JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, OCTOBER 7, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Capital Improvement Projects Fall 2024 Update

      Documents:

      2024 FALL CAPITAL IMPROVEMENTS PRESENTATION (1) 2.PDF
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Michael Mercado Requested To Speak Regarding Pride Fest
   2. Frank Thompson
   3. Mary Price Requested To Speak On Fiscal Accountability And Issues
   4. Brian Evans Requested To Speak On Finance And Public Safety
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF
   2. COUNCIL BILL NO. 2024-283

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District R-2 (Two-Family Residential) property as described below and located at 630 S Porter Ave.

Documents:

CB2024-283 OVERVIEW.PDF
COUNCIL BILL 2024-283-REZONING.PDF
283REPORT.PDF
283MINUTES.PDF
283MAP.PDF
283APP.PDF

8. Consent Agenda

1. Minutes Of The September 16, 2024, City Council Meeting

   Documents:

   SEPT. 16, 2024 MINUTES.PDF

2. COUNCIL BILL NO. 2024-120
   AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the amount of Two Hundred Thirty-Seven Thousand and 00/100 DOLLARS ($237,000.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

   Documents:

   CB2024-120.PDF

3. COUNCIL BILL NO. 2024-138
   AN ORDINANCE approving the City of Joplin to enter into an agreement with D&E Plumbing and Heating Inc. in the amount of One Million Five Hundred Twenty-Three Thousand Four Hundred Eighty-Six and 15/100 dollars ($1,523,486.15) for construction of the Range Line Road and East 15th Street Extension Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

   Documents:

   CB2024-138.PDF

4. COUNCIL BILL NO. 2024-286
   AN ORDINANCE approving Contract Amendment #3 by and between the City of Joplin and Alvarez & Marsal (A&M) to provide additional Professional

Administrative Services and Technical Assistance for the American Rescue Plan Act (ARPA) Community Revitalization Program; authorizing the City Manager to execute said contract by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective.

Documents:

CB2024-286.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2024-142
AN ORDINANCE providing that the Code of Ordinances of the City of Joplin, Missouri, be amended by revising Section 114-237 School Zones, to remove old school zones and add new school zones and containing an emergency clause.

Documents:

CB2024-142 SUMMARY SHEET SCHOOL ZONES (1).PDF
CB2024-142 EXISTING ORDINANCE.PDF
CB2024-142 COUNCIL ORDINANCE SCHOOL ZONES.PDF

2. COUNCIL BILL NO. 2024-143
AN ORDINANCE providing that the Code of Ordinances of the City of Joplin, Missouri, be amended by revising Section 114-822, Specific Speed Limits, to update the listed speed limits to match posted speed limits and to amend the speed limits of Utica Street and 44th Street and containing an emergency clause.

Documents:

CB2024-143 SUMMARY SHEET SPEED LIMITS (1).PDF
CB2024-143 EXISTING ORDINANCE.PDF
CB2024-143 COUNCIL ORDINANCE SPEED LIMITS.PDF

3. COUNCIL BILL NO. 2024-144
AN ORDINANCE providing that the Code of Ordinances of the City of Joplin, Missouri, be amended by revising Section 114-825, Parking Prohibited at All Times on Certain Streets, to include the establishment of two No Parking Zones and containing an emergency clause.

Documents:

CB2024-144 SUMMARY SHEET NO PARKING.PDF
CB2024-144 COUNCIL ORDINANCE NO PARKING.PDF

4. COUNCIL BILL NO. 2024-374
AN ORDINANCE approving the contract by and between the City of Joplin and R&D Yardbuilders for the demolition of the structure(s) and clearing of a

and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 2808 E 7TH St. in the City of Joplin, Missouri, for Four Thousand Three Hundred Ninety-Four dollars ($4,394.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

COUNCIL BILL 2024 - 374 SUMMARY.PDF
COUNCIL BILL 2024 - -374 BID.PDF
COUNCIL BILL 2024 - 374 PRESENTATION.PDF
COUNCIL BILL 2024-374 2808 E 7TH.PDF

5. COUNCIL BILL NO. 2024-375
AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 1119 S Picher Ave. in the City of Joplin, Missouri, for Two Thousand Six Hundred Eighty-Three dollars ($2,683.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

COUNCIL BILL 2024 - 375 SUMMARY.PDF
COUNCIL BILL 2024 - 375 BID.PDF
COUNCIL BILL 2024 - 375 PRESENTATION.PDF
COUNCIL BILL 2024-375.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-003
AN ORDINANCE approving and authorizing the City of Joplin to enter into an Agreement with the Industrial Development Authority of the City of Joplin (JIDA), for the City to loan $1,150,000.00 to the JIDA for the purchase of approximately 330 acres of land adjacent to the City to be utilized as an industrial park; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents:

SUMMARY-CB2024-003-COJ-JIDA AGREEMENT-10012024143832.PDF

2. COUNCIL BILL NO 2024-133
AN ORDINANCE approving a consultation agreement with Burns and McDonnell Engineering Company, Inc. in the not to exceed amount of Two Hundred and Fifty-Six Thousand and 00/100 DOLLARS ($256,000.00) for engineering services associated with the REO Grant Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-133 REO GRANT CONSULTANT AGREEMENT SUMMARY (5).PDF
REO BURNS AND MCDONNELL CONSULTING AGREEMENT (3).PDF
CB2024-133 REO GRANT CONSULTANT AGREEMENT ORDINANCE (4).PDF

3. COUNCIL BILL NO. 2024-140
AN ORDINANCE approving the City of Joplin to enter into an agreement with Hartman & Company, Inc. in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50) for the construction of the Tin Cup Trail Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective.

Documents:

CB2024-140 SUMMARY SHEET TIN CUP TRAIL (2).PDF
CB 2024-140 CONSTRUCTION CONTRACT TIN CUP TRAIL.PDF
TIN CUP TRAIL AND BRIDGE MAP.PDF
CB2024-140 COUNCIL ORDINANCE TIN CUP TRAIL (3).PDF

4. COUNCIL BILL NO. 2024-141
AN ORDINANCE approving the City of Joplin to enter into an agreement with Elements Construction Concepts in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1,665,698.00) for the construction of the Tin Cup Bridge Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective.

Documents:

CB2024-141 SUMMARY SHEET TIN CUP BRIDGE (2).PDF
CB 2024-141 BID SUMMARY TIN CUP BRIDGE.PDF
CB 2024-141 CONSTRUCTION CONTRACT TIN CUP BRIDGE.PDF
TIN CUP TRAIL AND BRIDGE MAP (1).PDF
CB2024-141 COUNCIL ORDINANCE TIN CUP BRIDGE (2).PDF

5. COUNCIL BILL NO. 2024-146
AN ORDINANCE approving an agreement with Schuber Mitchell to provide sanitary sewer to property located at 2206 Crow Rd., authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-146 OUT OF TOWN SEWER SERVICE AGREEMENT - SCHUBER MITCHELL - CROW RD 1.PDF

MITCHELL - CROW RD 1.PDF
CB2024-146 CB OUT OF TOWN SEWER 2206 CROW RD ORDINANCE (2).PDF
2206 CROW ROAD - BLANK SURVEY (1) (1).PDF
CB2024-146 EXHIBIT MAP 2206 CROW RD.PDF
CB2024-146 OUT OF TOWN SEWER CROW ROAD SUMMARY (3).PDF

6. COUNCIL BILL NO. 2024-147
AN ORDINANCE approving an agreement with Coretex Enterprises to provide sanitary sewer to property located at 5130 Birdsong Rd, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-147 OUT OF TOWN SEWER CORETEX 5130 BIRDSONG RD SUMMARY (5).PDF
CB2024-147 CB OUT OF TOWN SEWER CORETEX ENTERPRISES 5130 BIRDSONG RD ORDINANCE (3).PDF
CB 2024-147 OUT OF TOWN SEWER SERVICE AGREEMENT CORETEX 5130 BIRDSONG RD (1).PDF
CB2024-147 DEED.PDF
CB2024-147 EXHIBIT MAP 5130 W BIRDSONG.PDF

7. COUNCIL BILL NO. 2024-289
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2024, through October 31, 2025, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City; and setting a date when this Ordinance shall become effective.

Documents:

COUNCIL BILL NO 2024-289.PDF
2024-289 UPWP.PDF
2024-289 AGREEMENT.PDF
GS 2024-289 MODOT TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT.PDF

8. COUNCIL BILL NO. 2024-402
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2024 CDBG public service grant funds; authorizing the City Manager to execute same

on behalf of the City.

Documents:

CB 2024-402 SUMMARY SHEET.PDF
CB 2024-402.PDF
CB 2024-402 AGREEMENT.PDF

12. **Ordinances - Second Reading And Third Reading**

13. **Unfinished Business**

14. **New Business**

    1. Vote To Go Into Closed Session, Which Shall Pertain To Leasing, Purchasing Or Sale Of Real Estate By A Public Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Therefore; And Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information; More Specifically For The Purpose Of Evaluating Certain Council Employees; As Set Forth In Section 610.021(2) (3) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 3rd day of October, 2024 (RSMo 610.020)

CAPITAL IMPROVEMENT PROJECTS FALL 2024 Update

Transportation Projects

Zora Improvements—Range Line to MO249





Budget – $9,000,000
Phase 1 Under Construction

Connecticut Widening 32nd to I-44



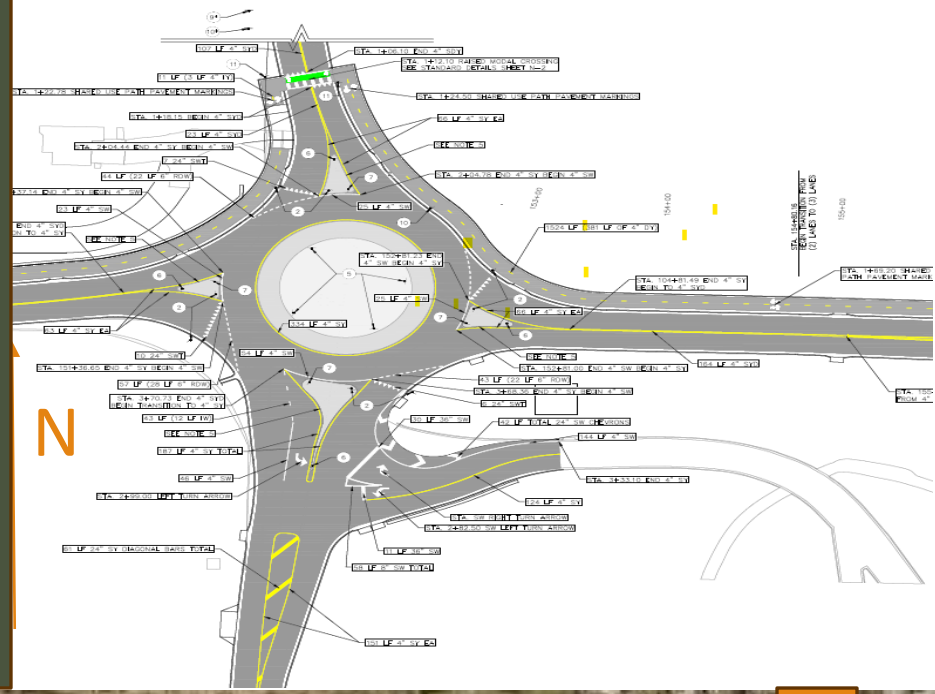


Construction Contract - $3,776,349
(Includes work from I-44 to Roundabout)
Construction Phase

20th Street Widening (Schifferdecker to Central City)



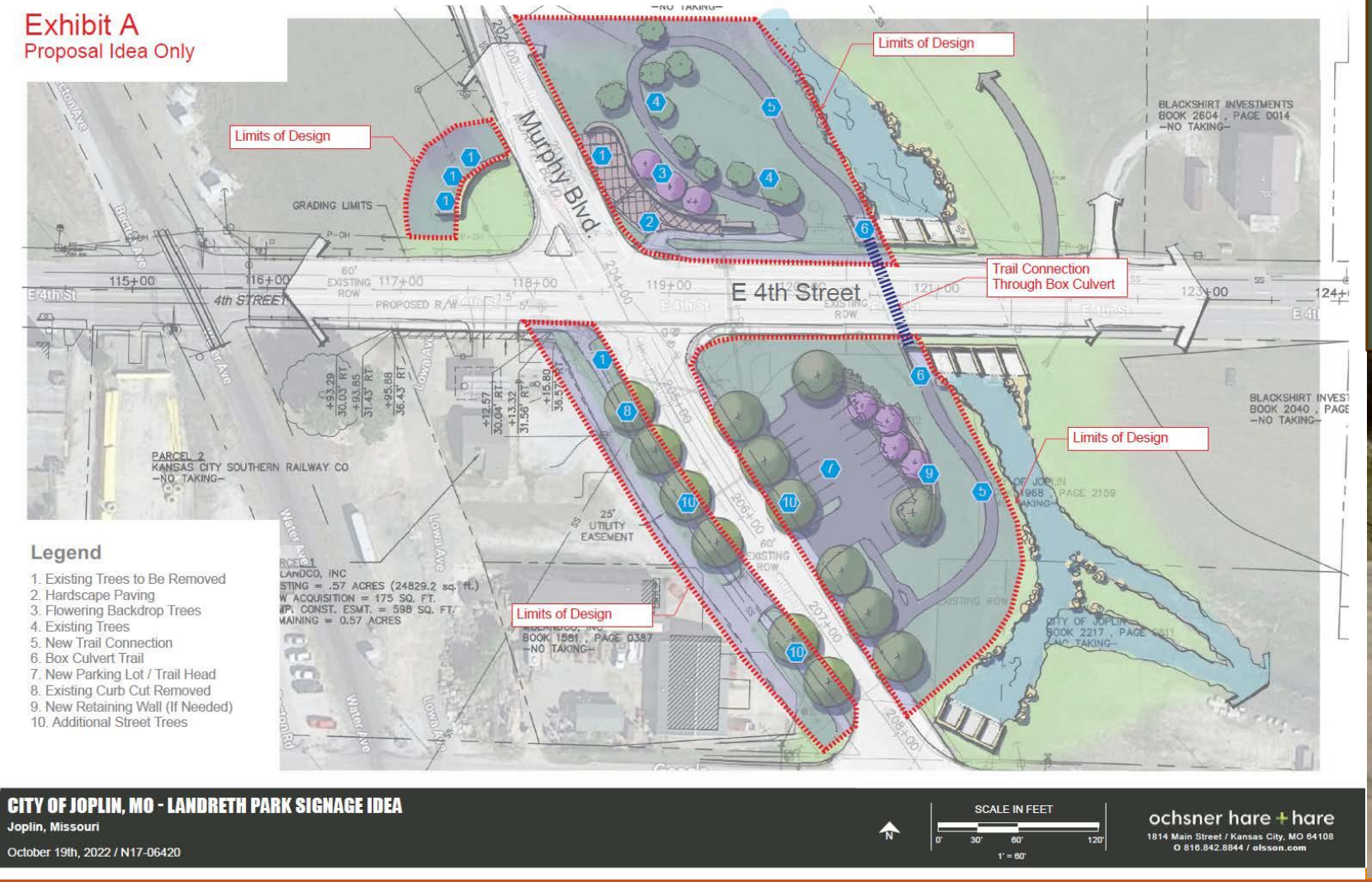
Proposed round about at 20th and Country Club





Budget – $16,000,000
Design Phase

4th and Murphy Intersection Improvement





Budget - $1,500,000
Construction Phase

Completed Project
Survey & Design
ROW Acquisition & Utility Adjustments
Construction
On-Going Project (City-Wide)

CIST Program (Sunsets 1/1/25)

		2023		2024		2025		2026	
TC0601	32nd St.-Schifferdecker to Country Club								
TC0602	32nd St.-Country Club to Central City Road								
TC0603	Neighborhood Transportation Improvements (City Wide)								
TC0604	Street Surface Repair (City Wide)								
TC0605	Intersection Improvements (City Wide)								
	Intersection of Murphy & 20th								
	Intersection of 32nd & Connecticut								
	Intersection of 32nd & Indiana								
	Intersection of 32nd & Main								
TC0606	Connecticut Ave.--32nd to 44th								
	Connecticut --I-44 to 44th St.								
	Connecticut --32nd to I-44								
TC0607	44th St.--Rangeline to Connecticut								
TC0608	Zora-Rangeline to MO-249								
	Phase 1 -- Zora & Duquesne Roundabout								
	Phase 2 -- Zora Widening Duquesne to MO249								
	Phase 3 -- Zora Widening Rangeline to Duquesne								
TC0609	Connecticut--Overpass at I-44								
TC0610	6th & Virginia Parking Garage Improvements								
TC0611	20th St. -Schiff. To Country Club ROW								
TC0612	20th ST. -Schiff. To Country Club Improvements								
TC0613	Jackson--Bridge Replacement at Shoal Creek								
TC0614	Schifferdecker--New Bridge at Turkey Creek & Zora								

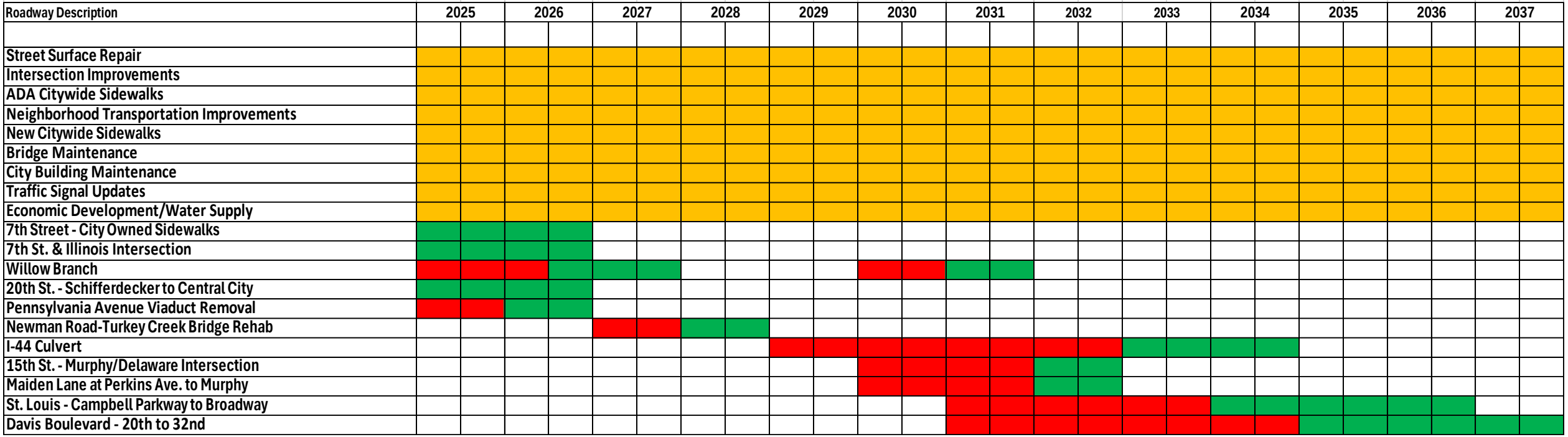
**As of 9/24/24. General timeline for illustration purposes only. Individual project schedules subject to change moving forward.

2015-2025
Capital Improvement Sales Tax Program Balance

***Disclaimer: Schedule is conceptual at this time, and subject to change due to grant awards, and other scheduling necessities that may arise.

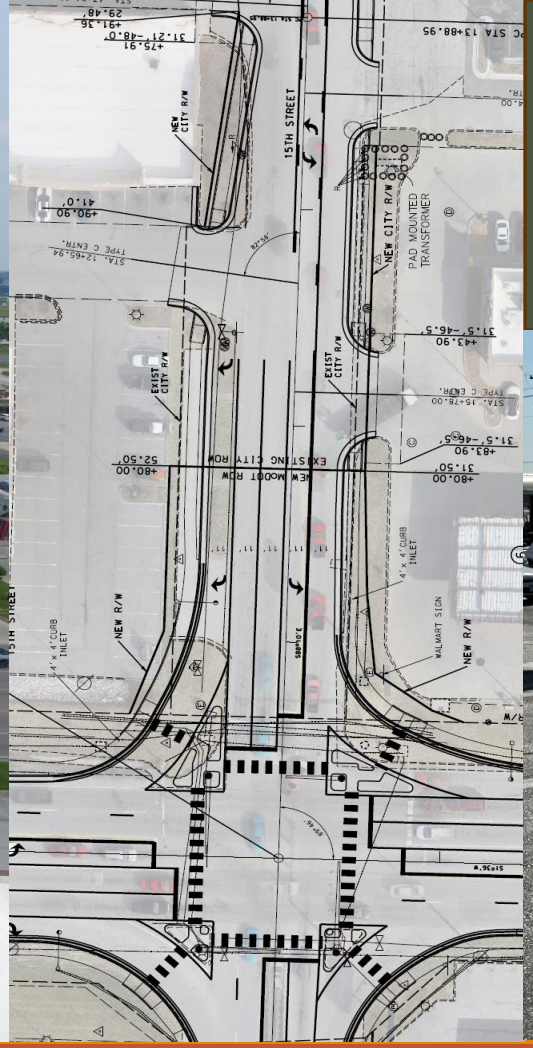
CITY WIDE ON-GOING PROJECTS
PLANNING/SURVEY & DESIGN/ROW & UTILITIES
CONSTRUCTION

12 YEAR Capital Improvement PROGRAM (2025-2036)



2025-2037
Capital Improvement Sales Tax Program





15th & RangeLine



Construction Contract - $1,523,486.15
Construction Phase

Main Street Streetscape, 8th to 15th



Budget - $6,000,000
Design Phase



Aircraft Rescue and Firefighting Facility (ARFF)

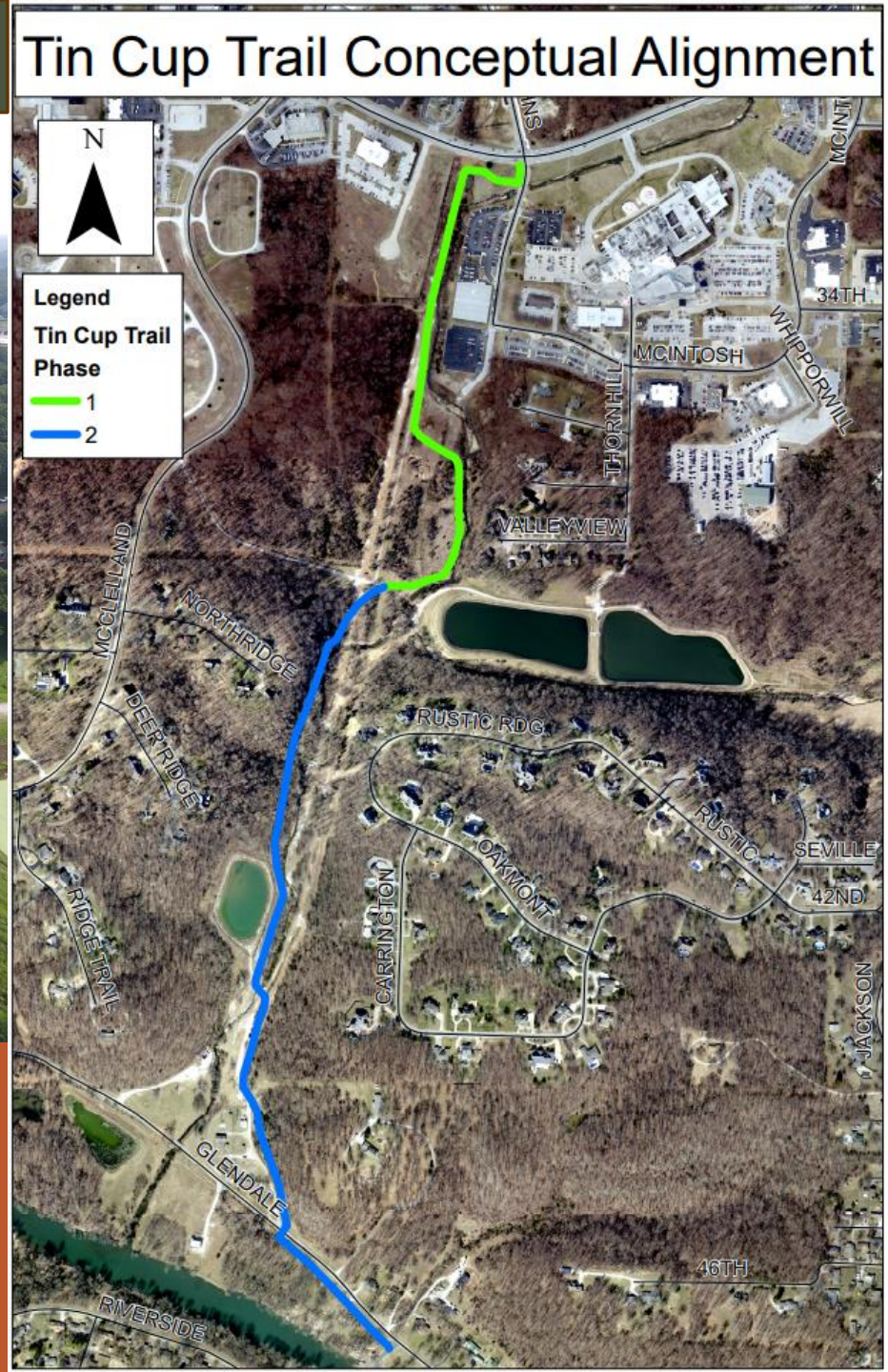


Construction Contract - $7,945,239.12 (ARFF & SRE Building)
Construction Phase

Trails
Parking Lots
Paving

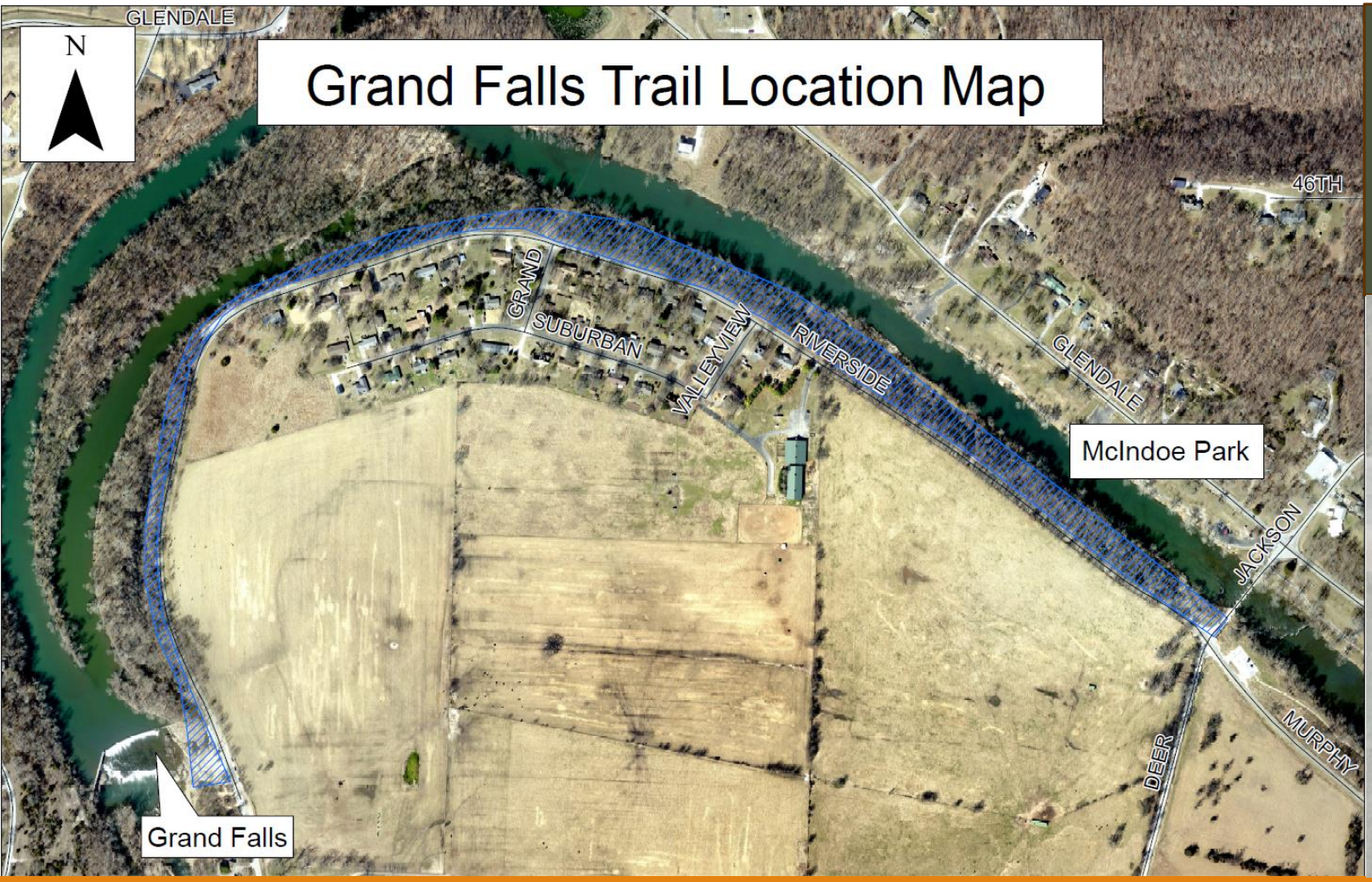
Tin Cup Trail





Budget - $1,350,000
Construction Phase

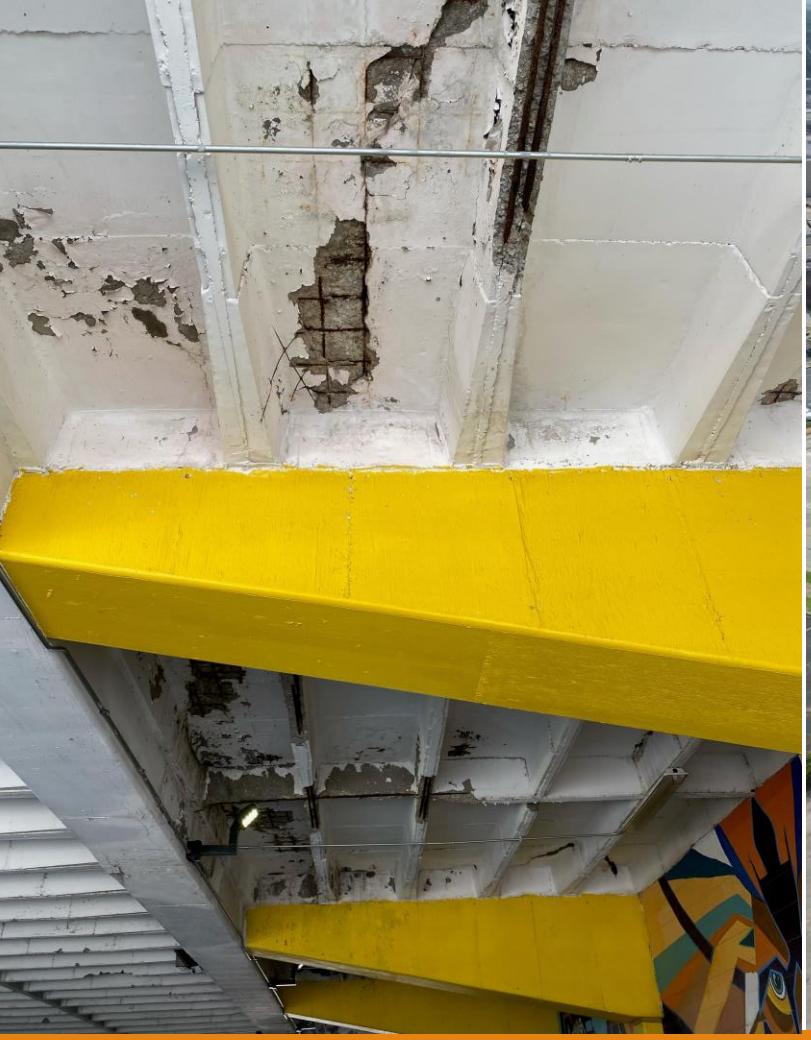
Grand Falls Trails





Possible Parking Lot Layout Conceptual
(find most current parking lot plan)

Grand Falls Trails
Budget - $1,300,000
Bid Phase





6th and Virginia Parking Garage

Design Phase
Budget: $400,000

Mill and Overlay, Microsurfacing, and Sealing



Budget - $5,410,000

Design Phase

Stormwater Projects

Stormwater Sales Tax Program

Survey & Design

R/W Acquisition & Utility Adj.

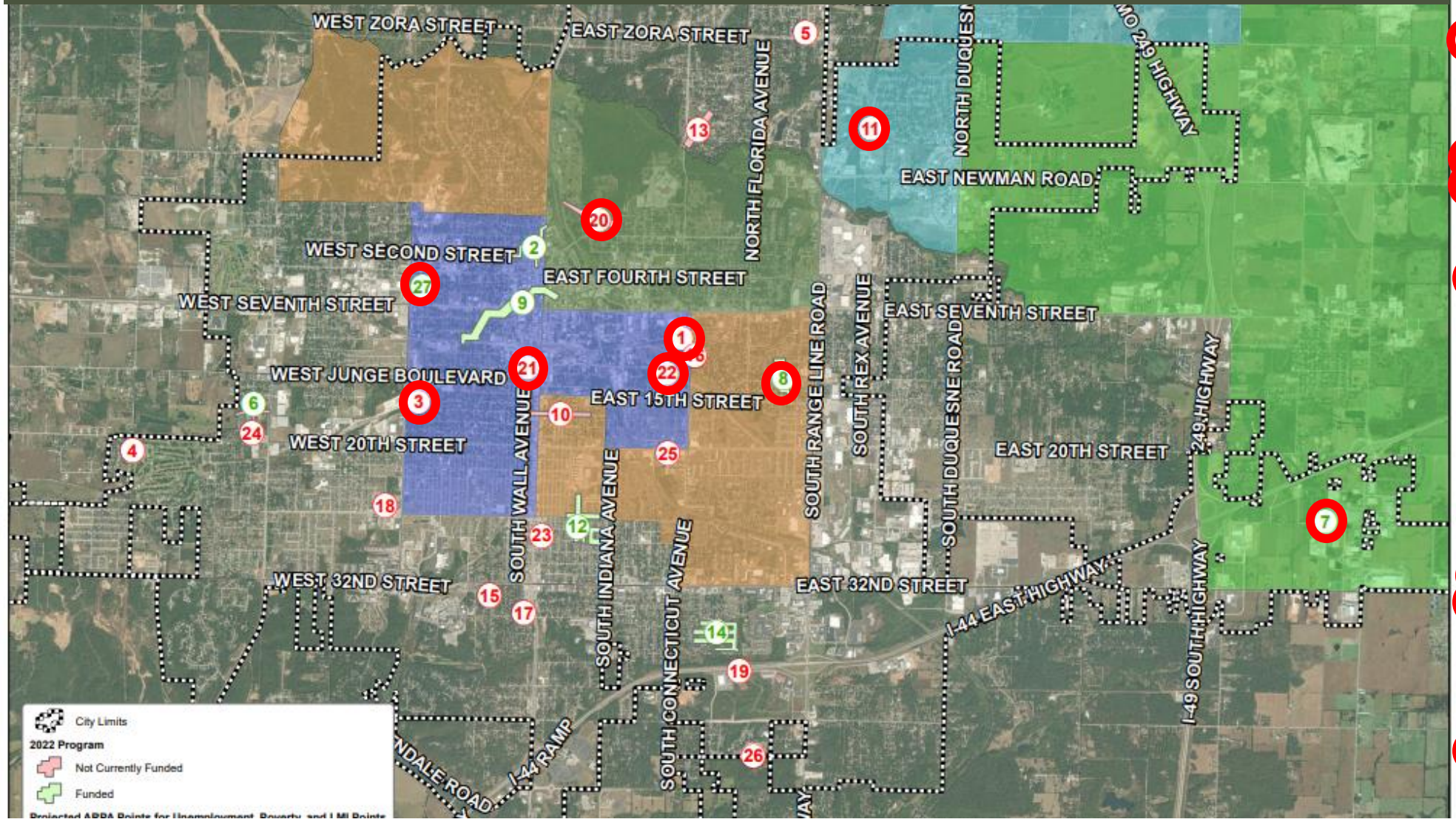
Construction

STORMWATER PROGRAM

** As of 9/17/24. General timeline for illustrative purposes only. Individual project schedules subject to change moving forward.

PARKS & STORMWATER SALES TAX PROJECTS	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Minor System Improvements (Approx. Annual Budget)													
Ditch and Detention Pond Maintenance (Approx. Annual Exp.)													
Catch Basin and Closed System Maint. (Approx. Annual Exp.)													
10th and Main Ditch and Culvert Replacement													
Channel Improvement, Canterbury Ditch 3rd to 7th													
Ditch Improvements 2nd & Oliver/McCoy													
Culvert Improvements, Lone Elm/Murphy Blvd													
Automated Gate Arms at Murphy Low Water													
Ditch & Culvert Improvements Connecticut between 32nd & 35th													
Ditch & Culvert Improvements Connecticut between 35th & 37th													
Sunnyvale Improvements & I-44 Phase I													
17th & Mina Avenue													
1st & Joplin Avenue Phase I													
Durham Acres													
Old Willow Branch Phase I													

ARPA GRANT – STORMWATER PROJECT SITES

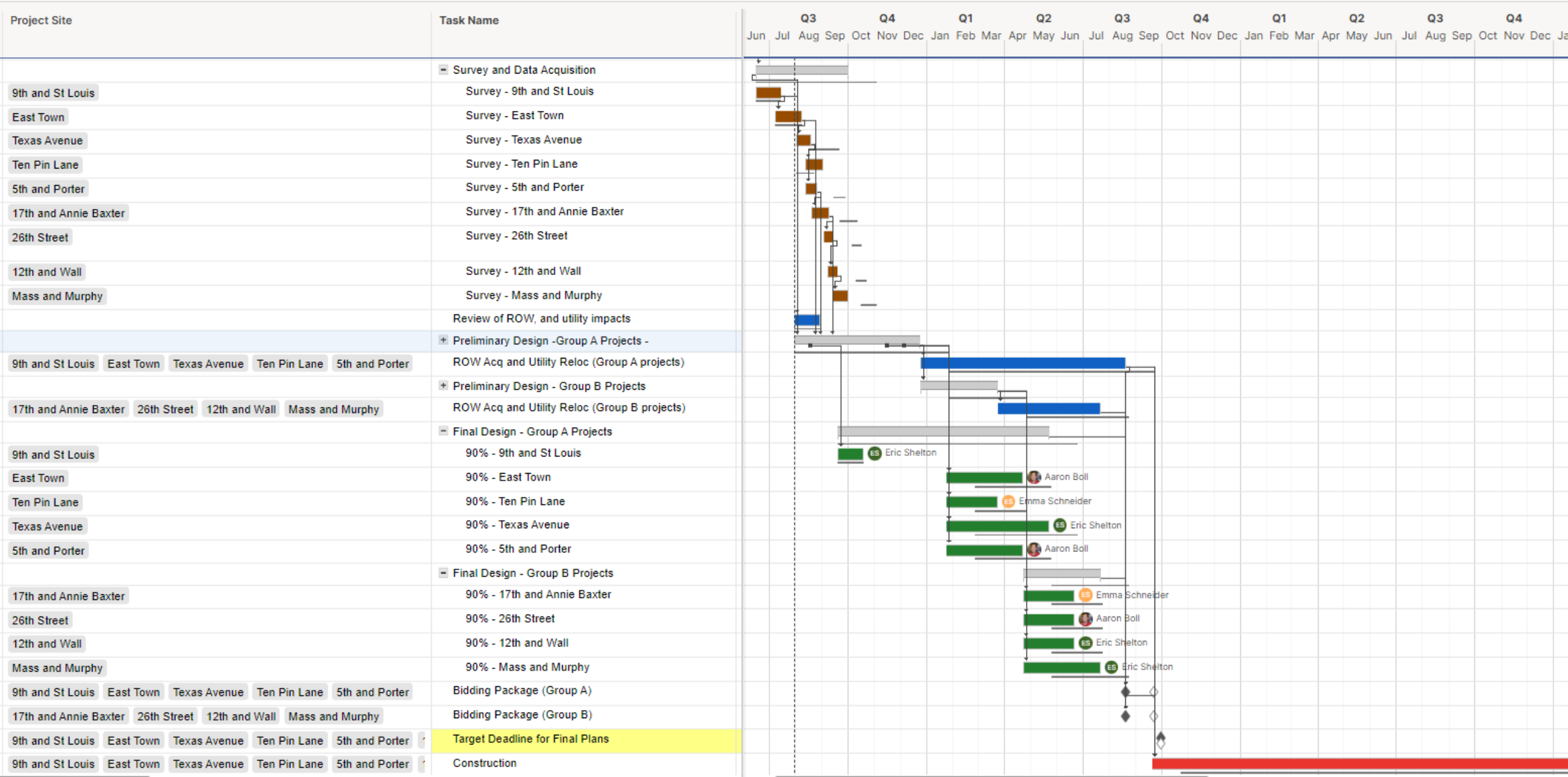


Joplin, MO

Stormwater Improvement Project Locations

1. Ninth Street and St. Louis Avenue
2. First Street and Joplin Avenue
3. 17th Street and Annie Baxter Avenue
4. Twin Hill Estates
5. Beale Street and Zora Street
6. 17th Street and Mina Avenue
7. 26th Street twin culverts
8. Texas Avenue
9. Old Willow Branch
10. 17th Street and Iowa Avenue
11. Ten Pin Lane
12. Durham Areas / Missouri Avenue
13. Euclid Avenue
14. Sunnyvale
15. 33rd Street and Jackson Avenue
16. Carolina cul-de-sac ditch
17. 34th Street and Joplin Avenue
18. 26th Street and McCoy Avenue
19. I-44 Culvert Addition
20. East Town
21. 12th Street and Wall Avenue
22. Massachusetts Avenue and Murphy Boulevard
23. Garvin Park ditch
24. Cleveland Court
25. 20th Street and Rhode Island Avenue
26. Colorado Drive
27. 5th Street and Porter Avenue

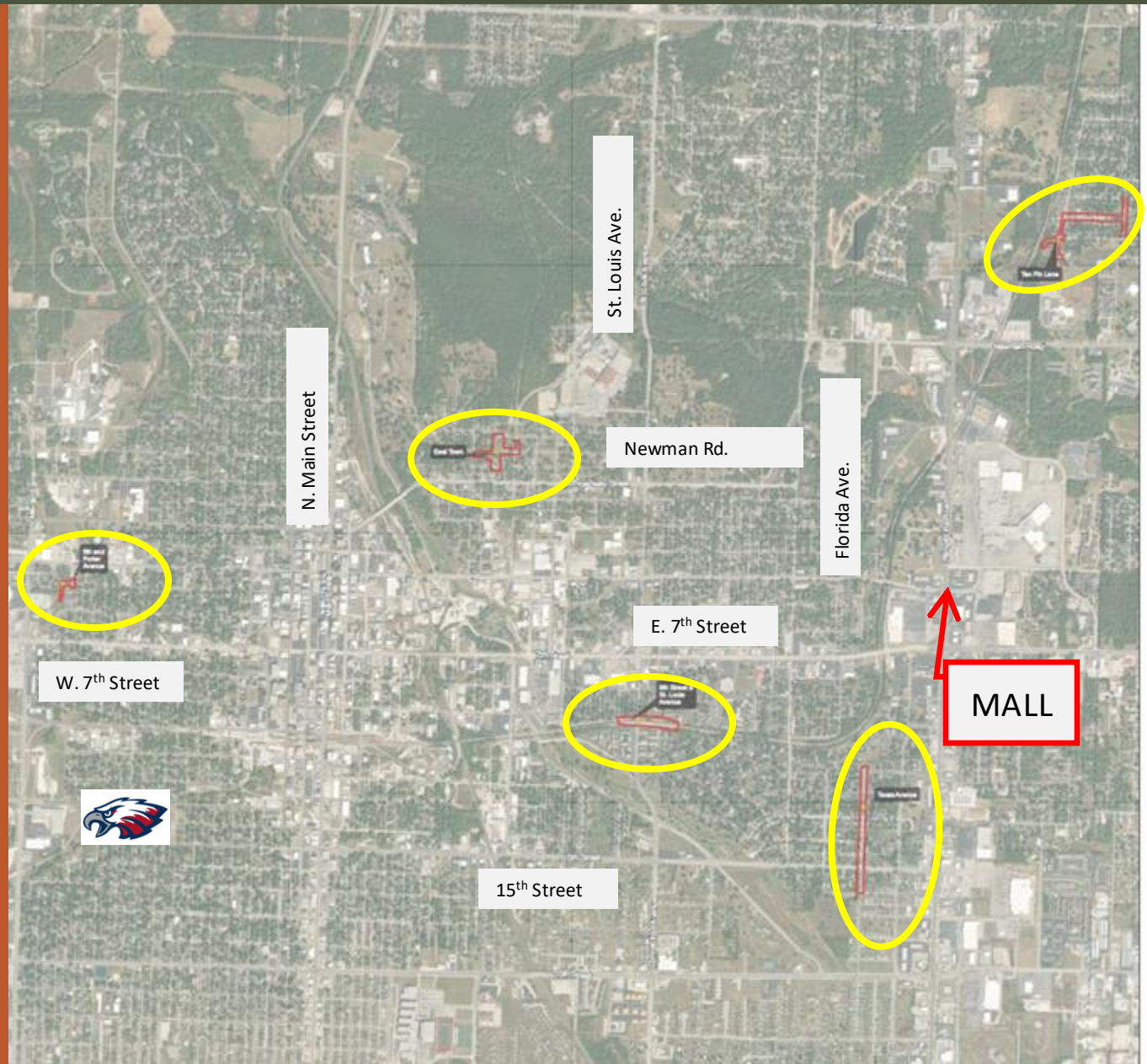
ARPA STORMWATER GRANT - Schedule



ARPA STORMWATER GRANT - Group A

Public Meeting for Group A

Budget:

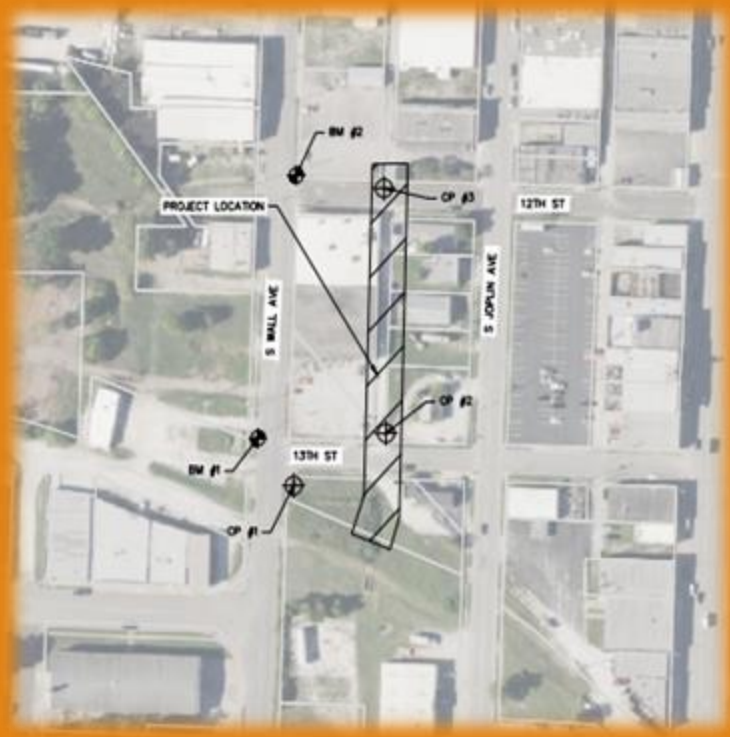


ARPA STORMWATER GRANT-GROUP B

Engineering Estimate (Olsson): $2,879,494







SUNNYVALE

- On Contract Consulting Services: OWN Engineering
- Preliminary Survey Data will be delivered on 10/4/24
- Design Phase-30%



Sanitary Sewer Projects

East 7th Street Sanitary Sewer

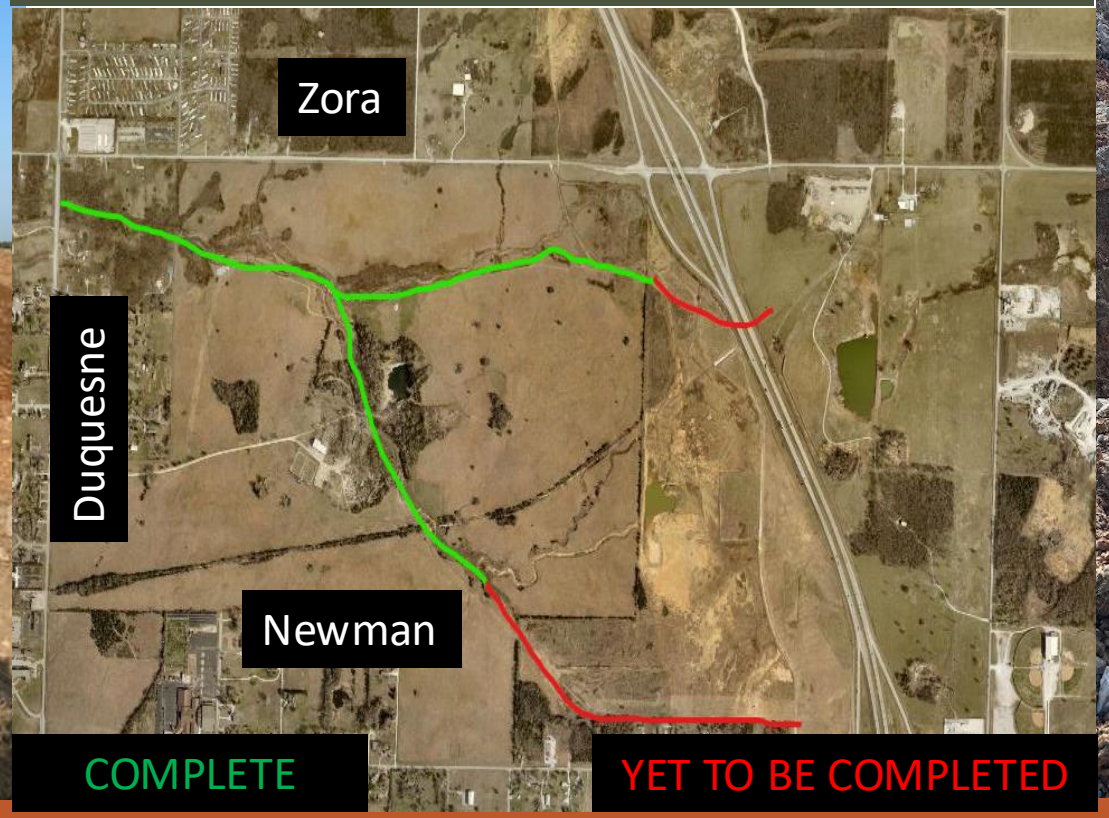


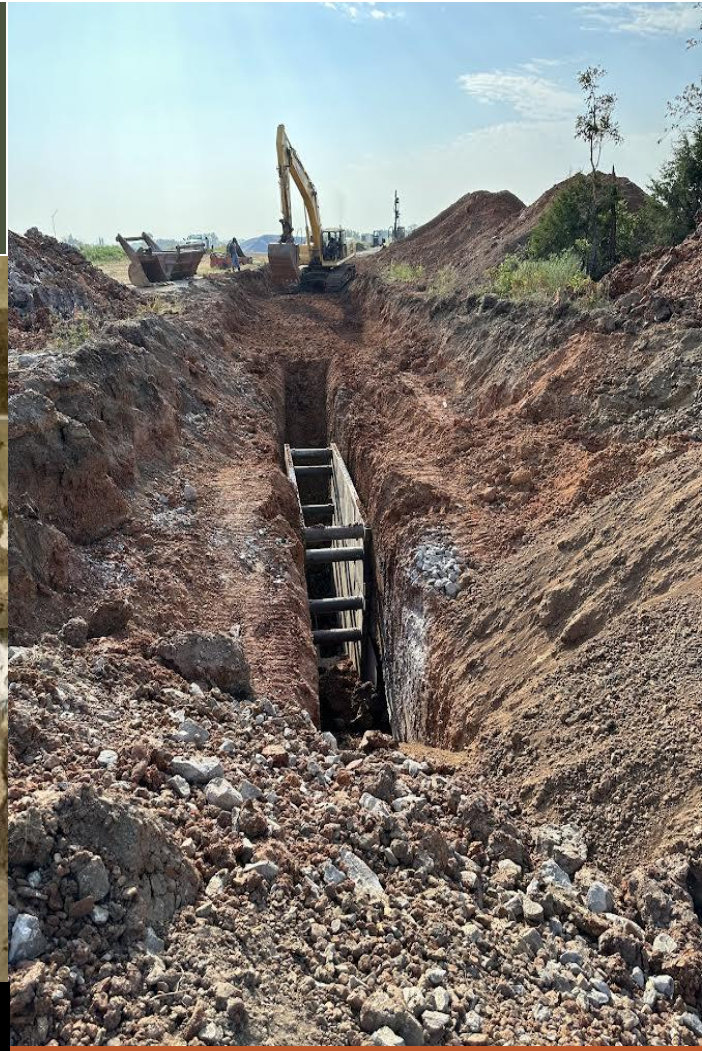
Phase 1 Phase 2

- Contractor: Rosetta
- Budget: $900,000
- Total Cost: $1,387,929.25
- Completing date: 4/30/24
- Total pipe length: 10,493 LF



Baker's Branch East Sanitary Sewer Extension





Budget - $4,100,000

Construction Phase: Work is Progressing 60% complete

Contractor: Rosetta

Glendale Parallel Interceptor – Lower Reach

- Budget- $3,000,000
- Contract awarded to *Rosetta*
- Bid: $2,550,624
- 8,700 LF of Gravity Sewer

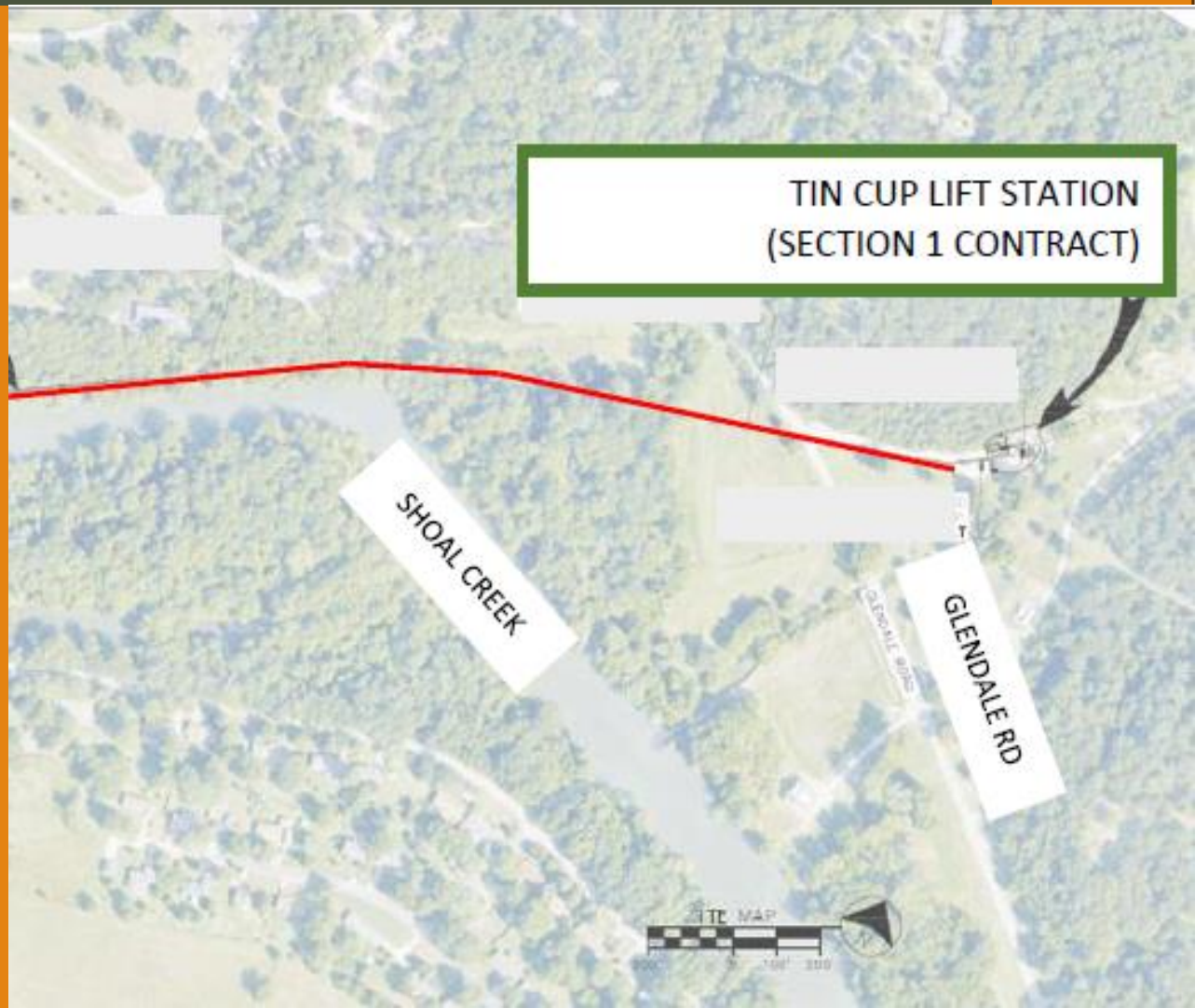


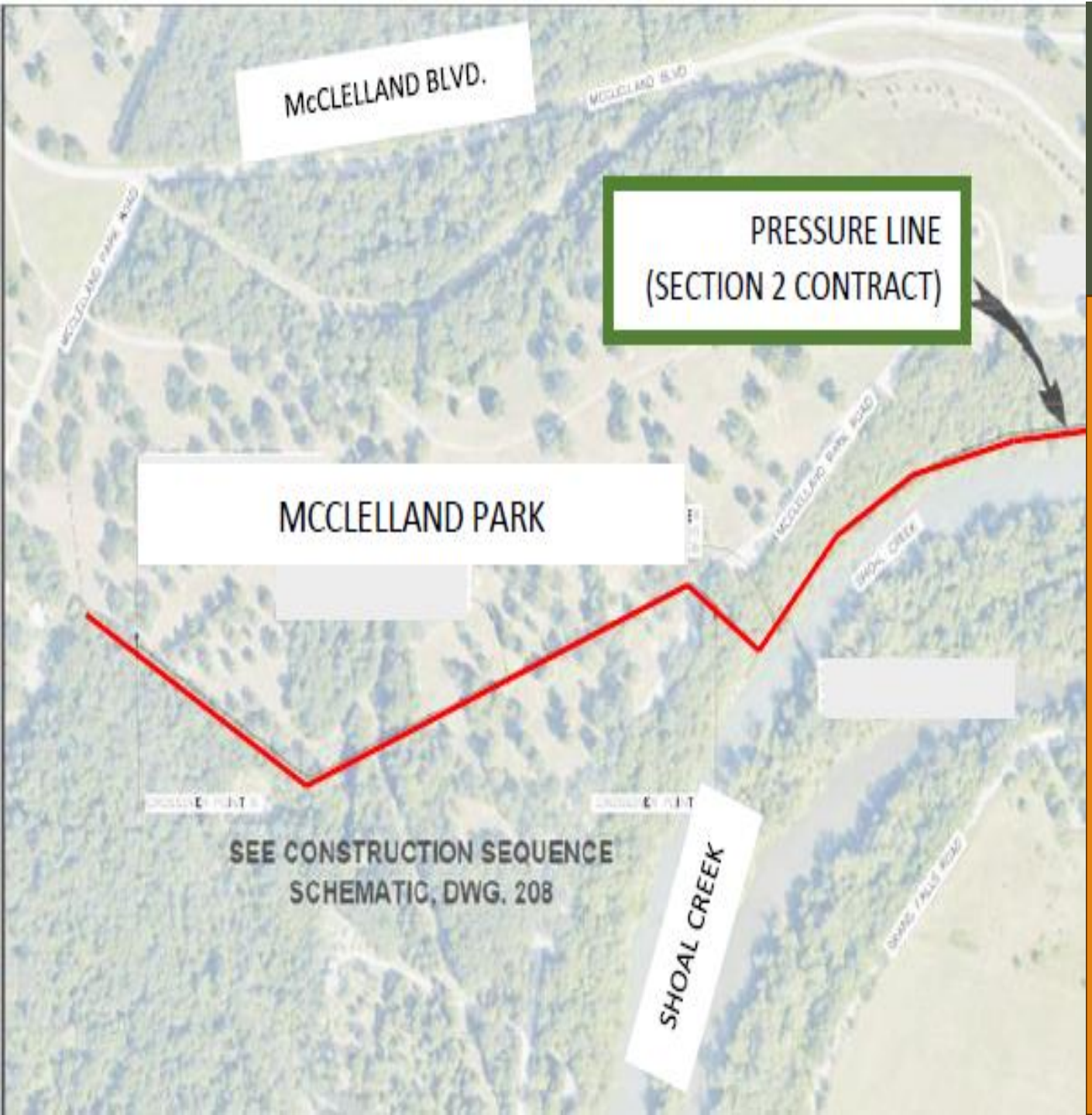
Tin Cup Parallel Force Main Phase 1

Contractor: Goins

Budget: $1,777,700

24" force main replacement





Tin Cup Parallel Force Main Phase 2 and Crane Road Lift Station Elimination

Budget - $7,500,000

Easement Acquisition Phases

Contractor: Rosetta

Tin Cup Lift Stations Improvements

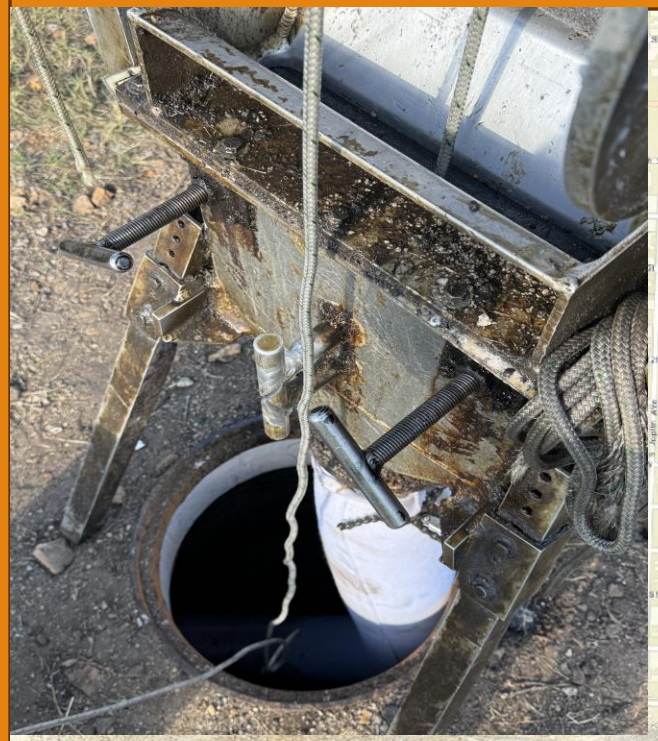
- Contractor: Goins
- Budget: 5,000,000

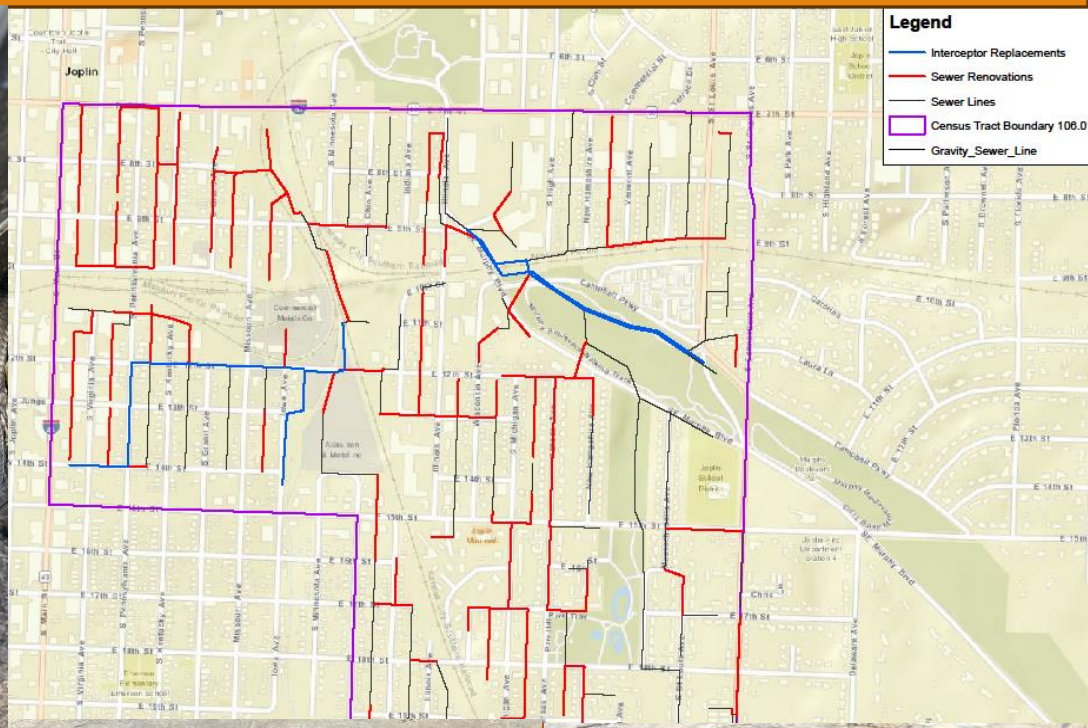





ARPA Wastewater Grant Project Area

- Overall Budget - $5,200,000 Design Phase
- Overall Progress:85%
- Total LF: 29,606





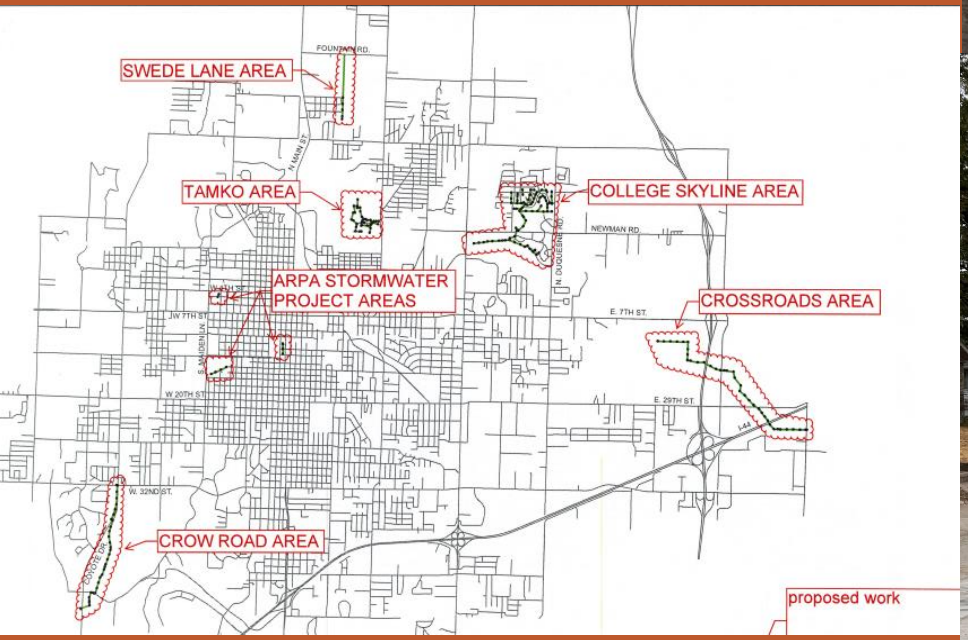






Public Sewer Rehab

Easement Clearings (2022 Toolbox)







Ace Pipe Cleaning Map



Annual $1,500,000

1. Oak Ridge
2. 8th and Highview
3. 2022 Toolbox

Questions?

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

P & Z Case 028-24
Thanh Cong Pham
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2024-283 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District R-2 (Two-Family Residential) property as described below and located at 630 S Porter Ave.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District C-1 (Neighborhood Commercial) the following described property and including in District R-2 (Two-Family Residential).

All of the South 40 feet of Lot 12 in Continental Zinc Company's Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.{

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-283 – Rezoning

MEETING DATE:
October 7, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 028-24: 630 S Porter Ave – Rezoning – A request to rezone from C-1 (Neighborhood Commercial) to District R-2 (Two-Family Residential) – Thanh Cong Pham

BACKGROUND:
The applicant, Tang Cong Pham, is seeking to sell the home as part of the Joplin Housing Assistance Program (JHAP). The applicant is unable to close on the property, due to the commercial zoning district. Rezoning the property to match the existing use will permit single-family use by right and allow the owner to build a new home in the future.

The existing character of the lot and the rest of the block is low-density residential. There is an existing single-family home on the lot. A lot of this size is very limited in its potential to be developed as a commercial site. The highest and best use of this property based on its size and the surrounding uses is single-family residential. To keep the zoning district compatible with the rest of the block, staff recommends an R-2 zoning district. R-2 still allows for a single-family home.

The property is not within a planned corridor. While this property does fall within a future retail-commercial zone, this lot and the others nearby fall within the Comprehensive Plan's definition of Residential Low-density: "Existing areas of single-family development in long-standing neighborhoods."

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Pham stated he would like to rezone from commercial to residential. Ms. Phillips asked Mr. Pham if he wanted to rezone so another person could use JHAP money to rebuild the lot. She stated she thought you had to live in the home currently to receive the grant money. Mr. Pham responded that he had lived in the home since 1997, and the home had burnt down two years ago.

Mr. Pham stated he had remodeled the home and would like to sell the home but was having difficulty selling to a potential buyer because the bank will not finance a commercial lot through the JHAP program.

Mr. Bellairs stated to Mrs. Phillips that JHAP was not relevant to the zoning and the use of the property. Whether or not the property makes it through the JHAP process was not relevant to the case.

Mrs. Alisha Nunnelly spoke in favor of the case. She explained that when Mr. Pha had listed the home for sale, the county said it was zoned residential. The home went under contract for a buyer using JHAP. Mrs. Nunnelly states that she does not believe that the buyer's lender would approve of the buyer purchasing the property due to it being C-1.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-283
Planning & Zoning Commission recommends approving Case 028-24 (7 in Favor, 0 Opposed, 0 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: September 9, 2024
City Council Meeting: October 7, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 028-24 A request to rezone from District C-1 (Neighborhood Commercial) to District R-2 (Two-Family Residential)

LOCATION 630 S Porter Ave

APPLICANT Tang Cong Pham

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Single Family Home	Approximately 0.15 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	R-1	C-3
Land Use	Single-Family Home	Single-Family Home	Single-Family Home	Restaurant – Quick Serve

FUTURE LAND USE

The property is identified as Retail Commercial on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Porter Ave	Local	60′
W 7th St	Arterial	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The property is not within a planned corridor. While this property does fall within a future retail-commercial zone, this lot and the others nearby fall within the Comprehensive Plan's definition of Residential Low-density: "Existing areas of single-family development in long-standing neighborhoods."

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

The existing character of the lot and the rest of the block is low-density residential. There is an existing single-family home on the lot. A lot of this size is very limited in its potential to be developed as a commercial site. The highest and best use of this property based on its size and the surrounding uses is single-family residential. To keep the zoning district compatible with the rest of the block, staff recommends an R-2 zoning district. R-2 still allows for a single-family home.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning change will be a downzone. This block and the properties south of 7th and east of Porter consist of single-family homes. This zoning change will make the property more compatible with the surrounding area.

DISCUSSION

The applicant, Tang Cong Pham, is seeking to sell the home as part of the Joplin Housing Assistance Program (JHAP). The applicant is unable to close on the property, due to the commercial zoning district. Rezoning the property to match the existing use will permit a single-family use by right and allow the owner to build a new home in the future.

Staff recommends approval of Case 028-24.

ENCLOSURES

- Map of property
- Application

Case 028-24: REZONING

630 S Porter Ave – Rezoning – A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) – Thanh Cong Pham

Mr. Kimble asked if the applicant could come forward and state their name and address for the record.

Thanh Pham of 630 S Porter Ave. Joplin, Missouri presented the case. Mr. Pham stated he would like to rezone his address from commercial to residential.

Mr. Kimble asked if the commission had any questions for Mr. Pham.

Ms. Phillips asked Mr. Pham if he wanted to rezone this property so another person could use JHAP money to rebuild the lot. She stated she thought you had to live in the home currently to receive the grant money.

Mr. Pham responded that he had lived in the home since 1997, and the home had burnt down two years ago. Mr. Pham stated he had remodeled the home and would like to sell the home but was having difficulty selling to a potential buyer because the bank will not finance a commercial lot through the JHAP program.

Mr. Tyler Bellairs stated to Mrs. Phillips that JHAP was not relevant to the zoning and use of the property.

Mrs. Alisha Nunnelly asked the commission if she could speak on behalf of Mr. Pham.

Mrs. Nunnelly states that originally when Mr. Pham had listed the home for sale, the county said it was zoned as residential. The home went under contract with a buyer using JHAP. Mrs. Nunnelly states that she does not believe that the buyer's lender would approve of the buyer purchasing the property due to it being zoned C-1. Mrs. Nunnelly state that the owner Mr. Pham was unaware this property was zoned as C-1, as the home is in a residential neighborhood. Mrs. Nunnelly states that Mr. Pham wants to rezone this address so the owner Mr. Pham can sell the home not only to a JHAP buyer, but as a residential property.

Mr. Kimble asked the commission if they had any other questions.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

Mr. Kimble opened the floor to the commission for a motion of this case.

MR. ROSENBERG MOVED THAT CASE 028-24 BE APPROVED. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY, 0 ABSENT)

Case 028-24: Rezoning



630 S Porter Ave – Rezoning – A request to rezone from C-1 (Neighborhood Commercial) to R-2 (Two-Family Residential) – Thanh Cong Pham

0 35 70 140 210 280
Feet

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 028-24
Filing Fee: $600.00
Received: 7/9/24
Date Advertised:
Proj. No.: 24-093
Public Hearing Date: 9/9/24

Applicant: THANH CONG PHAM Phone No.: 417-437-1926

Address: 2021 S. OAKCLIFF Rd Email:

Owner: THANH CONG PHAM Phone No.:

Address: 2021 S. OAKCLIFF Rd Email:

Location of Property: 630 S. Porter

Present Use of Property: VACANT

Proposed Use of Property:

Current Zoning: RESIDENCE Requested Zoning: R2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Residental	R2
South	Residental	R1
East	RESidental	R2
West	Commercial	C3

Character of the Neighborhood: Single Family Homes

Relationship to Existing Zoning Pattern:

Yes	No	
☐	☒	Would proposed change create a small, isolated district unrelated to surrounding districts?
☐	☒	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: _____

_____

_____

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☐	☒	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: _____

_____

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☒	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: Thanh Cong Pham **Date:** 07-09-2024

Need to rezone to sell the house

JOPLIN CITY COUNCIL
SEPTEMBER 16, 2024
MEETING MINUTES

CALL TO ORDER

The September 16, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Pro Tem, Josh DeTar.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by the Soroptimist of Joplin.

ROLL CALL

Answering Roll Call were Council Members: Doris Carlin, Charles Copple, Josh DeTar, Mark Farnham, Ryan Jackson, Doug Lawson and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Keenan Cortez, Josh Bard

Motion by Mr. Copple, second by Mr. Jackson to excuse the absence of Mayor Cortez. Voting in favor were Council Members: Copple, Carlin, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Absent: Cortez, Bard, 2.

Motion by Dr. Farnham, second by Mr. Jackson to excuse the absence of Mr. Bard. Voting in favor were Council Members: Copple, Carlin, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Absent: Cortez, Bard, 2.

PRESENTATIONS

Olivia Update

Sawyer Smith presented an update.

Streetlight Update

Tony Robyn, Assistant City Manager provided an update.

Council discussion ensued. Council would like for staff to provide another update at the beginning of the year.

CIP & Stormwater Schedule Update

Dan Johnson, Director of Public Works presented.

Community Revitalization Program Status Update

Troy Bolander, Director of Planning & Neighborhood Services and Chuck Banks from A&M presented.

Connecticut Avenue Update

Dan Johnson, Director of Public Works presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Joplin Parks and Recreation invite Moms and their sons to enjoy a fun night of activities this Friday, Sept. 20 or Saturday, Sept. 21. The evening includes a buffet dinner, games, music, dancing and prizes! A complimentary photo is also included in the event. The event is $50 per couple. Join the fun and make memories, have a cowboy approved dinner and win door prizes! Registration can be done online at JoplinParks.org or call 417-625-4750.

Joplin Parks and Recreation invites everyone to participate in Joplin's newest fall tradition – decorating a large hay bale for everyone to view and enjoy as they walk the Hay Bale Trail at McClelland Park. This opportunity is open to individuals, businesses, organizations, and not-for-profit groups to get inspired and transform a large hay bale into a unique art piece. Hay bales can have a theme, tie to the sponsor's mission, or be whatever you want to create! All it takes is an idea, some paint, and a little creativity!

These pictures show just a few of the creative entries from last year's trail. Park guests will have a chance to vote for their favorite hay bale from October 18-31. The fee to reserve a bale for this year is $25, and the deadline is October 14. This is an exclusive opportunity to do some outdoor teambuilding, and highlight your business's mission and services, and bring extra fun and one-of-a-kind artwork into McClelland Park! For more information: www.joplinparks.org or call 417-625-4750.

October 18th, 2024 from 6:00-9:00 pm at McClelland park. Join Joplin Parks & Recreation on Friday, October 18 for their annual Old-Fashioned Hayride! This FREE event will be held from 6 p.m. to 9 p.m. at McClelland Park, located at 44th Street and McClelland Boulevard. The event will feature family-friendly activities, including a hay bale trail, making s'mores, and bounce houses. Two different hayrides are also offered, with one oriented towards families with younger children and the second one being a haunted hayride with live actors and scary decorations.

Hot dogs and s'mores kits will be handed out on a first-come, first-serve basis. Guests are encouraged to bring sticks to roast their marshmallows over the bonfires. The Salvation Army will be on hand, providing hot chocolate to event guests. For more information, call Joplin Parks & Recreation at 417-625-4750 or visit www.joplinparks.org.

CITIZEN REQUESTS AND PETITIONS

Nicole Brown extended an invitation to Council regarding One Joplin Poverty Simulation.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-282

Mayor Cortez opened the Public Hearing
Max DeCarlo spoke in favor of this item.
Norman Cramer, Gary Williams, Mary Price, Martha Pope, Andrew Cramer spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-282

Mr. Copple introduced Council Bill No. 2024-282- AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri. (Requested by Seneca Enterprises LLC. Planning and Zoning Commission recommended approval).

Motion by Mr. Copple second by Ms. Carlin that Council Bill No. 2024-282 be removed from the table. Voting in favor were Council Members: Copple, Carlin, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Absent: Cortez, Bard, 2.

Motion by Mr. Jackson second by Dr. Farnham that Council Bill No. 2024-282 be denied. Voting in favor were Council Members: Copple, Carlin, Farnham, Jackson, 4. Nays: Lawson, DeTar, and Shaw, 3. Absent: Cortez, Bard, 2. The motion failed.

Motion by Mr. Lawson second by Mr. Shaw that Council Bill No. 2024-282 be approved. Voting in favor were Council Members: Lawson, DeTar and Shaw, 3. Nays: Copple, Carlin, Farnham, Jackson, 4. Absent: Cortez, Bard, 2. The motion failed.

The Council Bill does not advance.

CONSENT AGENDA

Motion by Mr. Copple, second by Mr. Shaw to approve the Consent Agenda. Voting in favor were Council Members: Copple, Carlin, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Absent: Cortez, Bard, 2.

Minutes of the September 3, 2024, City Council Meeting

COUNCIL BILL NO. 2024-119 - AN ORDINANCE approving a purchase order for the amount of Seven Hundred Fifty Thousand and 00/100 DOLLARS ($0.00) for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project with Ace Pipe Cleaning, Inc. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2024 – 119.**

COUNCIL BILL NO. 2024-135 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Intergovernmental Cooperative Agreement with the City of Webb City, Missouri (Webb City), for the purpose of street construction improvements associated with the Zora Street Improvements project from Range Line Road to MO-249; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2024 - 120**

COUNCIL BILL NO. 2024-281 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Replica for Professional Planning Services relating to the creation of the 2024 Origin & Destination Study for the Joplin Area Transportation Planning Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin. **Ordinance No. 2024 -121.**

COUNCIL BILL NO. 2024-454 - AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2024 and running through September 30, 2025, for the amount of up to Seven Hundred Forty Thousand, Two Hundred Fifty Seven Dollars and no Cents ($740,257.00), to enable the Health Department to provide nutritional assistance and education to residents of Jasper County, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri.
Ordinance No. 2024 -122.

COUNCIL BILL NO. 2024-622- AN ORDINANCE approving the applications of 4 State Trucks for the Guilty by Association truck show and concert, Ozark Christian College, for marketing the 2025 conference series, MO-KAN Dragway, for the marketing campaign for the 2025 racing season, Silver Sage Renaissance for the inaugural Silver Sage Renaissance Festival, Branco Enterprises & Neosho Schools, for the Neosho Holiday Basketball Classic, JOMO Pride, Inc., for the 2025 JOMO PrideFest, Mother Road Mayhem, for the 2025 Mother Road Mayhem truck show events, Joplin Trails Coalition for the Maple Leaf Bike Tour, and Newton County Tourism Council for the 2025 marketing campaign 2025 for utilization of FY2025 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. **Ordinance No. 2024-123.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-368

Mr. Lawson introduced Council Bill No, 2024-368 - AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 1822 S Indiana Ave. in the City of Joplin, Missouri, for Four Thousand Sixty-five dollars ($4,065.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Jackson, that Council Bill No. 2024-368 be passed on an emergency basis. Voting in favor were Council Members: Copple, Carlin, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Absent: Cortez, Bard, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2024-124.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-120

Mr. Shaw introduced Council Bill No. 2024-120 - AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the amount of Two Hundred Thirty-Seven Thousand and 00/100 DOLLARS ($237,000.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Shaw, second by Dr. Farnham that Council Bill No. 2024-120 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Carlin, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Absent: Cortez, Bard, 2. The Bill was read as Council Bill No. 2024-120.

COUNCIL BILL NO. 2024-138

Mr. Lawson introduced Council Bill No. 2024-138 - AN ORDINANCE approving the City of Joplin to enter into an agreement with D&E Plumbing and Heating Inc. in the amount of One Million Five Hundred Twenty-Three Thousand Four Hundred Eighty-Six and 15/100 dollars ($1,523,486.15) for construction of the Range Line Road and East 15thStreet Extension Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Mr. Jackson that Council Bill No. 2024-138 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Carlin, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Absent: Cortez, Bard, 2. The Bill was read as Council Bill No. 2024-138.

COUNCIL BILL NO. 2024-286

Mr. Copple introduced Council Bill No. 2024-286 - AN ORDINANCE approving Contract Amendment #3 by and between the City of Joplin and Alvarez & Marsal (A&M) to provide additional Professional Administrative Services and Technical Assistance for the American Rescue Plan Act (ARPA) Community Revitalization Program; authorizing the City Manager to execute said contract by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Ms. Carlin that Council Bill No. 2024-286 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Carlin, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Absent: Cortez, Bard, 2. The Bill was read as Council Bill No. 2024-286.

SECOND AND THIRD READING

COUNCIL BILL NO. 2024-134

Mr. Copple introduced Council Bill No. 2024-134 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Baker Tilly US LLP in the amount of One Hundred Forty Thousand and 00/100 dollars ($140,000.00) approving a contract to complete a Public Works Management and Operations Assessment and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Ms. Carlin that Council Bill No. 2024-134 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Carlin, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Absent: Cortez, Bard, 2. **Ordinance No. 2024-125.**

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Copple proposed a Mental Wellness Day as an additional day off.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2020, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Jackson, second by Dr. Farnham to go into closed session. Voting in favor were Council Members: Copple, Carlin, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Absent: Cortez, Bard, 2.

The meeting was adjourned at 9:08 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-120 Work Authorization for the Wastewater Collection System Rehabilitation Toolbox Project

MEETING DATE
September 16, 2024

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB 2024-120 Ordinance; Authorization AMA-OC-024-006

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill will approve a work authorization with Allgeier, Martin and Associates, Inc. for project management, design, and field services on the Wastewater Collection System Rehabilitation Toolbox Project not to exceed the amount of Two Hundred Thirty-Seven Thousand and 00/100 DOLLARS ($237,000.00).

BACKGROUND
Since 2013, AMA has played a vital role in the success of the City's annual evaluation and rehabilitation program, which has improved the reliability of the sanitary sewer collection system. Under their current Work Authorization (WA), AMA has supported City staff in the planning and construction administration of Ace Pipe Cleaning's most recent work orders. AMA's tasks included assisting City staff with planning and managing collection system rehabilitation work, developing maps of the same, along with supplying information to City staff for periodic reports to the Missouri Department of Natural Resources regarding renewal of the sewer system and the removal of excessive Inflow and Infiltration (I&I) within the collection system. Under this new WA, AMA will continue providing technical support of renewing the City's sanitary sewer collection system; they will also prepare bid documents for a new multi-year contract, for Council's approval in the coming months. AMA was selected as the on-call engineering firm most qualified to provide these professional engineering services. The consultant's fees are within industry standards.

FUNDING SOURCE
These payments are included in the FY 2023-2024 budget of the Wastewater fund.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chad Weller, PLS Assistant Director of Public Works for Operations		Attention: Mr. Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820 x 1560	Fax: 417-625-4738	**Project: Rehab Toolbox Project Management WO 2024C**	

WORK AUTHORIZATION NUMBER AMA-OC-024-006
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

1. **Services**. The City agrees to engage the services of the Engineer, and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number **AMA-OC-024-006** exceed the sum of **Two Hundred, Thirty-Seven Thousand and 00/100** Dollars **($237,000**).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: Chris Erisman

Printed Name: Chris Erisman, P.E.

Title: First Vice President

Date: 09/03/2024

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

Date: _____

EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC-024-006 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the WW Collection System Rehabilitation Toolbox WO 2024C and Wastewater Collection System Operation Management and On-Site Observation Assistance)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design, bidding and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin in association with work completed as part of City of Joplin Wastewater Collection System Rehab Toolbox Work Order 2024C and other miscellaneous wastewater collection system Rehab Toolbox planning and management services as necessary.

1.1.3.1.1 Annual Collection System Rehabilitation Contract Management:

1.1.3.1.1.1 Plan, Develop and Manage Annual Collection System Rehabilitation Contract, specifically for Work Order 2024C but may include future Work Orders as remaining available fees in this contract allow, including the interpretation of plans, contract documents and specifications necessary to undertake said work and preparation of change orders to the contract as determined necessary.

1.1.3.1.1.2 ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.2.1 Coordinate the strategy for the extent and location of proposed improvements with the assistant project manager for the ongoing City of Joplin I/I Program. The Joplin I/I Program is managed and was developed under a separate work authorization.

1.1.3.1.2 As requested, evaluate the condition of existing sewer lines within the wastewater collection system. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

1.1.3.1.3 Compiling data received from the annual collection system rehabilitation CCTV work, modifying the data to match current sanitary system naming conventions recently developed, and converting the data into a format that can be inserted into the City's GIS system.

1.1.3.1.4 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation "tool box") and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater

collection system. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.4.1 Coordinate proposed improvements with the recommendations of the system hydraulic model and other planned city replacement projects. Develop a method for selecting areas of improvements and document such for each planned improvement project area. Upon completion of work, a report shall be provided for each Toolbox Work Order as to the quantity of pipe, manholes, lateral connection repairs, smoke testing, etc. that was included in said scope of work for that particular Work Order.

1.1.3.1.5 Construction phase services for Work Order 2024C associated with the City of Joplin Inflow and Infiltration (I&I) Reduction program that will be completed by use of the sanitary sewer toolbox contractor.

1.1.3.1.6 GIS map updates to include work completed as part of the annual collection system rehabilitation contract and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.7 Provide the OWNER with maps and other data as needed for Regulatory Agency Reporting Support, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.8 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.9 ENGINEER shall perform professional engineering services related the ongoing maintenance and replacement of piping and/or other components of the wastewater collection system as hereinafter stated, which include customary civil engineering services.

1.1.3.1.9.1 In general, the Work consists of answering engineering related questions and outlining lines and/or other components of the City of Joplin wastewater collection system.

1.1.3.1.9.2 Identifying areas of the wastewater collection system in need of repair or replacement based upon previous CCTV inspections of those facilities or based upon the material make-up of those items.

1.1.3.1.9.3 Preparing maps or other descriptions of items in need of repair and coordinate said work with the annual wastewater collection system maintenance contractor.

1.1.3.2 ENGINEER shall perform professional engineering services related to the operational management and on-site observation assistance with the wastewater collection system, which include customary civil engineering services.

1.1.3.2.1 In general, the Work consists of assistance with managing, scheduling, and coordinating the day-to-day repairs, rehabilitation, operation and maintenance of the City of Joplin Wastewater Collection System.

1.1.3.2.1.2 Providing periodic on-site observation of daily construction activity and coordinating such activity with the contractor performing the work.

1.1.3.3. Annual Collection System Rehabilitation Contract Preparation and Bidding:

1.1.3.3.1 Plan and Develop Annual Collection System Rehabilitation Contract including the preparation of plans, contract documents and specifications necessary to bid and undertake said work. The annual rehabilitation contract, otherwise referred to as the sanitary sewer rehabilitation "tool box", shall be in effect for a one-year time period with ability to extend if so desired by the Owner.

1.1.3.3.2 Bidding Services for the annual collection system rehabilitation contract.

1.2 Planning, Design and Bidding Phases.

ENGINEER shall provide the following planning, design and bidding services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs for desired project scopes of work for the annual collection system rehabilitation contract.

1.2.2 Although not anticipated as part of this work, conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract for projects that are part of the City of Joplin I&I Reduction Program and are to be completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system and review same with OWNER.

1.2.4 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.5 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the Project and provide detailed information to the Owner on the planned improvements necessary for incorporation into a purchase order to perform the work under the annual collection system rehabilitation contract.

1.2.6 Analyze system data involving collection system rehabilitation work and process said data into a format that is to be integrated into the City's current GIS database.

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work. Provide such data to be implemented into the collection system Hydraulic model to assist in the evaluation of lines and development of rehabilitation projects within the system.

1.2.8 Provide data, as available and necessary, to utilize the hydraulic model in analyzing the service areas and to calculate flows for interceptor sewers in the given drainage basins, if requested. From said efforts, utilize the hydraulic model to evaluate the capacity of the existing interceptor lines in said basin(s) and develop a scope of work for future improvements necessary, if any. CCTV inspection data received through work completed as part of the annual collection system rehabilitation contract will be utilized in evaluating the condition of the existing interceptor sewer and developing any scope of work for improvements that are determined necessary.

1.2.9 Assist the Owner with placing the Annual Rehab Toolbox project out to bid.

1.2.10 Assist the Owner with addressing questions raised during the bidding process.

1.2.11 Review bids received and make recommendations for Award of the Annual Rehab Toolbox Bid to the Owner.

1.3 Construction Phase

1.3.1 For projects developed and undertaken as part of a purchase order under the annual collection system rehabilitation contract, and as requested by the OWNER, issue instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.2 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.3 Conduct site observation periodically, as requested by the OWNER, to determine if the Project is being completed substantially in accordance with the contract documents and if the Contractor is following the work as identified in the valid purchase order's scope of work.

1.3.4 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract

documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects (Identified in Section 1.1.3.1 and 1.3.1.3)	Engineering Services anticipated through a period ending October 31, 2024.
Professional Engineering Services related to the Operational Management and on-site observation assistance with the Wastewater collection system (Identified in Section 1.1.3.2)	Engineering Services provided as described herein until the estimated, maximum fee for said services is exhausted.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the Attachment Number One to Exhibit A: "RATE SCHEDULE 2024, 2025, 2026"; with a total compensation ceiling of $237,000, as set forth in Work Authorization Number **AMA-OC-024-006** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum as follows:

Task	**Estimated Fee**
Standard Project Engineering Services	
Miscellaneous Sanitary Sewer Collection System Rehabilitation Toolbox (1.1.3.1)	
Annual Collection System Rehabilitation Toolbox Contract Management (Paragraphs 1.1.3.1.1, 1.1.3.1.2, 1.1.3.1.3 and 1.1.3.1.5)	$49,000
Future Rehabilitation Toolbox Project Planning and Development (Paragraph 1.1.3.1.4)	$16,000
GIS System Data Updates for Work Completed Under Toolbox (Paragraph 1.1.3.1.6)	$2,500
Maps and Other Data for Regulatory Agency Reporting (Paragraph 1.1.3.1.7)	$1,000
Professional Engineering Services related to the Operational Management and on-site observation assistance with the collection System (1.1.3.2)	
Operational Management Assistance and Resident Project Representation, as requested. (Paragraph 1.1.3.1.8 and 1.1.3.1.9)	$150,000
Annual Rehab Toolbox Development and Bidding (Paragraph 1.1.3.3)	$18,500
Total Estimated Maximum Fee – All Services	$237,000

4. SUMMARY OF ATTACHMENTS

Attachment Number One Rate Schedule

ATTACHMENT NUMBER ONE
ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

RATE SCHEDULE
2024, 2025 and 2026

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026
Principal/Engineer VI	$289	$302	$316
Principal/Engineer V	$257	$269	$281
Principal/Engineer IV	$233	$243	$254
Principal/Engineer III	$215	$224	$234
Project Manager/Engineer II	$190	$199	$208
Project Manager/Engineer I	$173	$181	$189
Technician IV	$157	$164	$172
Technician III/GIS Specialist	$157	$164	$172
Technician III	$133	$139	$145
Technician II	$119	$125	$130
Technician I	$112	$118	$123
Two-Man GPS Survey Crew	$220	$230	$241
One-Man GPS Survey Crew	$173	$181	$189
Three-Man Survey Crew	$240	$251	$262
Two-Man Survey Crew	$190	$199	$208
Registered Land Surveyor II	$203	$212	$222
Registered Land Surveyor I	$179	$187	$195
Survey Crew Member	$91	$95	$99
Right of Way Specialist	$139	$145	$152
Project Representative III	$133	$139	$145
Project Representative II	$119	$125	$130
Project Representative I	$110	$115	$120
Secretary/Assistant	$91	$95	$99
Print Specialist	$91	$95	$99

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.67 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

COUNCIL BILL NO. 2024-120 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the amount of Two Hundred Thirty-Seven Thousand and 00/100 DOLLARS ($237,000.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the said agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the amount of Two Hundred Thirty-Seven Thousand and 00/100 DOLLARS ($237,000.00), for the Wastewater Collection System Rehabilitation Toolbox Project on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said agreement, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant's shall be paid from the Sanitary Sewer Fund No. 415-4542-540-8675.

Section 4. That this Council Bill shall have an effective date of October 8, 2024

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for through this agreement.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-138 Construction Agreement between City of Joplin and D&E Plumbing and Heating, Inc. for the Range Line Road and East 15th Street Extension Project

MEETING DATE
September 16, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-138; Agreement; Bid Documents; Location Map; Bid Summary; MoDOT Concurrence Letter

REVIEWED BY
Director of Public Works, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with D&E Plumbing and Heating Inc. in the amount of One Million Five Hundred Twenty-Three Thousand Four Hundred Eighty-Six and 15/100 dollars ($1,523,486.15) for construction of the Range Line Road and East 15th Street Extension Project.

BACKGROUND
On January 10, 2005, the City Council adopted Ordinance No. 2005-006 approving the 1717 Market Place Tax Increment Financing Plan. Funds generated in the district were to be used on various infrastructure improvements including the 17th Street extension and a signalized intersection at 17th & Range Line. Also included in the required improvements was extending 15th Street from Range Line Road approximately two blocks east. In 2018, the developer approached the City, requesting that the City provide project management for the 15th Street Extension. The options to manage the project were presented to Council, with Council providing direction to staff. The City Manager met with the City Attorney, Finance, Zoning & Planning, and Public Works to discuss the request. Staff agreed to manage the project. The amendment to the Market Place 1717 TIF Plan was approved by City Council on May 21, 2018; Ordinance 2018-063.

On January 21, 2020, City Council approved a Cost Share Agreement with the Missouri Highways and Transportation Commission for improvements at the intersection of 15th Street and Range Line Road, with MoDOT paying 50% of the project costs incurred within the MoDOT Right of Way, in the not to exceed amount of $457,443.00.

In accordance with the City of Joplin's procurement policies, a request for bid proposal for the Range Line Road and East 15th Street Extension Project was advertised in the Joplin Globe on July 5th, 2024, and bids were received by the City on July 30th, 2024. Two bids were received, with D&E Plumbing and Heating Inc. selected as the lowest responsive bidder. The low bid was over the engineer's estimate. The City received Concurrence in Award of the project from MoDOT on September 6, 2024.

The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed within 200 calendar days, and by November 15, 2025.

FUNDING SOURCE

This item is included in the FY 2024 Budget in the Infrastructure Improvements Fund, to be reimbursed by the 1717 Marketplace TIF.

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading.

Bid Summary

PROJECT: Range Line Road and East 15th Street Extension

DATE OF BID OPENING: July 30th, 2024

CONTRACTOR	BID
D&E Plumbing and Heating, Inc.	$1,523,486.15
Sprouls Construction Inc.	$2,000,807.30
Engineer's Estimate	**$1,122,967.62**

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Joplin, (hereinafter referred to as the Owner) and D & E Plumbing & Heating, Inc., 1112 N. Falcon Crest Court, Nixa, MO, 65714 (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Intersection Improvements at 15th Street and Rangeline Road (BL 49) and extension of 15th Street in Joplin.

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

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

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 Contractor Signatory certifies that the Contractor 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 contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the amount **One Million, Five Hundred Twenty-Three Thousand, Four Hundred Eighty-Six and 15/100 Dollars ($1,523,486.15)** as full compensation for the performance of work embraced in this Contract, subject to adjustments as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this _____ day of _____, 2024

City of Joplin, acting by and through the

By: _____

_____
Director of Public Works, City of Joplin

ATTEST: (SEAL)

_____
City Clerk, City of Joplin

Contractor: D & E Plumbing & Heating, Inc.

By _____
Authorized Contractor Signature

_____
Printed Name of Signatory

ATTEST: (SEAL)

_____
[Attest Person Title Here and Printed Name]

OWN
Engineering beyond.™

ADDENDUM NO. 2

TO: All Holders of Plans and Contract Documents for the City of Joplin S6030(41)

ISSUED: July 24, 2024

_____
Name of Bidder

_____
Receipt Acknowledged By

Gentlemen,

This Addendum is hereby made a part of the Contract Documents to the same extent as if it were originally included herein. This Addendum shall be inserted in the Contract Documents and submitted with the Bid, and includes the following items:

CONTRACT DOCUMENTS:

Wage Order: Replace the following:

- Federal Prevailing Wage MO20240001 04/19/2024 with updated Federal Prevailing Wage MO20240001 07/12/2024.

Plans – Typical Sections:

- Replace plan sheets from this addendum to more clearly define the type of asphalt that will be used to construct the City portions of 15th Street.

Sincerely,

Sean L. Matlock, PE
Office Leader

"General Decision Number: MO20240001 07/12/2024

Superseded General Decision Number: MO20230001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination,

		if it is higher) for all	
		hours spent performing on	
		that contract in 2024.	

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/23/2024
3	03/08/2024
4	04/19/2024
5	05/24/2024
6	07/05/2024
7	07/12/2024

CARP0002-002 05/01/2023

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	$ 40.34	21.25

CARP0005-006 05/01/2023

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

	Rates	Fringes

Carpenters:
CARPENTERS & LATHERS.....$ 43.28 21.25
MILLWRIGHTS & PILEDRIVERS...$ 43.28 21.25

CARP0011-001 05/01/2023

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX,LINN, MACON, MILLER, MONITEAU,MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	$ 34.31	21.25
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL,DAVIESS, DEKALB,GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY,ST. CLAIR, SALINE AND WORTH COUNTIES.....	$ 32.64	21.25
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	$ 34.31	21.25
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY,JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	$ 32.20	21.25
BENTON, MORGAN AND PETTIS...	$ 32.69	21.25
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	$ 34.15	21.25
BUCHANAN, CLINTON, JOHNSON		

AND LAFAYETTE COUNTIES.....$ 33.43 21.25
CARTER, HOWELL, OREGON AND
RIPLEY COUNTIES.....$ 32.99 21.25
CRAWFORD, DENT, GASCONADE,
IRON, MADISON, MARIES,
MONTGOMERY, PHELPS,
PULASKI, REYNOLDS, SHANNON
AND TEXAS COUNTIES.....$ 34.14 21.25
FRANKLIN COUNTY.....$ 37.93 21.25
JEFFERSON AND ST. CHARLES
COUNTIES.....$ 40.34 21.25
LINCOLN COUNTY.....$ 36.21 21.25
PIKE, ST. FRANCOIS AND
WASHINGTON COUNTIES.....$ 35.01 21.25
WARREN COUNTY.....$ 36.69 21.25

ELEC0001-002 07/17/2022

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	$ 43.56	29.10

ELEC0002-001 09/04/2022

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

	Rates	Fringes

Line Construction:
Equipment Operator.....$ 44.16 23.14
Groundman & Truck Driver....$ 33.74 19.34
Lineman & Cable Splicer.....$ 51.45 25.81

ELEC0053-004 01/01/2024

Rates Fringes

Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)
Groundman Powderman.....$ 35.71 1.5%+9.04
Groundman.....$ 32.32 1.5%+18.25
Lineman Operator.....$ 48.73 1.5%+23.33
Lineman.....$ 54.02 1.5%+25.08

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

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* ELEC0095-001 06/01/2024

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

	Rates	Fringes
Electricians:		
Cable Splicers	$ 25.40	12.19
Electricians	$ 31.09	8%+18.04

ELEC0124-007 08/28/2023

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

	Rates	Fringes
Electricians	$ 47.37	25.89

ELEC0257-003 03/01/2024

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	$ 38.50	17.515

ELEC0350-002 12/01/2023

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	$ 36.60	20.96

ELEC0453-001 09/01/2023

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES.	$ 36.08	17.91
PULASKI and TEXAS COUNTIES..	$ 36.08	17.91
STONE and TANEY COUNTIES....	$ 26.62	17.11

ELEC0545-003 06/01/2023

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

	Rates	Fringes
Electricians:.....	$ 36.75	20.40

ELEC0702-004 01/01/2024

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

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	$ 36.89	30%+8.60
Groundman-Equipment Operator Class II (all other equipment).....	$ 44.92	30%+8.60
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	$ 50.37	30%+8.60
Lineman.....	$ 63.30	30%+8.60

ENGI0101-001 05/01/2020

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip

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

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

HOURLY PREMIUMS:

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

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

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

ENGI0101-005 04/01/2022

CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 38.42	20.44
GROUP 2	$ 37.38	20.44

GROUP 3.....	$ 32.91	20.44
GROUP 4.....	$ 36.26	20.44

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: ""A"" Frame truck operator; back filler operator; boilers (1); chip spreader;churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power

shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:
HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($1.00) ABOVE GROUP 1 RATE:
Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;
Piledrivers 80 ft. of boom or over (including jib);
Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2019

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 31.72	14.88
GROUP 2	$ 31.37	14.88
GROUP 3	$ 31.17	14.88
GROUP 4	$ 29.12	14.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all

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

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

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive $ .25 above GROUP 1 rate:
Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);
Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive $ .50 above GROUP 1 rate:
Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive $ .75 above GROUP 1 rate:
Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/03/2023

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.01	29.63
GROUP 2	$ 41.01	29.63
GROUP 3	$ 39.71	29.63
GROUP 4	$ 39.26	29.63

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 Spreaker; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Cimbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self- propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity;

Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjenction with an air compressor, operator shall be paid $ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2""; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

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

GROUP 4: Crane type

HOURLY PREMIUMS:

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

ENGI0513-006 05/01/2022

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

FOOTNOTE: HOURLY PREMIUMS

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

Tunnel, man assigned to work in tunnel or tunnel shaft - $0.50;
Wrecking, when machine is working on second floor or higher - $0.50;

ENGI0513-007 05/03/2023

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.01	29.63
GROUP 2	$ 41.01	29.63
GROUP 3	$ 39.71	29.63
GROUP 4	$ 39.26	29.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; athey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser

mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills nd any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2""; pumps, electric submersible, two through six, over 4""; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

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

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

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

IRON0010-012 04/01/2024

	Rates	Fringes

Ironworkers:
ANDREW, BARTON, BENTON,
CAMDEN, CEDAR, CHARITON,
CHRISTIAN, COOPER, DADE,
DALLAS, DAVIESS, DE KALB,
GENTRY, GREENE, GRUNDY,
HARRISON, HICKORY, HOLT,
HOWARD, LACLEDE, LINN,
LIVINGSTON, MERCER,
MONITEAU, MORGAN, NODAWAY,
PETTIS, POLK, PUTNAM,
RANDLOPH, ST. CLAIR,
SULLIVAN, TANEY, VERNON,
WEBSTER, WRIGHT and WORTH

Counties and portions of
ADAIR, BOONE, MACON,
MILLER and RANDOLPH
Counties.....$ 35.00 33.56
ATCHISON, BATES, BUCHANAN,
CALDWELL, CARROLL, CASS,
CLAY, CLINTON, HENRY,
JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
SALINE, AND RAY COUNTIES....$ 38.00 33.56

IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker	$ 27.00	20.96

IRON0396-004 08/02/2023

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	$ 40.37	30.55

IRON0396-009 08/02/2023

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	$ 40.37	30.55

IRON0577-005 06/01/2023

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

	Rates	Fringes
Ironworker	$ 31.55	25.05

IRON0584-004 06/01/2023

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

	Rates	Fringes
Ironworkers:	$ 29.00	16.20

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

LABO0042-003 03/01/2023

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer	$ 36.65	17.12

LABO0042-005 03/01/2023

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman	$ 36.65	17.12
Laborers, Flaggers	$ 36.65	17.12
Wrecking	$ 36.65	17.12

LABO0110-005 05/01/2023

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1	$ 35.49	15.62
GROUP 2	$ 36.09	15.62
LABORER (Washington County)		
GROUP 1	$ 32.98	15.62
GROUP 2	$ 32.98	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees;

feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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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LABO0579-005 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, SALINE, STONE,
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 buggie man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; 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 nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0660-004 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1	$ 32.98	15.62
GROUP 2	$ 32.98	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe

lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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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LABO0660-006 03/01/2023

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	$ 36.91	15.62

LABO0662-001 05/01/2023

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1	$ 32.98	15.62
GROUP 2	$ 32.98	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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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LABO0663-002 04/01/2024

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 35.24	15.57
GROUP 2	$ 36.45	15.57

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer,water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with

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

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

LABO0840-011 05/01/2023

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	$ 32.98	15.62
GROUP 2	$ 32.98	15.62

LABORER (Franklin County)

GROUP 1	$ 35.44	15.62
GROUP 2	$ 36.04	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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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LABO0955-012 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1	$ 32.98	15.62
GROUP 2	$ 32.98	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men

handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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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LABO1104-005 05/01/2023

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

	Rates	Fringes
LABORER		

GROUP 1.....	$ 32.98	15.62
GROUP 2.....	$ 32.98	15.62

LABORERS CLASSIFICATIONS

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

PAIN0002-006 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

PAIN0003-004 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

PAIN0003-011 04/01/2019

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

	Rates	Fringes
Painters:		

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

PAIN1185-008 04/01/2024

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

	Rates	Fringes
Painters:		
Brush and Roller	$ 32.25	16.86
Floor Work	$ 33.25	16.86
Lead Abatement	$ 33.25	16.86
Spray	$ 33.25	16.86
Structural Steel, Sandblasting and All Tank Work	$ 34.25	16.86
Taping, Paperhanging	$ 33.25	16.86

PAIN1292-002 09/01/2022

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks	$ 33.93	15.36
Brush & Roller	$ 29.58	15.36
Spray & Abrasive Blasting;		

Waterblasting (over 5000
PSI).....$ 31.58 15.36

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

PAIN1292-003 09/01/2022

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks	$ 33.93	15.36
Brush & Roller	$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI)	$ 31.58	15.36

Height Rates (All Areas):
0ver 60 ft. $0.50 per hour
Under 60 ft. $0.25 per hour.

PAIN2012-001 04/01/2023

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

	Rates	Fringes
Painters:		
Brush & Roller	$ 34.22	19.13
Sandblaster	$ 38.46	19.13
Steeplejack	$ 42.03	19.13

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

PLAS0518-006 03/01/2023

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	$ 26.57	12.43

PLAS0518-007 04/01/2024

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

	Rates	Fringes
Cement Masons:	$ 37.61	18.71

PLAS0518-011 04/01/2023

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 36.03	20.50

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

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

PLAS0908-001 05/01/2023

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

	Rates	Fringes
CEMENT MASON	$ 32.30	18.38

PLAS0908-005 05/01/2023

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

	Rates	Fringes
CEMENT MASON	$ 32.30	18.38

PLUM0008-003 06/01/2024

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers	$ 56.63	24.54

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

PLUM0045-003 08/01/2023

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

	Rates	Fringes
Plumbers and Pipefitters	$ 44.35	26.05

PLUM0178-003 11/01/2023

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

	Rates	Fringes
Plumbers and Pipefitters	$ 37.15	15.42

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

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

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

PLUM0562-016 07/01/2023

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

	Rates	Fringes
Plumbers		
Mechanical Contracts including all piping and 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

TEAM0013-001 05/01/2023

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1	$ 33.04	15.15
GROUP 2	$ 33.19	15.15
GROUP 3	$ 33.31	15.15
GROUP 4	$ 33.20	15.15
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI,		

MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)

GROUP 1	$ 33.77	15.05
GROUP 2	$ 33.93	15.05
GROUP 3	$ 33.92	15.05
GROUP 4	$ 34.04	15.05

Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)

GROUP 1	$ 36.13	15.15
GROUP 2	$ 36.24	15.15
GROUP 3	$ 36.28	15.15
GROUP 4	$ 36.35	15.15

Truck drivers (LINCOLN and WARREN COUNTIES)

GROUP 1	$ 34.78	15.15
GROUP 2	$ 34.89	15.15
GROUP 3	$ 35.93	15.15
GROUP 4	$ 35.00	15.15

TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

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TEAM0056-001 05/01/2020

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Agitator and transit mix-trucks.

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

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

TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Truck drivers:		
Traffic Control Service Driver	$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes

Truck drivers:

GROUP 1	$ 35.31	17.55
GROUP 2	$ 34.74	17.55
GROUP 3	$ 34.22	17.55

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom ruck Driver.

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

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2023

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 34.37	8.44+a+b+c+d
GROUP 2	$ 34.37	8.44+a+b+c+d
GROUP 3	$ 34.37	8.44+a+b+c+d

a. PENSION: 5/1/2012 - $182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive $1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed

trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was 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. 01/03/2024 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.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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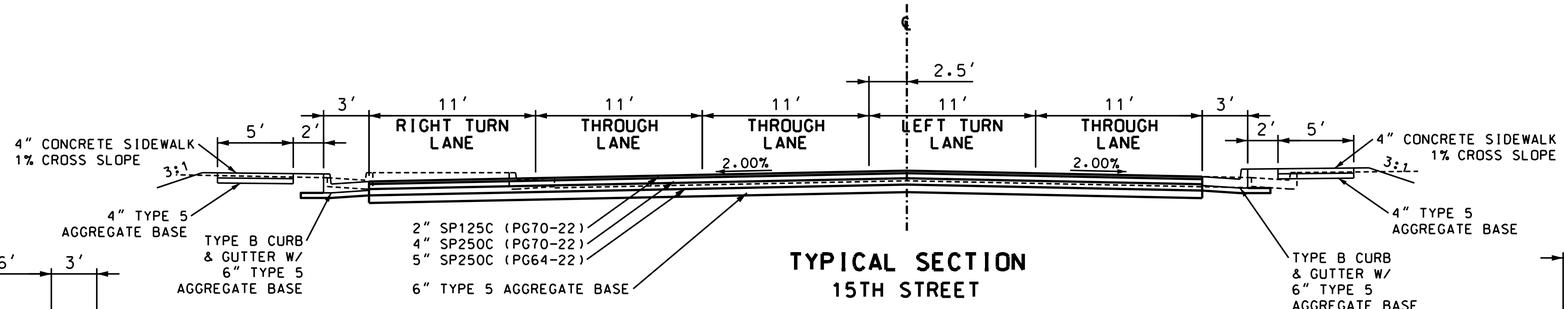
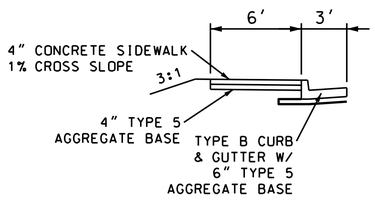
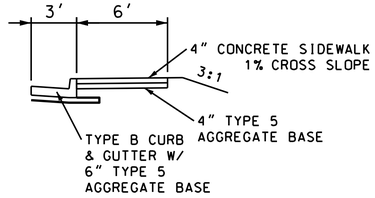
END OF GENERAL DECISION"



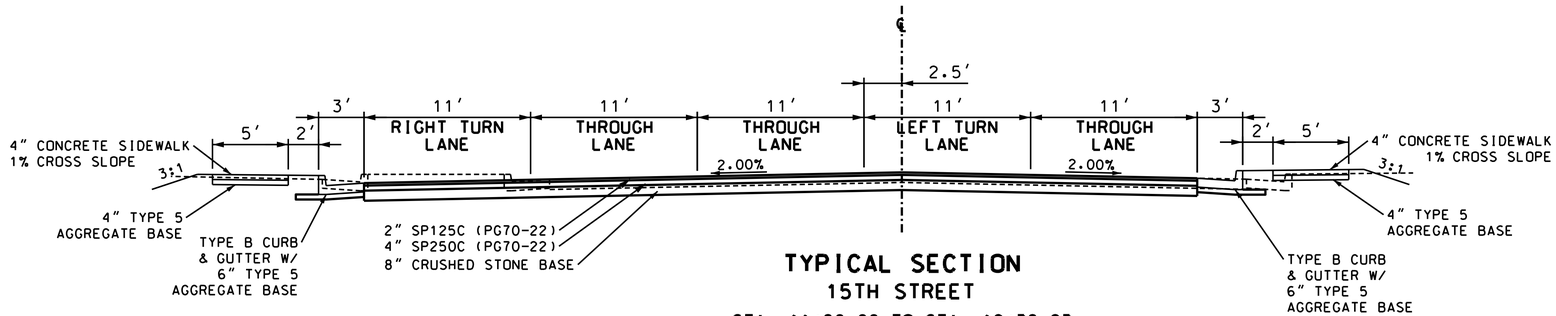
TYPICAL SECTION
15TH STREET
STA. 10+31.30 TO STA. 11+80.00



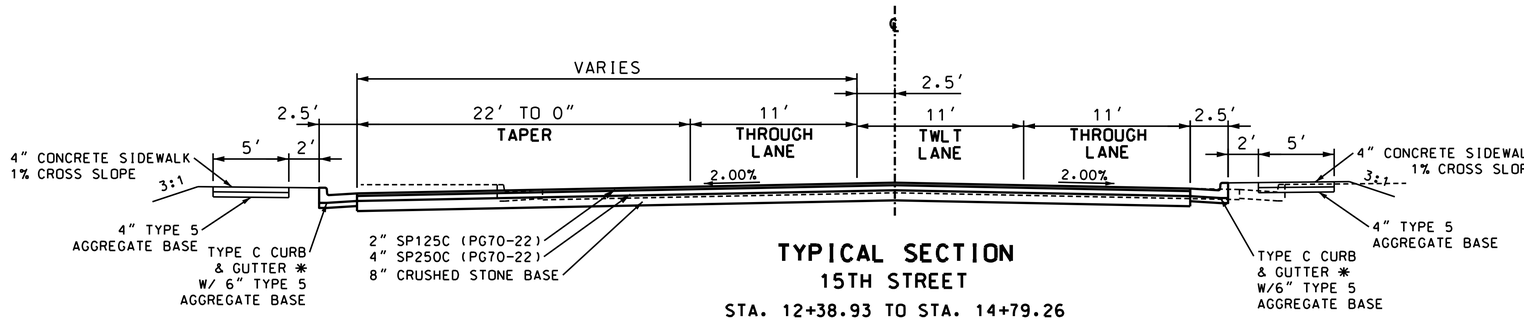
STA. 10+31.30 TO STA. 11+35.37



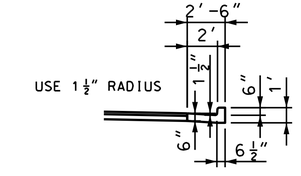
STA. 10+31.30 TO STA. 11+04.12



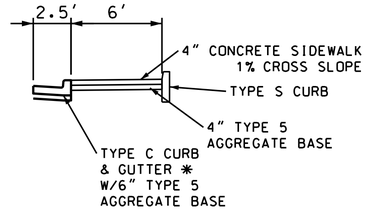
TYPICAL SECTION
15TH STREET
STA. 11+80.00 TO STA. 12+38.93



TYPICAL SECTION
15TH STREET
STA. 12+38.93 TO STA. 14+79.26



✱ TYPE C CURB & GUTTER
PER CITY OF JOPLIN STANDARDS



STA. 13+23.19 TO STA. 14+79.26

TYPICAL SECTIONS
SHEET 2 OF 10

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
02/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	2

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

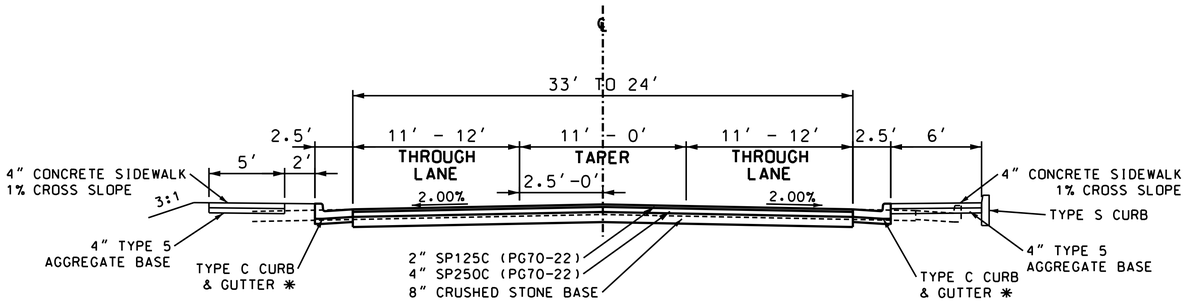
BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

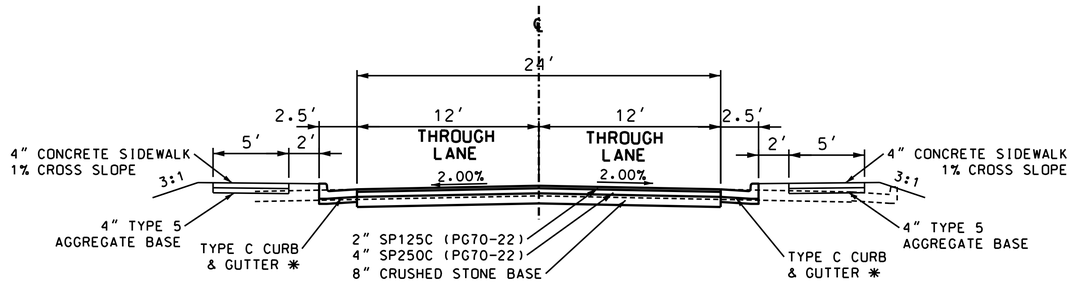
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
STH STREET, P.O. BOX 2881, JOPLIN, MISSOURI 64803 (417) 624-6910
ANDERSON CO# 000062 - ANDREW EGNARTI, PE# 2009038117 417-439-4172



TYPICAL SECTION
15TH STREET
STA. 14+79.26 TO STA. 15+79.24

✱ SEE TYPICAL SHEET 2 OF 3
FOR DETAIL OF TYPE C CURB & GUTTER



TYPICAL SECTION
15TH STREET
STA. 15+79.24 TO STA. 16+84.09

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
02/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	2

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
5710 RT. K, P.O. BOX 240, OSAGE BEACH, MISSOURI 65065 (417) 348-2444
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 2009019117

RIGID CONDUIT , CABLE-CONDUIT, & POWER CABLE (COST SHARE)

FROM	TO	CENTER TO CENTER DISTANCE	TRENCHED 2" (FT.)	TRENCHED 3" (FT.)	PUSHED 4" (FT.)	POWER 1c #8 (FT)	1" CABLE-CONDUIT 2 CONDUCTORS (W/1 BARE NEUTRAL) #8 AWG (FT)	CABLE-CONDUIT TRENCHING TYPE 1 (FT)	POLE & BRACKET 1c #10 (FT.)	REMARKS
PWR	CONT	8	14			96				POWER TO CONTROLLER
CONT	PB 7	8		22						2-3" TRENCHED CONDUIT
PB 7	PB 8	99			97					CIRCUIT 1
PB 9	PB 10	85			83					CIRCUIT 2
CONT	PB 7	8					23			CIRCUIT 1
PB 7	LT 1	3					15		84	CIRCUIT 1
PB 7	LT 2	189					216	90	84	CIRCUIT 1
CONT	PB 7	8					22			CIRCUIT 2
PB 7	LT 3	191					224	106	84	CIRCUIT 2
										SEE SHT 36 FOR POWER SUPPLY
		TOTAL	**14**	**22**	**180**	**96**	**500**	**196**	**252**	
		USE	**14**	**22**	**180**	**100**	**500**	**196**	**260**	

PRECAST DROP INLET (CITY OF JOPLIN)

STA.	ROUTE	OFFSET	INLET ID	SIZE	TYPE T DROP INLET QTY 2.5 X 3 (EA.)	TYPE 3 FRAME & COVER (EA.)	DROP INLET PAY DEPTH 2.5 X 3 (FT.)	PIPE OPENING (#-Size)	CLASS 3 EXC. (CY)
13+68.82	15TH	23.51' LT	T#4	2.5 X 3	1	1	5.0	2 - 18" & 1-24" RCP	8.4
13+88.03	15TH	23.5' RT	T#4A	2.5 X 3	1	1	4.5	1 - 18" RCP	7.6
15+10.03	15TH	17.05' LT	T#5	2.5 X 3	1	1	5.5	2 - 18" RCP	9.3
15+12.44	15TH	21.06' RT	T#5A	2.5 X 3	1	1	4.0	1 - 18" RCP	6.7
					TOTAL	**4**	**19**	**TOTAL**	**32.0**
					USE	**4**	**19**	**USE**	**32**

PRECAST DROP INLET (COST SHARE)

STA.	ROUTE	OFFSET	INLET ID	SIZE	TYPE T DROP INLET QTY 5 X 3 (EA.)	TYPE T DROP INLET QTY 2.5 X 3 (EA.)	TYPE 3 FRAME & COVER (EA.)	DROP INLET PAY DEPTH 5 X 3 (FT.)	DROP INLET PAY DEPTH 2.5 X 3 (FT.)	PIPE OPENING (#-Size)	CLASS 3 EXC. (CY)
139+33.20	BL49	37.29' LT	T#1	5 X 3	1		1	3		2 - 24" RCP	7.0
10+92.48	15TH	46.47' LT	T#2	2.5 X 3		1	1		3.5	2 - 24" RCP	5.9
11+65.02	15TH	40.0' LT	T#3	2.5 X 3		1	1		4.5	1 - 18" & 2-24" RCP	7.6
11+65.02	15TH	24.0' RT	T#3A	2.5 X 3		1	1		4.0	1 - 18" RCP	6.7
						TOTAL	**4**	**3**	**12**	**TOTAL**	**27.2**
						USE	**4**	**3**	**12**	**USE**	**27**

11" ASPHALTIC CONCRETE PAVEMENT (COST SHARE)

STA.	STA.	RTE.	ROAD WIDTH (LF)	11" ASPH. CONC. PAVEMENT (SY)	6" TYPE 5 AGGREGATE BASE (SY)	REMARKS
10+31.30	11+80.00	15th	VARIES	1349.7	1349.7	
			TOTAL	**1349.7**	**1349.7**	
			USE	**1349.7**	**1350**	

PAVEMENT (CITY OF JOPLIN)

STA.	STA.	RTE.	ROAD WIDTH (LF)	2" SP125C (PG70-22) (SY)	4" SP250C (PG70-22) (SY)	8" CRUSHED STONE BASE (SY)	REMARKS
11+80.00	12+38.93	15th	55	360.1	360.1	360.1	
12+38.93	14+79.26	15th	VARIES	1181.6	1181.6	1181.6	TAPERS 55' TO 33.5'
14+79.26	15+79.24	15th	VARIES	319.4	319.4	319.4	TAPERS 33.5' TO 24'
15+79.24	16+84.09	15th	24	279.6	279.6	279.6	
			TOTAL	**2140.7**	**2140.7**	**2140.7**	
			USE	**2140.7**	**2140.7**	**2140.7**	

SUMMARY OF QUANTITIES
SHEET 5 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED 2/23/2024
ROUTE BL 49 | STATE MO
DISTRICT SW | SHEET NO. 3
COUNTY JASPER
JOB NO. J7S3430
CONTRACT ID.
PROJECT NO.
BRIDGE NO.

DESCRIPTION | DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
2118 S. 7TH STREET TRAFFICWAY SPRINGFIELD, MISSOURI 65807 (417) 334-6144
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009018117

OWN

Engineering beyond.™

ADDENDUM NO. 1

TO: All Holders of Plans and Contract Documents for the City of Joplin S6030(41)

ISSUED: July 12, 2024

_____

Name of Bidder

_____

Receipt Acknowledged By

Gentlemen,

This Addendum is hereby made a part of the Contract Documents to the same extent as if it were originally included herein. This Addendum shall be inserted in the Contract Documents and submitted with the Bid, and includes the following items:

CONTRACT DOCUMENTS:

Notice to Contractors: Replace the following:

- **(9) Prevailing Wage (STATE):** Reference to "Annual Wage Order No. **30**" shall be "**Annual Wage Order No. 31"**

JSPs:

- B. Contract Liquidated Damages 2.0 Period of Performance:
  - Dates should be as follows:
    - Notice to Proceed: September 16, 2024
    - Completion Date: November 15, 2025
- C. Work Zone Traffic Management JSP-02-06N.
  - 4.3.2 Stage 2
    - **Add E.** East leg of 15th Street (Wal-Mart Entrance) may be closed for no more than 45 calendar days for construction. Other than this 45-calendar day period, two-way traffic shall be maintained when no active construction activity is ongoing.
- F. Liquidated Damages Specified JSP-93-28
  - 1.0 Description.
    - Date referenced shall be changed from **November 1, 2024,** to **November 15, 2025.**

Sincerely,

Sean L. Matlock

Sean L. Matlock, Pe
Office Leader

S6030(41)

CITY OF JOPLIN, MISSOURI
602 S MAIN ST.
JOPLIN, MO 64801

CONTRACT
AND
BOND
FOR
CONSTRUCTING OR IMPROVING

S6030(41) Rangeline Road and 15th Street, Joplin, Missouri

BUSINESS LOOP 49, JASPER COUNTY, MISSOURI

PREPARED BY:



OWN
Engineering beyond.

6/27/24

2215 Fairlawn Drive Carthage, MO 64836
417-358-9551

INVITATION TO BID

SEALED BIDS for construction of S6030(41) Rangeline Road and 15th Street, will be received by the City of Joplin, 602 Main Street, Joplin, MO 64801 until 2:00 o'clock P.M. (Prevailing Local Time), July 30, 2024, and then publicly opened and read aloud at the City of Joplin, 602 Main Street, Joplin, MO 64801. All bids shall be submitted in the form of hard copy attached.

The proposed work includes: **Intersection Improvements at 15th Street and Rangeline Road (BL 49) and extension of 15th Street in Joplin.**

Complete digital project bidding documents are available at www.weareown.com You may download the digital plan documents for a non-refundable fee of $55.00. The Quest Project Number is **9207380.**

The envelopes containing bids shall be marked as follows:

City of Joplin, Mo.
Attn: Director of Public Works
Proposal For: 15th Street & Range Line Road Intersection Improvements Project No. S6030(41)

All questions concerning the bid document preparation can be directed to the Engineer, OWN, Inc. – Sean Matlock, PE at smatlock@weareown.com. Bids must be in the hands of the City of Joplin Director of Public Works before 2:00 PM. prevailing local time on July 30, 2024, at which time all bids will be opened by the Director of Public Works at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in the 4th Floor Conference Room.

A Pre-bid Meeting will be held at 2:00 PM, July 22, 2024 Joplin City Hall, 5th Floor Study. All bidders are **highly encouraged to attend** the Pre-Bid Meeting and sign the attendance sheet at the meeting.
Bidders with questions concerning this invitation may contact Sean Matlock, P.E., OWN, Inc. (formerly Anderson Engineering, Inc.), 2215 Fairlawn Drive, Carthage, Missouri 64836, at (417) 358-9551.

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.

City of Joplin 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, 2023 Edition, including all revisions. The contractor questionnaire must be on file 7 days prior to bid opening.

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

The project will be awarded to the lowest, responsive, responsible bidder. The Owner reserves the right to waive any informalities or minor defects or to reject any or all bids and to re-advertise and to rebid. All materials for the project shall be tax exempt.

Each Bidder must deposit with his/her bid, security in the amount of five percent (5%) of his/her base bid which is subject to conditions provided in the Instructions to Bidders.

The DBE Goal for this project is 6 %.

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

No Bidder may withdraw his bid within thirty (30) consecutive calendar days after the actual date of the opening thereof.

July 5, 2024 Date

City of Joplin
s/Robert Beachner
Capital Improvements Project Manager

BIDDER CHECKLIST

FINAL CHECKLIST BEFORE SUBMITTING BID

☐ 1. Submit the 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's to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. (if applicable – required on highway and bridge projects)

☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.

☐ 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to the City of Joplin. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable)**.

☐ 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.

☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.

☐ 6. For paper bids submit a bid bond executed by bidder and surety or attach cashier's check to the bid bond form.

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

☐ 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

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NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Joplin, 602 Main Street, Joplin, MO 64801 for the proposed work will be received by the City of Joplin until 2:00 o'clock P.M. (Prevailing Local Time) on July 30, 2024 at the office of the City of Joplin, and at that time will be publicly opened and read. Bids should be delivered to: City of Joplin, 602 Main Street, Joplin, MO 64801.

(1) PROPOSED WORK: The proposed work, hereinafter called the work, includes **Intersection Improvements at 15th Street and Rangeline Road (BL 49) and extension of 15th Street.**

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

Design Specifications:
2018 AASHTO 7th Edition Highway & Street Design Green Book
Construction Specifications:
Missouri Standard Specifications for Highway Construction
Missouri Standard Plans for Highway Construction

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

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans
For Highway Construction (if applicable)

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

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Joplin", and the term "Engineer" is a reference to the Engineer of Record from OWN, Inc (formerly Anderson Engineering, Inc.).

The contracting authority for this contract is City of Joplin.

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

Calendar Days: **200**
Completion Date: **November 15, 2025**

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

Liquidated damages per day – **See Job Special Provisions**

(5) BID GUARANTY: The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

☐ Paper Bid Bond
☐ Cashier's Check

(6) CERTIFICATIONS FOR FEDERAL JOBS: By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility,

indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

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

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

(9) **PREVAILING WAGE (STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "**Annual Wage Order No. 30**", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

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

All bidders must also be enrolled in the E-Verify Program and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with the 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

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

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

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, 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. On all contracts involving Federal aid, all

products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or $2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

https://www.fhwa.dot.gov/construction/cqit/buyam.cfm

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

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

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

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

☐ sole individual ☐ partnership ☐ joint venture

☐ corporation, incorporated under laws of state of _____.

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

_____

Executed by bidder this _____ day of _____ 20___.

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

(15) TRAINEES: By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be **0 slots** at 1000 hours per slot or **0 hours.**

(16) SUBCONTRACTOR DISCLOSURE: Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

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

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

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

(20) SALES AND USE TAX EXEMPTION: City of Joplin, 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.

(21) RETAINAGE: Retainage of contractor payment is not allowed to be automatically applied to projects as a matter of course and shall not be included in the bid proposal. However, the PS&E can state that in accordance with the Missouri Prompt Pay Act (34.057 RSMo), the owner may withhold payment for any of the following reasons, or as determined by the engineer.

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

BID FORM

S6030(41)

S6030(41) 15TH STREET AND BL49 (RANGELINE ROAD)

CITY OF JOPLIN, MO

OWN
Engineering beyond.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7.

The bidder proposes to furnish all labor, materials, equipment, services, etc.

required for the performance and completion of the work, as follows:

BID FORM

S6030(41) 15th Street and BL49 (Rangeline Road)

Line No.	Item No.	Description	Unit	Quantity	Unit Price	Extended Total
	ROADWAY					
10	2022010	REMOVAL OF IMPROVEMENTS	1	L.S.		
20	2035000	UNCLASSIFIED EXCAVATION	1246	C.Y.		
30	2036000 (1)	COMPACTING EMBANKMENT	68	C.Y.		
40	2037075	COMPACTING IN CUT	1.5	STA.		
50	2063000 (1)	CLASS 3 EXCAVATION	364	C.Y.		
60	2071000	LINEAR GRADING CLASS 1	0.6	STA.		
70	3040504 (1)	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	946	S.Y.		
80	3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	1775	S.Y.		
90	4030404	"11 INCHES, ASPHALTIC CONCRETE PAVEMENT SP125C"	1349.7	S.Y.		
100	6081010	CONCRETE CURB RAMP	122.9	S.Y.		
110	6081012	TRUNCATED DOMES	150	S.F.		
120	6083008	8 IN. CONCRETE MEDIAN STRIP	82.7	S.Y.		
130	6085008	"PAVED APPROACH, 8 IN."	264.9	S.Y.		
140	6086004 (1)	"CONCRETE SIDEWALK, 4 IN."	558.9	S.Y.		
150	6091010	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	21	L.F.		
160	6091052 (1)	CURB AND GUTTER TYPE B	851	L.F.		
170	6143013	"MANHOLE FRAME AND COVER, TYPE 3"	6	EACH		
180	6149902	MISC. (STORM SEWER JUNCTION BOX 4x7)	1	EACH		
190	6161005	CONSTRUCTION SIGNS	832	S.F.		
200	6161008	ADVANCED WARNING RAIL SYSTEM	3	EACH		
210	6161025	CHANNELIZER (TRIM LINE)	199	EACH		
220	6161030	TYPE III MOVEABLE BARRICADE	34	EACH		
230	6161040	FLASHING ARROW PANEL	1	EACH		
240	6161099	"CHANGEABLE MESSAGE SIGN WITH COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CON	7	EACH		
250	6169902	MISC. (ADA COMPLIANT MOVEABLE BARRICADE)	6	EACH		
260	6181000	MOBILIZATION	1	L.S.		
270	6191000	PAVEMENT EDGE TREATMENT	398	L.F.		
280	6200015	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. WHITE"	132	L.F.		
290	6200021	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW"	8	EACH		
300	6200036	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, 30 IN WHITE MIDBLOCK"	56	EACH		
310	6205902A	"6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS"	2348	L.F.		
320	6205906A	"12 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	403	L.F.		
330	6206000C	"4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	706	L.F.		
340	6206001C	"4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	930	L.F.		
350	6207001	PAVEMENT MARKING REMOVAL	2128	L.F.		
360	6207002	PAVEMENT MARKING REMOVAL (SYMBOLS)	2	EACH		
370	6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	1	L.S.		
380	7261018	18 IN. PIPE GROUP A	61	L.F.		
390	7261024 (1)	24 IN. PIPE GROUP A	339	L.F.		
400	7310048	PRECAST CONCRETE MANHOLE - 48 IN.	4	L.F.		
410	7311030	PRECAST CONCRETE DROP INLET 3 FT X 2 FT-6 IN.	12	L.F.		
420	7311053	PRECAST CONCRETE DROP INLET 5 FT X 3 FT	3	L.F.		
430	7320624A	24 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	1	EACH		
440	8031000A	TURF TYPE TALL FESCUE SODDING	800	S.Y.		
450	8061005	ROCK DITCH CHECK	10	L.F.		
460	8061007A	CURB INLET CHECK	7	EACH		
470	8061016 (1)	SEDIMENT REMOVAL	13	C.Y.		
480	8061019	SILT FENCE	503	L.F.		
	LIGHTING ITEMS					
490	9011030	"LIGHTING POLE, 30 FT. OR 9.0 M, TYPE AT"	3	EACH		
500	9011112	"BRACKET ARM, 12 FT. OR 3.6 M"	3	EACH		
510	9011311	"LUMINAIRE, LED-A"	3	EACH		
520	9012230	BASE MOUNTED CONTROL STATION 240 VOLT - 4 CIRCUIT	1	EACH		
530	9013002	"CONDUIT, 2 IN. RIGID, IN TRENCH"	14	L.F.		
540	9013003	"CONDUIT, 3 IN. RIGID, IN TRENCH"	22	L.F.		
550	9014004	"CONDUIT, 4 IN. RIGID, PUSHED"	180	L.F.		
560	9015010	TRENCHING TYPE I	196	L.F.		
570	9016120	"PULL BOX, CONCRETE, STANDARD"	4	EACH		
580	9017008	"CABLE, 8 AWG 1 CONDUCTOR"	100	L.F.		
590	9017110	"CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET"	260	L.F.		
600	9017407	"CABLE-CONDUIT, 1 IN., 2 CONDUCTORS AND 1 BARE NEUTRAL, 8 AWG"	500	L.F.		
610	9018230	POLE FOUNDATION (30 FT. OR 9.0 M MOUNTING HEIGHT)	3	EACH		
620	9018613	"POWER SUPPLY ASSEMBLY, TYPE 2, 240/120 VOLT SERVICE, LIGHTING AND SIGNALS"	1	EACH		

	SIGNALS					
630	9020513	"SIGNAL HEAD, TYPE 3B"	10	EACH		
640	9020514	"SIGNAL HEAD, TYPE 4B"	2	EACH		
650	9020811	"SIGNAL HEAD, TYPE 1S, PEDESTRIAN"	8	EACH		
660	9020833	SH-FLAT SHEET - SIGNAL SIGN	54	S.F.		
670	9020834	"SIGNAL SIGN, MOUNTING HARDWARE"	6	EACH		
680	9022708	"POST, SIGNAL 8 FT. OR 2.4 M"	2	EACH		
690	9023225	"POST, TYPE C, 25 FT. ARM OR 7.6 M ARM"	1	EACH		
700	9023235	"POST, TYPE C, 35 FT. ARM OR 10.7 M ARM"	1	EACH		
710	9023240	"POST, TYPE C, 40 FT. ARM OR 12.2 M ARM"	1	EACH		
720	9023245	"POST, TYPE C, 45 FT. ARM OR 13.7 M ARM"	1	EACH		
730	9024921	"ACCESIBLE PEDESTRIAN SIGNAL"	8	EACH		
740	9024944	"DETECTOR, VEHICLE INDUCTION LOOP (2 CHANNEL - RACK MOUNTED)"	11	EACH		
750	9025020	"CONDUIT, 1 IN., LOOP DETECTOR WITH TRACER WIRE"	63	L.F.		
760	9025200	"CONDUIT, 2 IN., TRENCH WITH TRACER WIRE"	46	L.F.		
770	9025300	"CONDUIT, 3 IN., TRENCH WITH TRACER WIRE"	311	L.F.		
780	9025400	"CONDUIT, 4 IN., TRENCH WITH TRACER WIRE"	20	L.F.		
790	9027400	"CONDUIT, 4 IN., PUSHED WITH TRACER WIRE"	206	L.F.		
800	9028208	"CABLE, 8 AWG 1 CONDUCTOR, POWER"	120	L.F.		
810	9028308	"CABLE, 16 AWG 2 CONDUCTOR"	1320	L.F.		
820	9028310	"CABLE, 16 AWG 5 CONDUCTOR"	1330	L.F.		
830	9028311	"CABLE, 16 AWG 7 CONDUCTOR"	1690	L.F.		
840	9028500	"CABLE, LOOP DETECTOR, IN DUCT"	2820	L.F.		
850	9028510	"CABLE, LOOP DETECTOR, LEAD-IN"	1500	L.F.		
860	9028811	"PULL BOX, PREFORMED CLASS 2"	4	EACH		
870	9028816	"PULL BOX, PREFORMED CLASS 5"	1	EACH		
880	9028821	"PULL BOX, CONCRETE, DOUBLE, TYPE A"	1	EACH		
890	9029100	"BASE, CONCRETE"	13.1	C.Y.		
900	9029902	MISC. (SIGNAL CONTROLLER AND CABINET)	1	EACH		
	SIGNING ITEMS					
910	9031280	2.5 IN. PSST POST - 12 GA.	144	L.F.		
920	9031281A	DRIVEN POST ANCHOR FOR 2.5 IN. PSST - 7 GA.	9	EACH		
930	9035004A	SH-FLAT SHEET	85	S.F.		
940	9039902	MISC. (RELOCATE AND REMOUNT EXISTING SIGN ON NEW PSST)	5	EACH		
	CITY OF JOPLIN					
950	2022010	REMOVAL OF IMPROVEMENTS	1	L.S.		
960	2035000 (1)	UNCLASSIFIED EXCAVATION	2034	C.Y.		
970	2036000	COMPACTING EMBANKMENT	64	C.Y.		
980	2037075 (1)	COMPACTING IN CUT	5	STA.		
990	2063000	CLASS 3 EXCAVATION	372	C.Y.		
1000	2071000 (1)	LINEAR GRADING CLASS 1	1.4	STA.		
1010	3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	1021	S.Y.		
1020	3040506 (1)	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	207	S.Y.		
1030	3109905	MISC. (8 INCH CRUSHED STONE BASE)	2140.7	S.Y.		
1040	4019905	MISC. (ASPHALTIC CONCRETE BASE, 4-INCH)	2140.7	S.Y.		
1050	4019905 (1)	MISC. (ASPHALTIC CONCRETE SURFACE, 2-INCH)	2140.7	S.Y.		
1060	6081010 (1)	CONCRETE CURB RAMP	79.6	S.Y.		
1070	6085008 (1)	"PAVED APPROACH, 8 IN."	560.8	S.Y.		
1080	6086004	"CONCRETE SIDEWALK, 4 IN."	380.8	S.Y.		
1090	6091010 (1)	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	159	L.F.		
1100	6091052	CURB AND GUTTER TYPE B	202	L.F.		
1110	6099903	MISC. (CURB AND GUTTER TYPE C)	380	L.F.		
1120	6143013 (1)	"MANHOLE FRAME AND COVER, TYPE 3"	4	EACH		
1130	6200021 (1)	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW"	3	EACH		
1140	6206000C (1)	"4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	150	L.F.		
1150	6206001C	"4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	1260	L.F.		
1160	6206125A	"24 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	26	L.F.		
1170	7261018 (1)	18 IN. PIPE GROUP A	217	L.F.		
1180	7261024	24 IN. PIPE GROUP A	202	L.F.		
1190	7311030 (1)	PRECAST CONCRETE DROP INLET 3 FT X 2 FT-6 IN.	19	L.F.		
1200	8061007A (1)	CURB INLET CHECK	8	EACH		
1210	8061016	SEDIMENT REMOVAL	8	C.Y.		
		TOTAL COST OF BID				$

Bidder assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functional installation.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

as principal and _____

as surety, are held and firmly bound unto the City of Joplin in the penal sum of _____ Dollars ($) to be paid to the City to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the City on route(s)

Business Loop 49, Missouri

in Jasper County(ies),

project (s) **S6030(41) Rangeline Road and 15th Street** for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the City shall accept the bid of the principal and if the principal shall properly execute and deliver to the City the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the City, 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 City, fail to comply with any requirement as set forth in the preceding paragraph, then the state of Missouri, acting by and through the City, 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 City, 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.

DBE Submittal Forms

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

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 6 % 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 City's proposed DBE Contract Goal: (Attach additional sheets if necessary).

Form ECR-101 (Rev. 05/2020)

DBE Identification Submittal Form
(For Local Program Agency (LPA) Projects)

Job Number:S6030(41)

Route: Business Loop 49 County: Jasper

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 to no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is and the e-mail address for submittal is . Contact MoDOT's External Civil Rights Division (ECR) 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.**

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** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
		DBE Total:		Total %		

**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.
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)
(ECR-101)

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

(A) Insert Bid Line Item in the same order as it appears in the bid document.

(B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.

(C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. If the DBE is furnishing and installing the line item, then 100% of the value can be applied.

(D) Insert the result from dividing columns (B) and (C).

(E) Insert the result from dividing column (D) from the total bid line item amount.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR LOCAL PROGRAMS

1.0 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, national origin, or gender 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 External Civil Rights 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. 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-external-civil-rights

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 less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.

(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 External Civil Rights Division. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies 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, Good Faith Efforts Specified. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, 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. 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) Any bidder rejected for failure to submit the completed and executed "DBE Identification Submittal" information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

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

11.0 DBE Participation for Contract Goal Credit. In addition to participation outlined by 49 CFR part 26, the following shall apply:

In addition to allowances provided for in the Federal Regulations, a bidder may count toward the DBE contract goal the following expenditures to certified DBE firms that are not "regular dealers" or "manufacturers" for DBE program purposes:

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

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

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 External Civil Rights 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$_{18}$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 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period. 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 all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

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STATE OF MISSOURI SEAN L. MATLOCK NUMBER E-27133 PROFESSIONAL ENGINEER THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.	**CITY OF JOPLIN, MISSOURI** 602 S. Main Street Joplin, MO 64801 Phone 1-417-624-0820
	OWN, Inc. *2215 Fairlawn Drive* *Carthage, MO 64836* Certificate of Authority: 000062 Consultant Phone: 417-358-9551
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J7S3430 JASPER COUNTY, MO DATE PREPARED: 2/23/2024
	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-09-02J

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 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 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 2023 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. Contract Liquidated Damages JSP-13-01C

1.0 Description. Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.

2.0 Period of Performance. Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed: May 13, 2024
Completion Date: December 15, 2024

2.1 Calendar Days. The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Job Number	Calendar Days	Daily Road User Cost
J7S3430	200	$5400

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **$750** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified completion date or calendar days.

4.0 Liquidated Damages for Road User Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.

C. 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 **15 minutes** to prevent congestion from escalating beyond this delay threshold. If disruption of the traffic flow occurs and traffic is backed up in queues equal to or greater than the delay time threshold listed above, 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. When a Work Zone Analysis Spreadsheet is provided, the contractor will find it in the electronic deliverables on MoDOT's Online Plans Room. The contractor may refer to the Work Zone Analysis Spreadsheet for detailed information on traffic delays.

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:

When Independence Day falls on:	The Holiday is Observed on:	Halt Lane Closures beginning at:	Allow Lane Closures to resume at:
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

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

3.3 Any work requiring a reduction in the number of through lanes of traffic on BL49 shall be completed during nighttime hours. Nighttime hours shall be considered to be 8:00 p.m. to 7:00 a.m. for this project.

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 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.

4.3 Plans were developed with the following construction staging plan to maintain traffic as per section 4.2. The contractor may submit a revised staging plan deemed equal or better. The engineer will be solely responsible for determining if the revised staging plan is deemed equal or better.

4.3.1 STAGE 1. Establish the intersection of BL-49 and 15th Street as Right-In/Right-Out.

A. Install temporary traffic control devices to restrict all left turn movements to and from 15th Street.
B. Deactivate the traffic control signal at the intersection of 15th Street and BL-49.

4.3.2 STAGE 2. Maintain operation of the intersection of BL-49 and 15th Street as Right-In/Right-Out.

A. Grading, drainage, paving and incidentals on 15th Street
B. Remove traffic signals
C. Install traffic signals, lighting, signing
D. Grading, drainage, paving and incidentals on BL-49

4.3.3 STAGE 3. Operate intersection of BL-49 and 15th Street under signal control (new configuration).

A. Construct remaining items of work for the project with all lanes open and signal in operation.

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.

D. Emergency Provisions and Incident Management SW

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 resident 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 police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol – Troop D: 417-895-6868	
MoDOT Customer Service: 417-895-7600	
Jasper County Sheriff	Jasper County Office of Emergency Management
417-358-8177	417-624-0820
Joplin Fire	Joplin Police
417-623-0403	417-621-3131

Emergency Only Numbers

911
*55 cell phone – Missouri Highway Patrol
417-864-1160 – MoDOT Incident Management Coordinator

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 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.

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

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

Sean L. Matlock, Project Contact
OWN, Inc.
2215 Fairlawn Dr.
Carthage, MO 64836

Telephone Number: 417-358-9551
Email: smatlock@weareown.com

F. Liquidated Damages Specified JSP-93-28

1.0 Description. If all work within Business Loop 49 right of way is not complete and open to traffic prior to November 1, 2024, the Commission, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of $5,000.00 per day for each full day that all work within Business Loop 49 right of way is not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

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

G. Liquidated Damages for Winter Months JSP-04-17A

Delete Sec 108.8.1.3 (a)

Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

H. Supplemental Revisions JSP-18-01AB

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).

Stormwater Compliance Requirements

1.0 Description. This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

1.1 Definitions. The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the "permitted site", as defined in MoDOT's State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

1.2 Reporting of Off-Site Land Disturbance. If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

2.0 Water Pollution Control Manager (WPCM). The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

2.1 Duties of the WPCM:

(a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;

(b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;

(c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;

(d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;

(e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;

(f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point. A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

3.1 Hold Point. Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

4.0 Inspection Reports. Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-

based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

5.1 Liquidated Damages. If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines, and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of $2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

Anti-Discrimination Against Israel Certification

By signing this contract, the Company certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars ($100,000) or to contractors with fewer than ten (10) employees.

Ground Tire Rubber (GTR) Dry Process Modification of Bituminous Pavement Material

1.0 Description. This work shall consist of the dry process of adding ground tire rubber (GTR) to modify bituminous material to be used in highway construction. Existing GTR requirements in Section 1015 pertain to the wet process method of GTR modification that blends GTR with the asphalt binder (terminal blending or blending at HMA plant). The following requirements shall govern for dry process GTR modification. The dry process method adds GTR as a fine aggregate or mineral filler during mix production. All GTR modified asphalt mixtures shall be in accordance with Secs 401, 402, or 403 as specified in the contract; except as revised by this specification.

2.0 Materials. The contractor shall furnish a manufacturer's certification to the engineer for each shipment of GTR furnished stating the name of the manufacturer, the chemical composition, workability additives, and certifying that the GTR supplied is in accordance with this specification.

2.1 Product Approval. The GTR product shall contain a Trans-Polyoctenamer (TOR) added at 4.5 % of the weight of the crumb rubber or an engineered crumb rubber (ECR) workability additive that has proven performance in Missouri. Other GTR additives shall be demonstrated and proven prior to use such as a five-year field performance history in other states or performance on a federal or state-sanctioned accelerated loading facility.

2.2 General. GTR shall be produced from processing automobile or truck tires by ambient or cryogenic grinding methods. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. GTR shall also meet the following material requirements:

Table 1 – GTR Material Properties		
Property	**Test Method**	**Criteria**
Specific Gravity	ASTM D1817	1.02 to 1.20
Metal Contaminates	ASTM D5603	$\leq$ 0.01%
Fiber Content	ASTM D5603	$\leq$ 0.5%
Moisture Content	ASTM D1509	$\leq$ 1.0%*
Mineral Filler	AASHTO M17	$\leq$ 4.0%

*Moisture content of the GTR shall not cause foaming when combined with asphalt binder and aggregate during mix production

2.3 Gradation. The GTR material prior to TOR or ECR workability additives shall meet the following gradation and shall be tested in accordance with ASTM D5603 and ASTM D5644.

Table 2 – GTR Gradation	
Sieve	**Percent Passing by Weight**
No. 20	100
No. 30	98-100
No. 40	50-70
No. 100	5-15

3.0 Delivery, Storage, and Handling. The GTR shall be supplied in moisture-proof packaging or other appropriate bulk containers. GTR shall be stored in a dry location protected from rain before use. Each bag or container shall be properly labeled with the manufacturer's designation for the GTR and specific type, mesh size, weight and manufacturer's batch or Lot designation.

4.0 Feeder System. Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within ± 3 percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

Flow indicators or sensing devices for the system shall be interlocked with the plant controls to interrupt mixture production if GTR introduction rate is not within ± 3 percent. This interlock will immediately notify the operator if GTR introduction rate exceeds introduction tolerances. All plant production will cease if the introduction rate is not brought back within tolerance after 30 seconds. When the interlock system interrupts production and the plant has to be restarted, upon restarting operations; the modifier system shall run until a uniform feed can be observed on the output display. All mix produced prior to obtaining a uniform feed shall be rejected.

4.1 Batch Plants. GTR shall be added to aggregate in the weigh hopper. Mixing times shall be increased per GTR manufacturer recommendations.

4.2 Drum Plants. The feeder system shall add GTR to aggregate and liquid binder during mixing and provide sufficient mixing time to produce a uniform mixture. The feeder system shall ensure GTR does not become entrained in the exhaust system of the drier or plant and is not exposed to the drier flame at any point after introduction.

5.0 Testing During Mixture Production. Testing of asphalt mixes containing GTR shall not begin until at least 30 minutes after production or per additive supplier's recommendation.

6.0 Construction Requirements. Mixes containing GTR shall have a target mixing temperature of 325 F or as directed by the GTR additive supplier. The additive supplier's recommendations shall be followed to allow for GTR binder absorption/reaction. This may include holding mix in the silo to allow time for binder to absorb into the GTR. Rolling operations may need to be modified.

7.0 Mix Design Test Method Modification. A formal mixing procedure from the additive supplier shall be provided to the contractor and engineer that details the proper sample preparation, including blending GTR with the binder or other additives. Samples shall be prepared and fabricated in accordance with this procedure by the engineer and contractor throughout the duration of the project.

8.0 Mix design Volumetrics. Mix design volumetric equations shall be modified as follows:

8.1 Additional virgin binder added to offset GTR absorption of binder shall be counted as part of the mix virgin binder

8.2 GTR shall be included as part of the aggregate when calculating VMA of the mix.

8.2.1 GTR SPG shall be 1.15

8.3 Mix G_{sb} used to determine VMA shall be calculated as follows:

$$G_{sb\,(JMF)} = \frac{(100 - P_{bmv})}{\left(\frac{P_s}{G_{sb}} + \frac{P_{GTR}}{G_{GTR}}\right)}$$

where:

$G_{sb\,(JMF)} = bulk\ specific\ gravity\ of\ the\ combined\ aggregate\ including\ GTR$
$P_{bmv} = percent\ virgin\ binder\ by\ total\ mixture\ weight$
$P_s = percent\ aggregate\ by\ total\ mixture\ weight\ (not\ including\ GTR)$
$P_{GTR} = percent\ GTR\ by\ total\ mixture\ weight$
$G_{sb} = bulk\ specific\ gravity\ of\ the\ combined\ aggregate\ (not\ including\ GTR)$
$G_{GTR} = GTR\ specific\ gravity$

8.4 G_{se} shall be calculated as follows:

$$G_{se} = \frac{(100 - P_b - P_{GTR})}{\left(\frac{100}{G_{mm}} - \frac{P_b}{G_b} - \frac{P_{GTR}}{G_{GTR}}\right)}$$

8.5 P_{be} shall be calculated as follows:

$$P_{be} = P_b - \frac{P_{ba}}{100} * (P_s + P_{GTR})$$

9.0 Minimum GTR Amount. The minimum dosage rate for GTR shall be 5 % by weight of total binder for an acceptable one bump grade or 10 % by weight of total binder for an acceptable two bump grade as detailed in the following table. Varying percentage blends of GTR and approved additives may be used as approved by the engineer with proven performance and meeting the specified requirements of the contract grade.

Contract Binder Grade	Percent Effective Virgin Binder Replacement Limits	Required Virgin Binder Grade	Minimum GTR Dosage Rate
PG 76-22	0 - 20	PG 70-22	5 %
		PG 64-22	10 %
PG 70-22	0 - 30	PG 64-22	5 %
		PG 58-28	10 %
PG 64-22	0 – 40*	PG 58-28	5 %
		PG 52-34	10 %
PG 58-28	0 – 40*	PG 52-34	5 %
		PG 46-34	10 %

* Reclaimed Asphalt Shingles (RAS) may be used when the contract grade is PG 64-22 or PG 58-28. RAS replacement shall follow the 2 x RAS criteria when calculating percent effective binder replacement in accordance Sec 401.

Delete Sec 403.19.2 and substitute the following:

403.19.2 Lots. The lot size shall be designated in the contractor's QC Plan. Each lot shall contain no less than four sublots and the maximum sublot size shall be 1,000 tons. The maximum lot size shall be 4,000 tons for determination of pay factors. Sublots from incomplete lots shall be combined with the previous complete lot for determination of pay factors. When no previous lot exists, the mixture shall be treated in accordance with Sec 403.23.7.4.1. A new lot shall begin when the asphalt content of a mixture is adjusted in accordance with Sec 403.11.

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 and Steel.
On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. 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 Buy America Requirements for Iron and Steel for Manufactured items.
A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

106.9.2 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.

106.9.3 "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.

106.9.4 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.

106.9.4.1 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.

106.9.4.2 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.

106.9.4.3 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.

106.9.5 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.

106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials. Construction materials means 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

106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel. "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.

106.9.7 Buy America Requirements for Manufactured Products.
Manufactured products means:

(a) Articles, materials, or supplies that have been:

(i) Processed into a specific form and shape; or
(ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

106.9.7.1 Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

106.9.7.2 Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

Delete Sec 109.14.1 thru Sec 109.14.8 and substitute the following:

109.14.1 Monthly Fuel Index. Each month, the Monthly Fuel Index will be established as the average retail price per gallon for Ultra Low Sulfur Diesel for the Midwest (PADD 2) area as posted on the first Monday of the month by the U.S. Energy Information Administration (EIA). Should the posted price not be available for any reason, the MoDOT State Construction and Materials Engineer will use reasonable methods, at their sole discretion, to establish the Monthly Fuel Index on an interim basis until the EIA resumes its publication.

109.14.2 Fuel Adjustment Calculation.

B = Base Fuel Index = Monthly Fuel Index in the month in which the project was let
C = Current Index = Monthly Fuel Index in the month in which the work was performed

U = Units of work performed within the current pay estimate period (applicable pay units)
F = Total Fuel Usage Factor (gal./applicable pay units)

Fuel Adjustment (Dollars) = (C – B) x U x F

109.14.3 Each pay estimate period, a fuel adjustment payment or deduction will be applied for the quantity of work performed that period on each qualifying pay item. For calculation of the fuel adjustment, work performed on the first day of a month will generally be included with the second estimate in the previous month to keep fuel adjustments in sync with MoDOT's normal payment estimate period schedule. The Commission reserves the right to include work performed on the first day of the month with the current month to accommodate financial accounting termini, such as the beginning of the state and federal fiscal years (July 1 and October 1).

109.14.4 If the bidder wishes to be bound by these specifications, the bidder shall execute the acceptance form in the proposal. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the price adjustment for fuel.

Disposal of Blast Media and Paint Residue

1.0 Description. Whereas Sec 1081.10 requires delivery of Blast Media and Paint Residue (BMPR) produced from bridge coating activities to The Doe Run Company for recycling, and considering the amount of BMPR produced on all active MoDOT projects statewide at any given point in time may exceed the recycling capacity of Doe Run, this provision allows for an alternate method of disposal of BMPR. The contractor, at its discretion, can choose this disposal option or the Doe Run recycle option, when both are available. When Doe Run is not currently capable or agreeable to accept the BMPR, this alternate disposal option shall be considered mandatory, and at no additional cost to the Commission.

2.0 Disposal in Landfill. In lieu of delivery to Doe Run for recycling, BMPR material shall be disposed in the appropriate type of approved landfill, as determined by Toxicity Characteristic Leaching Procedure (TCLP) testing. The material must be TCLP tested to determine if it contains a level of hazardous waste such that requires disposal in a hazardous waste landfill. A sampling plan for testing shall be submitted to MoDOT for review and concurrence. Sampling shall be performed by the contractor. MoDOT will witness the sampling to ensure it is conducted per the plan submitted.

2.1 The contractor shall submit the collected samples to a qualified third-party testing facility to perform TCLP testing. If the sample indicates that the BMPR material qualifies as hazardous waste, then the materials represented by that sample shall be delivered to a licensed hazardous waste landfill for disposal. The contractor shall be responsible for hiring a licensed hazardous waste transporter to transport the hazardous waste to the landfill. The contractor shall comply with all applicable laws and regulations for storage and shipping of the hazardous waste material. If the testing indicates that the BMPR material qualifies as a special waste, it shall be taken to a certified landfill for disposal. The contractor shall be responsible for the transportation of the special waste material to the certified landfill. The requirement to ship the BMPR material by barrels will be waived. Any alternate containers utilized shall comply with all applicable laws and regulations for shipping this type of special waste material. Copies of all shipping manifests, landfill disposal agreements, and any other legally required documentation shall be provided to the engineer.

3.0 Basis of Payment. No payment will be made for any costs associated with this landfill disposal option, including, but not limited to, sampling, testing, delivery, temporary storage, or disposal fees.

I. ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01C

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

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 commission'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.

J. Contractor Quality Control NJSP-15-42

1.0 The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

2.0 Quality Control Plan.

(a) The name and contact information of the person in responsible charge of the QC testing.
(b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
(c) A proposed independent third party testing firm for dispute resolution, including all contact information.
(d) A list of Hold Points, when specified by the engineer.
(e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website (www.modot.org/quality).

3.0 Quality Control Testing and Reporting. Testing shall be performed per the test method and frequency specified in the ITP. All personnel who perform sampling or testing shall be certified in the MoDOT Technician Certification Program for each test that they perform.

3.1 Reporting of Test Results. All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

3.1.1 Test results shall be reported on electronic forms provided by MoDOT. Forms and Contractor Reporting Excel2Oracle Reports (CRE2O) can be found on the MoDOT website. All required forms, reports and material certifications shall be uploaded to a Microsoft SharePoint® site provided by MoDOT, and organized in the file structure established by MoDOT.

3.2 Non-Conformance Reporting. A Non-Conformance Report (NCR) shall be submitted by the contractor when the contractor proposes to incorporate material into the work that does not meet the testing requirements or for any work that does not comply with the contract terms or specifications.

3.2.1 Non-Conformance Reporting shall be submitted electronically on the Non-Conformance Report form provided on the MoDOT Website. The NCR shall be uploaded to the MoDOT SharePoint® site and an email notification sent to the engineer.

3.2.2 The contractor shall propose a resolution to the non-conforming material or work. Acceptance of a resolution by the engineer is required before closure of the non-conformance report.

4.0 Work Planning and Scheduling.

4.1 Two-week Schedule. Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

4.4 Hold Points. Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when, in the opinion of the engineer, a review of the preceding work is necessary before continuation to the next stage.

4.4.1 A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

4.4.2 Prior to all Hold Point inspections, the contractor shall verify the work has been completed in accordance with the contract and specifications. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection. Re-scheduling of Hold Points require a minimum 24-hour advance notification from the contractor unless otherwise allowed by the engineer.

5.0 Quality Assurance Testing and Inspection. MoDOT will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection checklists provided in the ITP as a guide to minimize findings by MoDOT inspection staff. Submittal of completed checklists is not required, except as specified in 5.1.

5.1 Inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor. Submittal of the 501 Concrete Plant Checklist is required.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

K. Disposition of Existing Signal/Lighting and Network Equipment

1.0 Description. All controllers, cabinets, cabinet equipment, network equipment, DMS equipment, antennas, radios, modems, backup battery units and other equipment noted in the plans shall be removed by the contractor and delivered to the following location:

MoDOT Maintenance Lot
2800 Stephens Blvd.
Joplin, MO 64804

Notify Shannon Johnson, Traffic Supervisor 24 hours prior to delivery:
(417) 621-6567
or (417) 291-6195

2.0 Signal Equipment. All equipment is to be transported to the address listed above. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling the phone number listed above and ask for the field traffic supervisor.

3.0 Network Communication Devices. Devices such as CCTV cameras and domes, video encoders, device servers, Ethernet switches, media converters, and radio assemblies are to be transported to the address listed above in 1.0. The contractor shall notify the MoDOT representative 24 hours prior to each delivery by calling phone number listed above and providing details for the delivery.

4.0 The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Should any of the equipment be damaged by the contractor's negligence, it shall be replaced at the contractor's expense. The contractor shall dispose of any

other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.

5.0 Basis of Payment. Payment for removal, handling and transportation of all equipment specified shall be considered completely covered by the contract unit price for 202-20.10, Removal of Improvements, per lump sum.

L. Notice to Bidders of Funding by Third Party JSP-18-02A

1.0 Bidders are advised that the Missouri Highway and Transportation Commission is required to provide substantial funds for construction of Job No. J7S3430.

2.0 Bidders acknowledge that their bids are made with knowledge of and subject to the condition of Missouri Highways and Transportation Commission providing substantial funds prior to authorization of any award of a contract for this job by the City.

3.0 Bidders agree that they shall be estopped, both in law and equity, to assert any right to award of a contract for this job by the City should Missouri Highways and Transportation Commission not provide substantial funds for any reason.

M. 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:

Utility Name	**Known Required Adjustment**	**Type**
AT&T Distribution Kenny Kennedy 321 W. 8th Street Joplin, MO 64801 Phone: 417-625-8092	None	Communications
Bluebird Network James Scott 10024 Office Center Avenue St. Louis, MO 63128 Phone: (317) 270-8738	None	Communications
Spire Energy Ken Stegall 520 E. 5th Street Joplin, MO 64801 Phone: 417-626-4831	None See 2.1	Gas

Missouri American Water Company R. Grant Alumbaugh 2323 Davis Blvd. Joplin, MO 64801 Phone: 417-529-7459 Grant.Alumbaugh@amwater.com	Yes See 2.2	Water
City of Joplin Dan Johnson 602 S. Main Street Joplin, MO 64801 Ext 500	None	Sanitary Sewer
Liberty Utilities Roger Kaughman 3400 S. Kodiak Road Joplin, MO 64804	None	Power
MoDOT MoDOT Signal Shop 2455 N. Mayfair Avenue Springfield, MO 65803 Phone: 417-733-0664	None	Signals, Lighting and ITS
Sparklight Randy Kennedy 2600 S. Davis Blvd. Joplin, MO 64804 417-860-4526	None	Communications
Century Link National Bobby Kennedy 110 E. Hadley Street Republic, MO 65738 Phone: 417-860-4526	None See 2.3	Communications

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 the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission 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 Project Specific Provisions.

2.1 Spire Energy. The contractor shall notify Spire Energy 30 days prior to construction in the vicinity of gas lines shown on the plans.

2.2 Missouri American Water Company. Missouri American Water Company will stage relocation of conflicting facilities (including a fire hydrant) in coordination with contract work. Contract shall take care when installing the signal bases on the west side of Rangeline Road. Waterlines are in close proximity to these signal bases. The contractor shall coordinate with Missouri American Water Company 30 days prior to work commencing in the vicinity of the water lines.

2.3 Century Link National. Contractor shall notify the Century Link 30 days prior to construction work in the vicinity of communications cables noted on the plans.

N. Damage to Existing Pavement, Shoulders, Side Roads, and Entrances

1.0 Description. This work shall consist of repairing any damage to existing pavement, shoulders, side roads and entrances caused by contractor operations. This shall include, but is not limited to, damage caused by the traffic during contractor operations within the project limits including the work zone signing.

2.0 Construction Requirements. Any cracking gouging, or other damage to the existing pavement, shoulders, side roads, or entrances from general construction shall be repaired within twenty-four (24) hours of the time of damage at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, or entrances shall be as determined by the engineer.

3.0 Method of Measurement. No measurement of damaged pavement or shoulder areas or damaged side roads or entrances as described above shall be made.

4.0 Basis of Payment. No payment will be made for repairs to existing pavement, shoulders, side roads or entrances damaged by contractor expenses.

O. Permanent Pavement Marking - SW

1.0 Description. This work shall consist of furnishing and placing permanent centerline, edge line, lane line markings, and preformed thermoplastic pavement marking, as specified, at locations shown on the plans or as approved by the engineer. The preformed thermoplastic pavement marking includes, but not limited to, 24" White (Stop Bars) and 24" Yellow (Hash Mark), 6" White for Crosswalks, Turn Arrows, Railroad Crossings, Yield Markings, and the word "ONLY". This work shall be in accordance with Section 620 and specifically as follows.

2.0 Construction Requirements. On roadways open to traffic, permanent centerline, edge line, and lane line markings shall be in place no later than five days after the final paving operations. This requirement applies per individual route if multiple routes are included in a contract or if a 15 mile section of an individual route is open to traffic within a contract. This requirement also applies to divided highways, once a directional segment of 15 mile, or the entire directional segment if less than 15 miles, is paved and open to traffic within a contract. To fulfill this requirement, the contractor may have to mobilize more than once for the installation of permanent centerline, edge line, and lane line markings. The contractor shall place the preformed thermoplastic pavement marking after the permanent centerline, edge line, and lane line marking is installed by the contractor or by others. The contractor will have 5 five days after the permanent centerline, edge line, and lane line markings are placed to start the preformed thermoplastic

pavement marking installation and shall be placed in accordance with manufacturer's recommendations or as approved by the engineer.

3.0 Basis of Payment. The accepted quantity of permanent pavement marking paint and preformed thermoplastic pavement marking will be paid for at the contract unit price for each of the pay items include in the contract. Payment will be considered full compensation for all labor, equipment, material or time necessary to complete the described work including any other incidental items.

P. Contractor Furnished Surveying and Staking - SW

In addition to the requirements of Section 627 of the Missouri Standard Specifications for Highway Construction, the following shall apply:

1.0 Description. The contractor shall be responsible for all layout required on the project. This responsibility shall include, but not be limited to the following: Construction signing, transition milling, pavement marking, loop detectors, etc.

1.1 The above list is not all inclusive. The contractor shall have the primary responsibility for these operations. The contractor shall provide the Resident Engineer (RE) with a staking plan layout for approval prior to the installation of signs. The RE will also provide assistance during this layout provided a request is submitted to the RE or Construction Project Manager 48 hours in advance. This will ensure that all permanently mounted traffic control devices remain consistent with District policy and avoid re-staking. If the contractor installs any signs without engineer approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

1.2 The intent of this provision is to increase the quality of our work zones and minimize negative impacts to the contractor's schedule that can result from delays in staking.

1.3 Any adjustments to the plan quantities or line numbers established in the contract shall be approved by the Engineer.

2.0 Basis of Payment. No direct payment will be made to cover the costs associated with these additional requirements. All costs will be considered completely covered by the unit bid price submitted for Contractor Furnished Surveying and Staking.

Q. Access to Commercial Properties

1.0 Description. While working on and around commercial entrances, the contractor shall make every reasonable effort to minimize any interference to business and to pursue the work diligently. Under no circumstances shall the contractor block ingress/egress to and from businesses during the normal business hours of each business unless approved by the property owner and the engineer.

1.1 The contractor shall contact each business to advise them of the work that will take place before working around each business entrance. In some cases where a property has more than one entrance, the property owner may have a preference on whether to have one entrance closed while working around it or whether to have the entrances worked around one-half at a time. The

contractor is required to do the work according to each individual property owner's preference. The contractor is not to disturb any existing trees, landscaping, small block walls or irrigation lines. The contractor will solely be responsible for repairing any damage to the property caused by contractor operations.

2.0 Basis of Payment. No direct payment will be made to the contractor for all costs incurred with compliance of this provision.

R. Sodding and Fertilizing

1.0 Description. This work shall consist of installing sod and fertilizer in accordance with Sections 801 and 803 of the Standard Specification.

2.0 Construction Requirements. Sod shall be installed at all locations where the contractor's operations have disturbed adjacent, existing grass landscapes or as approved by the engineer. Lime and fertilizer shall be applied to all sodded locations in accordance with Section 801 and per Standard Plan 805.00.

3.0 Method of Measurement. Measurement of sodded areas shall be made to the nearest square yard. The area required for fertilizer shall match the final area for sod. Plan quantities were estimated per the visual number of curb and sidewalk locations with adjacent grassy areas. More or less quantity of said materials may be needed depending upon construction requirements at each location. The Engineer shall verify and approve the contractor's location and quantity of newly sodded areas.

4.0 Basis of Payment. All costs incurred by the Contractor by reason of compliance to satisfy the above requirements shall be considered incidental to and completely covered in the bid item 803-10.00A, Turf Type Tall Fescue Sodding, measured per square yard.

S. ADA Compliant Moveable Barricades

1.0 Description. This work shall consist of providing moveable barricades to satisfy the requirements of the pedestrian traffic control plans as shown in the bidding documents. The contractor will be responsible for moving the pedestrian barricades to coincide with their planned order of work.

2.0 Construction Requirements. The contractor shall use a movable barricade that meets the requirements as established by the ADA. The pedestrian barricades shall be of self-supporting type having a minimum length of 6 feet per unit. The face of the barricade shall not extend into adjacent sidewalk considered open for pedestrian use. The contractor will be responsible for setting and maintaining the pedestrian barricades until all of the proposed improvements have been constructed.

3.0 Method of Measurement. Measurement for ADA Compliant Moveable Barricade will be made per each for each 6 feet (min.) unit provided.

4.0 Basis of Payment. Payment for all work necessary to fulfill the requirements noted above shall be considered completely covered in the contract unit price for Pay Item No. 616-99.02,

ADA Compliant Moveable Barricade, per each. No direct payment will be made for any necessary relocation of the ADA compliant barricade.

T. Curb Ramps And Sidewalk

1.0 Description. Construction of concrete curbs, aprons, curb ramps, transition areas, sidewalk and landings shall be in accordance with applicable portions of Sections 608 & 609 of the Standard Specification and Standard Plans for Highway Construction 608.10, as shown on the plans, and meet ADA requirements.

2.0 Construction Requirements. This work shall include, but is not limited to, sidewalk construction including landings, joint construction, aggregate base, compaction, apron modifications, transition area, curb ramp construction, Type S Curb or Type A Curb installation (as required), tie bars or dowel bars (as required), clean-up, etc. for each location shown on the plans.

The following requirements shall be applicable to construction of this project:

- Existing curb, curb and gutter, sidewalk, shoulders, etc. that are adjacent to a designated curb ramp and/or sidewalk improvement area that is damaged during construction shall be replaced/repaired to match existing materials and condition.

- Variable height curb along the roadside may be constructed monolithic or separate depending on construction operations. Integral curb shall be doweled to the existing gutter or pavement.

- Integral or Type S-curb shall be used along the existing right-of-way when constructing curb ramps as shown on the plans. The cost of the curb is included in pay limits of the curb ramp.

- The transition area shall be 8" thick and tied to the existing roadway pavement and existing paved approach or sidewalk it is matching.

- Curing compound for all concrete construction shall be a clear or translucent color. The white pigmented option or other colored compound will not be allowed.

- Adjacent grass areas, landscaping, irrigation lines, pavement, etc. disturbed by curb ramp or sidewalk construction shall be repaired or replaced to match or exceed existing conditions. Sod quantities are included for adjacent areas. More or less sod may be required depending on actual field conditions.

3.0 Method of Measurement. Curb ramps and concrete sidewalk will be measured to the nearest 1/10 square yard. Measurement of incidental items required to complete all aspects of construction for the above noted items at each new curb ramp and sidewalk location will not be made individually unless specified elsewhere in the contract.

4.0 Basis of Payment. All costs incurred by the contractor by reason of compliance to satisfy the above requirements shall be considered incidental to and completely covered by the contract unit price for each of the pay items with in the contract.

U. ADA Material Testing Frequency Modifications JSP-23-01

1.0 Description. This provision revises the Inspection and Testing Plan (ITP) for the construction of ADA compliant features to better match the nature of the work. The Quality Control (QC) testing frequency for the Sections identified below are to be revised as specified.

2.0 Compaction Test on Base Rock Under Sidewalk, Curb Ramps and Paved Approaches. (Revises ITP Sec 304.3.4) The required test frequency will be one per 600 tons.

3.0 Gradation Test on Base Rock Under Sidewalk, Curb Ramps and Paved Approaches. (Revises ITP Sec 304.4.1) The required frequency will be one per 500 tons.

4.0 Concrete Plan Checklists. (Revises ITP Sec 501) Submittal of the 501 Concrete Plant Checklist will be once per week when the contractor is only pouring curb, sidewalk, paved approaches, and curb ramps.

5.0 Concrete Median, Median Strip, Sidewalk, Curb Ramps, and Curb. (Revises ITP Sec 608) The required frequency will be the first truckload for the project and each 100 CUYDs for air and slump thereafter. Strength will be verified by use of cylinders or maturity meters at a minimum rate of one per 100 CUYD.

6.0 Paved Approaches. (ITP Sec 608) The required testing of one test from the first truckload per day and each 100 CUYDs for air and slump will remain per ITP. Strength will be verified by use of cylinders or maturity meters at a minimum rate of one per 100 CUYD.

7.0 Curb Concrete. (Revises ITP Sec 609) The required frequency will be the same as Sec 5.0 above.

8.0 Basis of Payment. No direct payment will be made to the contractor to fulfill the above requirements.

V. Crushed Stone Base, 8 INCH

1.0 Description. This work and material shall conform with City of Joplin Standard Specifications - Section 1400 – Untreated Compacted Aggregate.

2.0 Method of Measurement. Final measurement of the completed crushed stone base will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Where required, measurement of aggregate base course, complete in place, will be made to the nearest square yard. The revision or correction will be computed and added to or deducted from the contract quantity.

3.0 Basis of Payment. The accepted quantities of 8 inch thick crushed stone base will be paid for at the contract unit price for item **310-99.05, CRUSHED STONE BASE, 8-INCH, Square Yard**, and will be considered as full compensation for all labor, equipment, material, and other construction costs involved to complete the described work.

W. Asphaltic Concrete Base, 4-INCH

1.0 Description. This work and material shall conform with City of Joplin Standard Specifications – Division 2000 – Flexible Pavement and Incidental Construction.

2.0 Method of Measurement. Final measurement of the completed asphaltic concrete base will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Where required, measurement of asphaltic concrete base, complete in place, will be made to the nearest square yard. The revision or correction will be computed and added to or deducted from the contract quantity.

3.0 Basis of Payment. The accepted quantities of asphaltic concrete base, 4 inches thick will be paid for at the contract unit price for item **401-99.05, ASPHALTIC CONCRETE BASE, 4-INCH, Square Yard**, and will be considered as full compensation for all labor, equipment, material, and other construction costs involved to complete the described work.

X. Asphaltic Concrete Surface, 2-INCH

1.0 Description. This work and material shall conform with City of Joplin Standard Specifications – Division 2000 – Flexible Pavement and Incidental Construction.

2.0 Method of Measurement. Final measurement of the completed asphaltic concrete surface will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Where required, measurement of asphaltic concrete surface, complete in place, will be made to the nearest square yard. The revision or correction will be computed and added to or deducted from the contract quantity.

3.0 Basis of Payment. The accepted quantities of asphaltic concrete surface, 2 inches thick, will be paid for at the contract unit price for item **401-99.05, ASPHALTIC CONCRETE SURFACE, 2-INCH, Square Yard**, and will be considered as full compensation for all labor, equipment, material, and other construction costs involved to complete the described work.

Y. Type C Curb and Gutter

1.0 Description. This work and material shall conform with City of Joplin Standard Specifications – Section 3200 – Concrete Curb and Gutter.

2.0 Method of Measurement. Final measurement of the completed curb and gutter will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Where required, measurement of concrete curb and gutter, complete in place, will be made to the nearest linear foot. The revision or correction will be computed and added to or deducted from the contract quantity.

3.0 Basis of Payment. The accepted quantities of Type C Curb and Gutter, will be paid for at the contract unit price for item **609-99.03, TYPE C CURB AND GUTTER, LINEAR FOOT**, and will be considered as full compensation for all labor, equipment, material, and other construction costs involved to complete the described work.

Z. Storm Sewer Junction Box, 4' x 7'

1.0 Description. This work and material shall conform with City of Joplin Standard Specifications – Section 4400 – Storm Sewer Inlets & Junction Boxes, with City of Joplin Standard Detail STM-05, and with the project drawings.

2.0 Method of Measurement. Final measurement of the completed storm sewer junction box will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Where required, measurement of storm sewer junction box, complete in place, will be made per each. The revision or correction will be computed and added to or deducted from the contract quantity.

3.0 Basis of Payment. The accepted quantities of storm sewer junction box, will be paid for at the contract unit price for item **614-30.13, MANHOLE FRAME & COVER TYPE 3, EACH and 614-99.02, STORM SEWER JUNCTION BOX 4X7, EACH**, and will be considered as full compensation for all labor, equipment, material, and other construction costs involved to complete the described work.

AA. Relocate and Remount Existing Sign on New PSST Post

1.0 Description. This item provides for relocating and mounting existing signs of various sizes to new posts at locations shown on the signing sheets.

2.0 Construction Requirements. The contractor shall install new posts at the locations shown and then mount existing signs to the appropriate post type as summarized on sheet D-29 and D-30 of the signing sheets. 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 to new Perforated Square Steel Tube (PSST) Posts. Measurement for any concrete footings, structural steel posts, pipe posts, perforated square steel tubes and anchor sleeves, and breakaway assemblies will be made in accordance with Section 903.

4.0 Basis of Payment. All cost incurred for relocating and mounting existing signs to new PSST posts at the locations shown, complete in place, will be paid for at the contract unit price for Pay Item 903-99.02, Relocate and Remount Existing Sign on New PSST, per each. Payment for all other labor, equipment, material, and incidental items will be made in accordance with Section 903 and paid for at the contract unit price for each of the pay items included in the contract.

BB. Audible Pedestrian Pushbuttons & Signing

1.0 Description. Audible pedestrian pushbuttons and signing will be required for all signalized pedestrian crosswalks at all intersections. Each audible pedestrian signaling system shall include all electronic control equipment, mounting hardware and pushbuttons necessary to provide audible tone and speech indications as well as a vibrating tactile indication for specific pedestrian signal functions. Each audible pedestrian system will also include the hardware and software needed for programming the system operational parameters.

2.0 Installation, Programming and Functionality. The contractor shall install the audible pedestrian system following manufacturer's recommendations and Sec 902, and program each component for operation to provide the following functionality. Prior to activating each audible

pedestrian system, the contractor shall submit a listing of the values programmed for all variable system parameters to the engineer for review and approval. Use Section 4E.09 – 4E.13 of the 2009 MUTCD for additional guidance of initial values for each programmable parameter.

2.1 Audible Locator Tone. The Locator tone tells the pedestrian that the intersection is equipped with an APS and where it is. The locator tone shall operate during the DON'T WALK and flashing DON'T WALK intervals only and shall be deactivated when the pedestrian signal is not operative. Push button locator tones shall be intensity responsive to ambient sound and be audible 6 to 12 feet from the pushbutton, or the building line, whichever is less.

2.2 Verbal Wait Message. This acknowledgement message confirms for the pedestrian that their button press has placed a call. Each actuation shall be accompanied by the speech message "wait."

2.3 Walk Message. Where two accessible pedestrian signals are separated by a distance of at least 10 feet, the audible walk indication shall be a percussive tone. Where two accessible pedestrian signals on one corner are not separated by a distance of at least 10 feet, the audible walk indication shall be a speech walk message.

2.3.1 Audible tone. Walk indications shall repeat at eight to ten ticks per second. Audible tones used as walk indications shall consist of multiple frequencies with a dominant component at 880 Hz.

2.3.2 Verbal walk. Message provides a clear message that the walk interval is in effect, as well as to which crossing it applies. The message shall be audible from the entrance of the associated crosswalk. Walk messages that are used at intersections having pedestrian phasing that is concurrent with vehicular phasing shall be patterned after the model: "Broadway. Walk sign is on to cross Broadway." Walk messages that are used at intersections having exclusive pedestrian phasing shall be patterned after the model: "Walk sign is on for all crossings."

2.4 Vibrotactile Message. Vibrotactile indications shall be provided by a tactile arrow on the pushbutton that vibrates during the walk interval only. The arrow shall be located on the pushbutton, have high visual contrast, and shall be aligned parallel to the direction of travel on the associated crosswalk.

2.5 Volume. Automatic volume adjustment in response to ambient traffic sound level will be provided up to a maximum volume of 100 dB. The units shall be responsive to ambient noise level changes up to no more than 5 dB louder than ambient sound. Tone or voice volume measured at 36 inches from the unit shall be 2dB minimum and 5dB maximum above ambient noise level. At installation, signal system is to be adjusted to be audible at no more than 5 to 12 feet from the system.

3.0 Equipment requirements. The audible pedestrian system and its components, in form and functionality, shall meet or exceed the requirements of the following documents and standards:

- 2009 MUTCD, Section 4E.09 – 4E.13
- NEMA 250 – 4X
- NEMA TS1, TS2, TS4,Type 170, Type 2070

4.0 Documentation and Support. Two copies of the operation and maintenance manuals for each installed system shall be included.

5.0 Construction Requirements. Construction requirements shall conform to Sec 902, 1061, and 1092.

6.0 Method of Measurement. Method of measurement shall conform to Sec 902.

7.0 Payment. Payment for the audible signals will be for each unit per bid item, 902-49.21, "Accessible Pedestrian Signal", per each. This will include all wiring, power adaptors, and installation hardware needed. Payment for signing will be included in the pay item for audible pedestrian pushbutton.

CC. Signal Controller & Cabinet

1.0 Description. This work shall consist of providing and installing a new 2070 controller with cabinet at the intersection of Rangeline and 15th Street.

2.0 Material Requirements. The new controller installed with this project shall consist of ATC eX 2070 controllers with OMNI-eX software as manufactured by McCain, Inc. placed inside a 332 cabinet.

3.0 Communications. The contractor shall be responsible for providing and installing all necessary items to make the new signal controllers operational. This includes but is not limited to the 2070 controller, the OMNI-eX software, and the 332 cabinet. The engineer will provide the existing cycle lengths, but the contractor shall ultimately be responsible for programming the timings into the new controllers.

4.0 Method of Measurement. Method of measurement will be made per each controller installed by the contractor and acceptable by the engineer.

4.1 It is brought to the contractor's attention that there will be a need to disconnect, move and reconnect the existing fiber optic line to the controller. This work shall be considered incidental to and part of the pay item described herein. No additional compensation shall be granted for compliance with this provision.

5.0 Basis of Payment. Accepted signal controllers will be paid for at the contract unit price for item 902-99.02 Signal Controller and Cabinet, per each.

DD. Loop Detectors

1.0 Description. This work shall consist of providing loop detectors for signal installations. Detectors shall be in accordance with the standard specifications and installed to provide detection at locations as shown on the plans or as directed by the engineer.

2.0 Method of Measurement. Method of measurement will be in accordance with Section 902.

3.0 Basis of Payment. Loop Detectors will be paid for at the contract unit price for Pay Item No. 902-85.00, Cable, Loop Detector, In Duct, per Linear Foot. No direct payment will be made for incidental items necessary to complete the work.

EE. Signal Detection Disconnection

1.0 Description. The contractor shall contact the Traffic Management Center to coordinate a new signal timing at a minimum of 2 working days prior to the disconnection of the signal's detection capabilities or prior to the milling of an approach with inductive loop detection.

2.0 Contact Information

Melanie Belote, Traffic Studies Specialist
Southwest District Traffic Management Center
Telephone Number: 417-829-8056
Cell Number: 417-689-3783
Email Melanie.Belote@modot.mo.gov

3.0 Basis of Payment. No direct pay will be made to the contractor to recover the cost or time required to fulfill the above provisions.

FF. Signal Base Removal

1.0 Description. The bidder/contractor shall take note that the location of the some of the existing traffic signal bases conflicts with the location of the proposed traffic signal bases. All conflicting signal bases and appurtenances shall be removed in their entirety to allow construction of the new signal bases.

2.0 Basis of Payment. Payment for removal of signal bases shall be considered completely covered by the contract unit price for 202-20.10, Removal of Improvements, per lump sum.

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. 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, 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 reprocurement 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 reprocurement 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.

* * * * *

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

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10

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

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

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

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.

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 action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used in 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, rat of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program.

OPERATING POLICY STATEMENT

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

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

SUPPLEMENTAL REPORTING REQUIREMENTS

A. The Contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.

B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.

C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) "Federal-Aid Highway Construction Contractors Annual EEO Report", indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

NONDISCRIMINATION IN EMPLOYMENT

July 1990

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

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

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

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.

APPLICABLE STATE WAGE RATES: Wage Order for Jasper County

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 049
JASPER COUNTY

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

Original Signed by
Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
JASPER County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$29.82
Boilermaker	$27.80*
Bricklayer-Stone Mason	$48.61
Carpenter	$59.01
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$40.19
Plasterer	
Communication Technician	$27.80*
Electrician (Inside Wireman)	$48.51
Electrician Outside Lineman	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$27.80*
Glazier	$42.46
Ironworker	$27.80*
Laborer	$40.73
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$27.80*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$27.80*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$27.80*
Plumber	$52.30
Pipe Fitter	
Roofer	$27.80*
Sheet Metal Worker	$49.79
Sprinkler Fitter	$27.80*
Truck Driver	$27.80*
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
JASPER County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$27.80*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$27.80*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$43.93
General Laborer	
Skilled Laborer	
Operating Engineer	$51.90
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$27.80*
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.

Federal Wages

"General Decision Number: MO20240001 04/19/2024

Superseded General Decision Number: MO20230001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/23/2024
3	03/08/2024
4	04/19/2024

CARP0002-002 05/01/2023

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters	$ 40.34	21.25

CARP0005-006 05/01/2023

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS	$ 43.28	21.25
MILLWRIGHTS & PILEDRIVERS	$ 43.28	21.25

CARP0011-001 05/01/2023

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX,LINN, MACON, MILLER, MONITEAU,MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES	$ 34.31	21.25

ATCHISON, ANDREW, BATES, CALDWELL, CARROLL,DAVIESS, DEKALB,GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY,ST. CLAIR, SALINE AND WORTH COUNTIES.....	$ 32.64	21.25
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	$ 34.31	21.25
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY,JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	$ 32.20	21.25
BENTON, MORGAN AND PETTIS...	$ 32.69	21.25
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	$ 34.15	21.25
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	$ 33.43	21.25
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	$ 32.99	21.25
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	$ 34.14	21.25
FRANKLIN COUNTY.....	$ 37.93	21.25
JEFFERSON AND ST. CHARLES COUNTIES.....	$ 40.34	21.25
LINCOLN COUNTY.....	$ 36.21	21.25
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	$ 35.01	21.25
WARREN COUNTY.....	$ 36.69	21.25

ELEC0001-002 07/17/2022

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	$ 43.56	29.10

ELEC0002-001 09/04/2022

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

	Rates	Fringes
Line Construction:		
Equipment Operator	$ 44.16	23.14
Groundman & Truck Driver	$ 33.74	19.34
Lineman & Cable Splicer	$ 51.45	25.81

ELEC0053-004 01/01/2024

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)		
Groundman Powderman	$ 35.71	1.5%+9.04
Groundman	$ 32.32	1.5%+18.25
Lineman Operator	$ 48.73	1.5%+23.33
Lineman	$ 54.02	1.5%+25.08
Line Construction; (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON,		

LAFAYETTE, PETTIS, PLATTE,
RAY AND SALINE COUNTIES)

Groundman Powderman	$ 33.58	18.34
Groundman	$ 31.33	17.60
Lineman Operator	$ 45.60	22.48
Lineman	$ 50.31	24.11

ELEC0095-001 09/01/2023

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

	Rates	Fringes
Electricians:		
Cable Splicers	$ 25.40	12.19
Electricians	$ 30.20	16.56

ELEC0124-007 08/28/2023

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

	Rates	Fringes
Electricians	$ 47.37	25.89

ELEC0257-003 03/01/2024

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	$ 38.50	17.515

ELEC0350-002 12/01/2023

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.....	$ 36.60	20.96

ELEC0453-001 09/01/2023

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES.	$ 36.08	17.91
PULASKI and TEXAS COUNTIES..	$ 36.08	17.91
STONE and TANEY COUNTIES....	$ 26.62	17.11

ELEC0545-003 06/01/2023

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

	Rates	Fringes
Electricians:.....	$ 36.75	20.40

ELEC0702-004 01/01/2024

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

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	$ 36.89	30%+8.60
Groundman-Equipment Operator Class II (all other equipment).....	$ 44.92	30%+8.60
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	$ 50.37	30%+8.60
Lineman.....	$ 63.30	30%+8.60

ENGI0101-001 05/01/2020

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,

CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN, LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH COUNITES

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets;

straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

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

HOURLY PREMIUMS:

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

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

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

ENGI0101-005 04/01/2022

CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:
HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($1.00) ABOVE GROUP 1 RATE:
Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;
Piledrivers 80 ft. of boom or over (including jib);
Shovels & backhoes, 3 yd. capacity or over.

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 31.72	14.88
GROUP 2	$ 31.37	14.88
GROUP 3	$ 31.17	14.88
GROUP 4	$ 29.12	14.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive $ .25 above GROUP 1 rate:
Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);
Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive $ .50 above GROUP 1 rate:
Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive $ .75 above GROUP 1 rate:
Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/03/2023

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.01	29.63
GROUP 2	$ 41.01	29.63
GROUP 3	$ 39.71	29.63
GROUP 4	$ 39.26	29.63

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 Spreaker; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Cimbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self- propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side

loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjenction with an air compressor, operator shall be paid $ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2""; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

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

GROUP 4: Crane type

HOURLY PREMIUMS:

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

ENGI0513-006 05/01/2022

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

FOOTNOTE: HOURLY PREMIUMS

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

ENGI0513-007 05/03/2023

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 41.01	29.63
GROUP 2	$ 41.01	29.63
GROUP 3	$ 39.71	29.63
GROUP 4	$ 39.26	29.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted

16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

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

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain

hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2"" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

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

HOURLY PREMIUMS:

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 04/01/2024

	Rates	Fringes
Ironworkers:		
ANDREW, BARTON, BENTON, CAMDEN, CEDAR, CHARITON, CHRISTIAN, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT,		

HOWARD, LACLEDE, LINN,
LIVINGSTON, MERCER,
MONITEAU, MORGAN, NODAWAY,
PETTIS, POLK, PUTNAM,
RANDLOPH, ST. CLAIR,
SULLIVAN, TANEY, VERNON,
WEBSTER, WRIGHT and WORTH
Counties and portions of
ADAIR, BOONE, MACON,
MILLER and RANDOLPH
Counties.....$ 35.00 33.56
ATCHISON, BATES, BUCHANAN,
CALDWELL, CARROLL, CASS,
CLAY, CLINTON, HENRY,
JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
SALINE, AND RAY COUNTIES....$ 38.00 33.56

IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker	$ 27.00	20.96

IRON0396-004 08/02/2023

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	$ 40.37	30.55

IRON0396-009 08/02/2023

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	$ 40.37	30.55

IRON0577-005 06/01/2023

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

	Rates	Fringes
Ironworker	$ 31.55	25.05

IRON0584-004 06/01/2023

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

	Rates	Fringes
Ironworkers:	$ 29.00	16.20

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

LABO0042-003 03/01/2023

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer	$ 36.65	17.12

LABO0042-005 03/01/2023

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		

Dynamiter, Powderman	$ 36.65	17.12
Laborers, Flaggers	$ 36.65	17.12
Wrecking	$ 36.65	17.12

LABO0110-005 05/01/2023

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1	$ 35.49	15.62
GROUP 2	$ 36.09	15.62
LABORER (Washington County)		
GROUP 1	$ 32.98	15.62
GROUP 2	$ 32.98	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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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LABO0579-005 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, SALINE, STONE, 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 buggie man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; 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 nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0660-004 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1.....	$ 32.98	15.62

GROUP 2.....$ 32.98 15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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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LABO0660-006 03/01/2023

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	$ 36.91	15.62

LABO0662-001 05/01/2023

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	$ 32.98	15.62
GROUP 2.....	$ 32.98	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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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LABO0663-002 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 34.15	17.06
GROUP 2	$ 35.36	17.06

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer,water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman,asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man

on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

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

LABO0840-011 05/01/2023

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	$ 32.98	15.62
GROUP 2	$ 32.98	15.62
LABORER (Franklin County)		
GROUP 1	$ 35.44	15.62
GROUP 2	$ 36.04	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement

handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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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LABO0955-012 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1	$ 32.98	15.62
GROUP 2	$ 32.98	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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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LABO1104-005 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1	$ 32.98	15.62
GROUP 2	$ 32.98	15.62

LABORERS CLASSIFICATIONS

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

PAIN0002-006 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

PAIN0003-004 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

PAIN0003-011 04/01/2019

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

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 26.73	17.76
Brush & Roller	$ 24.43	17.76
Drywall	$ 25.39	17.76

Paper Hanger	$ 24.83	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 26.35	17.76
Steeplejack	$ 29.58	17.76

PAIN0203-001 04/01/2012

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

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

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* PAIN1185-008 04/01/2024

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

	Rates	Fringes
Painters:		
Brush and Roller	$ 32.25	16.86
Floor Work	$ 33.25	16.86
Lead Abatement	$ 33.25	16.86
Spray	$ 33.25	16.86
Structural Steel, Sandblasting and All Tank Work	$ 34.25	16.86
Taping, Paperhanging	$ 33.25	16.86

PAIN1292-002 09/01/2022

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

	Rates	Fringes

Painters:

Bridges, Stacks & Tanks.....	$ 33.93	15.36
Brush & Roller.....	$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	$ 31.58	15.36

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

PAIN1292-003 09/01/2022

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	$ 33.93	15.36
Brush & Roller.....	$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	$ 31.58	15.36

Height Rates (All Areas):
0ver 60 ft. $0.50 per hour
Under 60 ft. $0.25 per hour.

PAIN2012-001 04/01/2023

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

	Rates	Fringes
Painters:		
Brush & Roller.....	$ 34.22	19.13
Sandblaster.....	$ 38.46	19.13
Steeplejack.....	$ 42.03	19.13

PLAS0518-006 03/01/2023

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	$ 26.57	12.43

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* PLAS0518-007 04/01/2024

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

	Rates	Fringes
Cement Masons:	$ 37.61	18.71

PLAS0518-011 04/01/2023

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 36.03	20.50

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

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

PLAS0908-001 05/01/2023

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

	Rates	Fringes
CEMENT MASON	$ 32.30	18.38

PLAS0908-005 05/01/2023

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

	Rates	Fringes
CEMENT MASON	$ 32.30	18.38

PLUM0008-003 06/01/2023

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers	$ 54.28	23.79

PLUM0008-017 06/01/2023

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

	Rates	Fringes
Plumbers	$ 54.28	23.79

PLUM0045-003 08/01/2023

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

	Rates	Fringes
Plumbers and Pipefitters	$ 44.35	26.05

PLUM0178-003 11/01/2023

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

	Rates	Fringes
Plumbers and Pipefitters	$ 37.15	15.42

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

PLUM0533-004 06/01/2023

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

	Rates	Fringes
Pipefitters	$ 53.56	24.70

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

PLUM0562-016 07/01/2023

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

	Rates	Fringes
Plumbers		
Mechanical Contracts including all piping and 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

TEAM0013-001 05/01/2023

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1	$ 33.04	15.15
GROUP 2	$ 33.19	15.15
GROUP 3	$ 33.31	15.15
GROUP 4	$ 33.20	15.15
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST.		

FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1	$ 33.77	15.05
GROUP 2	$ 33.93	15.05
GROUP 3	$ 33.92	15.05
GROUP 4	$ 34.04	15.05
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1	$ 36.13	15.15
GROUP 2	$ 36.24	15.15
GROUP 3	$ 36.28	15.15
GROUP 4	$ 36.35	15.15
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1	$ 34.78	15.15
GROUP 2	$ 34.89	15.15
GROUP 3	$ 35.93	15.15
GROUP 4	$ 35.00	15.15

TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

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TEAM0056-001 05/01/2020

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE,		

DALLAS, DAVIESS, DEKALB,
DOUGLAS, GREENE, HENRY,
HICHKORY, HOWARD, JASPER,
LACLEDE, LAWRENCE, LINN,
LIVINGSTON, MONITEAU, MORGAN,
NEWTON, PETTIS, POLK,
RANDOLPH, ST. CLAIR, SALINE,
VERNON, WEBSTER AND WRIGHT
COUNTIES)

GROUP 1	$ 31.37	14.25
GROUP 2	$ 31.53	14.25
GROUP 3	$ 31.52	14.25
GROUP 4	$ 31.64	14.25

Truck drivers: (ATCHISON,
BARRY, GENTRY, GRUNDY,
HARRISON, HOLT, MCDONALD,
MERCER, NODAWAY, OZARK,
STONE, SULLIVAN, TANEY AND
WORTH COUNTIES)

GROUP 1	$ 30.64	14.25
GROUP 2	$ 30.80	14.25
GROUP 3	$ 30.79	14.25
GROUP 4	$ 30.91	14.25

Truck drivers; (BUCHANAN,
JOHNSON AND LAFAYETTE
COUNTIES)

GROUP 1	$ 32.58	14.25
GROUP 2	$ 32.69	14.25
GROUP 3	$ 32.73	14.25
GROUP 4	$ 32.80	14.25

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Agitator and transit mix-trucks.

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

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

TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Truck drivers:		
Traffic Control Service Driver	$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 35.31	17.55
GROUP 2	$ 34.74	17.55
GROUP 3	$ 34.22	17.55

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom ruck Driver.

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

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2023

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 34.37	8.44+a+b+c+d
GROUP 2	$ 34.37	8.44+a+b+c+d
GROUP 3	$ 34.37	8.44+a+b+c+d

a. PENSION: 5/1/2012 - $182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive $1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days

of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Environmental and Cultural Permits and Clearances

This RER has been submitted, only administrators may edit this, otherwise they will contact you if any information changes.

Date Completed: 04/10/2024
Completed By: Holly Cantrell

Request for Environmental Review
Form#:2021-07-00002

Alternative Project Delivery Method (such as Design/Build)

˅Project Information

Prefix:	STBG-NHPP	Project Number:	S603041	Bridge Number:	
District:	Southwest	County:	JASPER	Sponsor:	City of Joplin
				Sponsor Email:	
TIP Number:		Rte/Street:	BL 49		
MoDOT Job Number:	7s3430	TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	Yes
Location/Stream Crossing :					
TMS Project Description - termini (no stations):	LP 49 S, JASPER, Payment to Joplin for intersection improvements at Range Line Road and 15th Street in Joplin.				
Describe RER project improvements in full detail:	Intersection improvements at 15th and Rangeline. This project is a cost share between MoDOT and the City of Joplin. Also, 15th Street extension from the east end of this project to Walmart will be let in required combination. The extension will be paid completely by the City of Joplin.				
District Liaison:	Julie Zibert - 417-621-6553			Contact:	Craig Switzer - 417-621-6331
Email:	Julie.Zibert@modot.mo.gov			Email:	Craig.Switzer@modot.mo.gov
Contact:	None selected			Contact:	None selected
Email:				Email:	
Date Desired:	07/31/2020			Submit Date:	07/01/2020
Desired A-Date:	09/01/2020				
Responsible Individual:	Sean Matlock - (7/1/2020 3:51:36 PM) - 417-793-7680			Submitted By:	Sean Matlock - (7/1/2020 12:00:00 AM) - 417-793-7680

Existing Condition

ADT:	29900	Speed Limit:	40
Number of Travel Lanes:	4	Lane Width:	12
Shoulder Width:	0	Curb and Gutter:	Yes
Bridge width, measured from gutterline to gutterline:	0	Sidewalks:	Both

Proposed Design Improvement

ADT:	37,833	Speed Limit:	40	Design Speed:	40
Number of Travel Lanes:	4			Lane Width:	12
Shoulder Width:	0			Curb and Gutter:	Yes
Bridge width, measured from gutterline to gutterline:	0			Sidewalks:	Both
Bridge Length:	0			Roadway length:	0.109
Railroad Crossing	No			Drainage District (if Applicable):	None

Program Year:

Preliminary Engineering:	2021	Right of Way:	2021

Construction:	2022
Has the sponsor documented that the project has: 1. Independent utility, 2. Logical termini, and 3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?:	Yes No
Project breakout from previous or larger project?	*If checked explain:*

Acres - From all sources (e.g. donated from public or private entities):

Additional R/W (acres):	0.07	**Temp Easement (acres):**	0.08	**Permanent Easement (acres):**	0
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:

Since this project is a Cost Share between MoDOT and City of Joplin, Joplin's City Council has had to appropriate funds for both the project and the consultant contract. As the project moves forward, contact will be made with individual property owners about anticipated acquisitions. Some type of public involvement will occur, most likely an online meeting to advise the public of the upcoming project. Once under construction, fliers will be sent to surrounding businesses notifying them of more specific timeframes of when construction will begin and end and how, if any, impacts to their business will occur.

Average Daily Traffic:

ADT Construction Year:	29900	ADT Design Year:	37833

Traffic Impacts:

Road Closure Planned:	Yes No		Bridge Closure Planned:	Yes No	
Days/Months Closed:	45		Detour > 25 mi rural (including local roads)	Yes No	
			Detour > 5 mi urban (including local roads, census defined urban)	Yes No	
Detour Info:	The east leg of 15th Street will be closed. Rangeline will remain open. Walmart has three other entrances that can be utilized. Through the signalized intersection at 17th Street. They have additional entrances off of 20th Street and Geneva Street. Other businesses that have access off of 15th Street also have access off of Rangeline.				

Bicycle / Pedestrian Consideration

Pedestrian facilities considered: Yes

Bicycle facilities considered: Yes

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?

Known Concerns: Provide information you have about these resources that you have observed in the area.

Parkland:

Wetland/404 Permit:

Land Disturbance / Stormwater:

Farmland:

Threatened & Endangered Species:

Migratory Birds: Are there birds nesting on the structure?

Hazardous Waste:

Cultural Resources:

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:

- Public Involvement Information.pdf
- Public Involvement Attachments.pdf
- Threatened and Endangered Species Report - Joplin - S603041 - 7S3430 - 2.0.pdf
- T&E Checklist.pdf
- Draft Right of Way Plans J7S3430.pdf
- USFW - Official Species List.pdf
- project_report_15th_street_rangeline_29698_30403_FINAL.pdf
- NE Consistency Letter_ FHWA_ FRA_ FTA Programmatic Consultation for Transportation Projects affecting NLEB or Indiana Bat 2020-07-29.pdf
- Mallock_Jasper_Transportation - 15th Street & Rangeline Intersection Improvements.pdf
- Threatened and Endangered Species Report - Joplin - S603041 - 7S3430.pdf
- 15th Street and Rangeline_Draft Plans_07.01.20.pdf

Required Information to be attached for each RER stage:

- *Location map (county map, topographic map or aerial map) showing the project limits*
- *plan sheets*
- *KMZ files showing tree clearing limits and/or plans*
- *permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)*

RER Environmental Screenings

Farmland Impact

Status Information: N/A Pending Cleared

Clearance Date:

Environmental Response: UPDATE (3/25/24): This section was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, the original clearance remains valid. INITIAL SCREENING: The project is in a designated urbanized area (Joplin, MO 43399) 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: Holly Cantrell - 3/25/2024 8:35:27 AM

Floodplain/Regulatory Floodway

Status Information: N/A | Pending | Cleared — Clearance Date:

Environmental Response: UPDATE (3/28/24): This section was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, the original clearance remains valid. INITIAL SCREENING: According to the attached FEMA floodplain map, the project is not located in the 100-year floodplain or the regulatory floodway. The project is not subject to floodplain permitting requirements.

LPA Action: None.

Attachments: FEMA Firmette Map.pdf

Floodplain/Regulatory Floodway Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Cassie Baumgartner - 3/28/2024 8:35:56 AM

Land Disturbance / Stormwater

Status Information: N/A | Possible Issues Noted — Clearance Date:

Environmental Response: UPDATE (3/28/24): This section was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, the original clearance remains valid. INITIAL SCREENING: 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 NDPES 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: Cassie Baumgartner - 3/28/2024 8:36:07 AM

FEMA/SEMA Buyout

Status Information: N/A | Pending | Cleared — Clearance Date: 03/28/2024

Environmental Response: UPDATE (3/28/24): 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. INITAL SCREENING: MoDOT is not aware of any FEMA buyout sites in the project limits. However, the LPA sponsor should confirm this by reviewing local records. If there are FEMA buyout sites, they shall be used only for open space purposes and shall stay in public ownership.

LPA Action: UPDATE (3/28/24): No actions. INITAL SCREENING: If the sponsor determines there are FEMA buyout sites in the projects limits, notify the environmental specialist. Avoidance of buyout properties is strongly recommended. If avoidance is not possible, contact MoDOT's Environmental section for guidance. Any decision involving a buyout property should take into consideration that two to three years is needed to obtain an exemption from FEMA to use the parcel.

Attachments:

FEMA/SEMA Buyout Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Cassie Baumgartner - 3/28/2024 9:08:36 AM

Socioeconomic Impact

Status Information: N/A Pending Cleared Clearance Date

Environmental Response: UPDATE (3/25/24): This section was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, the following updated information is available: Based on a review of EJSCREEN, no low-income populations were identified within the project area; however, one minority (people of color) population (83 percentile) and one limited English proficiency (LEP) population (91 percentile) were identified within the project area. Though these populations have been identified within the project area, the project is not expected to result in a disproportionate and high adverse effect to these populations as 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. The public will be informed of the proposed project through the following methods: contact will be made with individual property owners about anticipated acquisitions. Additionally, it is anticipated that an online meeting to advise the public of the upcoming project will be conducted. Once under construction, fliers will be sent to surrounding businesses notifying them of more specific timeframes of when construction will begin and end and how, if any, impacts to their business will occur. All other statements in the initial screening remain valid, and the original clearance remains valid. INITIAL SCREENING: The project requires new right of way and temporary easements that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. There are no commercial or residential displacements associated with the project. The portion of 15th Street located east of Rangeline Road will be closed for approximately 45 days to allow for construction activities. This portion of 15th Street is not a through-street and access to commercial businesses located adjacent to 15th Street will be maintained using entrances off of Rangeline Road, 20th Street, and Geneva Street. 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: 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. Ensure that the minority and LEP populations located within the project area are not disproportionately impacted by project construction. If impacts are anticipated, notify the environmental specialist as soon as possible.

Attachments:

Socioeconomic Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Holly Cantrell - 3/25/2024 8:56:26 AM

*Threatened & Endangered Species

Status Information:

No Effect	Pending	Cleared	Clearance Date:
			04/04/2024

Environmental Response: UPDATE 4/4/2024: MoDOT has completed the T&E species review for the proposed intersection improvements at Rangeline Road and 15th Street in Joplin, Cole County, Missouri. A copy of the effects determination document has been uploaded to the TE section of the RER. The USFWS IPaC lists the following species for the project area: Gray bat, Indiana bat, northern long-eared bat, tricolored bat (proposed endangered), Neosho mucket, and mead's milkweed. There are no critical habitats located within the project limits. According to the MDC Natural Heritage Review Report, there are no known occurrences of state-listed species or species of conservation concern within 1 mile of the project area; therefore, there are no impacts to state-listed species or species of conservation concern are anticipated as a result of the project. The project will not impact any known caves, and no tree clearing is anticipated in association with the project. As the designated non-federal representative of FHWA for USFWS Section 7 ESA requirements, MoDOT has determined the project will have No Effect on the gray bat, Indiana bat, and northern long-eared bat and will not jeopardize the continued existence of the tricolored bat. Due to the lack of suitable habitat, MoDOT has determined the project will have No Effect on the Neosho mucket and mead's milkweed. This completes the TE requirements for the project. UPDATE (3/28/24): MoDOT must re-review federal and state-listed species data for updated information. MoDOT will prepare an effects determination memo. MoDOT may reach out with follow up questions throughout this process. UPDATE 9/25/2020: MoDOT has completed the TE review for this project (effects determination attached). MoDOT has determined that the project will have No Effect on species listed in the USFWS IPaC species list (gray bat, Indiana bat, northern long-eared bat, Neosho mucket). No consultation is required for this project. This completes MoDOT's TE review of the project. UPDATE 9/16/2020: Consultant has provided the requested TE documentation. MoDOT is completing a TE review of the project. INITIAL: Impacts to threatened and endangered species must be assessed for this project. Additional information is needed to conduct a TE review (see LPA Action below).

LPA Action: UPDATE (3/28/24): Please respond to MoDOT's request to be added to the IPaC account. COMPLETE Complete the following items and upload as attachments to the RER: 1. Access the US Fish and Wildlife Service (USFWS) IPAC online tool at http://ecos.fws.gov/ipac/ to obtain the official list of species for your county. 2. Access the MO Department of Conservation (MDC) online Natural Heritage Review website at https://naturalheritagereview.mdc.mo.gov/ and generate a report. Contact MDC if the report indicates to do so. Submit the report, and MDC response, if required, to MoDOT. 3. Provide the amount, location, and time of year for tree clearing, or indicate there will be no tree clearing. 4. If there will be tree clearing, photograph the trees so that bark characteristics of the main truck and large branches, along with any cavities, are clearly illustrated. 5. If the project involves bridgework, photograph the undersides of bridges illustrating any bird nests or unusual staining on the substructure or underside of the deck. 6. It is the responsibility of the LPA to make a written determination of their project impacts on each species listed from the IPaC. Further, the LPA must assess effects on any MDC listed species (endangered or species of conservation concern). If no effects are anticipated for a particular species, state the reason(s) why. For example: This project does not involve any tree clearing so there will be no effects on summer roosting habitat for listed bat species or this project does not impact any aquatic habitats so there will be no effects on listed fish or mussel species. 7. Submit the full project limits, easements, access, construction date, and ground disturbance information.

Attachments:

- ✖TE Complete- No Effect STBG-NHPP-S603041 Jasper County Rangeline Road and 15th Street in Joplin MO.msg
- ✖STBG-NHPP-S603041_MoDOT-Effects-Determination_Jasper-Co_Rangeline-Road-and-15th-Street_FINAL_2024.pdf
- ✖Closeout Email_TE Review Complete_STBG-S303(023), Platte, Route 9 widening.pdf
- ✖STBG-S603(041)_MoDOT TE Species Effects Determinations_Jasper_15th and Rangeline_FINAL.pdf

☐ Threatened & Endangered Species Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Cassie Baumgartner - 4/4/2024 2:56:03 PM

Migratory Birds

Status Information: N/A Pending Cleared Clearance Date

Environmental Response: UPDATE (3/28/24): This section was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, the original clearance remains valid. UPDATE 9/16/2020: Consultant has confirmed that there are no bridges or other structures (large-diameter culverts or pipes) associated with the project. Based on this information, there are no concerns related to the MBTA. INITIAL: Determine whether any bridges or other structures (large-diameter pipes or culverts) could be impacted by the project. If there are no bridges or other structures involved in the project, notify the MoDOT environmental specialist. If there are bridges or other structures - Swallows and other bird species protected by the Migratory Bird Treaty Act (MBTA) may be nesting under the bridge/within the structure that will be demolished or otherwise impacted during this project. To comply with the MBTA, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

LPA Action: COMPLETE Determine whether any bridges or other structures could be impacted by the project and indicate this in the T&E documentation that is submitted to MoDOT. If any bridges or structures could be impacted by the project, assess for the presence of migratory birds under the bridge/within the structure prior to demolition. Take photographs of underneath the bridge/of entrance/exits of the structure, and provide an explanation as to whether there are nests and/or unusual staining, and upload this to the RER along with the remaining T&E documentation as instructed under the T&E section of the RER. If there are no bridges or structures in the project limits, inform the environmental specialist.

Attachments:

Migratory Birds Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Cassie Baumgartner - 3/28/2024 9:26:06 AM

Hazardous Waste Impact

Status Information: N/A Pending Cleared Clearance Date

Environmental Response: UPDATE (3/28/24): This section was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, the original clearance remains valid. INITIAL SCREENING: According to the attached DNR E-START map, there is one Regulated Petroleum and Hazardous Substance Storage Tank Facility located immediately adjacent to the intersection of Rangeline Road and 15th Street. The facility (Burggraf Tire Center) is located at 1501 S. Rangeline Road and is listed as "inactive" by MDNR (site details attached). The facility was closed prior to the implementation of the 2004 Risk-Based Corrective Action (RBCA) and a No Further Action letter was issued in 1993 (attached). Based on this information, this site does not represent a hazardous waste concern to the project. In addition to the site described above, there is one additional Regulated Petroleum and Hazardous Substance Storage Tank Facility located approximately 175-ft southeast of the intersection of Rangeline Road and 15th Street, at 1503 S. Rangeline Road. This facility is the location of a Kum and Go gas station, which currently operates a UST with no known releases (site details attached). Based on this information, this site does not represent a hazardous waste concern to the project. There are no Hazardous Substance Investigation and Cleanup Sites in the vicinity of the project. While there are no hazardous waste concerns based on this information, 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:

MDNR ESTART Map.pdf

KUM & GO _453.pdf

Burggraf Tire No Further Action Letter.pdf

BURGGRAF TIRE CENTER.pdf

Hazardous Waste Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Cassie Baumgartner - 3/28/2024 11:29:42 AM

Wetland Impact (Section 404/401)

Status Information: N/A Pending Cleared — Clearance Date:

Environmental Response: UPDATE (3/28/24): This section was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, the original clearance remains valid. INITIAL SCREENING: 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: USFWS NWI Map.pdf

Wetland Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Cassie Baumgartner - 3/28/2024 11:29:54 AM

Noise Impact

Status Information: N/A Pending Cleared — Clearance Date:

Environmental Response: UPDATE (3/25/24): This section was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, the original clearance remains valid. INITIAL SCREENING: 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: Holly Cantrell - 3/25/2024 8:42:13 AM

Cultural Resources Impact (Section 106/Historic 4f)

Status Information: Pending Cleared — Clearance Date: 07/21/2020

Environmental Response: UPDATE* 3.25.24: This section was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, the original clearance provided on 7.21.2020 remains valid. MoDOT has determined that the project is covered by Section V, Item 5 of the Programmatic Agreement Among the Federal Highway Administration, the Missouri Highway and Transportation Commission, the Advisory Council on Historic Preservation, and the Missouri State Historic Preservation Office for Minor Highway Projects. The project will result in *No Historic Properties Affected* and no additional Section 106 consultation is required at this time.

LPA Action: UPDATE* 3.25.24: No action is needed at this time. MoDOT will upload a PA form in the next two weeks and clear this section at that time. 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. No action is needed at this time. 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. Please be aware that this clearance applies to the intersection improvements only. Based on information provided by the LPA, the intersection improvements are a distinct federal undertaking and there is currently no federal involvement in the 15th Street extension.

Attachments: PA_Form_Packet.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: Geordon Taylor on 04/08/2024 via Approved as

Cultural Resources Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Geordon Taylor - 4/8/2024 2:12:09 PM

Public Land Impact (Section 4f/6f)

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: UPDATE (3/25/24): This section was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, the following updated information is available: According to Google Earth imagery, Murphy Boulevard Park (a potential Section 4(f) resource) extends to the north and south of East 15th Street and the portion of this recreational resource adjacent to East 15th Street is approximately 0.5 mile west of the proposed project area. The project does not require new right of way or easements from and will not restrict access to this resource. Additionally, based on a review of the Land and Water Conservation Fund online mapper, no resources receiving assistance from the LWCF are located within the immediate vicinity of the proposed project. The project will not result in a use to any Section 4(f) properties, nor will it result in a conversion of any Section 6(f) lands. Based on an updated review of the information included in the RER, the original clearance remains valid. INITIAL SCREENING: 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 selling of an A-date

Checked by: Kyleen Kelly on: 07/14/2020

Public Land Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Holly Cantrell - 3/25/2024 8:49:18 AM

Other

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: UPDATE (3/25/24): This section was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, the original clearance remains valid. There are no Wetland Replacement Program easements in the vicinity of the project. INITIAL SCREENING: 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: Cassie Baumgartner - 3/28/2024 11:40:56 AM

NEPA Classification

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:	10/01/2020	Re-evaluation Date:	04/10/2024
NEPA Classification:	PCE		
This project qualifies for the programmatic categorical exclusion under Item#:	26	All Environmental Issues Cleared:	10/01/2020

Commitments and/or Comments to Sponsor: UPDATE 4/10/24: This project was reevaluated because more than three years have passed since the original NEPA clearance. Based on an updated review of the information included in the RER, all sections have been re-evaluated and cleared. If any changes to the project occur, notify the environmental contact as soon as possible for a potential reevaluation of project impacts. The sponsor is ultimately responsible for complying with all applicable state and federal laws. THE LPA/CONSULTANT SHOULD REVIEW ALL SECTIONS ABOVE INCLUDING THOSE MARKED AS CLEARED/GREEN. ORIGINAL RER REVIEW (10/01/2020): The project qualifies for a PCE NEPA classification. If any changes to the project occur, notify the environmental contact as soon as possible for a potential reevaluation of project impacts. The sponsor is ultimately responsible for complying with all applicable state and federal laws. THE LPA/CONSULTANT SHOULD REVIEW ALL SECTIONS ABOVE INCLUDING THOSE MARKED AS CLEARED/GREEN.

Attachments:

✖2024.04.10_RER #2021-07-00002_ City of Joplin Cost Share Project_ S603041 or Project #7S3430_MoDOT Reeval Concurrence.msg

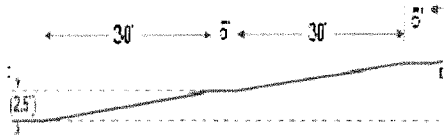
Last Submitted: 04/10/2024 by Holly Cantrell

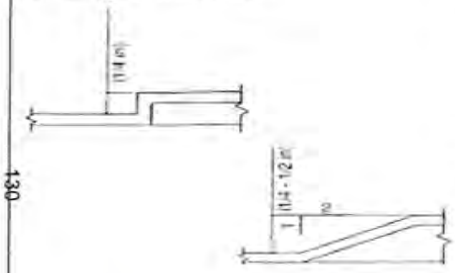
ADA CHECKLIST

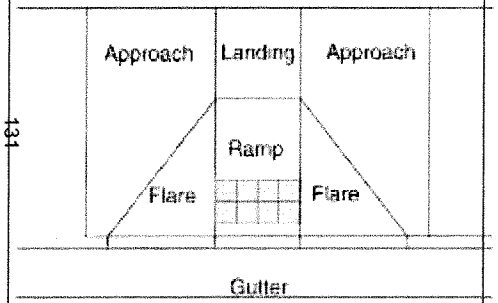
Revised December 22, 2022

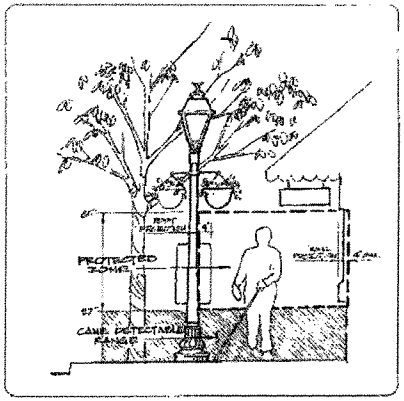
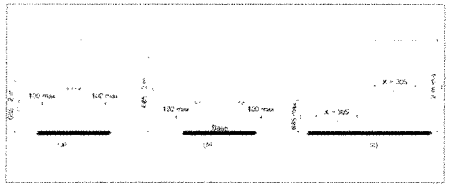
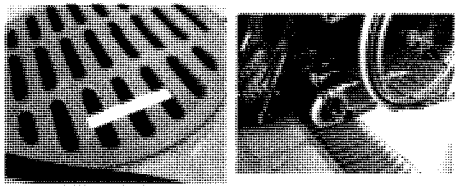
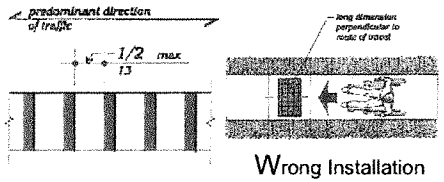
Job No._____ **Route**_____ **County**_____ **Location** _____

Pedestrian Access Route (PROWAG R204)				
Figures/Examples	**Requirements** [1]	**YES**	**NO**	**NA**
Sidewalk Width 	• The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. • The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. • MoDOT Sidewalks shall be 5 feet wide minimum. [2] • MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. [2] • Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. [2] • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
Passing Spaces	• Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. • Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.			
Sidewalk Running Slope The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.	• The running slope of a pedestrian access route shall be 5 percent maximum. **<u>Roadway Grade Exception</u>**: Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway. • Running Slopes shall be measured using a calibrated 2 foot long digital level.			

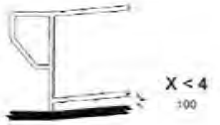
Figures/Examples	Requirements [1]	YES	NO	NA
Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.	• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered) • 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent). • In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant. • Cross Slopes shall be measured using a calibrated 2 foot long digital level.			
Sidewalk Ramps For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run.  	• A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • Cross slope of ramp runs shall be 2 percent maximum. • The rise for any ramp run shall be 30 inches maximum. • Ramps shall have landings at the top and the bottom of each ramp run. • Ramp runs with a rise greater than 6 inches shall have handrails. • Handrails shall be provided on both sides of stairs and ramps. • Edge protection shall be provided on each side of ramp runs. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

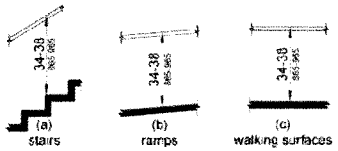
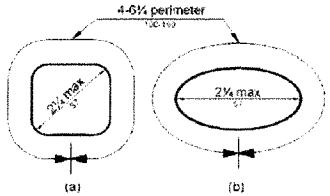
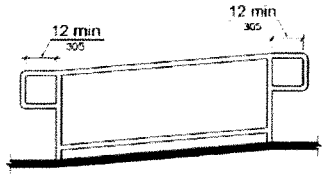
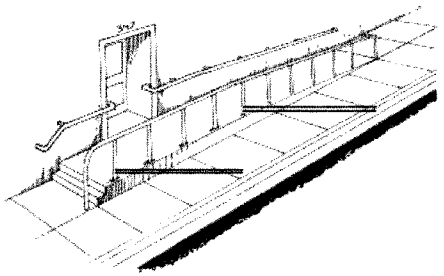
Figures/Examples	Requirements [1]	YES	NO	NA
Vertical Alignment	• Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. • Grade breaks shall be flush. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. • Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.			
Changes in Level  	• Changes in level at grade breaks shall be flush. • Changes in level of ¼ inch high maximum shall be permitted to be vertical. • Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h. • The bevel shall be applied across the entire level change. • Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.			

Figures/Examples	Requirements [1]	YES	NO	NA
Landing A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user. Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.  	• The landing clear width shall be at least as wide as the widest ramp run leading to the landing. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum. • The landing clear length shall be 5 feet long minimum. • Landing slopes shall be 2 percent maximum. • Changes in level at grade breaks shall be flush. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. **Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.			

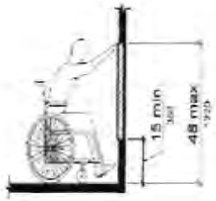
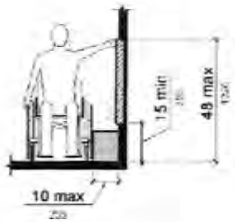
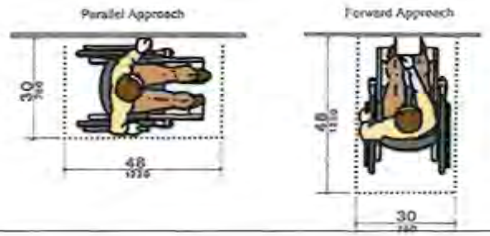
Figures/Examples	Requirements [1]	YES	NO	NA
 	• Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes. • Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. • Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3) • Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. • Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. • Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.			
  Wrong Installation	• Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Lift holes for manhole/utility covers shall not have an opening greater than ½ inch. Plugging of holes greater than ½ inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.			

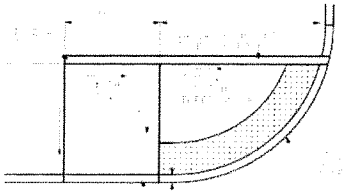
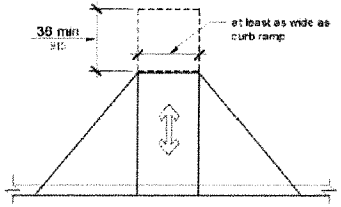
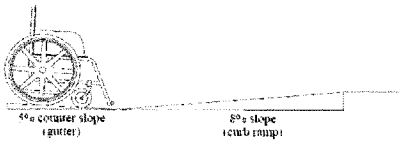
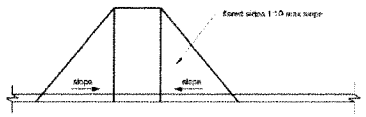
ENTRANCES (PROWAG R301)				
Figures/Examples	**Requirements** [1]	**YES**	**NO**	**NA**
	• The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum. • Cross slope shall be 2 percent maximum. • Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition. [2] 			

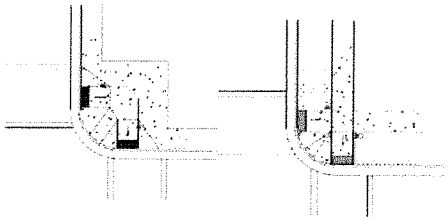
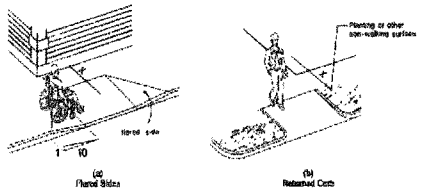
EDGE PROTECTION (PROWAG R406.8)				
Figures/Examples	**Requirements** [1]	**YES**	**NO**	**NA**
 	• Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. • A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. • Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail. • Edge protection shall not be required on curb ramps and their landings. • Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. • Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area.			

HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
   	• The clear width of walking surfaces shall be 4.0 feet minimum. • Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps. • Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs. • Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces. • Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum. • Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum. • Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum. • Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges. • Handrails shall not rotate within their fittings. • Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run. • At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. • At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. • See Edge Protection section above (also PROWAG 406.8) for additional details.			

STAIRWAYS (PROWAG R407)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum. • Open risers are not permitted. • The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below. • Stairs shall have handrails complying with PROWAG 2005 R408.			

UNOBSTRUCTED REACH RANGES (PROWAG R406)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
 	Forward Reach • Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. Side Reach • Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground. • EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3) 			

CURB RAMPS (PROWAG R303)				
Figures/Examples	**Requirements** [1]	**YES**	**NO**	**NA**
A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.     **15 Foot Rule:** For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.	• The clear width of ramps, excluding the flares, shall be 4.0 feet minimum. • Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. **Exception: 15 Foot Rule:** The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length. • Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered) • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • Ramps shall have landings at the top and the bottom of each ramp run. - The landing clear width shall be at least as wide as the widest ramp run leading to the landing. - The landing clear length shall be 5.0 feet long minimum. - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum. • Handrails and Edge protection shall not be required on curb ramps and their landings. • Curb height = 0 inches within curb ramp spaces. 2 • Curb ramps must be flush with street. • The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5) • The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level. • Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.			

Figures/Examples	Requirements [1]	YES	NO	NA
 Perpendicular Ramps  X = 4'Min. Flared Sides in Pathway Flared Sides Not in Pathway **Roadway Grade Exception:** Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.	• Perpendicular curb **ramps** shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered) • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. **Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. • Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. • If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.			

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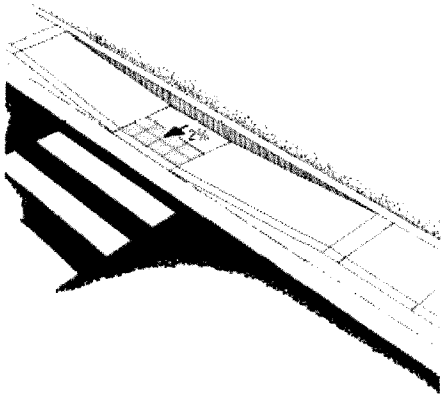
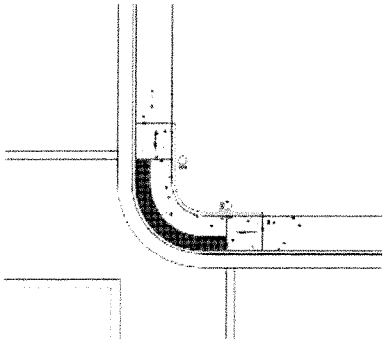
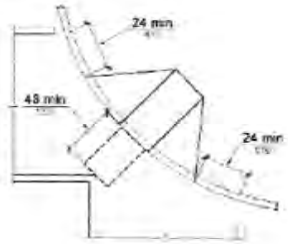
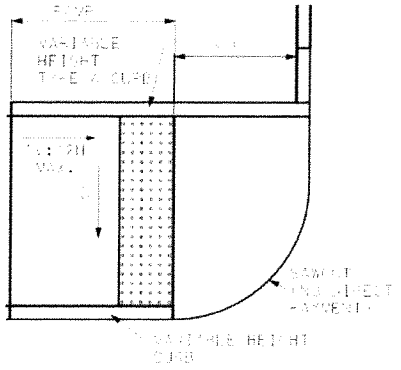
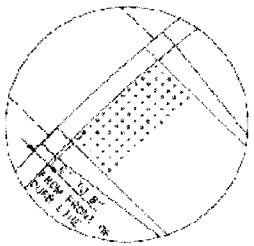
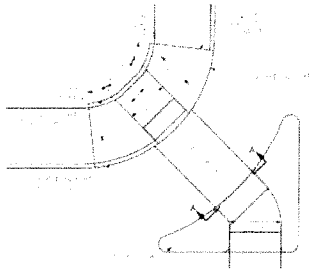
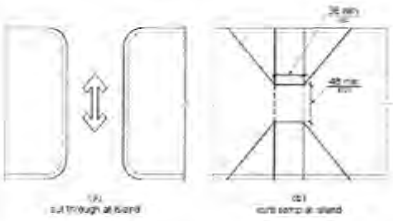
Figures/Examples	Requirements [1]	YES	NO	NA
 Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.	• **Parallel curb ramps** shall have a running slope that is in-line with the direction of sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered) **Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space. • Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
	• **Blended Transitions** shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum. • The clear width blended transitions, excluding flares, shall be 4.0 feet minimum. • Detectable warning surfaces shall be provided where a blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

Figures/Examples	Requirements [1]	YES	NO	NA
 	• **Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board.** • Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. • The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing. **Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.			

DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.   	• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street. • Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing. • Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. [2] • Detectable warnings shall not be stamped into concrete.			

ISLANDS AND MEDIANS (PROWAG R305.4)				
Figures/Examples	**Requirements** [1]	**YES**	**NO**	**NA**
  	• Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk. • Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides. • All median island passage spaces shall provide a clear width of 5 feet minimum. [2] • Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel. **Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings. • Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306 and EPG 902.6.1 – EPG 902.6.15)				
Figures/Examples	**Requirements** [1]	**YES**	**NO**	**NA**
    	• Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval at new signalized intersections and shall be considered at existing intersections being altered or are needing maintenance applications. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. • Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. • Accessible pedestrian pushbuttons shall be located within a reach range complying with EPG 642. • A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. **Roadway Grade Exception**: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route. • Pedestrian signals shall comply with PROWAG 2005 R306 and EPG 902.6.1 through 902.6.15. - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 3.5 pounds to activate operable parts. - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line. - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart. - Pushbuttons are located at a height of approximately 42 inches, but no higher than 48 inches from the ground and within 10 inch reach from a level paved clear floor or ground space with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches. - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.			

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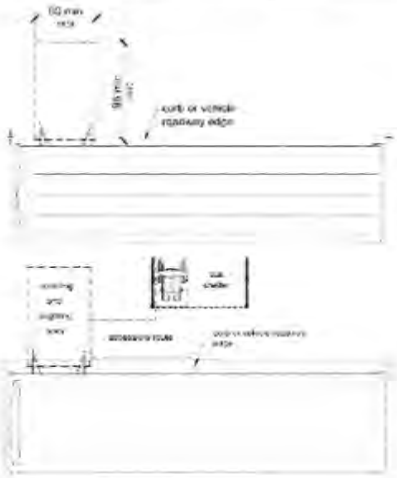
PEDESTRIAN STREET CROSSINGS (PROWAG R305 and EPG 642)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
 	• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • Accessible pedestrian signals and pedestrian pushbuttons provided at pedestrian crossings with pedestrian signals (See EPG 642 for applicability) shall comply with EPG 902.6.8 through 902.6.15. Operable parts shall comply with EPG 902.6.9 – 902.6.15. • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.			

ALTERNATE CIRCULATION PATH (PROWAG R302)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4). • A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface. • Support members shall not protrude into the alternate circulation path.			

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• Bus stop boarding and alighting areas shall have a firm, stable surface. • Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and alighting area.			

[1] Any "NO" answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked "NO". These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

[2] A MoDOT requirement.

Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

US Access Board PROWAG

R202.3.1 Prohibited Reduction in Required Access. An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

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Inspector Name: _____ **Inspector Signature:** _____	**Date:**
Contractor Representative Name: _____ **Contractor Representative Signature:**	**Date:**
Resident Engineer or Area Engineer Name: _____ **Resident Engineer or Area Engineer Signature:**	**Date:**
Distribution: ❑ **Project Office** ❑ **District Permit Office**	

SAMPLE

ADA EXCEPTIONS DOCUMENTATION

Job No._____ **Route**_____ **County**_____ **Location**_____

Item	Location	Standard	As Built	Discussion
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

146

Inspector Name: _____ **Inspector Signature:** _____	**Date:**
Resident Engineer or Area Engineer Name: _____ **Resident Engineer or Area Engineer Signature:**	**Date:**
Distribution: ❑ **Project Office** ❑ **District Permit Office**	

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Joplin, (hereinafter referred to as the Owner) and _____ of _____, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Intersection Improvements at 15th Street and Rangeline Road (BL 49) and extension of 15th Street in Joplin.

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

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

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 Contractor Signatory certifies that the Contractor 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 contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this _____ day of _____, 2024

City of Joplin, acting by and through the

By: _____

_____
Mayor, City of Joplin

ATTEST: (SEAL)

_____
City Clerk, City of Joplin

Contractor Business Name

By _____
Authorized Contractor Signature

_____
Printed Name of Signatory

ATTEST: (SEAL)

_____
[Attest Person Title Here and Printed Name]

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____

as principle, and _____

as surety, are held and firmly bound unto the City of Joplin, hereinafter called the OWNER in the penal sum of:

_____

_____

DOLLARS ($ _____) as the same may be increased by any and all changes in or additions to said contract which may hereafter be made, lawful money of the United States, to be paid to the said OWNER or to its certain agents, attorneys, assigns, or to the OWNER, for which sums of money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated _____

The condition of this obligation is such that

WHEREAS, the said bounden principal has entered into a certain contract with the OWNER acting by and through the OWNER, said contract being marked.

S6030(41) Rangeline Road and 15th Street, Joplin, Missouri

_____

_____

a copy of said contract being hereto attached and made a part hereof and bearing date of _____

_____

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the OWNER which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

_____
Secretary

_____
Principal

By _____

Title _____

_____
Surety

ATTEST: (SEAL)

_____

By _____

Title _____

_____
Address – Agent or Broker

_____
Street

_____
City

Name and Street Address of Agent to Whom All Correspondence Should be Directed Relating to Contract and Bond.

_____
Name

_____
Street

_____
City, State

(2 of 2)

CONTRACTOR'S ACKNOWLEDGEMENT

1. ***Form to be used if Contractor is an individual.***

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL) _____
Notary Public

My commission expires _____, 20 _____.

2. ***Form to be used if Contractor is a partnership or unincorporated company.***

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL) _____
Notary Public

My commission expires _____, 20 _____.

3. ***Form to be used if Contractor is a corporation***

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20 _____, before me appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ (the Contractor) and that the seal affixed to the foregoing agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal, contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority of its board of directors, and he/she acknowledges said instruments 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 _____.

NOTICE OF AWARD

TO: _____

_____

_____

PROJECT Description: S6030(41) Intersection Improvements at 15th Street and Rangeline Road (BL 49) and extension of 15th Street.

The OWNER has considered the BID submitted by you for the above described WORK in response to its invitation to Bid dated TBD, and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of _____ and /100 Dollars ($_____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20___.

City of Joplin

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the day of _____ 20___.

By_____

Title_____

NOTICE TO PROCEED

TO: _____

_____

_____

DATE: _____

PROJECT: S6030(41) Rangeline Road and 15th Street, Joplin, Missouri

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within TBD days thereafter. The date of completion of all WORK is therefore _____.

City of Joplin

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the_____day of_____, 20_____.

By_____

Title_____

Sponsor _____
Project _____

CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

(To be executed and filed in duplicate)

_____, 20_____

_____

To the _____

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

_____
Contractor

By _____
(Title)

By _____
(Title)

STATE OF _____

ss.

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20_____, at _____.

_____

Notary Public

(SEAL)

My Commission expires _____, 20 _____.

Fig. 136.11.10 Revised 01-01-09.

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 _____

_____ of _____
(Name & 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 and with Wage Determination No. _____ or Annual Wage Order No. _____ issued by the Division of Labor Standards on project

_____, _____,
(Job No.) *(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

Fig. 136.11.11

DESIGN DESIGNATION

A.A.D.T. - 2023 = 29,900
A.A.D.T. - 2043 = 37,833
D.H.V. = 10%
T = 5%
V = 40 M.P.H.

FUNCTIONAL CLASSIFICATION - PRINCIPAL ARTERIAL

PARTIAL CONTROLLED ACCESS HIGHWAY

THIS SHALL BE A PARTIAL CONTROLLED ACCESS HIGHWAY. EXCEPT AT LOCATIONS AND AS OTHERWISE SPECIFICALLY SHOWN ON THESE PLANS, NO ABUTTER'S RIGHTS IN OR OF DIRECT ACCESS TO, FROM, OR ACROSS THE HIGHWAY OR ITS RIGHT-OF-WAY SHALL ATTACH OR BELONG TO ANY PROPERTY ABUTTING ON SAID SECTION OF HIGHWAY, OR TO ANY PERSON MERELY BECAUSE OF OWNERSHIP OF SUCH ABUTTING PROPERTY WHERE THE SYMBOL SHOWN BELOW IS SHOWN ON THE RIGHT-OF-WAY LINE.

BEGINNING AND ENDING OF CONTROLLED ACCESS

NO RIGHT OF ACCESS OR CROSSING OF LINES BEARING THIS SYMBOL WILL BE PERMITTED UNDER ANY CIRCUMSTANCES.

CONVENTIONAL SYMBOLS
(USED IN PLANS)

	EXISTING	NEW
BUILDINGS AND STRUCTURES		
GUARD RAIL		
GUARD CABLE		
CONCRETE RIGHT-OF-WAY MARKER		
STEEL RIGHT-OF-WAY MARKER		
LOCATION SURVEY MARKER		
UTILITIES		
FIBER OPTICS	-FO-	~~FO~~
OVERHEAD CABLE TV	-OTV-	~~OTV~~
UNDERGROUND CABLE TV	-UTV-	~~UTV~~
OVERHEAD TELEPHONE	-OT-	~~OT~~
UNDERGROUND TELEPHONE	-UT-	~~UT~~
OVERHEAD POWER	-OE-	~~OE~~
UNDERGROUND POWER	-UE-	~~UE~~
SANITARY SEWER	-S-	~~S~~
STORM SEWER	-SS-	~~SS~~
GAS	-G-	~~G~~
WATER	-W-	~~W~~
MANHOLE	SAN	
FIRE HYDRANT	HYD	
WATER VALVE	WV	
WATER METER	WM	
DROP INLET	DI	
DITCH BLOCK		
GROUND MOUNTED SIGN	SIGN	
LIGHT POLE		
H-FRAME POWER POLE		
TELEPHONE PEDESTAL	PED	
FENCE		
CHAIN LINK	-V-	
WOVEN WIRE	-X-	
GATE POST		
BENCHMARK	BM	

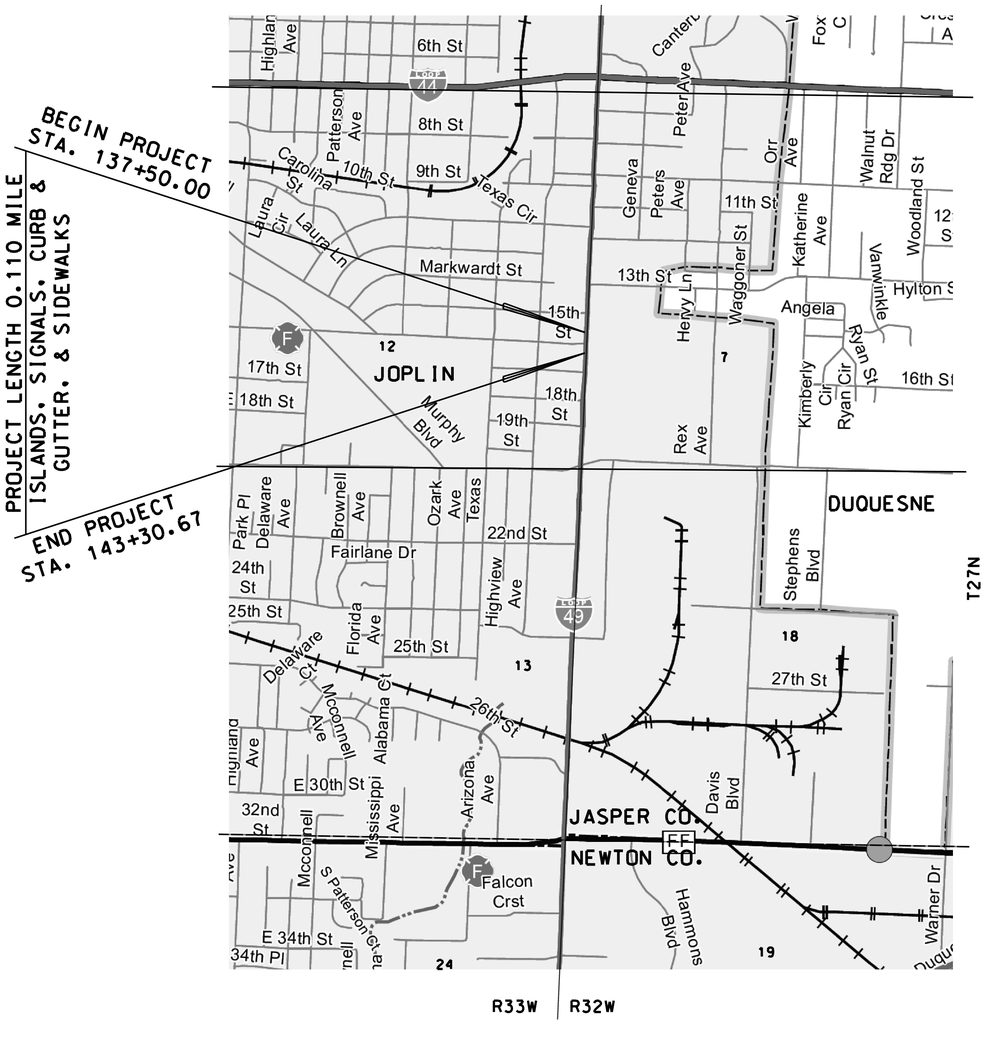
NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

PLANS FOR PROPOSED STATE HIGHWAY

JASPER COUNTY





THE EXISTENCE AND APPROXIMATE LOCATION OF UTILITY FACILITIES KNOWN TO EXIST, AS SHOWN ON THE PLANS, ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION AT THIS TIME. THIS INFORMATION IS PROVIDED BY THE COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY USE. RELIANCE UPON THIS INFORMATION IS DONE AT THE RISK AND PERIL OF THE USER, AND THE COMMISSION 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 EXISTENCE, LOCATION AND STATUS OF ANY FACILITY. SUCH VERIFICATION INCLUDES DIRECT CONTACT WITH THE LISTED UTILITIES.

NOT TO SCALE

ENGINEER'S AUTHENTICATION
THE RESPONSIBILITY FOR PROFESSIONAL ENGINEERING LIABILITY ON THIS PROJECT IS HEREBY LIMITED TO THIS SET OF PLANS AUTHENTICATED BY THE SEAL, SIGNATURE, AND DATE HEREUNDER ATTACHED. RESPONSIBILITY IS DISCLAIMED FOR ALL OTHER ENGINEERING PLANS INVOLVED IN THIS PROJECT AND SPECIFICALLY EXCLUDES REVISIONS AFTER THIS DATE UNLESS REAUTHENTICATED.
ANDERSON ENGINEERING, INC.

INDEX OF SHEETS

DESCRIPTION	SHEET NUMBER
TITLE SHEET	1
TYPICAL SECTIONS (TS) (10 SHEETS)	2
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COORDINATE POINTS (CP)	12
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PAVEMENT MARKING (PM)	44-46
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LENGTH OF PROJECT

BEGINNING OF PROJECT	STA. 137+50.00	
END OF PROJECT	STA. 143+30.67	
APPARENT LENGTH	580.67	FEET
EQUATIONS AND EXCEPTIONS:		
NO EQUATIONS OR EXCEPTIONS USED		
TOTAL CORRECTIONS	0.00	FEET
NET LENGTH OF PROJECT	580.67	FEET
STATE LENGTH	0.110	MILES
FOR INFORMATION ONLY		
ESTIMATED DISTURBED ACRES	0.165	ACRE

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
02/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	1

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

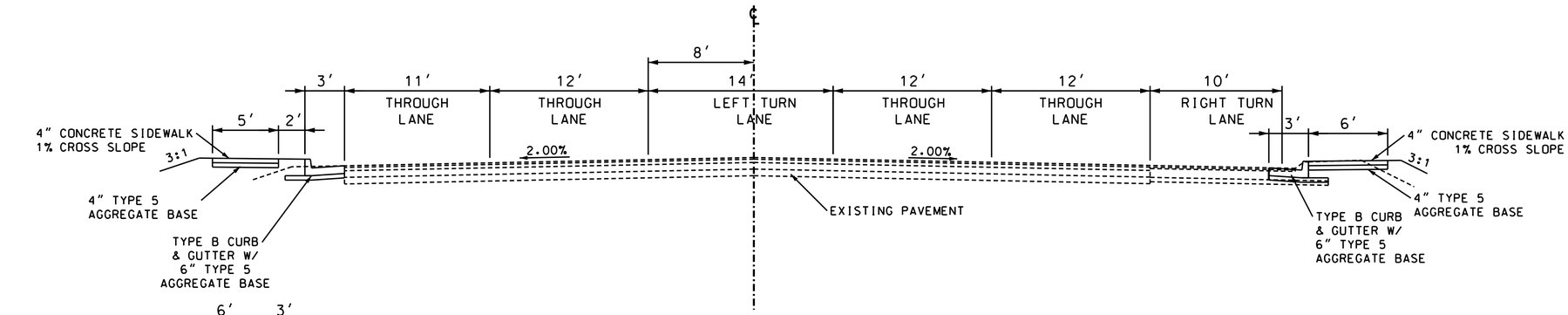
BRIDGE NO.

DESCRIPTION	DATE

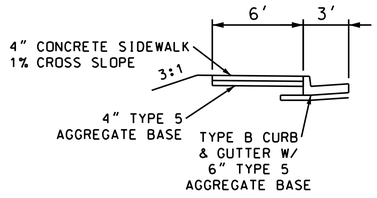
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

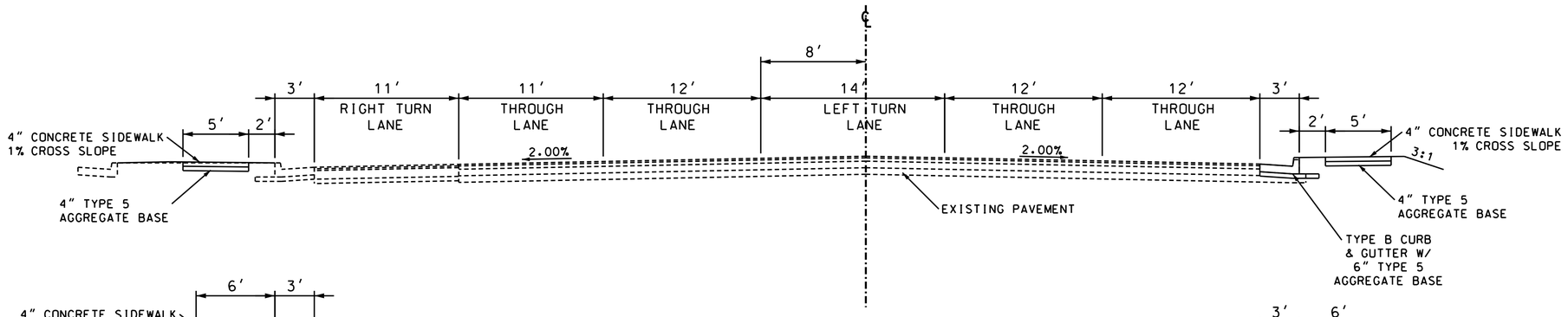
ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
2118 THORNBERRY DRIVE, WEST • MISSOURI 65203 • (573) 234-2992
ANDERSON COA# 000062 • ANDREW ECKHART, PE# 2009008117



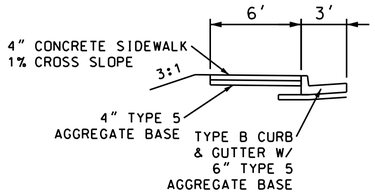
TYPICAL SECTION
BUSINESS LOOP 49
(RANGELINE ROAD)
STA. 137+50.00 TO STA. 140+30.80



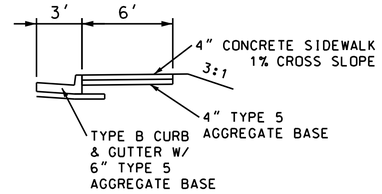
STA. 139+32.76 TO STA. 140+30.80



TYPICAL SECTION
BUSINESS LOOP 49
(RANGELINE ROAD)
STA. 140+30.80 TO STA. 143+30.67



STA. 140+30.80 TO STA. 141+51.62



STA. 140+30.80 TO STA. 141+34.11

TYPICAL SECTIONS
SHEET 1 OF 10

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
02/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	2

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

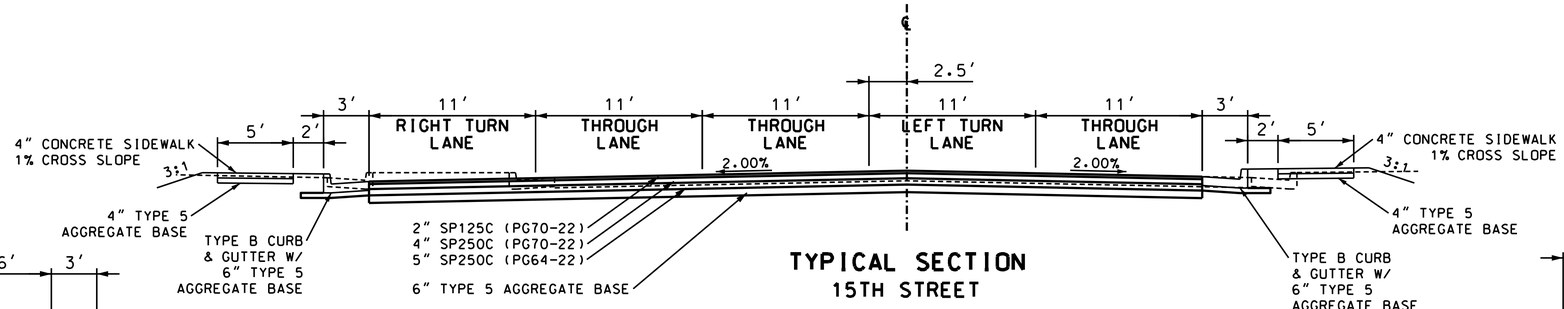
BRIDGE NO.

DESCRIPTION	DATE

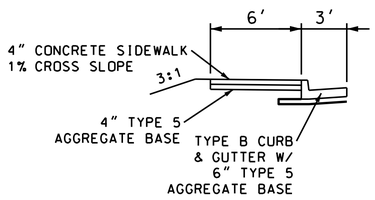
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

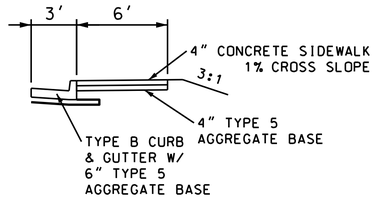
ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
816 E. 2ND ST. 64601 · PO BOX 1637 · MISSOURI 65338 · PHONE (417) 334-3157
ANDERSON COA# 000062 · AUDREY ECKHART, PE# 2009018117



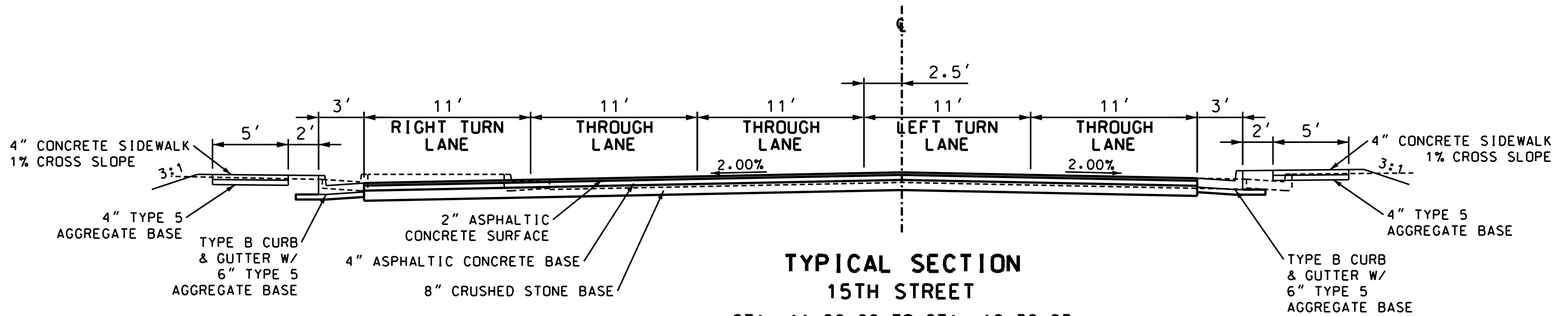
TYPICAL SECTION
15TH STREET
STA. 10+31.30 TO STA. 11+80.00



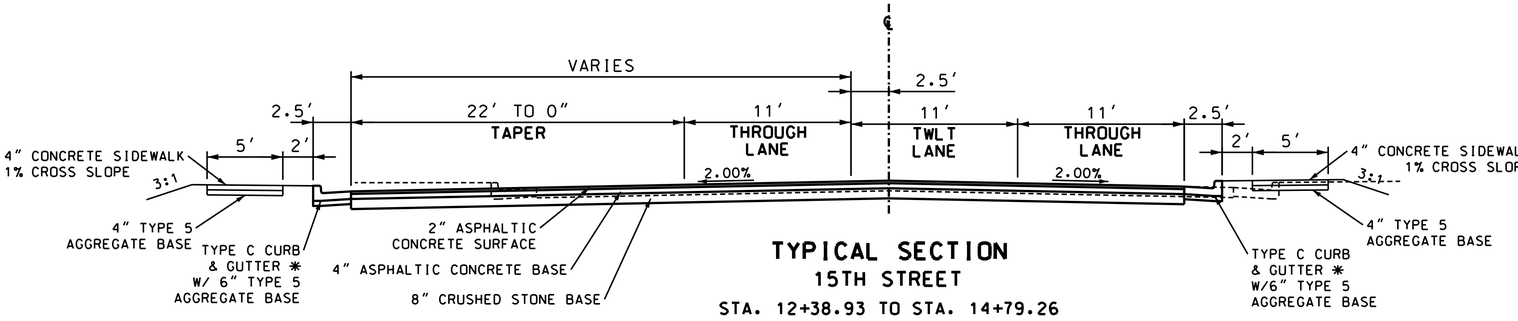
STA. 10+31.30 TO STA. 11+35.37



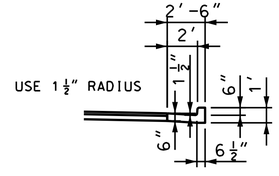
STA. 10+31.30 TO STA. 11+04.12



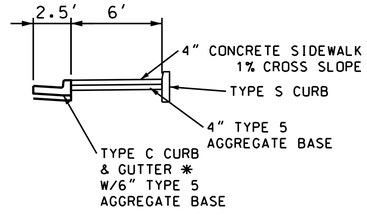
TYPICAL SECTION
15TH STREET
STA. 11+80.00 TO STA. 12+38.93



TYPICAL SECTION
15TH STREET
STA. 12+38.93 TO STA. 14+79.26



* TYPE C CURB & GUTTER PER CITY OF JOPLIN STANDARDS



STA. 13+23.19 TO STA. 14+79.26

TYPICAL SECTIONS
SHEET 2 OF 10

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
02/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	2

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

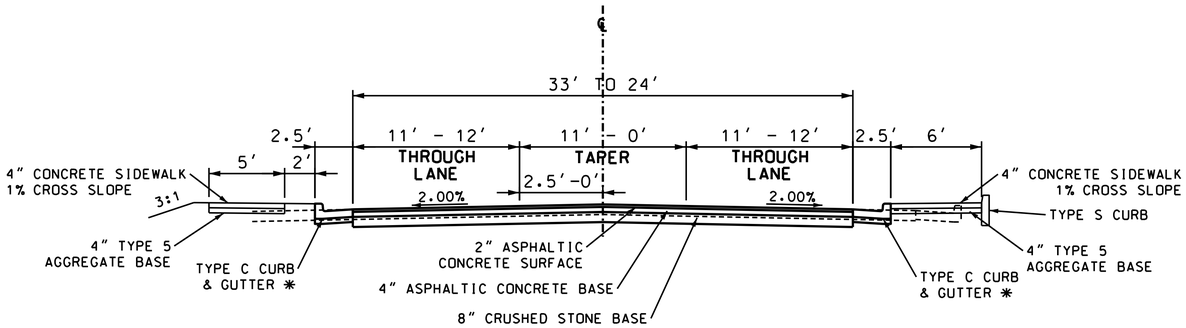
DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

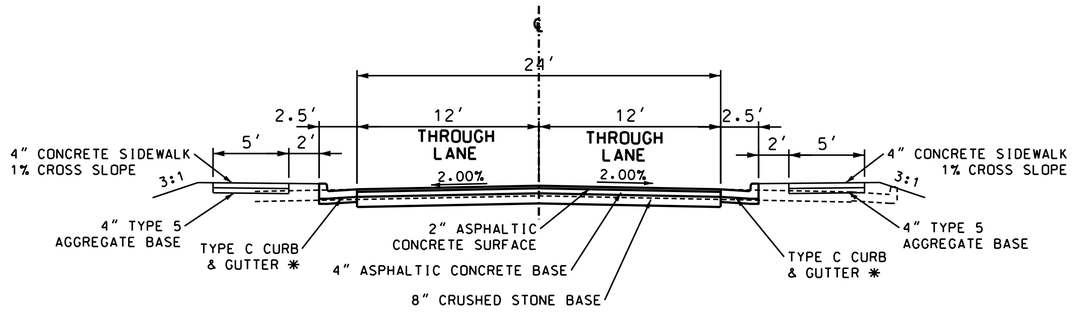
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
516 S. 31st, P.O. BOX 2881, JOPLIN, MISSOURI 64803 (417) 624-6910
ANDERSON CO# 000062 - ANDREW ECKHART, PE# 2009018117



TYPICAL SECTION
15TH STREET
STA. 14+79.26 TO STA. 15+79.24

* SEE TYPICAL SHEET 2 OF 3
FOR DETAIL OF TYPE C CURB & GUTTER



TYPICAL SECTION
15TH STREET
STA. 15+79.24 TO STA. 16+84.09

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
02/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	2

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DESCRIPTION	DATE

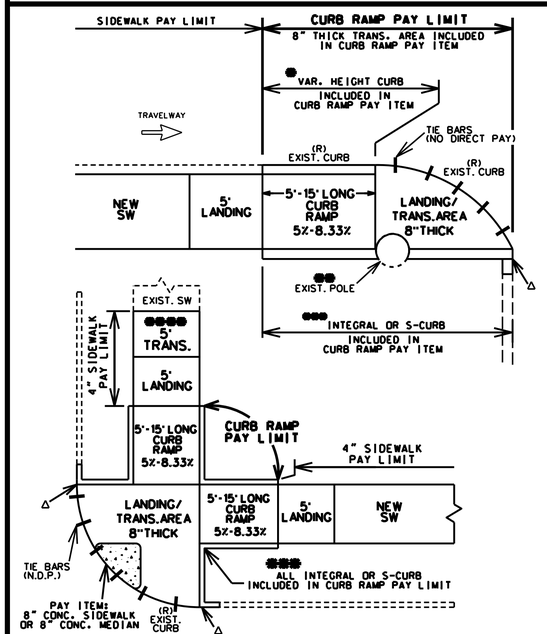
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
STATE OF MISSOURI CERTIFICATE OF AUTHORITY: ENGINEERING #2001018336 · SURVEYING #2003018336
ANDERSON COA# 000062 · AUDREY ECKHART, PE# 2009019117

1. CONCRETE SIDEWALK, CURB RAMP AND DETECTABLE WARNING DEVICE (TRUNCATED DOMES) DETAILS SHALL CONFORM TO ADA REQUIREMENTS UNLESS NOTED OTHERWISE IN THESE PLANS. FOR SIDEWALK JOINT AND CURB DETAILS, SEE STANDARD PLAN 609.00.
2. TINTED CONCRETE SHALL NOT BE USED. TRUNCATED DOMES SHALL BE OF A COLOR CONTRASTING WITH UNTINTED CONCRETE AND APPROVED BY THE ENGINEER. TRUNCATED DOMES ARE REQ'D. AT STREET INTERSECTIONS AND COMMERCIAL ENTRANCES WITH TRAFFIC CONTROL ONLY. (STOP/YIELD SIGNS OR SIGNALS)
3. CONCRETE SHALL BE IN ACCORDANCE WITH SEC. 608 & SEC. 609. CURING COMPOUND SHALL BE TRANSPARENT.
4. ALL CONCRETE SIDEWALK AND CURB RAMP/TRANSITION/LANDING AREAS SHALL BE 4" THICK, WITH THE EXCEPTION OF THE BOTTOM TRANSITION WHICH TIES INTO THE EXISTING PAVED APPROACH AND ROADWAY. THIS TRANSITION, OR LANDING AREA, MUST BE 8" THICK IF IT FALLS WITHIN THE RADIUS OF THE APPROACH AND SITS AT THE BACK OF CURB OF THE ROADWAY. ALL CONCRETE SIDEWALK AND CURB RAMP/TRANSITION/LANDING AREAS SHALL BE ON 4" TYPE 1 AGGREGATE BASE.
5. AGGREGATE BASE DENSITY - CONTRACTOR SHALL EXERCISE GOOD COMPACTIVE EFFORT AS APPROVED BY THE ENGINEER. DENSITY REQUIREMENTS BY NUCLEAR METHOD WILL NOT BE REQUIRED DUE TO WORK AREA CONSTRAINTS.
6. CONCRETE CURB RAMP - WIDTH = 5' MIN. LENGTH = 5' MIN. TO 15' PREFERRED MAX. (16' MAX.)
   RUNNING SLOPE = >5% (MIN.) TO 8.33% (MAX.) UNIFORMLY DOWN THE LENGTH OF THE RAMP.

   CONCRETE LANDING - WIDTH = TO MATCH PROPOSED CURB RAMP AND SIDEWALK WIDTH LENGTH = 5' MIN.
   SLOPE IN ALL DIRECTIONS = 1% PREFFERED (2% MAX.) UNLESS TIED TO ROADWAY EXCEPTION.
7. ALL EXISTING UTILITIES SHALL BE USED IN PLACE UNLESS OTHERWISE NOTED. ALL MANHOLE OR VALVE COVER, ETC. ELEVATIONS SHALL BE ADJUSTED AS REQUIRED IF THEY ARE LOCATED WITHIN THE IMPROVEMENT AREA.
8. "PREFORMED FIBER JOINT" SHALL BE IN ACCORDANCE WITH SEC. 1057 FOR PREFORMED FIBER JOINT EXPANSION JOINT FILLER.
9. REINFORCING STEEL TIE BARS SHALL BE IN ACCORDANCE WITH SECTION 706. ALL REINFORCING STEEL SHALL BE EPOXY COATED AND USED AS APPROVED BY THE ENGINEER. WHERE TIE BARS ARE USED, THE CONCRETE SHALL BE 8" THICK (NO DIRECT PAY).
10. CONSTRUCTION AND LENGTH OF EACH CURB RAMP INCLUDING LANDINGS AND TRANSITION AREAS SHALL BE AS SHOWN ON THE PLANS UNLESS DIFFERING FIELD CONDITIONS ARE FOUND OR AS APPROVED BY THE ENGINEER. CURB RAMP CROSS SLOPES SHALL BE 1% PREFFERED (2% MAX.) TOWARD THE STREET. CURB RAMPS ARE TO BE FORMED UP AND HAVE A TRUE AND STRAIGHT LINE.
11. SIDEWALK AND CONCRETE CURB SHALL BE POURED MONOLITHICALLY. THE CONTRACTOR SHALL MATCH EXISTING GROUND SLOPES ADJACENT TO THE CURB RAMPS OR USE AN ALTERNATE METHOD APPROVED BY THE ENGINEER.
12. S-CURB 12"-30" HIGH (MODIFIED S-CURB) WILL REQUIRE #4 REINFORC. BARS ON MAX. 12" CENTERS - SEE DETAIL (NO DIRECT PAY)
13. SODDED SLOPES AT EDGES OF SIDEWALK OR S-CURB SHOULD BE GRADED TO BE 6:1 MIN.

NOT TO SCALE



△ MATCH EXIST CURB HEIGHT. OPTIONAL 1' TIE-IN TO EXIST CURB

● VAR. HEIGHT CURB ALONG ROADSIDE MAY BE CONST. MONOLITHIC OR SEP. DEPENDING ON CONST. OPERATIONS.

●● NO UTILITY POLES ARE ALLOWED IN THE RAMP LIMITS. BUT ARE PERMITTED IN THE LANDING AND TRANSITION AREAS.

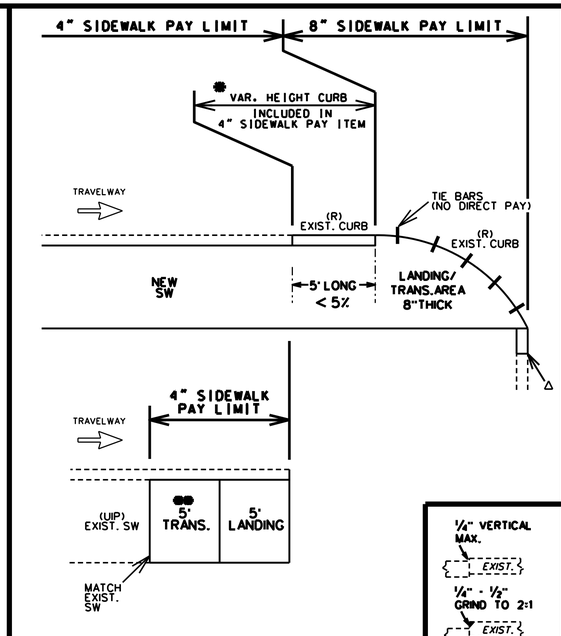
●●● TYPE OF CURB WILL DEPEND ON FIELD CONDITIONS.

●●●● TO BLEND CROSS SLOPE DISCREPENCY

CURB RAMP
PAY LIMITS

WHEN RAMP AREA IS LONGER THEN 5' AND BET. 5%-8.33% GRADE. IT IS CONSIDERED A CURB RAMP

NOT TO SCALE



△ MATCH EXIST CURB HEIGHT (1' TAPER FROM SIDEWALK UP TO EXIST CURB HEIGHT)

● VAR. HEIGHT CURB ALONG ROADSIDE MAY BE CONSTRUCTED MONOLITHIC OR SEPERATE DEPENDING ON CONST. OPERATIONS. DOWEL TO EXIST. GUTTER/PAVEMENT (NO DIRECT PAY).

●● TO BLEND CROSS SLOPE DISCREPENCY

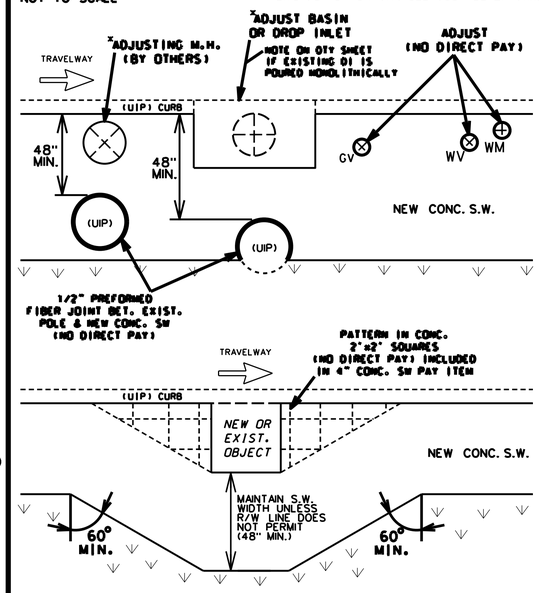
SIDEWALK
PAY LIMITS

WHEN RAMP AREA IS 5' LONG AND LESS THEN 5% GRADE. IT IS CONSIDERED SIDEWALK

NOT TO SCALE

JOINT GRINDING
TRIP HAZARDS
622-99.03

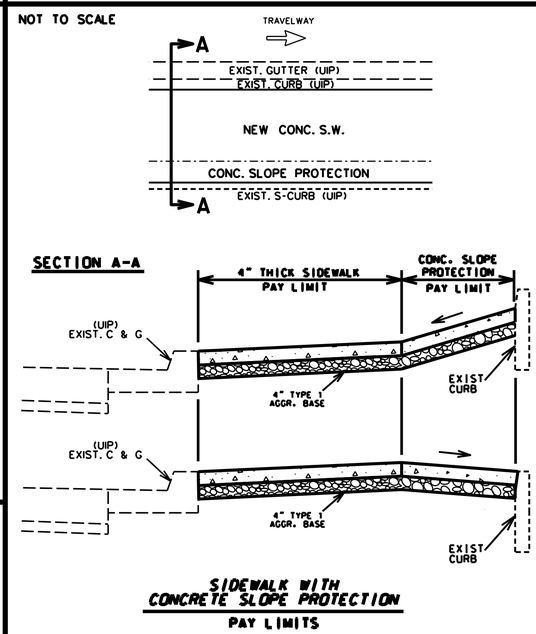
NOT TO SCALE * EXIST. DITOP OR MANHOLE MUST BE 2% MAX.



UTILITIES OR VARIOUS OBSTACLES

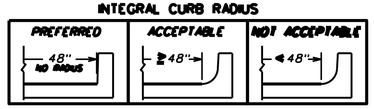
NO UTILITY POLES ARE ALLOWED IN THE RAMP LIMITS. BUT ARE PERMITTED IN THE LANDING AREAS AND SIDEWALK WITH A MINIMUM OF 4' CLEARANCE AROUND THE POLE

NOT TO SCALE



SIDEWALK WITH CONCRETE SLOPE PROTECTION
PAY LIMITS

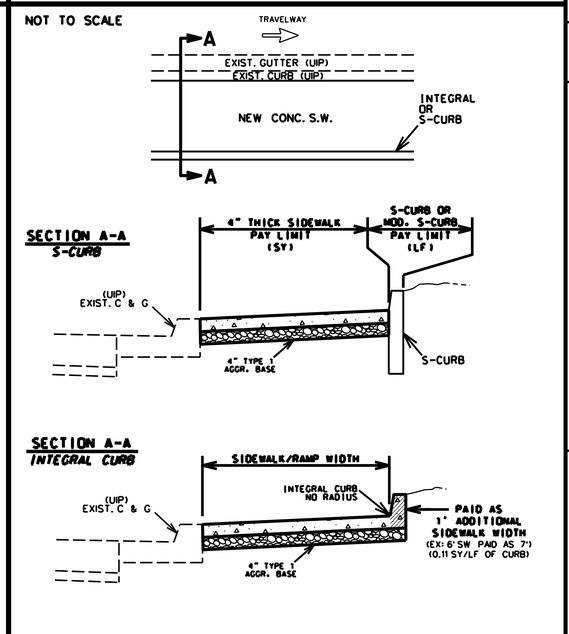
INTEGRAL CURB RADIUS



SECTION A-A
INTEGRAL CURB WITH RADIUS

SIDEWALK & RAMP WITH CURB
PAY LIMITS

NOT TO SCALE



△ MATCH EXIST CURB

● FILL IN WHERE EXIST. RAMP WAS. SIZE WILL VARY. (SEE TYPICAL SHEET)

●● VAR. HEIGHT CURB ALONG ROADSIDE MAY BE CONSTRUCTED MONOLITHIC OR SEPERATE DEPENDING ON CONST. OPERATIONS.

●●● TO BLEND CROSS SLOPE DISCREPENCY

▬ HANDRAIL 2' OFF E.O.P (SEE HANDRAIL STANDARDS)

CURB RAMP - IN EXISTING 9.5'+ WIDE SW
PAY LIMITS

NOT TO SCALE

ADA LIBRARY TYPICAL

TYPICAL SHEET
SHEET 4 OF 10

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED: 02/23/2024
ROUTE: BL49 | STATE: MO
DISTRICT: SW | SHEET NO.: 2
COUNTY: JASPER
JOB NO.: J7S3430
CONTRACT ID.:
PROJECT NO.:
BRIDGE NO.:

DESCRIPTION	DATE

REVISED: 2022-05-18

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
218 SYM, P.O.BOX 280, HOWITT, MISSOURI 65300 PHONE (417) 256-0112
ANDERSON COM# 000062 - ANDREW ECKHART, PE# 2009008717

REVISED: 2022-05-18

PERPENDICULAR - TYPE 1

TYPE 1-A

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	10.0	12.0	-	10.0	12.0	-	10.0	12.0	
CURB RAMP SY	-	8.2	12.8	-	10.8	12.7	-	13.5	15.8	
CONC. SIDEWALK SY	-	5.6	6.4	-	5.6	6.4	-	4.9	6.4	
TYPE 1 AGGREGATE SY	-	13.8	16.0	-	16.4	19.1	-	18.3	22.2	
ADA LINEAR GRADING LF	-	22.0	22.0	-	27.5	27.5	-	30.0	30.5	
SODDING SY	-	5.8	5.7	-	6.8	6.9	-	7.5	7.9	

TYPE 1-B

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	22.0	24.0	-	22.0	24.0	-	22.0	24.0	
CURB RAMP SY	-	10.9	13.1	-	13.6	16.3	-	16.2	19.3	
CONC. SIDEWALK SY	-	5.6	6.3	-	5.6	6.4	-	4.9	5.7	
TYPE 1 AGGREGATE SY	-	16.5	19.4	-	19.2	22.7	-	21.1	25.0	
ADA LINEAR GRADING LF	-	28.0	28.0	-	34.5	34.5	-	38.0	38.0	
SODDING SY	-	7.4	7.8	-	8.4	8.7	-	9.1	9.5	

TYPE 1-C

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	10.0	12.0	-	10.0	12.0	-	10.0	12.0	
CURB RAMP SY	-	8.8	10.3	-	11.5	13.4	-	14.1	16.5	
CONC. SIDEWALK SY	-	5.6	6.4	-	5.6	6.4	-	4.9	5.7	
TYPE 1 AGGREGATE SY	-	14.4	16.7	-	17.1	19.8	-	19.0	22.1	
ADA LINEAR GRADING LF	-	22.0	22.0	-	26.5	26.5	-	30.0	30.0	
SODDING SY	-	11.5	11.7	-	13.5	13.5	-	15.0	15.2	

TYPE 1-D

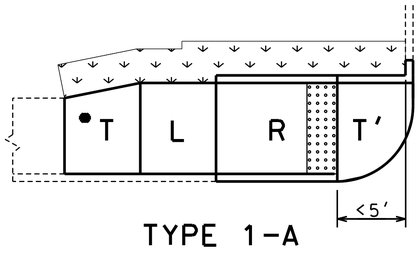
LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	18.0	24.0	-	18.0	24.0	-	18.0	24.0	
CURB RAMP SY	-	18.6	22.8	-	24.0	29.0	-	29.3	35.3	
CONC. SIDEWALK SY	-	11.2	12.8	-	11.2	12.8	-	9.8	11.4	
TYPE 1 AGGREGATE SY	-	29.8	35.6	-	35.2	41.8	-	39.1	46.7	
ADA LINEAR GRADING LF	-	42.0	50.0	-	57.0	61.0	-	67.0	72.0	
SODDING SY	-	11.0	11.3	-	13.0	13.3	-	14.5	14.9	

TYPE 1-E

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	18.0	24.0	-	18.0	24.0	-	18.0	24.0	
CURB RAMP SY	-	14.8	19.0	-	20.1	25.2	-	25.5	31.4	
CONC. SIDEWALK SY	-	11.2	12.8	-	11.2	12.8	-	9.8	11.4	
TYPE 1 AGGREGATE SY	-	26.0	31.8	-	31.3	38.0	-	35.3	42.8	
ADA LINEAR GRADING LF	-	43.0	46.0	-	52.0	55.0	-	59.0	62.0	
SODDING SY	-	13.3	13.6	-	16.0	16.9	-	18.6	19.3	

TYPE 1-F

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	14.0	16.0	-	14.0	16.0	-	14.0	16.0	
CURB RAMP SY	-	15.5	19.0	-	20.8	25.2	-	26.2	31.4	
CONC. SIDEWALK SY	-	11.2	12.8	-	11.2	12.8	-	9.8	11.4	
TYPE 1 AGGREGATE SY	-	26.7	31.8	-	32.0	38.0	-	36.0	42.8	
ADA LINEAR GRADING LF	-	43.0	46.0	-	52.0	55.0	-	59.0	62.0	
SODDING SY	-	18.4	18.8	-	22.4	22.8	-	25.6	25.9	



TYPE 1-A

T'- IS TO BE 8" THICK AT ALL PAVED APPROACHES AND STREETS IF WITHIN THE RADIUS. PAID FOR AS CONCRETE CURB RAMP

T - TRANSITION TO EXISTING SW OR PAVED APPROACH (LANDING PREFERED AT PAVED APPROACH IF CONDITIONS ALLOW)

● - T IS STILL NEEDED EVEN IF THE EXISTING SIDEWALK IS THE SAME WIDTH AS THE NEW SIDEWALK.(IT WILL BLEND THE EXIST XSLOPE INTO THE NEW LANDING XSLOPE)

L - LANDING

R - RAMP

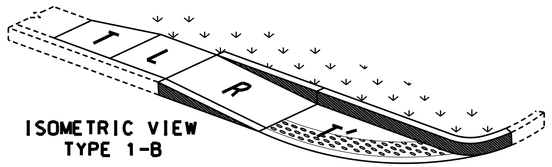
- CURB RAMP PAY LIMITS

- SOD SLOPE 6:1 MIN.

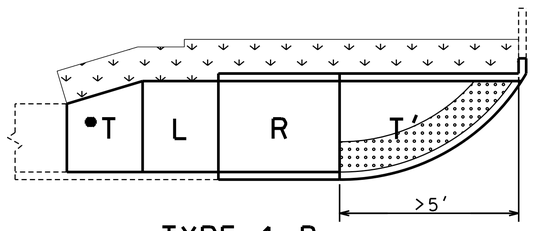
- TRUNCATED DOME LOCATION IF DIST. IS <5' OR >5'

TRUNCATED DOMES ARE USED ONLY AT STREETS & ENTRANCES UTILIZING YIELD / STOP SIGNS OR SIGNALS

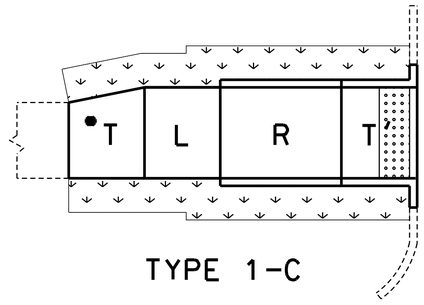
NOTE:
QUANTITIES ARE CALCULATED BY AREA AND MAY NOT MATCH EXACT FIELD CONDITIONS.



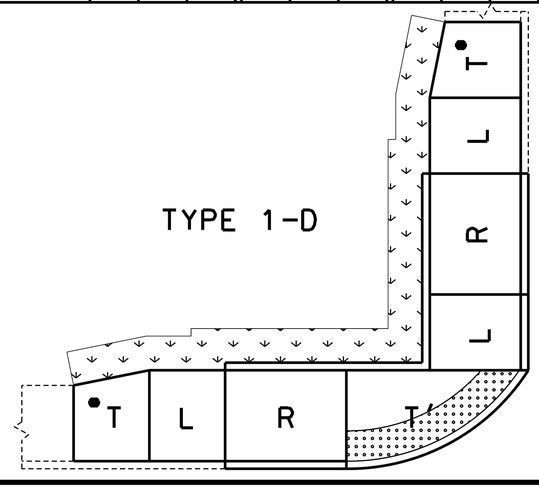
ISOMETRIC VIEW
TYPE 1-B



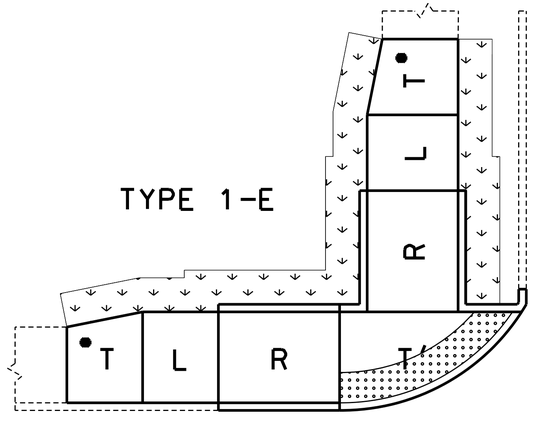
TYPE 1-B



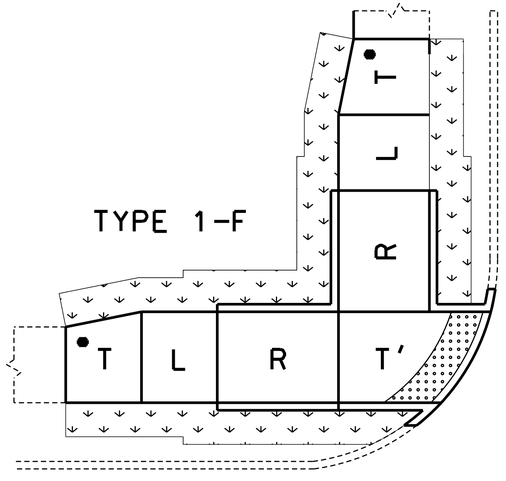
TYPE 1-C



TYPE 1-D



TYPE 1-E



TYPE 1-F

ADA LIBRARY TYPICAL

TYPE 1

PERPENDICULAR CURB RAMPS

TYPICAL SHEET 5 OF 10

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
02/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	2

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

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MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
216 E. 10TH ST. P.O. BOX 384 MISSOURI 65709 (417) 334-3112
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009018117

REVISED: 2022-05-18

PARALLEL - TYPE 2

TYPE 2-A

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	10.0	10.0	-	10.0	10.0	-	10.0	10.0	
CURB RAMP SY	-	9.1	10.6	-	11.8	13.7	-	14.4	16.8	
CONC. SIDEWALK SY	-	5.6	6.4	-	4.9	5.7	-	4.9	5.7	
TYPE 1 AGGREGATE SY	-	14.7	17.0	-	16.7	19.4	-	19.3	22.5	
ADA LINEAR GRADING LF	-	26.0	26.0	-	29.0	29.0	-	33.0	33.0	
SODDING SY	-	8.0	8.3	-	8.6	8.8	-	9.6	9.8	

TYPE 2-B

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	10.0	10.0	-	10.0	10.0	-	10.0	10.0	
CURB RAMP SY	-	11.8	13.3	-	14.5	16.4	-	17.2	19.5	
CONC. SIDEWALK SY	-	5.6	6.4	-	4.9	5.7	-	4.9	5.7	
TYPE 1 AGGREGATE SY	-	17.4	19.7	-	19.4	22.1	-	22.1	25.2	
ADA LINEAR GRADING LF	-	26.0	26.0	-	29.0	29.0	-	33.0	33.0	
SODDING SY	-	13.8	14.1	-	15.1	15.5	-	17.1	17.5	

TYPE 2-C

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	10.0	10.0	-	10.0	10.0	-	10.0	10.0	
CURB RAMP SY	-	16.4	18.7	-	21.7	24.9	-	27.0	31.2	
CONC. SIDEWALK SY	-	11.2	12.8	-	9.8	11.4	-	9.8	11.4	
TYPE 1 AGGREGATE SY	-	27.6	31.5	-	31.5	36.3	-	36.8	42.6	
ADA LINEAR GRADING LF	-	41.0	41.0	-	47.0	47.0	-	55.0	55.0	
SODDING SY	-	12.3	12.5	-	13.6	13.9	-	15.6	15.9	

TYPE 2-D

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	10.0	10.0	-	10.0	10.0	-	10.0	10.0	
CURB RAMP SY	-	16.8	19.2	-	22.2	25.4	-	27.5	31.6	
CONC. SIDEWALK SY	-	11.2	12.8	-	9.8	11.4	-	9.8	11.4	
TYPE 1 AGGREGATE SY	-	28.0	32.0	-	32.0	36.8	-	37.3	43.0	
ADA LINEAR GRADING LF	-	41.0	41.0	-	47.0	47.0	-	55.0	55.0	
SODDING SY	-	20.2	20.3	-	22.4	23.2	-	26.4	27.2	

TYPE 2-E

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	10.0	10.0	-	10.0	10.0	-	10.0	10.0	
CURB RAMP SY	-	10.8	11.5	-	13.2	14.4	-	15.7	17.3	
CONC. SIDEWALK SY	-	5.6	6.7	-	5.0	6.0	-	5.0	6.0	
TYPE 1 AGGREGATE SY	-	16.4	18.2	-	18.2	20.4	-	20.7	23.3	
ADA LINEAR GRADING LF	-	22.5	22.5	-	26.5	26.5	-	30.5	30.5	
SODDING SY	-	-	-	-	-	-	-	-	-	
HANDRAIL LF	-	-	-	-	-	-	-	-	-	SEE STANDARDS FOR LENGTH

TYPE 2-F

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	10.0	10.0	-	10.0	10.0	-	10.0	10.0	
CURB RAMP SY	-	15.5	17.1	-	20.4	23.1	-	25.5	28.9	
CONC. SIDEWALK SY	-	11.2	13.4	-	10.0	12.0	-	10.0	12.0	
TYPE 1 AGGREGATE SY	-	26.7	30.5	-	30.4	35.1	-	35.5	40.9	
ADA LINEAR GRADING LF	-	39.0	39.0	-	47.0	47.0	-	55.0	55.0	
SODDING SY	-	-	-	-	-	-	-	-	-	
HANDRAIL LF	-	-	-	-	-	-	-	-	-	SEE STANDARDS FOR LENGTH

NOTE:
QUANTITIES ARE CALCULATED BY AREA AND MAY NOT MATCH EXACT FIELD CONDITIONS.

** 3.5' LANDING EXTENSION REQ'D. FOR INSTALLATION OF FUTURE OR NEW PED. PUSH BUTTON

NOTE: SEE STANDARDS FOR ALL PED. PUSH BUTTON LOCATIONS

- TRUNCATED DOME

TRUNCATED DOMES ARE USED ONLY AT STREETS & ENTRANCES UTILIZING YIELD / STOP SIGNS OR SIGNALS

T - TRANSITION TO EXISTING SW

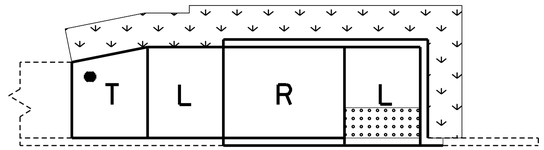
● - T IS STILL NEEDED EVEN IF THE EXISTING SIDEWALK IS THE SAME WIDTH AS THE NEW SIDEWALK. (IT WILL BLEND THE EXIST XSLOPE INTO THE NEW LANDING XSLOPE)

L - LANDING

R - RAMP

- SOD SLOPE 6:1 MIN.

- CURB RAMP PAY LIMITS



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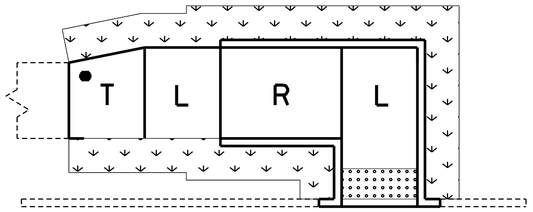

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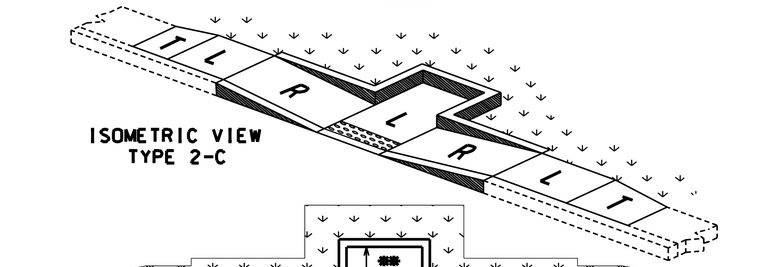
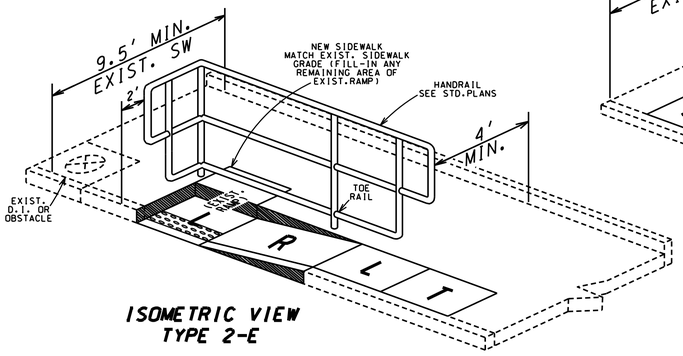
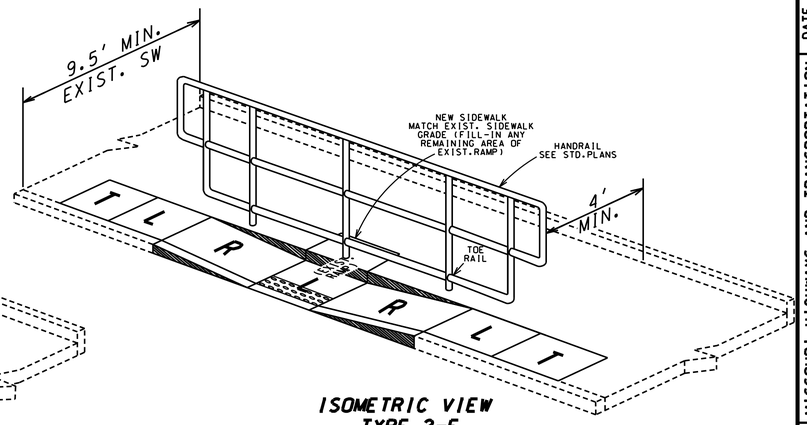


ISOMETRIC VIEW
TYPE 2-C

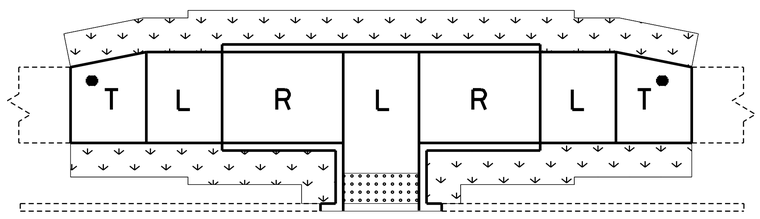
TYPE 2-C



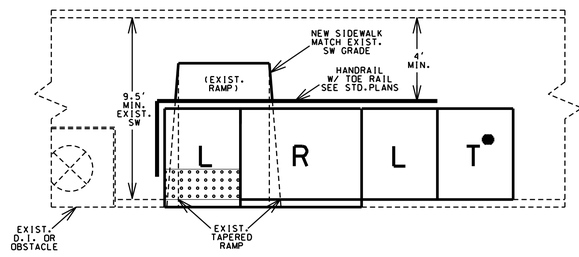
ISOMETRIC VIEW
TYPE 2-E



ISOMETRIC VIEW
TYPE 2-F



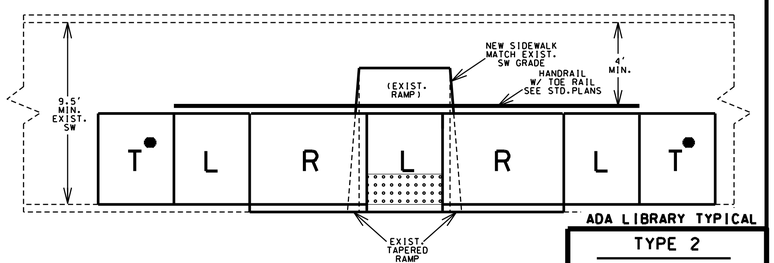
TYPE 2-D



TYPE 2-E

USE ONLY WHEN TYPE 2-F IS UNABLE TO BE CONSTRUCTED DUE TO AN EXIST. D.I. OR OTHER OBSTACLE

SEE STANDARDS FOR HANDRAIL SPECS



TYPE 2-F

ADA LIBRARY TYPICAL

SEE STANDARDS FOR HANDRAIL SPECS

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
02/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	2

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
216 E. 5th, P.O. BOX 249, MONETT, MISSOURI 65708 (417) 235-6512
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009031717

TYPE 2
PARALLEL CURB RAMPS

TYPICAL SHEET 6 OF 10

PARALLEL - TYPE 2 (cont'd.)

TYPE 2-G

LENGTH (LF) / WIDTH (LF)		8			12			16			REMARKS
		4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES	SF	-	12.0	12.0	-	10.0	10.0	-	10.0	10.0	
CURB RAMP	SY	-	15.7	18.0	-	20.8	23.7	-	25.8	30.2	
CONC. SIDEWALK	SY	-	21.4	25.0	-	17.6	20.3	-	15.2	17.5	
TYPE 1 AGGREGATE	SY	-	37.1	43.0	-	38.4	44.0	-	41.0	47.7	
ADA LINEAR GRADING	LF	-	52.0	52.0	-	54.0	54.0	-	58.0	58.0	
SODDING	SY	-	13.6	13.6	-	13.7	13.5	-	14.5	14.9	

TYPE 2-H

LENGTH (LF) / WIDTH (LF)		8			12			16			REMARKS
		4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES	SF	-	12.0	12.0	-	10.0	10.0	-	10.0	10.0	
CURB RAMP	SY	-	15.7	18.0	-	21.0	24.5	-	26.9	31.4	
CONC. SIDEWALK	SY	-	13.2	16.0	-	12.0	14.2	-	12.0	14.4	
TYPE 1 AGGREGATE	SY	-	28.9	34.0	-	33.0	38.6	-	38.9	45.8	
ADA LINEAR GRADING	LF	-	42.0	42.0	-	49.0	49.0	-	55.0	55.0	
SODDING	SY	-	11.1	11.2	-	12.5	12.5	-	14.5	14.9	

REVISED: 2022-05-18

T● - IS STILL NEEDED EVEN IF THE EXISTING SIDEWALK IS THE SAME WIDTH AS THE NEW SIDEWALK.(IT WILL BLEND THE EXIST XSLOPE INTO THE NEW LANDING XSLOPE)

T - TRANSITION TO EXISTING SW

L - LANDING

R - RAMP

- SOD SLOPE 6:1 MIN.

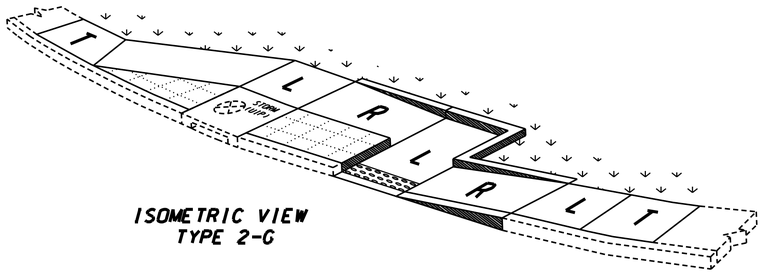
- TRUNCATED DOME LOCATION. IF DIST. IS <5' OR > 5'

TRUNCATED DOMES ARE USED ONLY AT STREETS & ENTRANCES UTILIZING YIELD / STOP SIGNS OR SIGNALS

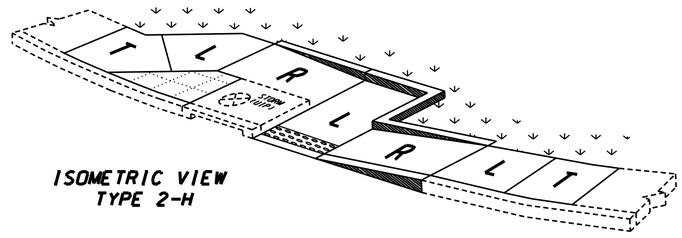
- CURB RAMP PAY LIMITS

- INCLUDED IN 4" CONC. SIDEWALK PAY LIMIT

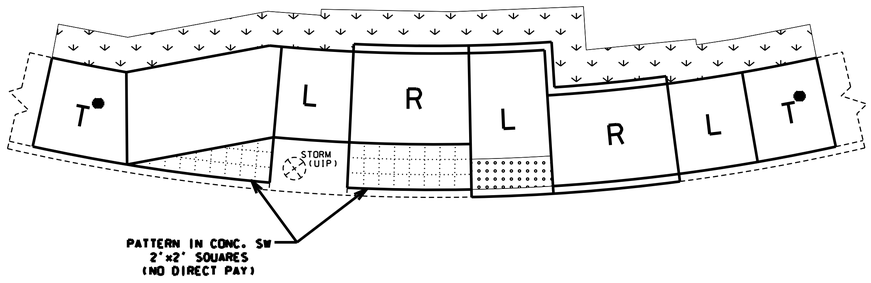
NOTE:
QUANTITIES ARE CALCULATED BY AREA AND MAY NOT MATCH EXACT FIELD CONDITIONS.



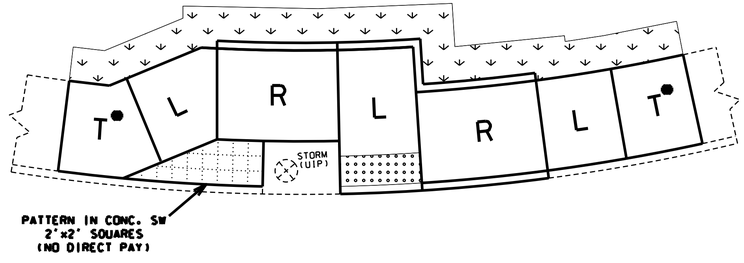
ISOMETRIC VIEW TYPE 2-G



ISOMETRIC VIEW TYPE 2-H



TYPE 2-G



TYPE 2-H

ADA LIBRARY TYPICAL

TYPE 2

PARALLEL CURB RAMPS

TYPICAL SHEET 7 OF 10

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED: 02/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	2

COUNTY: JASPER

JOB NO.: J7S3430

CONTRACT ID.:

PROJECT NO.:

BRIDGE NO.:

DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
516 S. KEENE ST. BOONVILLE, MISSOURI 65233 PHONE: (660)882-5152
ANDERSON COA# 000062 - MONEY EXHART. PE# 2005009117

DIAGONAL - TYPE 3

TYPE 3-A

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	24.0	28.0	-	20.6	25.0	-	20.6	25.0	
CURB RAMP SY	-	24.4	27.0	-	26.9	31.2	-	32.2	37.4	
CONC. SIDEWALK SY	-	11.2	12.8	-	9.8	11.4	-	9.8	11.4	
TYPE 1 AGGREGATE SY	-	35.6	39.8	-	36.7	42.6	-	42.0	48.8	
ADA LINEAR GRADING LF	-	51.0	51.0	-	59.0	59.0	-	67.0	67.0	
SODDING SY	-	11.6	11.4	-	12.9	12.9	-	14.9	14.9	
8"SW OR MED STRIP SY	-	3.0	2.2	-	3.0	2.2	-	3.0	2.2	

TYPE 3-B

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	24.0	28.0	-	20.6	25.0	-	20.6	25.0	
CURB RAMP SY	-	22.0	26.3	-	25.9	31.2	-	31.2	37.4	
CONC. SIDEWALK SY	-	11.2	12.8	-	9.8	11.4	-	9.8	11.4	
TYPE 1 AGGREGATE SY	-	33.2	39.1	-	35.7	42.6	-	41.0	48.8	
ADA LINEAR GRADING LF	-	51.0	51.0	-	59.0	59.0	-	67.0	67.0	
SODDING SY	-	15.2	15.3	-	17.1	17.5	-	20.1	20.5	
8"SW OR MED STRIP SY	-	1.5	1.5	-	1.5	1.5	-	1.5	1.5	

TYPE 3-C

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	20.0	24.0	-	20.0	24.0	-	20.0	24.0	
CURB RAMP SY	-	20.7	26.8	-	25.1	31.5	-	30.4	37.7	
CONC. SIDEWALK SY	-	11.2	12.8	-	9.8	11.4	-	9.8	11.4	
TYPE 1 AGGREGATE SY	-	31.9	39.6	-	34.9	42.9	-	40.2	49.1	
ADA LINEAR GRADING LF	-	51.0	51.0	-	58.0	58.0	-	67.0	67.0	
SODDING SY	-	18.8	19.3	-	21.3	22.1	-	25.3	26.1	
8"SW OR MED STRIP SY	-	1.0	1.6	-	1.0	1.6	-	1.0	1.6	

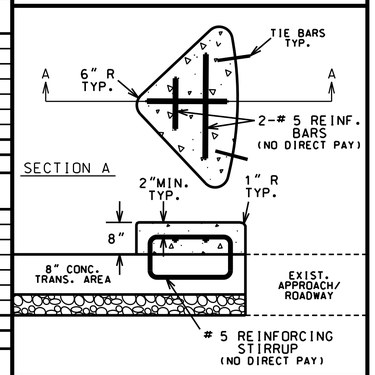
TYPE 3-D

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	24.0	28.0	-	22.4	26.5	-	22.4	26.5	
CURB RAMP SY	-	15.9	19.1	-	17.7	21.4	-	20.4	24.5	
CONC. SIDEWALK SY	-	5.6	6.4	-	4.9	5.7	-	4.9	5.7	
TYPE 1 AGGREGATE SY	-	21.5	25.5	-	22.6	27.1	-	25.3	30.2	
ADA LINEAR GRADING LF	-	31.0	31.0	-	34.0	34.0	-	38.0	38.0	
SODDING SY	-	12.6	12.9	-	13.5	14.0	-	15.5	16.0	
8"SW OR MED STRIP SY	-	1.0	0.8	-	1.0	0.8	-	1.0	0.8	

TYPE 3-E

LENGTH (LF)	8			12			16			REMARKS
WIDTH (LF)	4	5	6	4	5	6	4	5	6	
TRUNCATED DOMES SF	-	20.0	24.0	-	20.0	24.0	-	20.0	24.0	
CURB RAMP SY	-	17.2	19.8	-	17.7	21.4	-	20.4	24.5	
CONC. SIDEWALK SY	-	8.4	10.7	-	7.3	9.4	-	7.3	9.4	
TYPE 1 AGGREGATE SY	-	25.6	30.5	-	25.0	30.8	-	27.7	33.9	
ADA LINEAR GRADING LF	-	30.0	30.0	-	35.5	35.5	-	39.5	39.5	
SODDING SY	-	12.4	12.4	-	12.9	13.3	-	14.9	15.3	
8"SW OR MED STRIP SY	-	1.6	1.6	-	1.6	1.6	-	1.6	1.6	

- DETAIL - 8" SIDEWALK OR 8" MEDIAN STRIP



T'- IS TO BE 8" THICK AT ALL PAVED APPROACHES AND STREETS IF WITHIN THE RADIUS. PAID FOR AS CONCRETE CURB RAMP

NOTE:
QUANTITIES ARE CALCULATED BY AREA AND MAY NOT MATCH EXACT FIELD CONDITIONS.

TYPE 3-A

T - TRANSITION TO EXISTING SW OR PAVED APPROACH (LANDING PREFERED IF CONDITIONS ALLOW)

T● - IS STILL NEEDED EVEN IF THE EXISTING SIDEWALK IS THE SAME WIDTH AS THE NEW SIDEWALK.(IT WILL BLEND THE EXIST XSLOPE WITH THE NEW LANDING XSLOPE)

L - LANDING

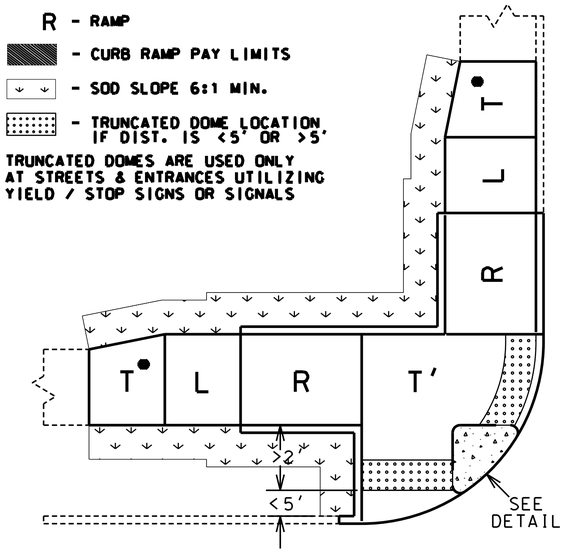
R - RAMP

- CURB RAMP PAY LIMITS

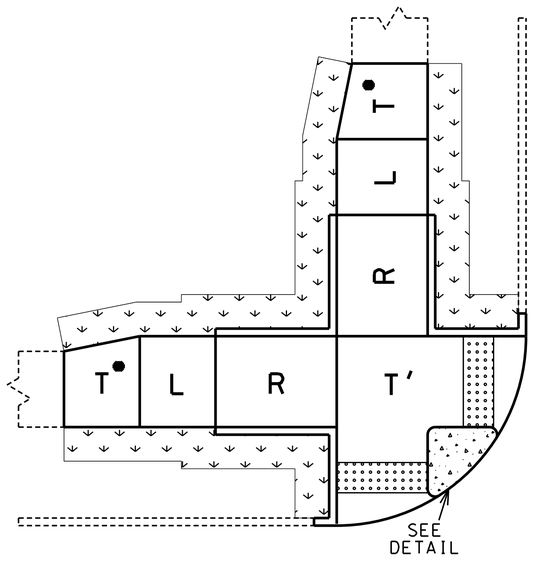
- SOD SLOPE 6:1 MIN.

- TRUNCATED DOME LOCATION IF DIST. IS <5' OR >5'

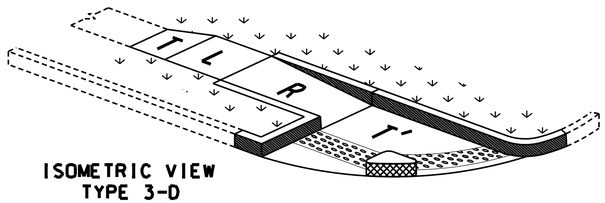
TRUNCATED DOMES ARE USED ONLY AT STREETS & ENTRANCES UTILIZING YIELD / STOP SIGNS OR SIGNALS



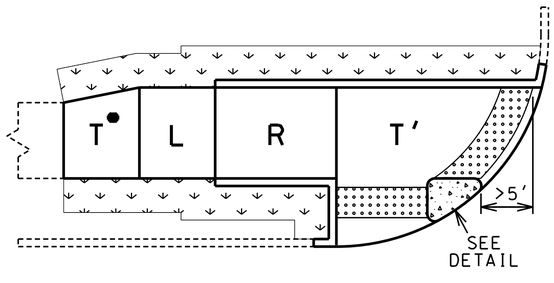
TYPE 3-B



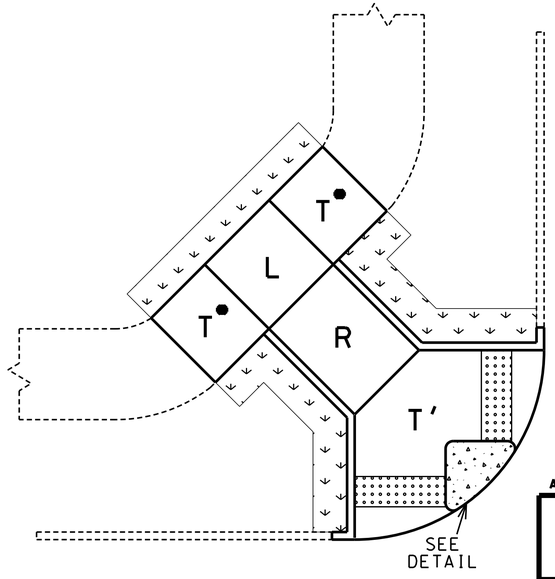
TYPE 3-C



ISOMETRIC VIEW TYPE 3-D



TYPE 3-D



TYPE 3-E

ADA LIBRARY TYPICAL

TYPE 3
DIAGONAL CURB RAMPS

TYPICAL SHEET 8 OF 10

REVISED: 2022-05-18

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
02/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	2

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
216 E. McCARTY ST., JEFFERSON CITY, MISSOURI 65101 (573) 634-2512
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009031717

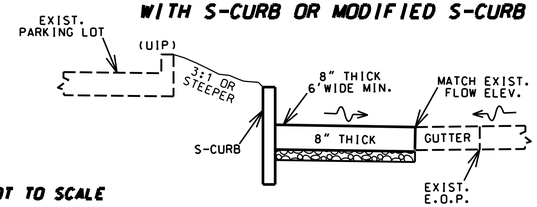
REVISED: 2022-05-16

NOTES FOR MODIFIED SIDEWALK:

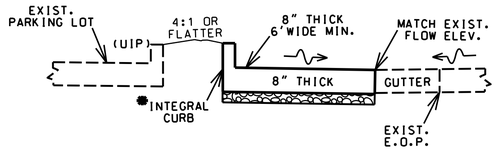
1. REMOVE EXIST. CURB & RAISED ISLAND WITHIN LIMITS SHOWN.
2. AREA INSIDE FINAL CURB TO BE REPAIRED OR REPLACED WITH EXISTING SURFACE MATERIAL. GRADE TO DRAIN.
3. CONSTRUCT 8" THICK CONC. SIDEWALK FLUSH WITH EXIST. CONC. PAVED APPROACH.
4. CONSTRUCT CURB ADJACENT TO MODIFIED SIDEWALK.
5. MODIFIED SIDEWALK PAID FOR AS 8" SIDEWALK.
6. 6' MINIMUM WIDTH.
7. NO DIRECT PAY FOR SAW CUTS AND TIE BARS (ON 12" CENTERS MAX.)
8. TRUNCATED DOMES ARE USED ONLY AT STREETS & ENTRANCES UTILIZING STOP SIGNS OR SIGNALS.
9. X-SLOPE 1% PREFERRED (2% MAX.)
10. USE S-CURB IF CONSTRUCTING CURB ON R/W LINE.

* INTEGRAL CURB IS PAID FOR WITH THE 8" CONC. SIDEWALK PAY ITEM.
INTEGRAL CURB IS PAID AS 1' ADDITIONAL SIDEWALK WIDTH (EX. 6'SIDEWALK PAID AS 7')
(0.11 SY/LF OF CURB)

SECTION A-A
WITH S-CURB OR MODIFIED S-CURB



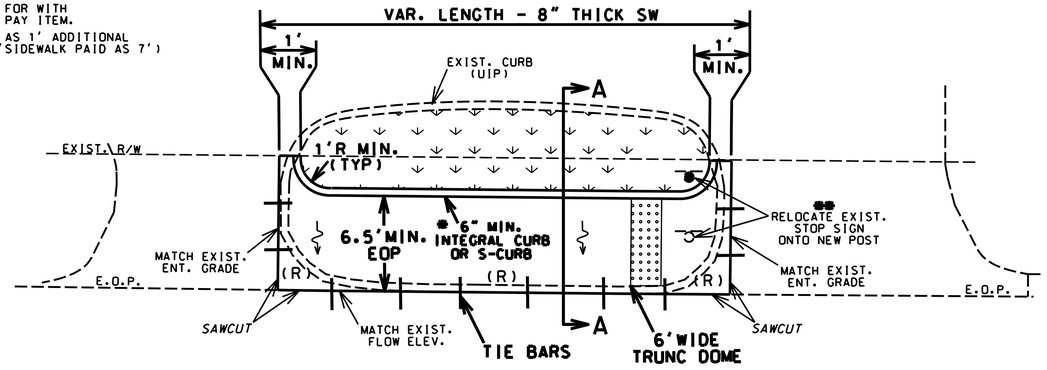
SECTION A-A
WITH INTEGRAL CURB



NOT TO SCALE

TYPICAL
MODIFIED SIDEWALK
8" THICK

** TRUNCATED DOMES ARE USED ONLY AT STREETS & ENTRANCES UTILIZING STOP/YIELD SIGNS OR SIGNALS.

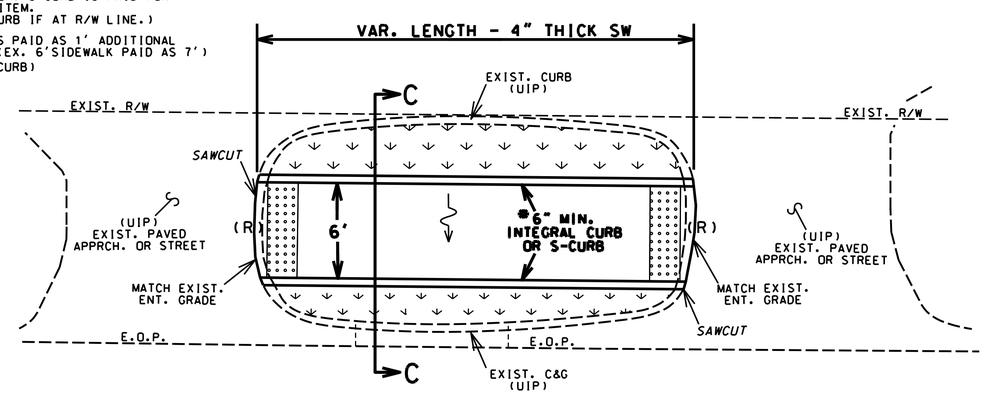


NOTES FOR CUT-THRU SIDEWALK:

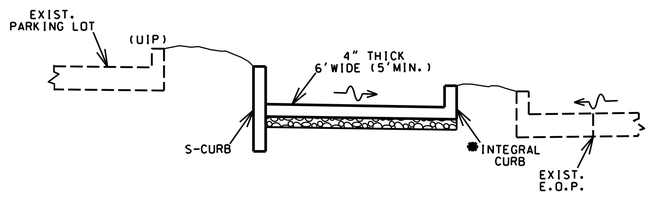
1. REMOVE EXIST. CURB & RAISED ISLAND WITHIN LIMITS SHOWN.
2. AREA INSIDE FINAL CURB TO BE REPAIRED OR REPLACED WITH EXISTING SURFACE MATERIAL. GRADE TO DRAIN.
3. CONSTRUCT 4" THICK CONC. SIDEWALK FLUSH WITH EXIST. CONC. PAVED APPROACH.
4. CONSTRUCT CURB ON BOTH SIDES ADJACENT TO SIDEWALK.
5. CUT-THRU SIDEWALK PAID FOR AS 4" SIDEWALK.
6. 6' PREFERRED WIDTH (5' MIN.)
7. SAW CUTS (NO DIRECT PAY).
8. TRUNCATED DOMES ARE USED ONLY AT STREETS & ENTRANCES UTILIZING STOP SIGNS OR SIGNALS.
9. X-SLOPE 1% PREFERRED (2% MAX.)
10. USE S-CURB IF CONSTRUCTING CURB ON R/W LINE.

TYPICAL
CUT-THRU SIDEWALK

* INTEGRAL CURB IS PAID FOR AS 4" CONC. SIDEWALK PAY ITEM. S-CURB IS PAID FOR AS ITS OWN PAY ITEM.
(ALWAYS USE S-CURB IF AT R/W LINE.)
INTEGRAL CURB IS PAID AS 1' ADDITIONAL SIDEWALK WIDTH (EX. 6'SIDEWALK PAID AS 7')
(0.11 SY/LF OF CURB)



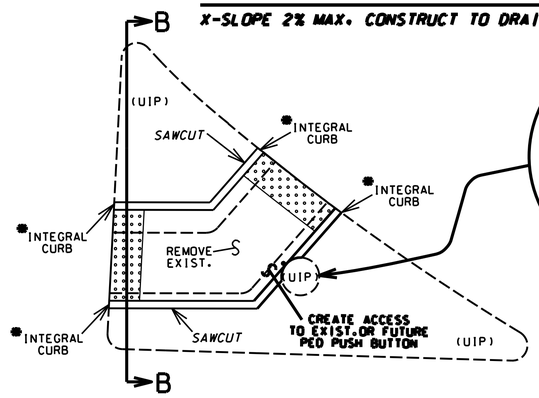
SECTION C-C
WITH S-CURB OR INTEGRAL

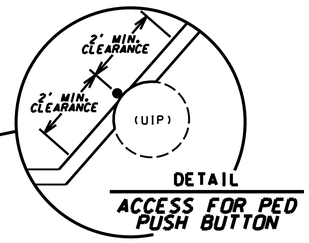


NOT TO SCALE

NOT TO SCALE

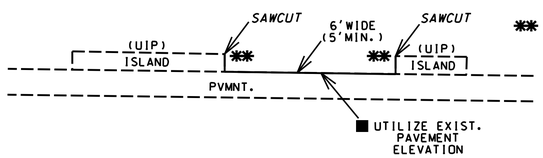
TYPICAL
ISLAND CUT-THRU SIDEWALK
X-SLOPE 2% MAX. CONSTRUCT TO DRAIN





DETAIL
ACCESS FOR PED PUSH BUTTON

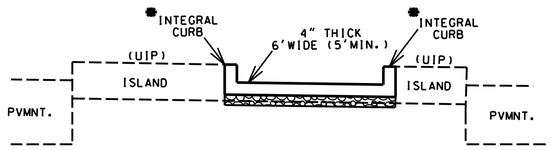
SECTION B-B
ISLAND CUT-THRU SIDEWALK FOR EXISTING 'PINNED-ON' ISLAND



■ SMALL QTY. HAS BEEN INCLUDED FOR 8" THICK SIDEWALK TO ADDRESS ANY UNFORSEEN PVMNT. REPAIRS OR DIFFERENCES IN ELEVATION. (UNDERRUN IF FIELD CONDITIONS DO NOT WARRANT)

** NO INTEGRAL CURB, AGGR. OR LIN. GRADING REQUIRED IF THE ISLAND IS 'PINNED-ON'

SECTION B-B
ISLAND CUT-THRU SIDEWALK



* INTEGRAL CURB IS PAID FOR WITH THE 4" CONC. SIDEWALK PAY ITEM.
INTEGRAL CURB IS PAID AS 1' ADDITIONAL SIDEWALK WIDTH (EX. 6'SIDEWALK PAID AS 7')
(0.11 SY/LF OF CURB)

ADA LIBRARY TYPICAL

MODIFIED SIDEWALK AND SIDEWALK CUT-THRUs

TYPICAL SHEET 9 OF 10

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED: 02/23/2024
ROUTE: BL49 | STATE: MO
DISTRICT: SW | SHEET NO.: 2
COUNTY: JASPER
JOB NO.: J7S3430
CONTRACT ID.:
PROJECT NO.:
BRIDGE NO.:

DESCRIPTION | DATE

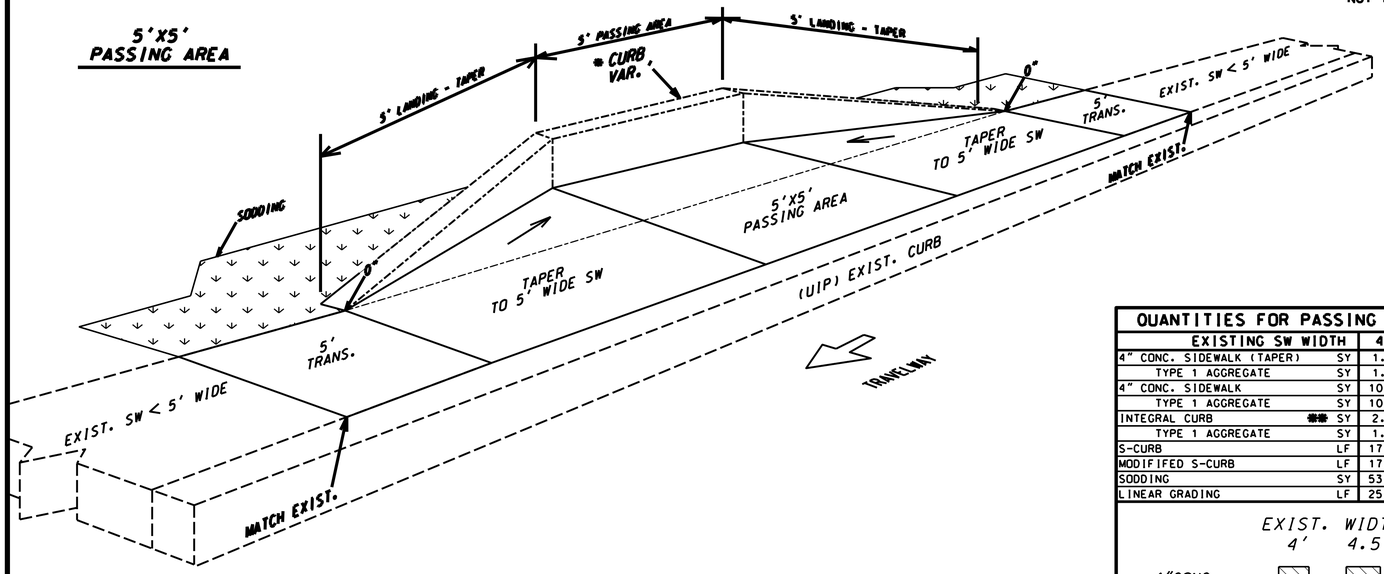
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
918 31st • P.O. BOX 2881 • JOPLIN, MISSOURI 64803 • (417) 624-6778
ANDERSON CO# 000082 - ANDREW CO#ART. #'s# 2009081171-2010-0172

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

NOT TO SCALE

5'X5' PASSING AREA

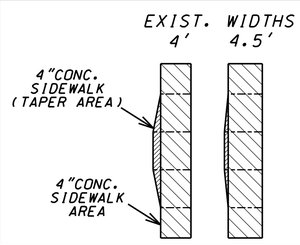


NOTES:

1. PASSING AREA REQUIRED EVERY 200' ON SIDEWALK THAT IS LESS THAN 5' WIDE.
2. * CURB MAY OR MAY NOT BE NEEDED DEPENDING ON FIELD CONDITIONS. IF CURB IS NEEDED, THE CURB HEIGHT WILL VARY DEPENDING ON FIELD CONDITIONS. (INTEGRAL CURB, S-CURB OR MOD. S-CURB).
3. S-CURB OVER 12" TALL IS PAID FOR AS 'MODIFIED S-CURB' AND REQUIRES REINFORCEMENT (NO DIRECT PAY). SEE DETAIL THIS SHEET.
4. ** INTEGRAL CURB IS PAID FOR IN THE 4" CONC. SIDEWALK PAY ITEM. PAID AS 1' ADDITIONAL SIDEWALK WIDTH. (EX. 6' SW PAID AS 7') (0.11 SY/LF OF CURB)

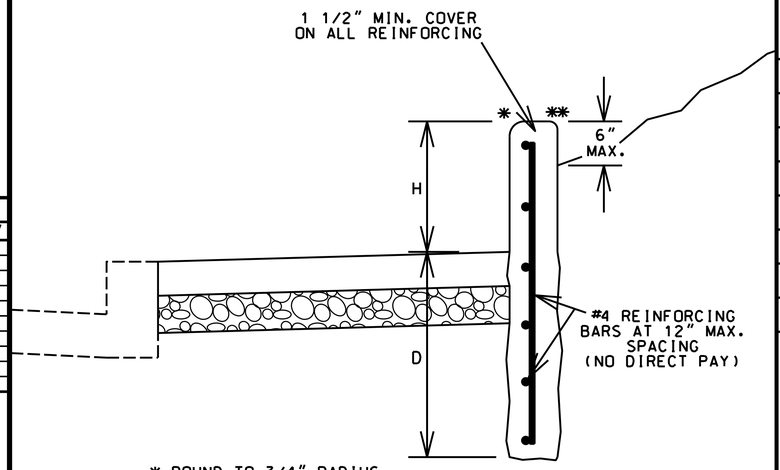
QUANTITIES FOR PASSING AREAS

EXISTING SW WIDTH		4'	4.5'
4" CONC. SIDEWALK (TAPER)	SY	1.3	0.7
TYPE 1 AGGREGATE	SY	1.3	0.7
4" CONC. SIDEWALK	SY	10.4	11.7
TYPE 1 AGGREGATE	SY	10.4	11.7
INTEGRAL CURB **	SY	2.0	2.0
TYPE 1 AGGREGATE	SY	1.0	1.0
S-CURB	LF	17.2	16.0
MODIFIED S-CURB	LF	17.2	16.0
SODDING	SY	53.0	53.0
LINEAR GRADING	LF	25.0	25.0



REVISED: 2022-05-18

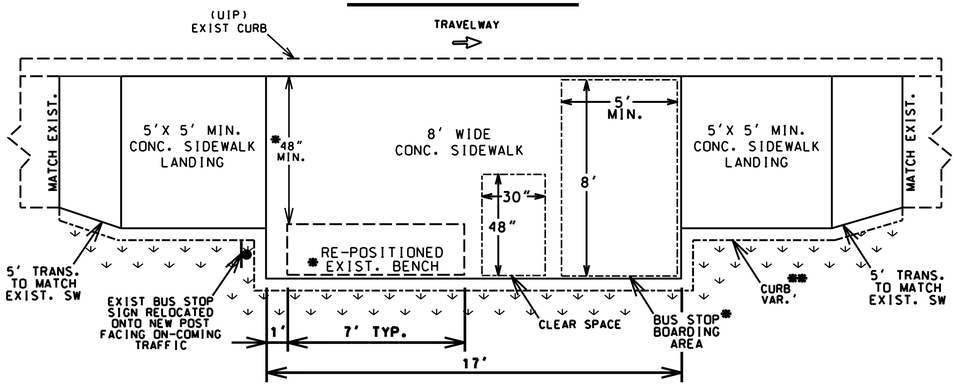
MODIFIED S-CURB
> 12" TALL (2'-6" MAX.)



* ROUND TO 3/4" RADIUS
** ROUND TO 1/4" RADIUS
H = 2'-6" MAX. (30")
D = BURY DEPTH (FORMING NOT REQUIRED)
THIS SHALL BE 18 INCHES OR "H" WHICHEVER IS GREATER.
VERTICAL REINFORCING LENGTHS VARY AS NEEDED.
DEPTH MAY BE REDUCED IF KEYED 6" IN ROCK

NOT TO SCALE

BUS STOP WITH BENCH



NOTES:

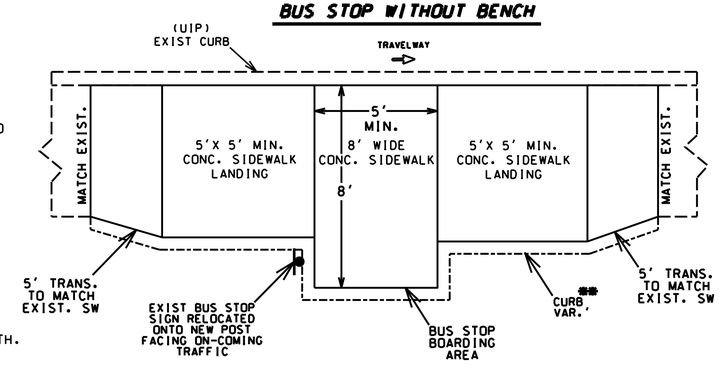
* 1. THE RE-POSITIONED BENCH SHALL NOT BE PLACED ON THE 5'X8' BUS STOP BOARDING AREA. PLACE THE BACK OF THE BENCH AT THE BACK EDGE OF THE CONC. PAD TO PROVIDE MAX. CLEARANCE.

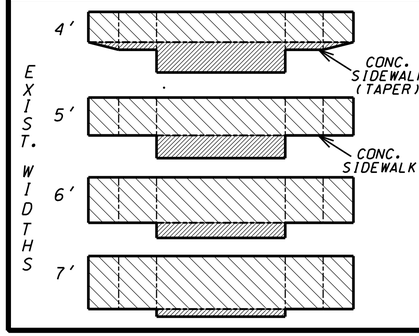
** 2. CURB USAGE DEPENDS ON FIELD CONDITIONS. IF CURB IS NEEDED DUE TO CUT, THE CURB HEIGHT WILL VARY DEPENDING ON FIELD CONDITIONS. (INTEGRAL CURB, S-CURB OR MOD. S-CURB).

3. S-CURB OVER 12" TALL IS PAID FOR AS 'MODIFIED S-CURB' AND REQUIRES REINFORCEMENT (NO DIRECT PAY). SEE DETAIL THIS SHEET.

*** 4. INTEGRAL CURB IS PAID FOR IN THE 4" CONC. SIDEWALK PAY ITEM. INTEGRAL CURB PAID AS 1' ADDITIONAL SIDEWALK WIDTH. (EX. 6'SW PAID AS 7') (0.11 SY/LF OF CURB)

BUS STOP WITHOUT BENCH

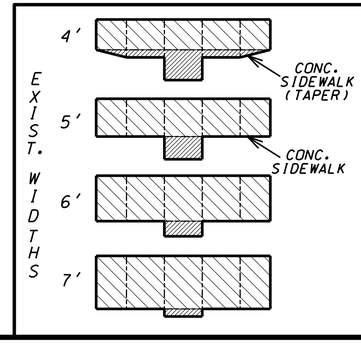




QUANTITIES FOR BUS STOPS WITH BENCH

EXISTING SW WIDTH		4'	5'	6'	7'
4" CONC. SIDEWALK (TAPER)	SY	9.3	5.8	3.9	1.9
TYPE 1 AGGREGATE	SY	9.3	5.8	3.9	1.9
4" CONC. SIDEWALK	SY	16.5	20.4	24.3	28.2
TYPE 1 AGGREGATE	SY	16.5	20.4	24.3	28.2
INTEGRAL CURB ***	SY	5.4	3.4	3.2	2.9
TYPE 1 AGGREGATE	SY	2.7	1.7	1.6	1.5
S-CURB	LF	43.5	27.0	25.0	23.0
MODIFIED S-CURB	LF	43.5	27.0	25.0	23.0
SODDING	SY	10.6	10.4	9.8	9.4
LINEAR GRADING	LF	37.0	37.0	37.0	37.0

NOT TO SCALE



QUANTITIES FOR BUS STOPS - NO BENCH

EXISTING SW WIDTH		4'	5'	6'	7'
4" CONC. SIDEWALK (TAPER)	SY	3.9	1.8	1.3	0.7
TYPE 1 AGGREGATE	SY	3.9	1.8	1.3	0.7
4" CONC. SIDEWALK	SY	10.4	12.9	15.5	18.0
TYPE 1 AGGREGATE	SY	10.4	12.9	15.5	18.0
INTEGRAL CURB ***	SY	3.8	2.0	1.8	1.6
TYPE 1 AGGREGATE	SY	1.9	1.0	0.9	0.8
S-CURB	LF	31.0	15.0	13.0	11.0
MODIFIED S-CURB	LF	31.0	15.0	13.0	11.0
SODDING	SY	7.6	7.4	6.8	6.4
LINEAR GRADING	LF	25.0	25.0	25.0	25.0

ADA LIBRARY TYPICAL

PASSING AREAS, BUS STOPS, AND MODIFIED S-CURB

TYPICAL SHEET 10 OF 10

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED: 02/23/2024
ROUTE: BL49 | STATE: MO
DISTRICT: SW | SHEET NO.: 2
COUNTY: JASPER
JOB NO.: J7S3430
CONTRACT ID.:
PROJECT NO.:
BRIDGE NO.:

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
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ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
816 S. KIMBALL AVE. KANSAS CITY, MISSOURI 64130 PHONE: (417) 334-3112
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009019117

REMOVAL OF IMPROVEMENTS (COST SHARE)

ROADWAY	STA.	STA.	LOC.	QTY.	DESCRIPTION
BL49	137+46.2	138+19.5	LT	1	24" X 73' PIPE
BL49	137+47	138+00	RT	1	35.3 SY SIDEWALK
BL49	137+49.3	137+69.3	LT	1	16.1 SY SIDEWALK
BL49-15TH	137+85.8	8+86.6	RT	1	257' CURB & GUTTER
BL49	138+02	138+16	LT	1	7.8 SY SIDEWALK
BL49	137+21.5		45.1' LT	1	4' MANHOLE
BL49	138+23	138+40	47.5' LT	1	18' X 24" CPP
BL49	138+40		48.5' LT	1	24" FES
BL49	139+53.3		49.5' LT	1	PULL BOX
BL49-15TH	139+75	11+00	LT	1	110' CURB & GUTTER
BL49	139+80		42.6' LT	1	SIGNALS, SIGNS, POLE, & BASE
BL49	139+93		32.2' RT	1	24.8 SY ISLAND
BL49	139+95.4		69.8' LT	1	POWER SUPPLY
BL49	139+97		38.2' RT	1	PULL BOX
BL49	139+98.7		53.6; LT	1	PULL BOX
BL49	139+99		43.8' RT	1	SIGNALS, SIGNS, POLE, & BASE
BL49	140+00		65.6' LT	1	SIGNAL CONTROLER & BASE
BL49	140+57.2		41.2' RT	1	SIGNALS, SIGNS, POLE, & BASE
BL49	140+59.8		36.4' RT	1	PULL BOX
BL49	140+60.3		32.2' RT	1	20.4 SY ISLAND
BL49	140+66.4		53.4' LT	1	CONCRETE PAD
BL49	140+74.1		52.3' LT	1	SIGNALS, SIGNS, POLE, & BASE
BL49	140+82.8		51.0' LT	1	PULL BOX
BL49	140+99.6		54.2' LT	1	PULL BOX
BL49	142+40.1		RT	1	44 SY ENTRANCE & CURB
BL49	142+50.3	142+76.6	37.4' RT	1	14.4 SY SIDEWALK
BL49	142+68.1		LT	1	134.6 SY ENTRANCE & CURB
BL49	142+90.6		RT	1	106.1 SY ENTRANCE & CURB
BL49	142+92.5	143+14.6	49.5' LT	1	12.2 SY SIDWALK
BL49	143+04.5	143+28.3	37.4' RT	1	13.3 SY SIDEWALK
15TH-BL49	8+47.9	142+20.4	RT	1	248' CURB & GUTTER
15TH-BL49	11+96.2	141+51.6	RT	1	242' CURB & GUTTER
15TH	10+80.55	11+00.73	LT	1	8 SY OF PARKING LOT
15TH	10+31.37	11+80.00	CL	1	1381 SY EXIST ASPHALT ROAD
BL49 & 15TH				1	1575 F.T. OF SAW CUTS
			LUMP SUM	1	

REMOVAL OF IMPROVEMENTS (CITY OF JOPLIN)

ROADWAY	STA.	STA.	LOC.	QTY.	DESCRIPTION
15TH	11+95.71	12+35.35	35.55' RT	1	89.2 SY ENTRANCE & CURB
15TH	12+53.93	13+09.17	46.8' LT	1	84.1 SY ENTRANCE & CURB
15TH	13+38.69	13+69.50	31.48' RT	1	50.7 SY ENTRANCE & CURB
15TH	13+88.26	14+15.05	40.8' LT	1	51.7 SY ENTRANCE & CURB
15TH	14+29.09	14+45.20	38.2' LT	1	49.1 SY ENTRANCE & CURB
15TH	14+76.71	14+92.48	32.8' LT	1	45.8 SY ENTRANCE & CURB
15TH	15+92.83	16+52.22	25.4' RT	1	79.5 SY ENTRANCE & CURB
15TH	15+94.35	16+37.91	27.8' LT	1	91.1 SY ENTRANCE & CURB
15TH	11+80.00	16+82.80	CL	1	2092 SY EXIST ASPHALT ROAD
			LUMP SUM	1	

EARTHWORK (COST SHARE)

STA.	STA.	LOCATION	UNCLASSIFIED EXCAVATION (C.Y.)	COMPACTING EMBANKMENT (C.Y.)	REMARKS
137+50.00	138+00.00	BL49	13.4	0.0	
138+00.00	138+50.00	BL49	22.1	13.9	
138+50.00	139+00.00	BL49	17.9	25.8	
139+00.00	139+50.00	BL49	23.8	18.0	
139+50.00	140+00.00	BL49	73.3	6.0	
140+00.00	140+50.00	BL49	98.6	0.0	
140+50.00	141+00.00	BL49	83.5	0.0	
141+00.00	141+50.00	BL49	68.2	0.9	
141+50.00	142+00.00	BL49	31.2	1.4	
142+00.00	142+50.00	BL49	32.1	0.5	
142+50.00	143+00.00	BL49	39.8	0.0	
143+00.00	143+30.00	BL49	8.5	0.0	
10+00.00	10+50.00	15TH ST.	191.5	0.0	
10+50.00	11+00.00	15TH ST.	323.6	0.6	
11+00.00	11+50.00	15TH ST.	218.8	1.0	
		TOTAL	1246.3	68.1	
		USE	1246	68	

EARTHWORK (CITY OF JOPLIN)

STA.	STA.	LOCATION	UNCLASSIFIED EXCAVATION (C.Y.)	COMPACTING EMBANKMENT (C.Y.)	REMARKS
10+00.00	10+50.00	15TH ST.	192.0	0.0	
10+50.00	11+00.00	15TH ST.	324.0	1.0	
11+00.00	11+50.00	15TH ST.	219.0	1.0	
11+50.00	12+00.00	15TH ST.	166.9	0.5	
12+00.00	12+50.00	15TH ST.	142.4	4.9	
12+50.00	13+00.00	15TH ST.	150.2	11.4	
13+00.00	13+50.00	15TH ST.	141.4	6.7	
13+50.00	14+00.00	15TH ST.	127.7	1.9	
14+00.00	14+50.00	15TH ST.	124.9	2.1	
14+50.00	15+00.00	15TH ST.	100.3	6.7	
15+00.00	15+50.00	15TH ST.	95.4	12.4	
15+50.00	16+00.00	15TH ST.	107.0	6.1	
16+00.00	16+50.00	15TH ST.	102.2	4.6	
16+50.00	17+00.00	15TH ST.	41.0	4.6	
		TOTAL	2034.3	63.9	
		USE	2034	64	

PAVEMENT EDGE TREATMENT (COST SHARE)

STA.	STA.	LOC.ATION	LENGTH (LF)	REMARKS
137+53.72	141+51.62	BL49 LT	397.9	
		TOTAL	397.9	
		USE	398	

CONTRACTOR FURNISHED SURVEYING AND STAKING

1 LUMP SUM

MOBILIZATION

1 LUMP SUM

TURF TYPE TALL FESCUE SODDING

800 SY

COMPACTING IN CUT (COST SHARE)

STA.	STA.	RTE.	(STA)	REMARKS
10+31.30	11+80.00	15th	1.5	
		TOTAL	1.5	
		USE	1.5	

COMPACTING IN CUT (CITY OF JOPLIN)

STA.	STA.	RTE.	(STA)	REMARKS
11+80.00	16+84.09	15th	5.0	
		TOTAL	5.0	
		USE	5.0	

SUMMARY OF QUANTITIES
SHEET 1 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED 2/23/2024
ROUTE BL 49 | STATE MO
DISTRICT SW | SHEET NO. 3
COUNTY JASPER
JOB NO. J7S3430
CONTRACT ID.
PROJECT NO.
BRIDGE NO.

DATE | DESCRIPTION

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MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
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ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
518 THOMAS ST. JOPLIN, MISSOURI 64801 (417) 624-6910
ANDERSON COA# 000082 - ANDREW EGHART, PE# 2009018717

PAVEMENT MARKING REMOVAL (COST SHARE)

ROADWAY	STA.	STA.	LOC.	QTY. (LF)	SYMBOLS (EA)	DESCRIPTION
BL49	137+53	139+75	LT	222		222' EOP STRIPING
BL49	138+78	140+04	30' RT	129		129' RT TURN LANE LINE
BL49	138+85	139+39	RT	54		54' EOP STRIPING
BL49	138+78	139+95	18' RT	117		117' THROUGH LANE LINE
BL49	138+78	139+95	6' RT	117		117' LT TURN LANE LINE
BL49	138+78	139+78	8' LT	117		117' DOUBLE YELLOW CENTER LINE
BL49	139+78		CL	14		14' LEFT TURN STOP BAR
BL49	139+95		6' RT	24		24' STOP BAR
BL49	139+70	140+04	RT	69		STRIPING AROUND ISLAND
BL49	140+50	140+78	RT	60		STRIPING AROUND ISLAND
BL49	140+86		LT	34		34' STOP BAR
BL49	140+86	141+83	8' LT	97		97' LT TURN LANE LINE
BL49	140+86	141+83	20' LT	97		97' THROUGH LANE LINE
BL49	140+86	141+83	31' LT	97		97' RT TURN LANE LINE
BL49	140+86	143+08	42' LT	215		215' EOP STRIPING
BL49	140+93		CL	14		14' STOP BAR
BL49	140+93	141+83	6' RT	90		90' DOUBLE YELLOW CENTER LINE
BL49	141+16	143+23	30' RT	207		207' EOP STRIPING
BL49	141+65		CL		1	LT TURN ARROW
BL49	141+65		36' LT		1	RT TURN ARROW
15TH	8+54	9+70	RT	116		116' RT TURN LANE LINE
15TH	8+54	9+60	6' RT	106		106' LT TURN LANE LINE
15TH	8+54	9+60	5' LT	106		106' DOUBLE YELLOW CENTER LINE
15TH	9+60		CL	26		26' STOP BAR
			TOTAL	2128	2	

SAW CUTS (CITY OF JOPLIN)

STA.	STA.	RTE.	DESCRIPTION	SAW CUT (LF)	REMARKS
11+95.71	12+35.35	15th	35.55' RT	39.6	ENTRANCE & CURB
12+53.93	13+09.17	15th	46.8' LT	61.6	ENTRANCE & CURB
13+38.69	13+69.50	15th	31.48' RT	30.8	ENTRANCE & CURB
13+88.26	14+15.05	15th	40.8' LT	26.8	ENTRANCE & CURB
14+29.09	14+45.20	15th	38.2' LT	14.4	ENTRANCE & CURB
14+76.71	14+92.48	15th	32.8' LT	15.2	ENTRANCE & CURB
15+92.83	16+52.22	15th	25.4' RT	60.1	ENTRANCE & CURB
15+94.35	16+37.91	15th	27.8' LT	53.6	ENTRANCE & CURB
16+82.82		15th	CENTER LINE	68.8	ENTRANCE & CURB
			TOTAL	370.9	NO DIRECT PAY SEE REMOVALS TABLE

STORM JUNCTION BOX (COST SHARE)

STA.	ROUTE	OFFSET	SIZE	QTY 4 X 7 (EA.)	TYPE 3 FRAME & COVER (EA.)	DEPTH (FT.)	PIPE OPENING (#-Size)	CLASS 3 EXC. (CY)
138+21.41	BL49	47.07' LT	4 X 7	1	1	4.5	3 - 24" RCP	14.7
							1 - 18" RCP	
			TOTAL	1	1		TOTAL	14.7
			USE	1	1		USE	15

ENTRANCES (COST SHARE)

STA.	RTE.	LOCATION	WIDTH (FT.)	RADIUS (FT.)	GRADE (%)	8" PAVED APPROACH (SY)	4" TYPE 5 AGGREGATE (SY)	CLASS 1 LINEAR GRADING (STA)	REMARKS
137+85.64	BL49	LT	27.75	19.5	2.6	86.3	86.3	0.2	
142+40.10	BL49	RT	18	11.5	-3.2	44.0	44.0	0.2	
142+68.13	BL49	LT	40	20	13.0	134.6	134.6	0.2	
					TOTAL	264.9	264.9	0.6	
					USE	264.9	265	0.6	

ENTRANCES (CITY OF JOPLIN)

STA.	RTE.	LOCATION	WIDTH (FT.)	RADIUS (FT.)	GRADE (%)	8" PAVED APPROACH (SY)	4" TYPE 5 AGGREGATE (SY)	CLASS 1 LINEAR GRADING (STA)	REMARKS
12+15.78	15TH	RT	38.0	14.5	-0.78	89.2	89.2	0.2	
12+65.94	15TH	LT	32.0		15.7	106.2	106.2	0.2	14.5 & 9.5 RADIUS
13+54.00	15TH	RT	30.0	9.5	-13.55	50.6	50.6	0.1	
13+94.25	15TH	LT	9.0		11.66	51.7	51.7	0.2	14.5 & 11.5 RADIUS
14+31.85	15TH	LT	9.3	11.5	5.69	48.8	48.8	0.2	
14+76.60	15TH	LT	9.8	11.5	-0.58	45.8	45.8	0.2	
16+16.17	15TH	LT	40.0	14.5	2.01	89.0	89.0	0.2	
16+16.17	15TH	RT	41.0		12.68	79.5	79.5	0.1	14.25 & 14.5 RADIUS
					TOTAL	560.8	560.8	1.4	
					USE	560.8	561	1.4	

SAW CUTS (COST SHARE)

STA.	STA.	RTE.	DESCRIPTION	SAW CUT (LF)	REMARKS
137+49.32		BL49	LT	5.0	SIDEWALK
137+53.72	141+51.62	BL49	31.4' LT	409.0	
137+53.72		BL49	LT CURB	3.0	
137+85.67		BL49	RT CURB	3.0	
137+85.67	8+86.83	BL49	RT CURB	260.8	FROM BL49 TO 15TH
137+73.06	137+98.23	BL49	51.38' LT	25.2	ENTRANCE & CURB
141+51.62		BL49	LT CURB	3.0	
142+31.90	142+49.90	BL49	45' RT	18.0	ENTRANCE & CURB
142+48.13	142+88.13	BL49	65' LT	40.0	ENTRANCE & CURB
142+75.89	143+01.89	BL49	57' RT	26.0	ENTRANCE & CURB
142+28.12		BL49	LT CURB	3.0	
143+07.92		BL49	LT CURB	3.0	
143+22.97		BL49	RT CURB	3.0	
143+14.56		BL49	LT	5.0	SIDEWALK
143+28.34		BL49	RT	5.0	SIDEWALK
8+47.87		15th	RT CURB	3.0	
8+47.87	143+22.97	15th	RT CURB	354.7	FROM 15 TH TO BL49
8+86.83		15th	LT CURB	3.0	
9+06.16		15th	LT	4.4	SIDEWALK
9+09.13		15th	RT	5.0	SIDEWALK
10+80.55	11+00.73	15th	60.56'-53.55' LT	21.4	ACROSS PARKING LOT
			TOTAL	1203.5	NO DIRECT PAY SEE REMOVALS TABLE

SUMMARY OF QUANTITIES
SHEET 2 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL 49	MO
DISTRICT	SHEET NO.
SW	3

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING

CONCRETE SIDEWALKS (COST SHARE)

STA.	STA.	RTE.	WIDTH (FT.)	LOCATION	4" CONCRETE SIDEWALK (SY)	4" TYPE 5 AGGREGATE (SY)	CURB RAMP AREA (SY)	CURB RAMP TYPE	TRUNCATED DOMES (SF)	REMARKS
137+47.14	137+62.47	BL49	6	RT		7.8	7.8	1-C		CURB RAMP
137+62.47	137+93.87	BL49	5	RT	17.4	17.4				
137+49.32	137+55.40	BL49	5	LT	3.4	3.4				
137+55.40	137+69.72	BL49	6	LT		7.5	7.5	1-C		CURB RAMP
137+93.87	138+31.80	BL49	VARIES	RT	21.8	21.8				
138+01.57	138+15.88	BL49	6	LT		7.5	7.5	1-C		CURB RAMP
138+31.80	139+04.51	BL49	6	RT	48.4	48.4				
139+04.51	139+06.76	BL49	VARIES	RT	1.6	1.6				
139+06.76	139+26.55	BL49	5	RT	11.5	11.5				
139+26.55	139+28.75	BL49	VARIES	RT	1.6	1.6				
138+01.95	138+15.88	BL49	6	LT		7.4	7.4	1-C		CURB RAMP
138+15.88	139+30.16	BL49	5	LT	63.5	63.5				
139+30.16	139+36.15	BL49	VARIES	LT	1.6	1.6				
139+36.15	139+61.21	BL49	6	LT	21.1	21.1				139+61.21 = 10+55.22 15TH ST
10+55.22	10+73.65	15TH	6.5	LT		15.8	15.8	1-D		CURB RAMP
10+73.65	11+16.33	15TH	6.5	LT	33.1	33.1				
11+16.33	11+37.05	15TH	6	LT	14.2	14.2				
11+37.05	11+63.27	15TH	5	LT	14.6	14.6				
11+63.27	11+66.77	15TH	VARIES	LT	1.4	1.4				
139+28.75	139+63.72	BL49	6	RT	25.3	25.3				139+63.72 = 9+40.73 15TH ST
140+76.49	140+94.83	BL49	6.5	LT		15.7	15.7	1-D	10.0	CURB RAMP
140+94.83	141+51.62	BL49	6	LT	39.6	39.6				AROUND CORNER
141+51.62	142+29.94	BL49	5	LT	43.5	43.5				
140+93.06	141+52.57	BL49	6	RT	43.6	43.6				140+93.06 = 9+46.06 15TH ST
141+52.57	142+19.73	BL49	5	RT	37.3	37.3				
142+19.73	142+31.71	BL49	6	RT		6.8	6.8	1-C		CURB RAMP
142+29.94	142+44.37	BL49	6	LT		7.6	7.6	1-C		CURB RAMP
142+50.28	142+74.93	BL49	6	RT	14.0	14.0				
142+91.88	143+06.32	BL49	6	LT		7.6	7.6	1-C		CURB RAMP
143+06.94	143+21.26	BL49	6	RT		7.5	7.5	1-C		CURB RAMP
143+06.32	143+14.56	BL49	5	LT	4.6	4.6				MATCH EXIST.
143+21.26	143+28.34	BL49	5	RT	3.9	3.9				MATCH EXIST.
9+06.16	9+11.64	15TH	4.37	LT	2.7	2.7				
9+09.13	9+12.73	15TH	5	RT	2.2	2.2				
9+11.64	9+22.05	15TH	VARIES	LT	7.6	7.6				
9+22.05	9+26.88	15TH	6	LT	4.5	4.5				
9+12.73	9+31.18	15TH	6	RT	14.7	14.7				
9+26.88	9+40.73	15TH	6.5	LT		15.9	15.9	1-D	10.0	CURB RAMP
9+31.18	9+46.06	15TH	6.5	RT		15.8	15.8	1-D	10.0	CURB RAMP
10+73.50	11+05.16	15TH	6	RT	26.3	26.3				140+76.49 = 10+73.50 15TH
11+05.16	11+63.27	15TH	5	RT	32.5	32.5				
11+63.27	11+66.77	15TH	VARIES	RT	1.4	1.4				
									30.0	NW ISLAND
									30.0	SW ISLAND
									30.0	SE ISLAND
									30.0	NE ISLAND
				TOTAL	558.9	681.4	122.9		150.00	
				USE	558.9	681	122.9		150.0	

SUMMARY OF QUANTITIES
SHEET 3 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED 2/23/2024
ROUTE BL 49 | STATE MO
DISTRICT SW | SHEET NO. 3
COUNTY JASPER
JOB NO. J7S3430
CONTRACT ID.
PROJECT NO.
BRIDGE NO.

DESCRIPTION | DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

CONCRETE SIDEWALKS (CITY OF JOPLIN)

STA.	STA.	RTE.	WIDTH (FT.)	LOCATION	4" CONCRETE SIDEWALK (SY)	4" TYPE 5 AGGREGATE (SY)	CURB RAMP AREA (SY)	CURB RAMP TYPE	TRUNCATED DOMES (SF)	REMARKS
11+66.77	12+38.54	15TH		LT	39.7	39.7				
11+81.57	11+94.55	15TH	6	RT		7.1	7.1	1-C		CURB RAMP
12+36.56	12+47.53	15TH	6	RT		5.8	5.8	1-C		CURB RAMP
12+38.54	12+51.30	15TH	6	LT		7.0	7.0	1-C		CURB RAMP
12+47.53	13+23.19	15TH	5	RT	42.0	42.0				
12+89.38	12+98.50	15TH	6	LT		5.2	5.2	1-C		CURB RAMP
12+98.50	13+67.56	15TH	5.5	LT	42.6	42.6				
13+67.56	13+71.04	15TH	VARIES	LT	1.6	1.6				
13+71.04	13+76.00	15TH	5.5	LT	3.0	3.0				
13+23.19	13+38.73	15TH	6.5	RT		10.1	10.1	1-A		CURB RAMP
13+69.46	13+85.00	15TH	6.5	RT		10.1	10.1	1-A		CURB RAMP
13+85.00	13+86.27	15TH	6.5	RT	0.9	0.9				
13+86.27	13+89.72	15TH	VARIES	RT	1.2	1.2				
13+76.00	13+86.65	15TH	6	LT		5.6	5.6	1-C		CURB RAMP
13+89.72	15+11.06	15TH	6.5	RT	87.6	87.6				
15+11.06	15+14.55	15TH	VARIES	RT	1.2	1.2				
15+14.55	15+66.27	15TH	6.5	RT	37.4	37.4				
15+66.27	15+71.30	15TH	VARIES	RT	3.7	3.7				
14+03.22	14+27.50	15TH	6	LT	13.2	13.2				
14+43.79	14+74.61	15TH	6	LT	21.8	21.8				INCL. SW THAT TEES IN
14+91.13	15+00.97	15TH	6	LT		5.4	5.4	1-C		CURB RAMP
15+00.97	15+08.43	15TH	5	LT	4.2	4.2				
15+08.43	15+11.85	15TH	VARIES	LT	1.3	1.3				
15+11.85	15+85.57	15TH	5	LT	41.0	41.0				
15+71.30	15+81.65	15TH	5.5	RT	6.3	6.3				
15+82.24	15+93.01	15TH	6	RT		5.6	5.6	1-C		CURB RAMP
15+85.57	15+95.77	15TH	6	LT		5.7	5.7	1-C		CURB RAMP
16+36.62	16+47.39	15TH	6	LT		6.0	6.0	1-C		CURB RAMP
16+39.78	16+76.68	15TH	6	RT	20.8	20.8				
16+47.38	16+66.90	15TH	5	LT	11.3	11.3				
16+66.90	16+78.48	15TH	6	LT		6.0	6.0	1-C		CURB RAMP
				TOTAL	380.8	460.4	79.6		0.00	
				USE	380.8	460	79.6		0.0	

8" THICK CONCRETE MEDIAN STRIP (COST SHARE)

STA.	STA.	RTE.	LOCATION	AREA (SY)	REMARKS
139+84.47		BL49	RT	6.9	
139+99.61		BL49	RT	4.5	
139+99.66		BL49	RT	1.4	
139+87.13		BL49	LT	9.2	
140+02.44		BL49	LT	4.5	
140+02.57		BL49	LT	17.9	
140+53.60		BL49	RT	8.1	
140+53.66		BL49	RT	2.8	
140+67.28		BL49	RT	3.4	
140+54.44		BL49	LT	4.6	
140+54.50		BL49	LT	7.9	
140+83.53		BL49	LT	11.5	
			TOTAL	82.7	
			USE	82.7	

CONCRETE CURB AND GUTTER (CITY OF JOPLIN)

STA.	STA.	RTE.	LOCATION	CURB AND GUTTER MODOT TYPE B (LF)	CURB AND GUTTER JOPLIN TYPE C (LF)	TYPE S CURB (LF)	6" TYPE 5 AGGREGATE (SY)	REMARKS
11+81.28	141+51.62	15TH	RT TO LT	202			101.0	15TH TO BL49
12+49.82	13+29.19	15TH	RT		79.4		22.0	
12+98.19	13+71.85	15TH	LT		74.2		20.6	
13+79.00	15+77.18	15TH	RT		204.2		56.7	
14+98.21	15+94.35	15TH	LT			112.0		
16+37.91	16+71.72	15TH	LT			47.0		
16+48.56	16+64.06	15TH	LT		15.5		4.3	
16+54.57	16+61.27	15TH	RT		6.7		1.9	
			TOTAL	202.0	380.0	159.0	206.5	
			USE	202	380	159	207	

CONCRETE CURB AND GUTTER (COST SHARE)

STA.	STA.	RTE.	LOCATION	CURB AND GUTTER MODOT TYPE B (LF)	CURB AND GUTTER JOPLIN TYPE C (LF)	TYPE S CURB (LF)	6" TYPE 5 AGGREGATE (SY)	REMARKS
137+85.67	8+86.83	BL49	RT	256.5			128.3	BL49 TO 15TH
138+17.57	12+38.46	BL49	LT	346			173.0	BL49 TO 15TH
142+61.40	142+61.97	BL49	RT	0.6			0.30	
8+47.87	142+20.40	15TH	RT	247.6			123.8	15TH TO BL49
10+80.55	11+00.73	15TH	LT			21.4		ACROSS PARKING LOT
			TOTAL	850.7	0.0	21.4	425.4	
			USE	851	0	21	425	

SUMMARY OF QUANTITIES
SHEET 4 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED 2/23/2024
ROUTE BL 49 | STATE MO
DISTRICT SW | SHEET NO. 3
COUNTY JASPER
JOB NO. J7S3430
CONTRACT ID.
PROJECT NO.
BRIDGE NO.

DESCRIPTION | DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING

RIGID CONDUIT , CABLE-CONDUIT, & POWER CABLE (COST SHARE)

FROM	TO	CENTER TO CENTER DISTANCE	TRENCHED 2" (FT.)	TRENCHED 3" (FT.)	PUSHED 4" (FT.)	POWER 1c #8 (FT)	1" CABLE-CONDUIT 2 CONDUCTORS (W/1 BARE NEUTRAL) #8 AWG (FT)	CABLE-CONDUIT TRENCHING TYPE 1 (FT)	POLE & BRACKET 1c #10 (FT.)	REMARKS
PWR	CONT	8	14			96				POWER TO CONTROLLER
CONT	PB 7	8		22						2-3" TRENCHED CONDUIT
PB 7	PB 8	99			97					CIRCUIT 1
PB 9	PB 10	85			83					CIRCUIT 2
CONT	PB 7	8					23			CIRCUIT 1
PB 7	LT 1	3					15		84	CIRCUIT 1
PB 7	LT 2	189					216	90	84	CIRCUIT 1
CONT	PB 7	8					22			CIRCUIT 2
PB 7	LT 3	191					224	106	84	CIRCUIT 2
										SEE SHT 36 FOR POWER SUPPLY
		TOTAL	**14**	**22**	**180**	**96**	**500**	**196**	**252**	
		USE	**14**	**22**	**180**	**100**	**500**	**196**	**260**	

PRECAST DROP INLET (CITY OF JOPLIN)

STA.	ROUTE	OFFSET	INLET ID	SIZE	TYPE T DROP INLET QTY 2.5 X 3 (EA.)	TYPE 3 FRAME & COVER (EA.)	DROP INLET PAY DEPTH 2.5 X 3 (FT.)	PIPE OPENING (#-Size)	CLASS 3 EXC. (CY)
13+68.82	15TH	23.51' LT	T#4	2.5 X 3	1	1	5.0	2 - 18" & 1-24" RCP	8.4
13+88.03	15TH	23.5' RT	T#4A	2.5 X 3	1	1	4.5	1 - 18" RCP	7.6
15+10.03	15TH	17.05' LT	T#5	2.5 X 3	1	1	5.5	2 - 18" RCP	9.3
15+12.44	15TH	21.06' RT	T#5A	2.5 X 3	1	1	4.0	1 - 18" RCP	6.7
					TOTAL	**4**	**19**	**TOTAL**	**32.0**
					USE	**4**	**19**	**USE**	**32**

PRECAST DROP INLET (COST SHARE)

STA.	ROUTE	OFFSET	INLET ID	SIZE	TYPE T DROP INLET QTY 5 X 3 (EA.)	TYPE T DROP INLET QTY 2.5 X 3 (EA.)	TYPE 3 FRAME & COVER (EA.)	DROP INLET PAY DEPTH 5 X 3 (FT.)	DROP INLET PAY DEPTH 2.5 X 3 (FT.)	PIPE OPENING (#-Size)	CLASS 3 EXC. (CY)
139+33.20	BL49	37.29' LT	T#1	5 X 3	1		1	3		2 - 24" RCP	7.0
10+92.48	15TH	46.47' LT	T#2	2.5 X 3		1	1		3.5	2 - 24" RCP	5.9
11+65.02	15TH	40.0' LT	T#3	2.5 X 3		1	1		4.5	1 - 18" & 2-24" RCP	7.6
11+65.02	15TH	24.0' RT	T#3A	2.5 X 3		1	1		4.0	1 - 18" RCP	6.7
						TOTAL	**4**	**3**	**12**	**TOTAL**	**27.2**
						USE	**4**	**3**	**12**	**USE**	**27**

11" ASPHALTIC CONCRETE PAVEMENT (COST SHARE)

STA.	STA.	RTE.	ROAD WIDTH (LF)	11" ASPH. CONC. PAVEMENT (SY)	6" TYPE 5 AGGREGATE BASE (SY)	REMARKS
10+31.30	11+80.00	15th	VARIES	1349.7	1349.7	
			TOTAL	**1349.7**	**1349.7**	
			USE	**1349.7**	**1350**	

PAVEMENT (CITY OF JOPLIN)

STA.	STA.	RTE.	ROAD WIDTH (LF)	2" ASPHALTIC CONCRETE SURFACE (SY)	4" ASPHALTIC CONCRETE BASE (SY)	8" CRUSHED STONE BASE (SY)	REMARKS
11+80.00	12+38.93	15th	55	360.1	360.1	360.1	
12+38.93	14+79.26	15th	VARIES	1181.6	1181.6	1181.6	TAPERS 55' TO 33.5'
14+79.26	15+79.24	15th	VARIES	319.4	319.4	319.4	TAPERS 33.5' TO 24'
15+79.24	16+84.09	15th	24	279.6	279.6	279.6	
			TOTAL	**2140.7**	**2140.7**	**2140.7**	
			USE	**2140.7**	**2140.7**	**2140.7**	

SUMMARY OF QUANTITIES
SHEET 5 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED 2/23/2024
ROUTE BL 49 | STATE MO
DISTRICT SW | SHEET NO. 3
COUNTY JASPER
JOB NO. J7S3430
CONTRACT ID.
PROJECT NO.
BRIDGE NO.

DESCRIPTION | DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING

PAVEMENT MARKING (COST SHARE)

RTE.	STA.	STA.	LOCATION	TYPE P BEADS 4" SOLID WHITE (FT.)	TYPE P BEADS 4" INTERMIT WHITE (FT.)	TYPE L BEADS 6" SOLID WHITE (FT.)	TYPE L BEADS 6" INTERMIT WHITE (FT.)	TYPE P BEADS 4" SOLID YELLOW (FT.)	TYPE P BEADS 4" INTERMIT YELLOW (FT.)	TYPE L BEADS 12" SOLID WHITE (FT.)	PREFORMED WHITE TURN ARROW (EA.)	PREFORMED 24" WHITE STOP BAR (FT.)	30" WHITE MIDBLOCK (EA.)	REMARKS
BL49	137+53	11+35	LT			310								EOP FROM BL49 TO E 15TH
BL49	137+85	8+94	RT			252								EOP FROM BL49 TO W 15TH
BL49	138+78	139+78	LT					200						DOUBLE CENTERLINE
BL49	138+78	139+88	RT			110								LANE LINE
BL49	138+78	139+88	RT			110								LANE LINE
BL49	138+78	140+04	RT			126								RT TURN LANE
BL49	138+78	139+78	LT				25							CENTERLINE
BL49	139+03		CL								1			LEFT TURN LANE
BL49	139+03		RT								1			RIGHT TURN LANE
BL49	139+74	140+06	LT			102								AROUND ISLAND
BL49	139+78		CL									14		STOP BAR
BL49	139+88		RT									24		STOP BAR
BL49	140+50	141+83	LT			133								RT TURN LANE
BL49	140+50	140+78	RT			76								AROUND ISLAND
BL49	140+69		LT									23		STOP BAR
BL49	140+69	141+83	LT			114								LANE LINE
BL49	140+69	141+83	LT			114								LANE LINE
BL49	140+83		CL									14		STOP BAR
BL49	140+83	141+83	RT					200						DOUBLE CENTERLINE
BL49	140+83	141+83	RT				25							CENTERLINE
BL49	11+04	143+08	LT			285								EOP FROM E 15TH TO BL49
BL49	8+98	143+23	RT			303								EOP FROM W 15TH TO BL49
BL49	141+58		CL								1			LEFT TURN LANE
BL49	141+58		LT								1			RIGHT TURN LANE
15TH	8+54	9+54	LT		25									CENTERLINE
15TH	8+54	9+54	LT					200						DOUBLE CENTERLINE
15TH	8+54	9+54	RT	100										LT TURN LANE
15TH	8+54	9+34	RT	80										LANE LINE
15TH	8+79		CL								1			LEFT TURN LANE
15TH	8+79		RT								1			RIGHT TURN LANE
15TH	9+34	9+70	RT			36								AROUND ISLAND
15TH	9+43	9+70	LT			70								AROUND ISLAND
15TH	9+54		RT									24		STOP BAR
15TH	10+31	10+62	RT			97								AROUND ISLAND
15TH	10+31	10+91	LT			60								AROUND ISLAND
15TH	10+91	12+30	LT	139										RT TURN LANE
15TH	10+49		LT									22		STOP BAR
15TH	10+49	12+30	LT	181										LANE LINE
15TH	10+49	12+30	LT	181										LT TURN LANE
15TH	10+65		RT									11		STOP BAR
15TH	10+65	12+30	RT					330						DOUBLE CENTERLINE
15TH	11+40		RT								1			LEFT TURN LANE
15TH	11+40		LT								1			RIGHT TURN LANE
			SUBTOTAL	681	25	2298	50	930	0	0	8	132	0	

CONTINUED ON QUANTITY SHEET 7 OF 9

SUMMARY OF QUANTITIES
SHEET 6 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED 2/23/2024
ROUTE BL 49 | STATE MO
DISTRICT SW | SHEET NO. 3
COUNTY JASPER
JOB NO. J7S3430
CONTRACT ID.
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DESCRIPTION | DATE

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MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING

PAVEMENT MARKING (COST SHARE) (CONTINUED)

RTE.	STA.	STA.	LOCATION	TYPE P BEADS 4" SOLID WHITE (FT.)	TYPE P BEADS 4" INTERMIT WHITE (FT.)	TYPE L BEADS 6" SOLID WHITE (FT.)	TYPE L BEADS 6" INTERMIT WHITE (FT.)	TYPE P BEADS 4" SOLID YELLOW (FT.)	TYPE P BEADS 4" INTERMIT YELLOW (FT.)	TYPE L BEADS 12" SOLID WHITE (FT.)	PREFORMED WHITE TURN ARROW (EA.)	PREFORMED 24" WHITE STOP BAR (FT.)	30" WHITE MIDBLOCK (EA.)	REMARKS
BL49	139+83	140+02	RT							67				ON ISLANDS
BL49	139+85	140+04	LT							133				ON ISLANDS
BL49	140+52	140+70	RT							74				ON ISLANDS
BL49	140+52	140+88	LT							129				ON ISLANDS
BL49	135+78		RT											RT TURN YIELD LINE
BL49	135+85		RT										4	RT TURN CROSSWALK
BL49	139+95.5		CL										11	CROSSWALK
BL49	140+61		CL										11	CROSSWALK
BL49	140+78		LT										4	RT TURN CROSSWALK
BL49	140+84		LT											RT TURN YIELD LINE
15TH	9+45		RT											RT TURN YIELD LINE
15TH	9+51		RT										4	RT TURN CROSSWALK
15TH	9+64.5		CL										9	CROSSWALK
15TH	10+42		CL										9	CROSSWALK
15TH	10+56.7		LT										4	RT TURN CROSSWALK
15TH	10+63		LT											RT TURN YIELD LINE
			SUBTOTAL	0	0	0	0	0	0	403	0	0	56	
			SUBTOTAL PREVIOUS SHEET	681	25	2298	50	930	0	0	8	132	0	
			TOTAL	681	25	2298	50	930	0	403	8	132	56	
			USE	706		2348		930		403	8	132	56	

PAVEMENT MARKING (CITY OF JOPLIN)

RTE.	STA.	STA.	LOCATION	TYPE P BEADS 4" SOLID WHITE (FT.)	TYPE P BEADS 4" INTERMIT WHITE (FT.)	TYPE P BEADS 4" SOLID YELLOW (FT.)	TYPE P BEADS 4" INTERMIT YELLOW (FT.)	TYPE P BEADS 24" SOLID YELLOW (FT.)	PREFORMED WHITE TURN ARROW (EA.)	REMARKS
15TH	11+80	12+30	LT	50						RT TURN LANE
15TH	11+80	12+30	LT	50						LANE LINE
15TH	11+80	12+30	LT	50						LT TURN LANE
15TH	11+80	12+30	RT			100				DOUBLE CENTERLINE
15TH	12+30		LT						1	RIGHT TURN LANE
15TH	12+30	14+79	RT			249				CENTER TURN LANE
15TH	12+30	14+79	RT				62			CENTER TURN LANE
15TH	12+80	14+79	LT			199				CENTER TURN LANE
15TH	12+80	14+79	LT				50			CENTER TURN LANE
15TH	13+26.8		RT						1	CENTER TURN LANE
15TH	13+34.8		RT						1	CENTER TURN LANE
15TH	14+79	15+79	LT			200				DOUBLE TAPER LINE
15TH	14+79	15+79	RT			200				DOUBLE TAPER LINE
15TH	14+79	15+45	CL					26		ANGLED STRIPING
15TH	15+79	16+79	CL			200				DOUBLE CENTERLINE
			TOTAL	150	0	1148	112	26	3	
			USE	150		1260		26	3	

SUMMARY OF QUANTITIES
SHEET 7 OF 9

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DATE PREPARED
2/23/2024

ROUTE	STATE
BL 49	MO
DISTRICT	SHEET NO.
SW	3

COUNTY
JASPER

JOB NO.
J7S3430

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DESCRIPTION	DATE

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105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING

EROSION CONTROL (COST SHARE)

STA.	STA.	RTE.	LOCATION	SILT FENCE (LF)	ROCK DITCH CHECK (LF)	CURB INLET CHECK (EA)	SEDIMENT REMOVAL (CY)	REMARKS
137+48.00	9+05.00	BL49 TO 15TH ST.	BL 49 RT, 15TH ST LT	266			2.7	
9+04.00	142+31.00	15TH ST. TO BL49	15TH ST RT, BL49 RT	186.5			1.9	
142+50.00	142+75.00	BL49	RT	25			0.3	
143+06.00	143+31.00	BL49	RT	25			0.3	
137+49.00		BL49	LT			1	1.0	
137+80.00		BL49	RT			1	1.0	
138+51.00		BL49	LT		10		1.0	
139+33.20		BL49	LT			1	1.0	
8+45.00		15TH ST	RT			1	1.0	
8+81.00		15TH ST	LT			1	1.0	
10+92.48		15TH ST	LT			1	1.0	
142+16.00		BL49	LT			1	1.0	EXIST. D.I.
			TOTAL	503	10	7	13.0	
			USE	503	10	7	13	

EROSION CONTROL (CITY OF JOPLIN)

STA.	STA.	RTE.	LOCATION	CURB INLET CHECK (EA)	SEDIMENT REMOVAL (CY)	REMARKS
11+65.02		15TH ST	LT & RT	2	2.0	
13+68.02		15TH ST	LT	1	1.0	
13+88.03		15TH ST	RT	1	1.0	
15+10.03		15TH ST	LT	1	1.0	
15+12.44		15TH ST	RT	1	1.0	
16+81.25		15TH ST	RT	1	1.0	
16+82.54		15TH ST	LT	1	1.0	
			TOTAL	8	8.0	
			USE	8	8	

PIPE CULVERTS (COST SHARE)

STA.	STA.	LOCATION	SKEW (DEG.)	24" GROUP A FES (EA.)	GROUP A 18" (FT.)	GROUP A 24" (FT.)	CLASS 3 EXC. EXC. (CY)	REMARKS
137+43.53	138+21.41	BL49 LT				73	69.9	EXIST BOX TO JUNCTION BOX
138+21.41	139+33.20	BL49 LT				109	58.6	JUNCTION BOX TO T#1
138+21.41	138+40.31	BL49 LT		1		14	8.3	JUNCTION BOX TO DITCH
139+33.20	139+55.09	BL49 LT				20	17.0	INLET T#1 TO MH#1
139+55.09	10+92.48	15TH LT				52	44.1	MH#1 TO T2
10+92.48	11+65.02	15TH LT				71	75.6	INLET T#2 TO T#3
11+65.02		15TH CL			61		44.3	INLET T#3 TO T#3A
			TOTAL	1	61	339	317.8	
			USE	1	61	339	318	

PIPE CULVERTS (CITY OF JOPLIN)

STA.	STA.	LOCATION	SKEW (DEG.)	GROUP A 18" (FT.)	GROUP A 24" (FT.)	CLASS 3 EXC. EXC. (CY)	REMARKS
11+65.02	13+68.82	15TH LT			202	141.7	INLET T#3 TO T#4
13+78.34		15TH CL	23.8° RT	48		36.8	INLET T#4 TO T#4A
13+68.82	15+10.03	15TH LT		134		137.6	INLET T#4 TO T#5
15+11.03		15TH CL	3.8° RT	35		23.6	INLET T#5 TO T#5A
			TOTAL	217	202	339.7	
			USE	217	202	340	

MANHOLE (COST SHARE)

STA.	ROUTE	OFFSET	MH 48" DIA. (FT)	TYPE 3 FRAME & COVER (EA.)	CLASS 3 EXC. (CY)
139+55.09	BL49	46.28' LT	3.5	1	3.9
		TOTAL	3.5	1	3.9
		USE	4	1	4

LIGHTING (COST SHARE)

POLE	PULL BOX	RTE.	STA.	OFFSET	LOCATION	240V BASE MOUNTED CONTROL STA. (EA.)	POLE 30 FT TYPE AT (EA.)	POLE FOUNDATION 30' MTG HGT (EA.)	BRACKET ARM 12' (EA.)	LED TYPE A LUMINAIRE (EA.)	CONCRETE PULL BOX STANDARD (EA.)	DRAIN TYPE I (EA.)	DRAIN TYPE II (EA.)	REMARKS
CONTROLLER		BL49	141+32.11	62.71	LT	1								
1		BL49	141+26.60	56.10	LT		1	1	1	1				CIRCUIT 1
2		15TH ST	9+05.65	41.09	RT		1	1	1	1				CIRCUIT 1
3		15TH ST	11+17.20	48.52	LT		1	1	1	1				CIRCUIT 2
	7	BL49	141+32.00	56.00	LT						1	1		CIRCUIT 1
	8	BL49	141+32.00	43.00	RT						1		1	CIRCUIT 1
	9	15TH ST	11+00.00	51.02	LT						1		1	CIRCUIT 2
	10	15TH ST	11+00.00	32.93	RT						1	1		CIRCUIT 2
					TOTAL	1	3	3	3	3	4	---	---	

SUMMARY OF QUANTITIES
SHEET 8 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
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DATE PREPARED 2/23/2024
ROUTE BL 49 | STATE MO
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MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

EFFECTIVE: 04-01-2023

SIGN	SIZE IN.	AREA SQ.FT.	QTY EACH	TOTAL AREA SQ.FT.	QTY RELOC EACH	TOTAL RELOC SQ.FT.	SIGN NUM.	DESCRIPTION
WARNING SIGNS								
WO1-1L	48X48	16.00						TURN (SYMBOL LEFT ARROW)
WO1-1R	48X48	16.00						TURN (SYMBOL RIGHT ARROW)
WO1-2L	48X48	16.00						CURVE (SYMBOL LEFT ARROW)
WO1-2R	48X48	16.00						CURVE (SYMBOL RIGHT ARROW)
WO1-3L	48X48	16.00						REVERSE TURN (SYMBOL LEFT ARROW)
WO1-3R	48X48	16.00						REVERSE TURN (SYMBOL RIGHT ARROW)
WO1-4L	48X48	16.00						REVERSE CURVE (SYMBOL LEFT ARROW)
WO1-4R	48X48	16.00						REVERSE CURVE (SYMBOL RIGHT ARROW)
WO1-4bL	48X48	16.00						DOUBLE ARROW REVERSE CURVE (SYMBOL LT ARROWS)
WO1-4bR	48X48	16.00						DOUBLE ARROW REVERSE CURVE (SYMBOL RT ARROWS)
WO1-4cL	48X48	16.00						TRIPLE ARROW REVERSE CURVE (SYMBOL LT ARROWS)
WO1-4cR	48X48	16.00						TRIPLE ARROW REVERSE CURVE (SYMBOL RT ARROWS)
WO1-6	60X30	12.50						HORIZONTAL ARROW (SYMBOL)
WO1-6a	72X36	18.00						HORIZ. ARROW (SYMBOL ON PERMANENT BARRICADE)
WO1-7	60X30	12.50						DOUBLE HEAD HORIZONTAL ARROW (SYMBOL)
WO1-7a	72X36	18.00						DOUBLE HEAD HORIZ. ARROW (SYMBOL ON PERM. BARR.)
WO1-8	18X24	3.00						CHEVRON (SYMBOL)
WO1-8a	30X36	7.50						CHEVRON (SYMBOL FOR DIVIDED HIGHWAYS)
WO3-1	48X48	16.00						STOP AHEAD (SYMBOL)
WO3-2	48X48	16.00						YIELD AHEAD (SYMBOL)
WO3-3	48X48	16.00						SIGNAL AHEAD (SYMBOL)
WO3-4	48X48	16.00						BE PREPARED TO STOP
WO3-5	48X48	16.00						SPEED LIMIT AHEAD
WO4-1L	48X48	16.00						MERGE (SYMBOL FROM LEFT)
WO4-1R	48X48	16.00						MERGE (SYMBOL FROM RIGHT)
WO4-1aL	48X48	16.00						MERGE (ARROW SYMBOL)
WO4-1aR	48X48	16.00						MERGE (ARROW SYMBOL)
WO5-1	48X48	16.00	3	48				ROAD/BRIDGE/RAMP NARROWS
WO5-3	48X48	16.00						ONE LANE BRIDGE
WO5-5	48X48	16.00	3	48				NARROW LANES
WO6-1	48X48	16.00						DIVIDED HIGHWAY (SYMBOL)
WO6-2	48X48	16.00						DIVIDED HIGHWAY END (SYMBOL)
WO6-3	48X48	16.00						TWO WAY TRAFFIC (SYMBOL)
WO7-3a	30X24	5.00						NEXT XX MILES (PLAQUE)
WO8-1	48X48	16.00						BUMP
WO8-2	48X48	16.00						DIP
WO8-3	48X48	16.00						PAVEMENT ENDS
WO8-4	48X48	16.00						SOFT SHOULDER
WO8-5	48X48	16.00						SLIPPERY WHEN WET (SYMBOL)
WO8-6	48X48	16.00						TRUCK CROSSING (WITH FLAGS)
WO8-6c	48X48	16.00						TRUCK ENTRANCE
WO8-7	36X36	9.00						LOOSE GRAVEL
WO8-7a	36X36	9.00						FRESH OIL/LOOSE GRAVEL
WO8-9	48X48	16.00						LOW SHOULDER
WO8-11	48X48	16.00						UNEVEN LANES
WO8-12	48X48	16.00						NO CENTER LINE
WO8-15	48X48	16.00						GROOVED PAVEMENT
WO8-15P	30X24	5.00						MOTORCYCLE (PLAQUE)
WO8-17	48X48	16.00						SHOULDER DROP-OFF (SYMBOL)
WO8-17P	30X24	5.00						SHOULDER DROP-OFF (PLAQUE)
W10-1	42RND.	9.62						RAILROAD CROSSING
WO12-1	24X24	4.00						DOUBLE DOWN ARROW (SYMBOL)
WO12-2	48X48	16.00						LOW CLEARANCE (SYMBOL)
W012-2X	24X18	3.00						LOW CLEARANCE (PLAQUE)
WO12-2a	84X24	14.00						OVERHEAD LOW CLEARANCE (FEET AND INCHES)
WO12-4	120X60	50.00						LOW CLEARANCE XX FT XX IN XX MILES AHEAD
WO12-5	120X60	50.00						WIDTH RESTRICTION XX FT XX IN XX MILES AHEAD
WO13-1	30X30	6.25						ADVISORY SPEED (PLAQUE)
WO16-2	30X24	5.00						XXX FEET (PLAQUE)
WO16-3	30X24	5.00						X MILE (PLAQUE)
WO20-1	48X48	16.00	3	48				ROAD/BRIDGE/RAMP WORK AHEAD
WO20-2	48X48	16.00						DETOUR AHEAD
WO20-3	48X48	16.00						ROAD CLOSED AHEAD
WO20-4	48X48	16.00	2	32				ONE LANE ROAD AHEAD
WO20-5	48X48	16.00	2	32				RIGHT/CENTER/LEFT LANE CLOSED AHEAD
WO20-5a	48X48	16.00						2 RIGHT/CENTER/LEFT LANES CLOSED AHEAD
WO20-6a	48X48	16.00	3	48				RIGHT/CENTER/LEFT LANE CLOSED
WO20-7a	48X48	16.00	2	32				FLAGGER (SYMBOL, WITH FLAGS)
WO21-2	36X36	9.00						FRESH OIL
WO21-5	48X48	16.00	3	48				SHOULDER WORK AHEAD
WO22-1	48X48	16.00						BLASTING ZONE AHEAD
WO22-2	42X36	10.50						TURN OFF 2-WAY RADIO AND PHONE
WO22-3	42X36	10.50						END BLASTING ZONE
GO22-1	21X15	2.19						WET PAINT (ARROW PIVOTS)

SIGN	SIZE IN.	AREA SQ.FT.	QTY EACH	TOTAL SQ.FT.	QTY RELOC EACH	TOTAL RELOC SQ.FT.	SIGN NUM.	DESCRIPTION
GUIDE SIGNS								
E05-1	36X48	12.00						GORE EXIT
E05-2	48X36	12.00						EXIT OPEN
E05-2a	48X36	12.00						EXIT CLOSED
GO20-1	60X24	10.00						ROAD WORK NEXT XX MILES
GO20-2	48X24	8.00	2	16				END ROAD WORK
GO20-4	36X18	4.50						PILOT CAR FOLLOW ME
GO20-4a	42X30	8.75						PILOT CAR IN USE WAIT & FOLLOW
GO20-4a	18X12	1.50						PILOT CAR IN USE WAIT & FOLLOW
GO20-5aP	36X24	6.00	3	18				WORK ZONE (PLAQUE)
MO4-8a	24X18	3.00						END DETOUR
MO4-9L	48X36	12.00						DETOUR (LEFT ARROW)
MO4-9R	48X36	12.00						DETOUR (RIGHT ARROW)
MO4-9P	48X12	4.00						STREET NAME (PLAQUE)
MO4-10L	48X18	6.00						DETOUR (ARROW LEFT)
MO4-10R	48X18	6.00						DETOUR (ARROW RIGHT)
REGULATORY SIGNS								
R1-1	48X48	13.25						STOP
R1-2	48TRI.	6.93	2	13.86				YIELD
R1-2a	36X36	9.00						TO ONCOMING TRAFFIC (PLAQUE)
R1-3P	30X12	2.50						ALL WAY (PLAQUE)
R2-1	36X48	12.00	4	48				SPEED LIMIT 30,40
R3-1	48X48	16.00						NO RIGHT TURN (SYMBOL)
R3-2	48X48	16.00						NO LEFT TURN (SYMBOL)
R3-3	36X36	9.00						NO TURNS
R3-4	48X48	16.00						NO U-TURN (SYMBOL)
R3-7L	30X30	6.25						LEFT LANE MUST TURN LEFT
R3-7R	30X30	6.25						RIGHT LANE MUST TURN RIGHT
R4-1	36X48	12.00						DO NOT PASS
R4-2	36X48	12.00						PASS WITH CARE
R4-8a	36X48	12.00						KEEP LEFT (HORIZONTAL ARROW)
R4-7a	36X48	12.00	6	72				KEEP RIGHT (HORIZONTAL ARROW)
R5-1	30X30	6.25						DO NOT ENTER
R5-1a	36X24	6.00						WRONG WAY
R6-1L	54X18	6.75						ONE WAY ARROW (LEFT)
R6-1R	54X18	6.75						ONE WAY ARROW (RIGHT)
R6-2L	24X30	5.00						ONE WAY (LEFT)
R6-2R	24X30	5.00						ONE WAY (RIGHT)
R9-9	24X12	2.00	6	12				SIDEWALK CLOSED
R9-11L	24X18	3.00						SIDEWALK CLOSED AHEAD, (ARROW LEFT) CROSS HERE
R9-11R	24X18	3.00						SIDEWALK CLOSED AHEAD, (ARROW RIGHT) CROSS HERE
R10-6	24X36	6.00						STOP HERE ON RED (45^ ARROW)
R11-2	48X30	10.00	13	130				ROAD CLOSED
R11-3a	60X30	12.50						ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY
R11-4	60X30	12.50						ROAD CLOSED TO THRU TRAFFIC
CONST-3A	60X48	20.00						FINE SIGN
CONST-3X	56X12	4.67						SPEEDING/PASSING (PLATE)
MISCELLANEOUS SIGNS								
CONST-5	48X36	12.00						POINT OF PRESENCE
CONST-5	96X48	32.00	3	96				POINT OF PRESENCE
CONST-7	48X24	8.00						RATE OUR WORK ZONE
CONST-7	72X36	18.00	3	54				RATE OUR WORK ZONE
CONST-8	48X36	12.00	3	36				WORK ZONE NO PHONE ZONE

616-10.05 CONSTRUCTION SIGNS	TOTAL	831.9
616-10.10 RELOCATED SIGNS	TOTAL	0

ITEM NUMBER	TOTAL QTY	DESCRIPTION
6122008		IMPACT ATTENUATOR 40 MPH (SAND BARRELS)
6122009		IMPACT ATTENUATOR 45 MPH (SAND BARRELS)
6122010		IMPACT ATTENUATOR 50 MPH (SAND BARRELS)
6122012		IMPACT ATTENUATOR 55 MPH (SAND BARRELS)
6122014		IMPACT ATTENUATOR 60 MPH (SAND BARRELS)
6122017		IMPACT ATTENUATOR 65 MPH (SAND BARRELS)
6122019		IMPACT ATTENUATOR 70 MPH (SAND BARRELS)
6122020		REPLACEMENT SAND BARREL
6122030		IMPACT ATTENUATOR (RELOCATION)
6123000A		TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)
6161008	3	ADVANCED WARNING RAIL SYSTEM
6161012		BUOYS (BOATS KEEP OUT)
6161013		BUOYS (NO WAKE)
6161014		SPECIAL SIGN ASSEMBLY (BOATS KEEP OUT)
6161025	199	CHANNELIZER (TRIM LINE)
6161030	34	TYPE III MOVEABLE BARRICADE
6161033		DIRECTION INDICATOR BARRICADE
6161040	1	FLASHING ARROW PANEL
6161047		TYPE III OBJECT MARKER
6161055		SEQUENTIAL FLASHING WARNING LIGHT
6161070		TUBULAR MARKER
6161095		RADAR SPEED ADVISORY SYSTEM
6161096		CHANGEABLE MESSAGE SIGN, COMMISSION FURNISHED/RETAINED
6161098A		CHANGEABLE MESSAGE SIGN W/O COMM. INTERFACE - CONTRACTOR FURNISHED/RETAINED
6161099	7	CHANGEABLE MESSAGE SIGN WITH COMM. INTERFACE - CONTRACTOR FURNISHED/RETAINED
6162000A		WORK ZONE TRAFFIC SIGNAL SYSTEM
6162002		TEMPORARY LONG-TERM RUMBLE STRIPS
6173600D		TEMPORARY TRAFFIC BARRIER CONTRACTOR FURNISHED/RETAINED
6173602B		TEMPORARY TRAFFIC BARRIER CONTRACTOR FURNISHED/COMMISSION RETAINED
6174000A		TEMP. TRAFFIC BARRIER HEIGHT TRANSITION
6175010A		RELOCATING TEMPORARY TRAFFIC BARRIER
6176000B		TEMPORARY TRAFFIC BARRIER COMMISSION FURNISHED/RETAINED
6177000B		TEMP. TRAFFIC BARRIER HEIGHT TRANSITION COMMISSION FURNISHED/RETAINED
6208064A		TEMPORARY RAISED PAVEMENT MARKER
9029400		TEMPORARY TRAFFIC SIGNALS
9029401		TEMPORARY TRAFFIC SIGNALS AND LIGHTING
6169902	6	ADA COMPLIANT MOVEABLE BARRICADE

SUMMARY OF QUANTITIES
SHEET 9 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED: 2/23/2024
ROUTE: BL49 | STATE: MO
DISTRICT: SW | SHEET NO.: 3
COUNTY: JASPER
JOB NO.: J7S3430
CONTRACT ID.:
PROJECT NO.:
BRIDGE NO.:

DESCRIPTION | DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
5750 S. 5th St. • P.O. Box 240 • Hillsboro, MO 63050 • Phone: (417) 336-5172
ANDERSON COA# 000062 • ANDREW ECKHART, PE# 2009019117

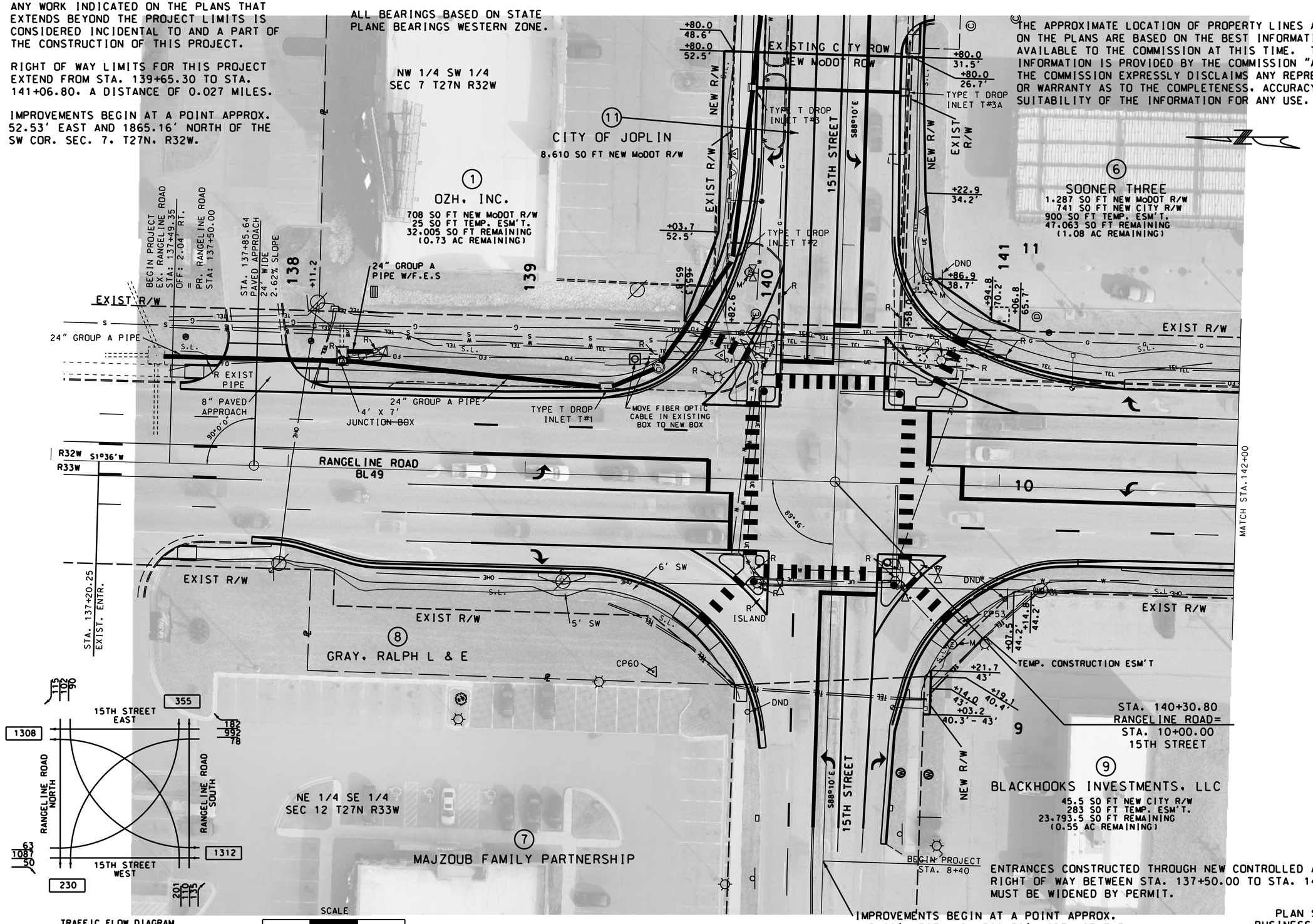
ANY WORK INDICATED ON THE PLANS THAT EXTENDS BEYOND THE PROJECT LIMITS IS CONSIDERED INCIDENTAL TO AND A PART OF THE CONSTRUCTION OF THIS PROJECT.

RIGHT OF WAY LIMITS FOR THIS PROJECT EXTEND FROM STA. 139+65.30 TO STA. 141+06.80. A DISTANCE OF 0.027 MILES.

IMPROVEMENTS BEGIN AT A POINT APPROX. 52.53' EAST AND 1865.16' NORTH OF THE SW COR. SEC. 7. T27N. R32W.

ALL BEARINGS BASED ON STATE PLANE BEARINGS WESTERN ZONE.

THE APPROXIMATE LOCATION OF PROPERTY LINES AS SHOWN ON THE PLANS ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION AT THIS TIME. THIS INFORMATION IS PROVIDED BY THE COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS. ACCURACY OR SUITABILITY OF THE INFORMATION FOR ANY USE.



ENTRANCES CONSTRUCTED THROUGH NEW CONTROLLED ACCESS RIGHT OF WAY BETWEEN STA. 137+50.00 TO STA. 143+25.00 MUST BE WIDENED BY PERMIT.

IMPROVEMENTS BEGIN AT A POINT APPROX. 115.22' WEST AND 1589.58' NORTH OF THE SW COR. SEC 7. T27N. R32W.

PLAN SHEET
BUSINESS LOOP 49
SHEET 1 OF 7

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED 2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	4

COUNTY: JASPER
JOB NO.: J7S3430
CONTRACT ID.:
PROJECT NO.:
BRIDGE NO.:

DATE	DESCRIPTION

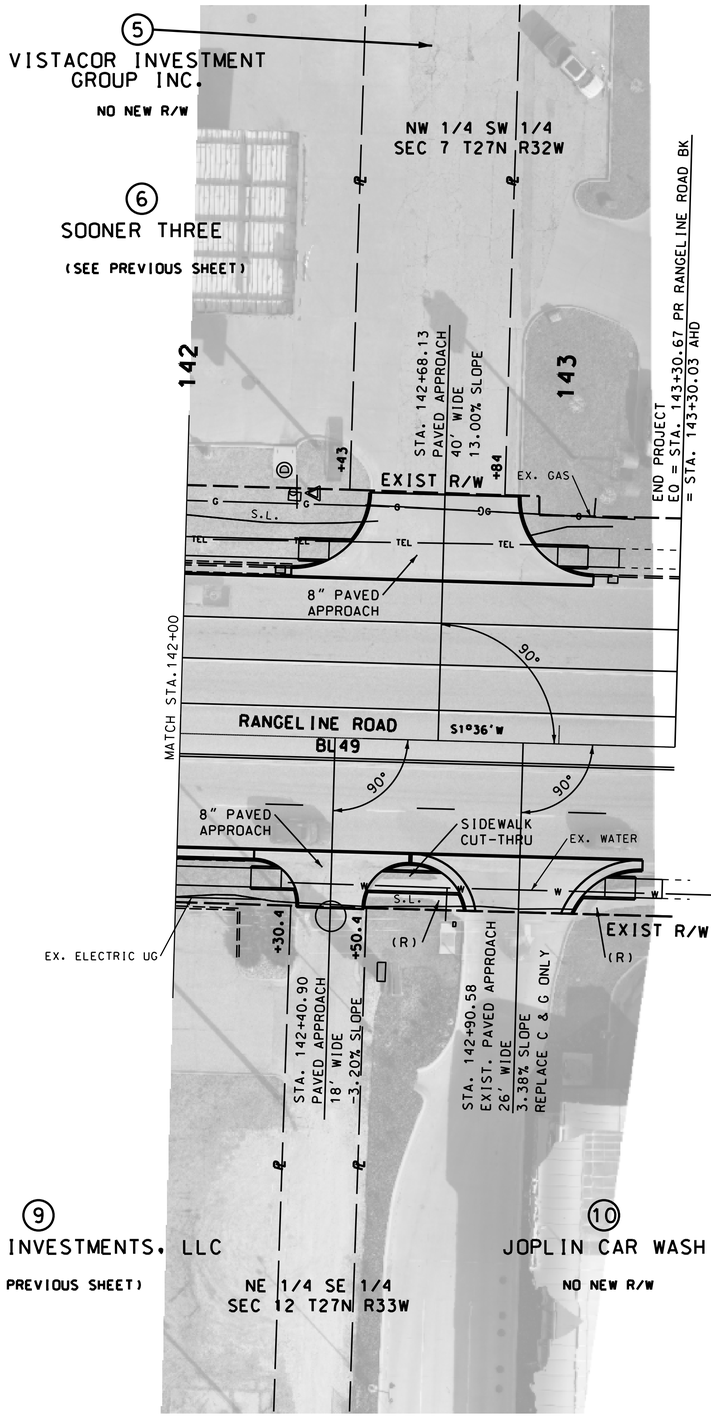
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

MoDOT

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
816 3TH STREET, P.O. BOX 2481, JOPLIN, MISSOURI 64802 (417) 624-6112
ANDERSON COA# 000062 - ANDREE ECKART, PE# 2005007117



ENTRANCES CONSTRUCTED THROUGH NEW CONTROLLED ACCESS RIGHT OF WAY BETWEEN STA. 139+65.30 TO STA. 141+06.80 MUST BE WIDENED BY PERMIT.

IMPROVEMENTS END AT A POINT APPROX. 36.32' EAST AND 1284.71' NORTH OF THE SW COR. SEC. 7. T27N. R32W.

SCALE
0 20 40 60

PLAN SHEET
BUSINESS LOOP 49
SHEET 2 OF 7

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED	2/23/2024
ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	5
COUNTY	JASPER
JOB NO.	J7S3430
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

DESCRIPTION

DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

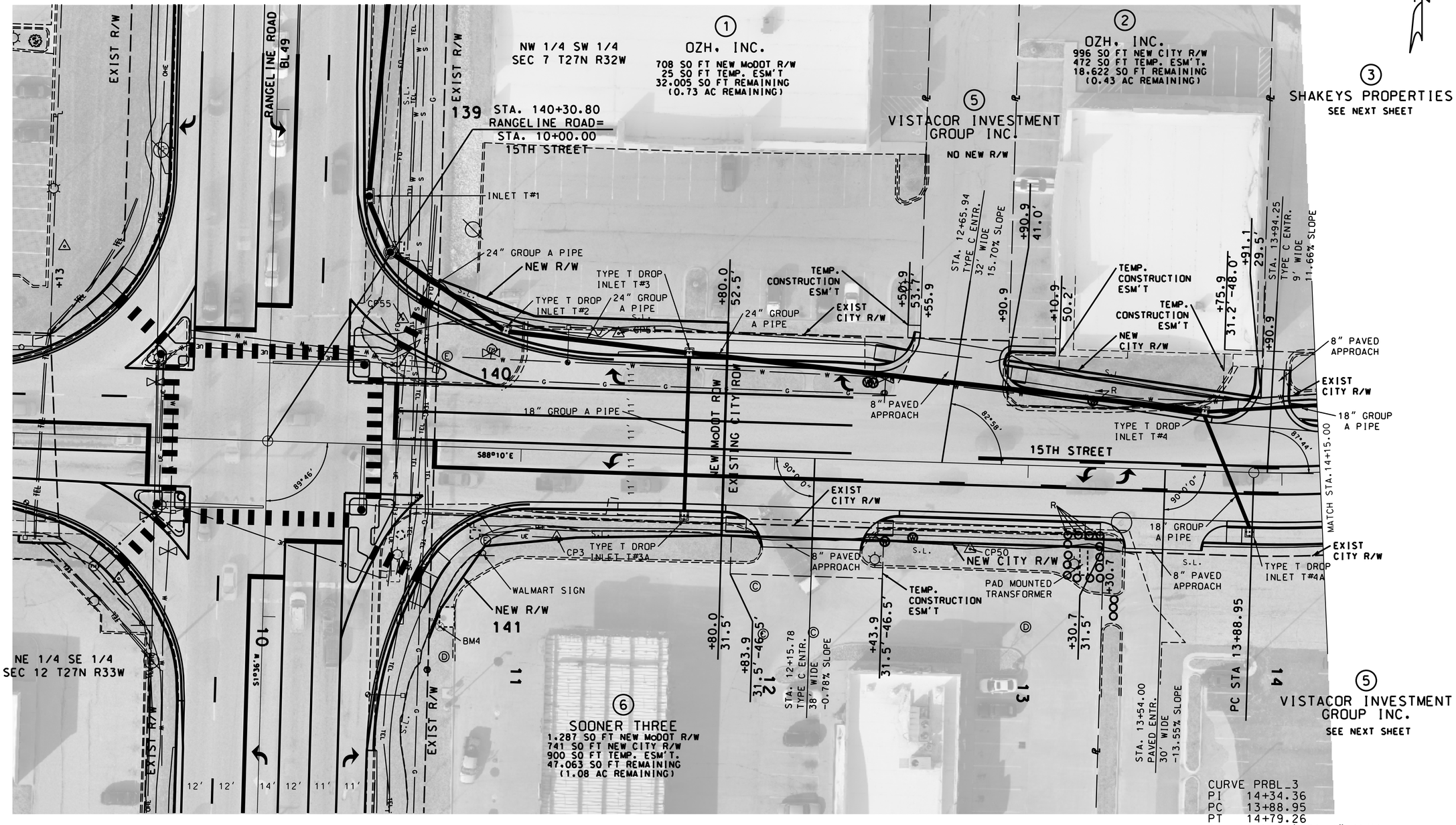
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
816 STH ST. BOX 1568 JOPLIN, MISSOURI 64802 (417) 624-6910
ANDERSON CofA# 000062 - ANDREW Cofa#: PE# 2009001117

NOTE:
SEE CITY OF JOPLIN STANDARDS
FOR TYPE C ENTRANCE



CURVE PRBL_3
PI 14+34.36
PC 13+88.95
PT 14+79.26
Δ 14° 47' 01.4" (LT)
D 16° 22' 12.8"
L 90.31'
T 45.41'
R 350.00'

ENTRANCES CONSTRUCTED THROUGH NEW CONTROLLED ACCESS RIGHT OF WAY BETWEEN STA. 137+50.00 TO STA. 143+25.00 MUST BE WIDENED BY PERMIT.

SCALE
0 20 40 60

PLAN SHEET
15TH STREET
SHEET 3 OF 7

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

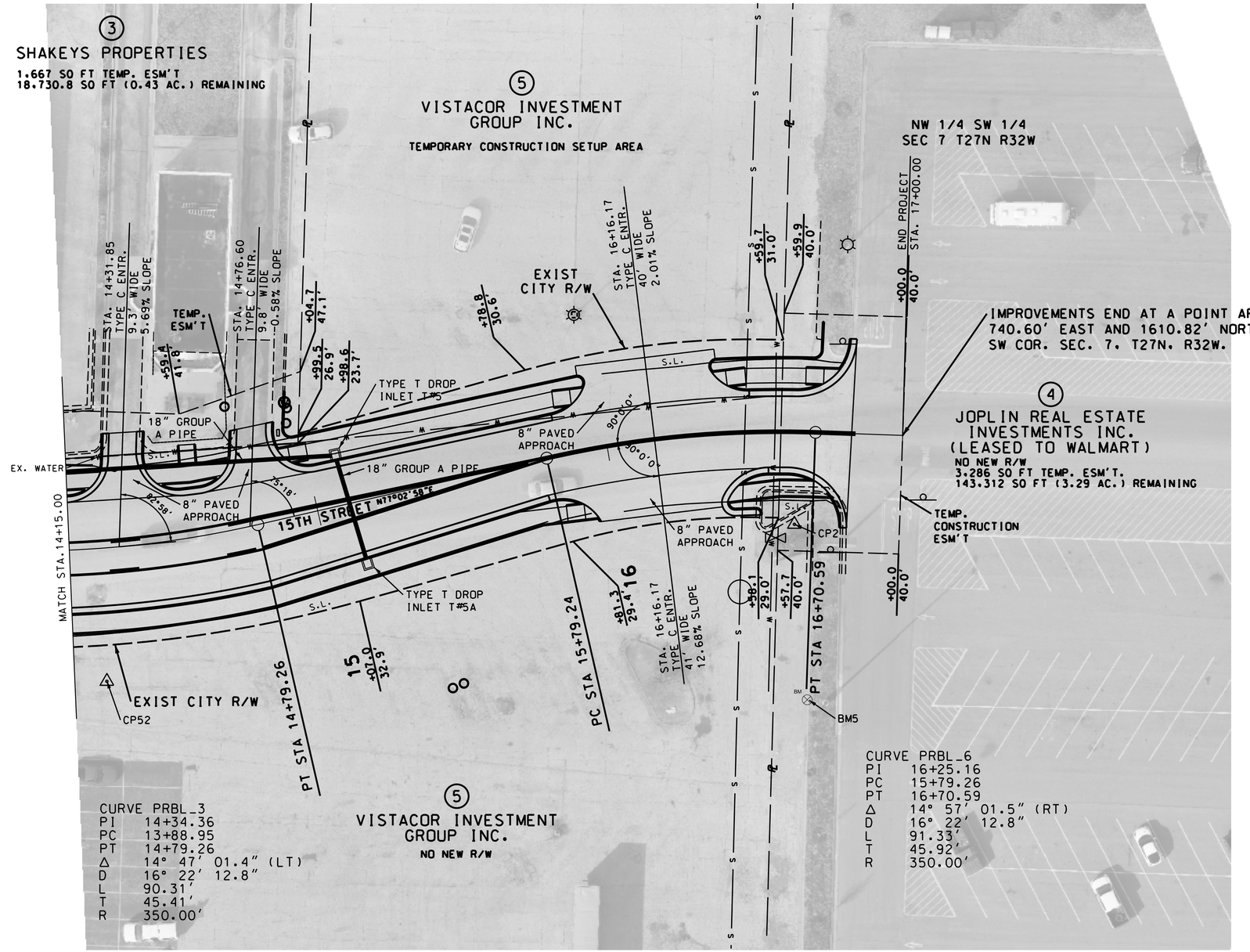
DATE PREPARED	
2/23/2024	
ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	6
COUNTY	
JASPER	
JOB NO.	
J7S3430	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
2118 THOMPSON BLVD. • SEDALIA, MO 65301 • 660.826-5112
MISSOURI CA# 000562 • ANDREW ECKHART, PE# 2009018717



SCALE
0 20 40 60

ENTRANCES CONSTRUCTED THROUGH NEW CONTROLLED ACCESS RIGHT OF WAY BETWEEN STA. 137+50.00 TO STA. 143+25.00 MUST BE WIDENED BY PERMIT.

PLAN SHEET
15TH STREET
SHEET 4 OF 7

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	7

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

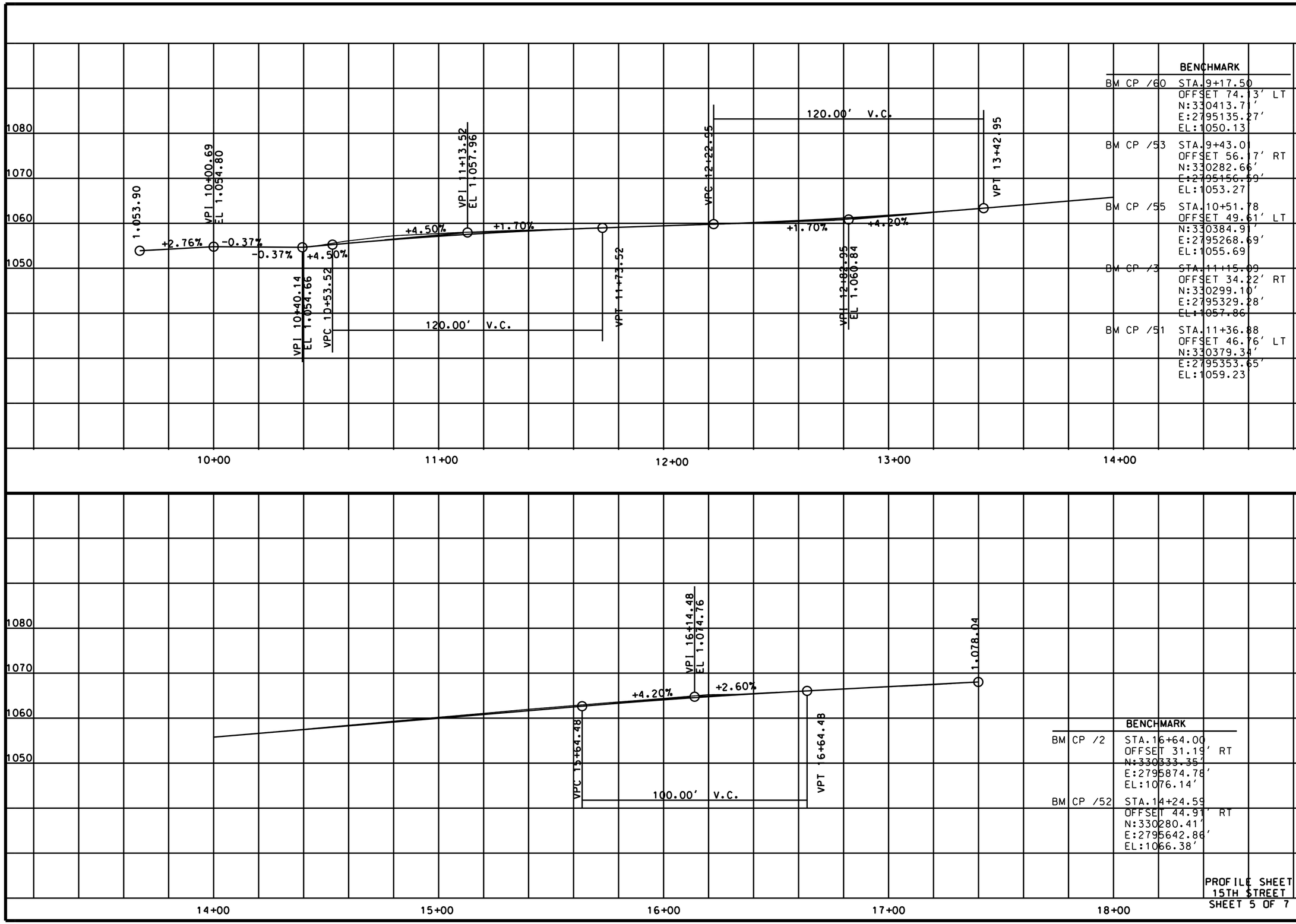
BRIDGE NO.

DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MoDOT
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
2141 E. Kingsley, Springfield, MO 65804 (417) 862-6708
ANDERSON COA# 000262 • ANDREW ECKHART, PE# 2009018117



BENCHMARK

BM CP /60 STA.9+17.50
OFFSET 74.13' LT
N:330413.71'
E:2795135.27'
EL:1050.13

BM CP /53 STA.9+43.01
OFFSET 56.17' RT
N:330282.66'
E:2795156.59'
EL:1053.27

BM CP /55 STA.10+51.78
OFFSET 49.61' LT
N:330384.91'
E:2795268.69'
EL:1055.69

BM CP /3 STA.11+15.09
OFFSET 34.22' RT
N:330299.10'
E:2795329.28'
EL:1057.86

BM CP /51 STA.11+36.88
OFFSET 46.76' LT
N:330379.34'
E:2795353.65'
EL:1059.23

BENCHMARK

BM CP /2 STA.16+64.00
OFFSET 31.19' RT
N:330333.35'
E:2795874.78'
EL:1076.14'

BM CP /52 STA.14+24.59
OFFSET 44.91' RT
N:330280.41'
E:2795642.86'
EL:1066.38'

PROFILE SHEET
15TH STREET
SHEET 5 OF 7

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	8

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

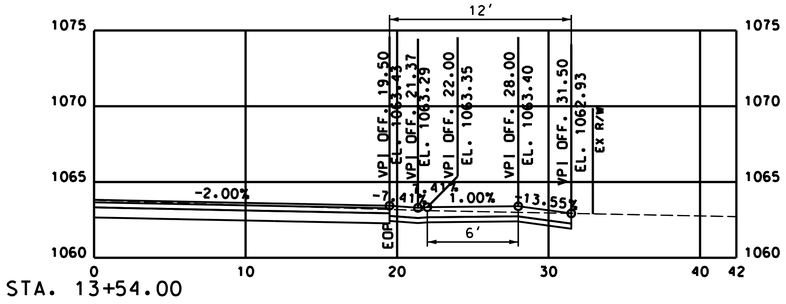
DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

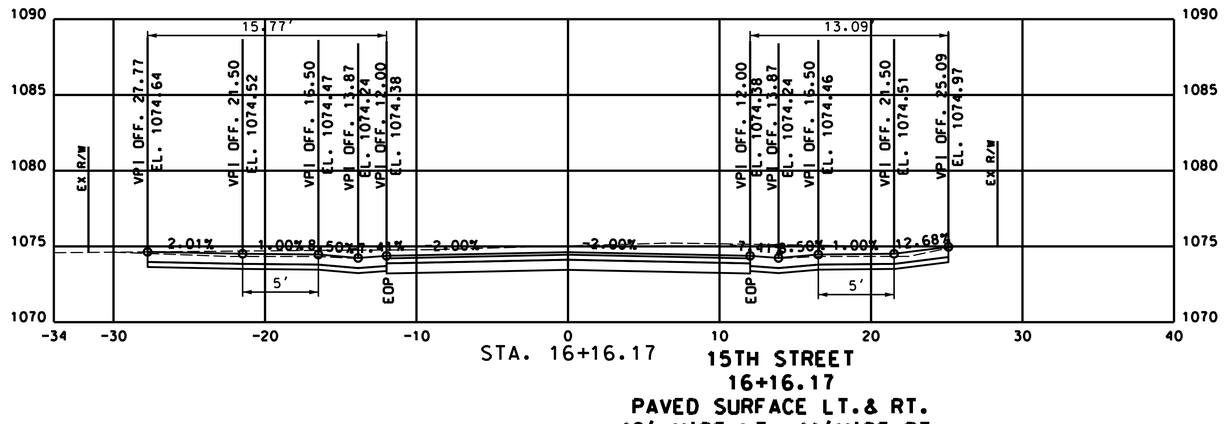
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
816.350.9900 | WWW.ANDERSONENGINEERING.COM | 417.336.5172
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009019117



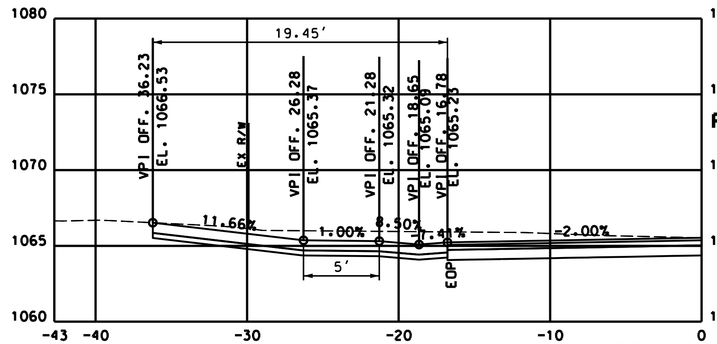
STA. 13+54.00

15TH STREET
13+54.00
PAVED SURFACE RT.
30' WIDE



STA. 16+16.17

15TH STREET
16+16.17
PAVED SURFACE LT.& RT.
40' WIDE LT. 41'WIDE RT.

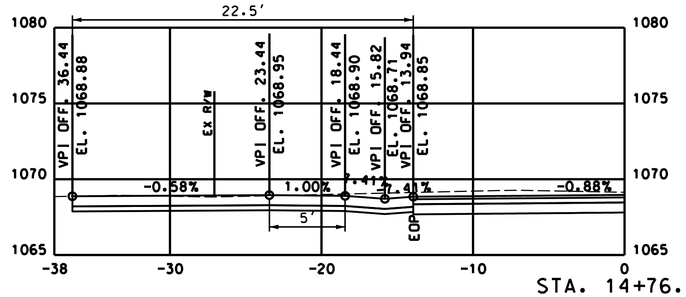


STA. 13+94.25

15TH STREET
13+94.25
PAVED SURFACE LT.
9' WIDE

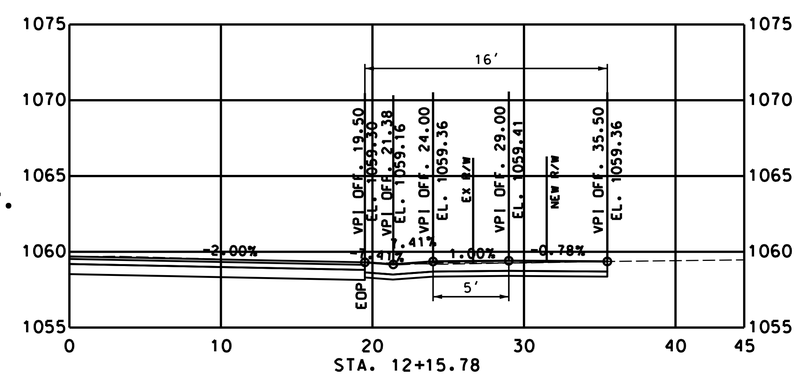
STA. 12+65.94

15TH STREET
12+65.94
PAVED SURFACE LT.
32' WIDE



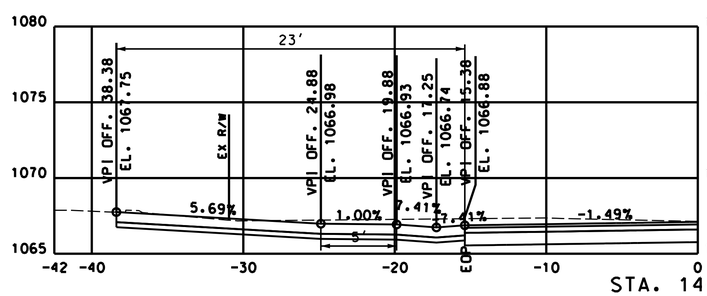
STA. 14+76.60

15TH STREET
14+76.60
PAVED SURFACE LT.
9.8' WIDE



STA. 12+15.78

15TH STREET
12+15.78
PAVED SURFACE RT.
38' WIDE



STA. 14+31.85

15TH STREET
14+31.85
PAVED SURFACE LT.
9.3' WIDE

ENTRANCE PROFILE SHEET
15TH STREET
SHEET 6 OF 7

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL-49	MO
DISTRICT	SHEET NO.
SW	9

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

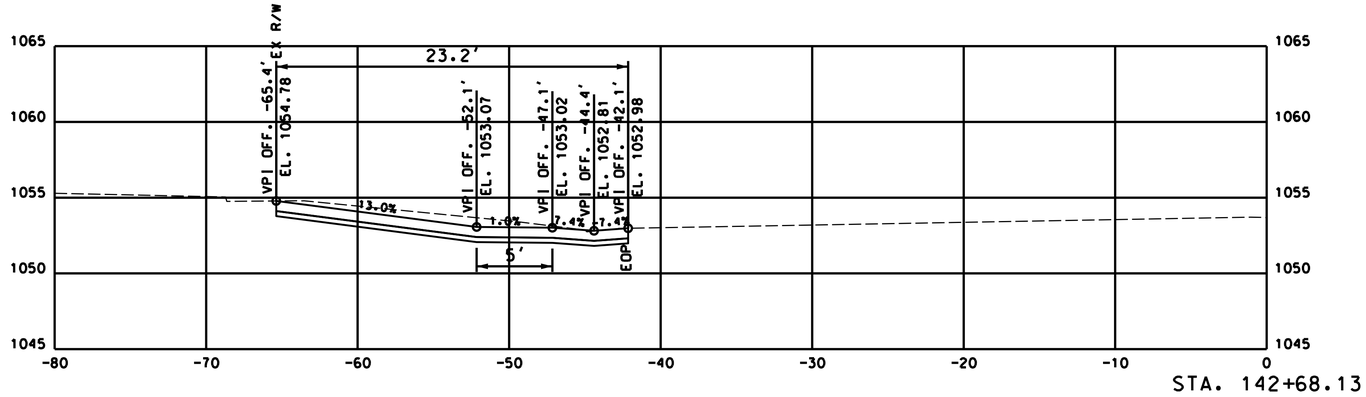
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
216 E. HIGH ST. • JEFFERSON CITY, MO 65101 • (417) 334-3112
ANDERSON COA# 000062 • ANDREW ECKHART, PE# 2009018117

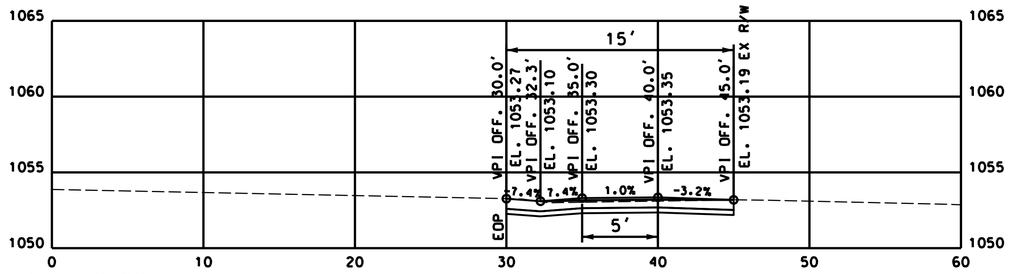
RANGELINE ROAD (BL49)
142+90.58 RT.
REPLACE C & G ONLY
U.I.P. EXISTING PAVEMENT
26' WIDE



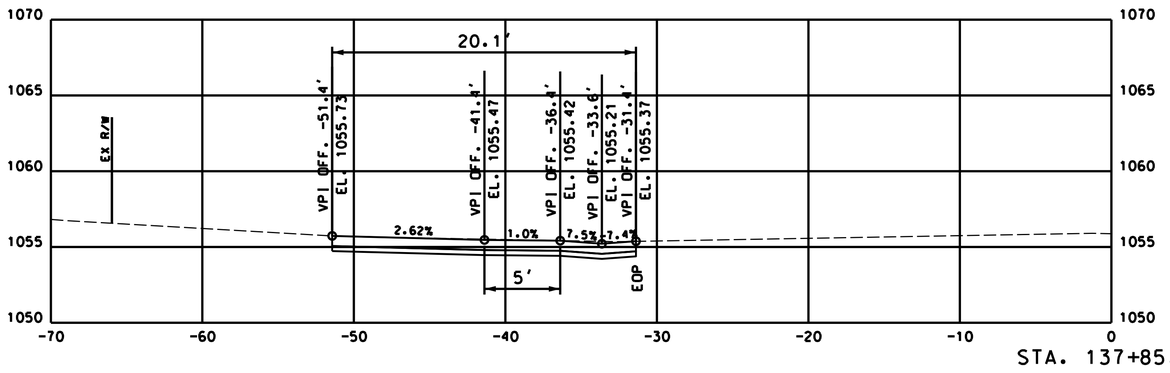
STA. 142+68.13

RANGELINE ROAD (BL49)
142+68.13
PAVED APPROACH LT.
40' WIDE

RANGELINE ROAD (BL49)
142+40.90
PAVED APPROACH RT.
18' WIDE



STA. 142+40.90



STA. 137+85.64

RANGELINE ROAD (BL49)
137+85.64
PAVED APPROACH LT.
24' WIDE

ENTRANCE PROFILE SHEET
BL49 (RANGE LINE ROAD)
SHEET 7 OF 7

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

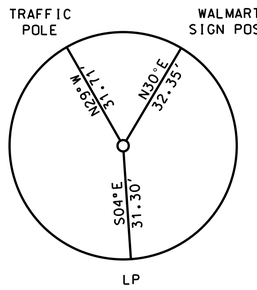
DATE PREPARED: 2/23/2024
ROUTE: BL49 | STATE: MO
DISTRICT: SW | SHEET NO.: 10
COUNTY: JASPER
JOB NO.: J7S3430
CONTRACT ID.:
PROJECT NO.:
BRIDGE NO.:

DESCRIPTION	DATE

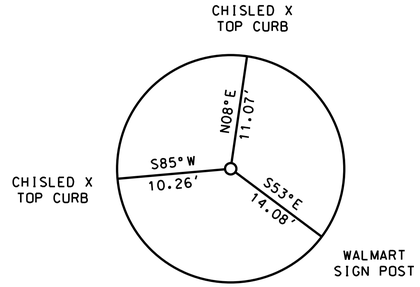
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

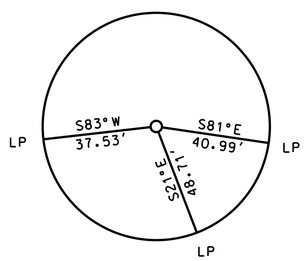
ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
816 S. HWY. 65 • SUITE 1 • LINCOLN, MO 65338 • (417) 236-3112
ANDERSON COA# 000062 • ANDREW ECKHART, PE# 2009019117



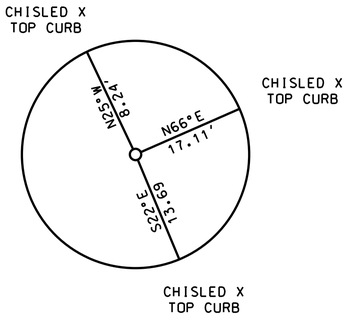
TBM 4
(3.5" x 36" ALUMINUM MONUMENT)
CENTER OF
T27N R43W SEC 7
BL49
STA. 142+92.57
870.63 LT



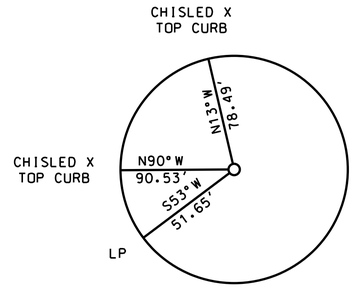
CP 2
(3.5" x 36" ALUMINUM MONUMENT)
CENTER OF
T27N R43W SEC 7
BL49
STA. 142+92.57
870.63 LT



CP 50
(3.5" x 36" ALUMINUM MONUMENT)
CENTER OF
T27N R43W SEC 7
BL49
STA. 142+92.57
870.63 LT



CP 51
(3.5" x 36" ALUMINUM MONUMENT)
CENTER OF
T27N R43W SEC 7
BL49
STA. 142+92.57
870.63 LT



CP 52
(3.5" x 36" ALUMINUM MONUMENT)
CENTER OF
T27N R43W SEC 7
BL49
STA. 142+92.57
870.63 LT

TIES ARE HORIZONAL MEASUREMENTS UNLESS OTHERWISE NOTED

REFERENCE POINTS SHEET
SHEET 1 OF 1

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED: 2/23/2024
ROUTE: BL49 | STATE: MO
DISTRICT: SW | SHEET NO.: 11
COUNTY: JASPER
JOB NO.: J7S3430
CONTRACT ID.:
PROJECT NO.:
BRIDGE NO.:

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
510 S. KEENE, COLUMBIA, MISSOURI 65201 PHONE: (417) 334-4112
ANDERSON COA# 000062 - AUDREY ECKHART, PE# 2009019117

ALL PROJECT COORDINATES HAVE BEEN PROJECTED FROM THE MISSOURI STATE PLANE COORDINATE (SPC) SYSTEM OF 1983 USING AN AVERAGE PROJECT PROJECTION (GRID TO GROUND) FACTOR. TO GET BACK TO STATE PLANE COORDINATES MULTIPY THE PROJECT COORDINATES BY THE AVERAGE GRID FACTOR AS SHOWN IN THE "REFERENCE CONTROL INFORMATION" PORTION OF THIS TABLE.

PROJECT COORDINATE INFORMATION

COORDINATE SYSTEM	MODIFIED STATE PLANE
HORIZONTAL DATUM	NAD 83
VERTICAL DATUM	NAVD 88
GEOID MODEL	GEOID12B
ELEVATIONS DETERMINED BY	MODOT VRS NETWORK
PROJECT PROJECTION FACTOR	1.000104169

REFERENCE CONTROL INFORMATION

COORDINATE SYSTEM	MODIFIED STATE PLANE
CONTROL STATION	JS 003
DESIGNATION	JS 003
CORS_ID	N/A
PID	HE1212
LATITUDE	37°25'01.76197"
LONGITUDE	94°22'39.39714"
NORTHING (M)	101771.647
EASTING (M)	851990.636
ZONE	2403 (MO-WEST)
PROJECT AVERAGE GRID FACTOR	0.999941231

EXAMPLE OF PROJECT COORDINATE TO S.P.C.

PROJECT NORTHING X AVERAGE GRID FACTOR
= STATE PLANE NORTHING
PROJECT EASTING X AVERAGE GRID FACTOR
= STATE PLANE EASTING

EXAMPLE: CONTROL POINT #1
N 457612.4224 X 0.999941231 = N 457585.5290
E 3021371.1571 X 0.999941231 = E 3021193.5940

LINEAR UNIT CONVERSION

1 METER = 3.280833333 US SURVEY FEET (USFT)

COORDINATE POINT LISTING

SHEET NO	STATION	LOCATION	* OFFSET (USFT)	MODIFIED STATE PLANE (GROUND) NORTHING (US SURVEY FT)	EASTING (US SURVEY FT)	ELEVATION (US SURVEY FT)	DESCRIPTION	GPK POINT ID
PROJECT CONTROL POINTS								
N.A.	142+92.57	BL49 LT	870.63	330030.609	2795913.973	1074.065	IRON PIN	CP 1
7	16+64.03	15TH RT	31.19	330313.937	2795710.470	1076.140	3.5" x 36" ALUMINUM MONUMENT	CP 2
6	11+15.09	15TH RT	34.22	330299.103	2795165.000	1057.860		CP 3
6	10+70.15	15TH RT	70.97	330244.402	2795118.912	1056.660		TBM 4
7	16+71.69	15TH RT	90.35	330254.622	2795715.483	1076.880		TBM 5
6	12+78.14	15TH RT	33.73	330274.959	2795327.972	1060.400		CP 50
6	11+36.88	15TH LT	46.76	330359.924	2795189.370	1059.230		CP 51
7	14+24.60	15TH RT	44.91	330261.001	2795478.565	1066.383		CP 52
4	140+86.74	BL49 RT	57.22	330263.254	2794992.322	1053.268		CP 53
N.A.	7+98.45	15TH LT	29.98	330294.060	2794848.677	1049.427		CP 54
6	10+69.75	15TH LT	50.19	330365.498	2795122.416	1055.686		CP 55
4	139+56.34	BL49 RT	82.19	330394.294	2794971.000	1050.131		CP 60
ALIGNMENT								
4	137+50.00	BL49	0.0				BEGINING POINT ON TANGENT	POT
4	140+00.00	BL49	0.0	330317.570	2795051.074	1054.78	INTERSECT WITH 15TH	PI
5	143+30.67	BL49	0.0				ENDING POINT ON TANGENT	POT
4	8+40.00	15TH	0.0				BEGINING POINT ON TANGENT	POT
4	10+00.00	15TH	0.0	330317.570	2795051.074	1054.78	INTERSECT WITH BL49	PI
6	13+88.95	15TH	0.0	330305.128	2795439.800	1065.29	CURVE PRBL_3	PC
7	14+34.36	15TH	0.0				CURVE PRBL_3	PI
7	14+79.26	15TH	0.0	330313.852	2795529.432	1069.08	CURVE PRBL_3	PT
7	15+79.26	15TH	0.0	330336.261	2795626.882	1073.27	CURVE PRBL_6	PC
7	16+25.16	15TH	0.0				CURVE PRBL_6	PI
7	16+70.59	15TH	0.0	330344.951	27957171.532	1076.22	CURVE PRBL_6	PT
7	17+00.00	15TH	0.0	330343.923	2795746.943	1076.99	ENDING POINT ON TANGENT	POT

* GROUND DISTANT

COORDINATED POINT SHEET
SHEET 1 OF 1

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

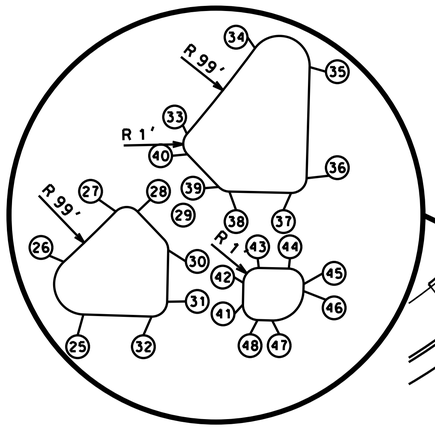
DATE PREPARED 2/23/2024
ROUTE BL49 | STATE MO
DISTRICT SW | SHEET NO. 12
COUNTY JASPER
JOB NO. J7S3430
CONTRACT ID.
PROJECT NO.
BRIDGE NO.

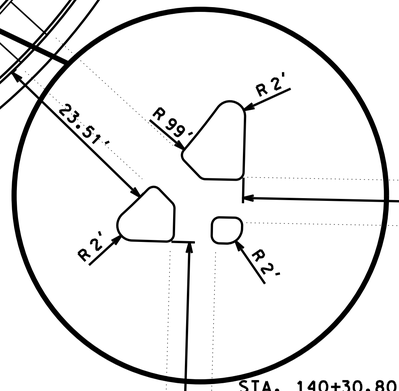
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DESCRIPTION | DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

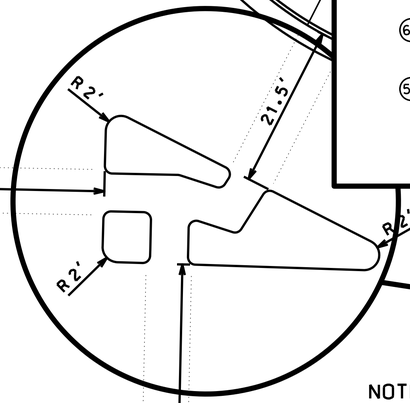
ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
216 S. 17th STREET • MEXICO, MISSOURI 65265 • (573) 324-5616
ANDERSON COA# 000082 • ANDREW ECKHART, PE# 2009018117

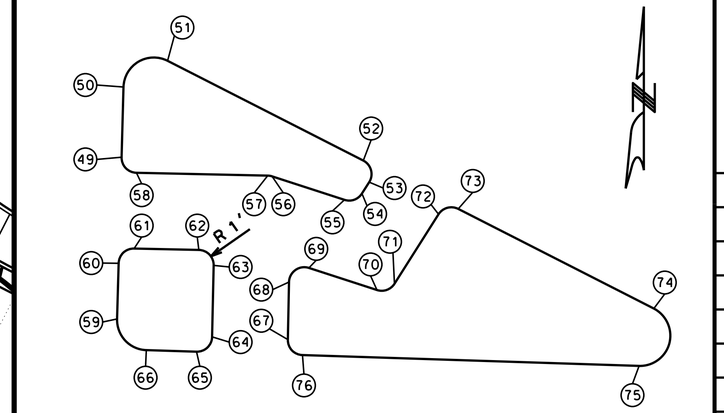




RANGELINE ROAD
BL49

65'





140

NORTHWEST ISLAND LAYOUT		
POINT #	STATION	OFFSET
25	9+53.41	29.00' LT
26	9+52.00	32.43' LT
27	9+55.33	35.85' LT
28	9+56.75	35.89' LT
29	9+58.57	34.12' LT
30	9+58.87	33.42' LT
31	9+58.91	30.01' LT
32	9+57.91	29.00' LT
33	9+59.86	41.12' LT
34	9+64.16	46.92' LT
35	9+67.81	45.80' LT
36	9+67.84	38.46' LT

NORTHWEST ISLAND LAYOUT		
POINT #	STATION	OFFSET
37	9+66.85	37.45' LT
38	9+62.78	37.41' LT
39	9+62.07	37.70' LT
40	9+59.94	39.78' LT
41	9+60.25	30.00' LT
42	9+63.89	31.42' LT
43	9+64.88	32.43' LT
44	9+66.86	32.45' LT
45	9+67.87	31.46' LT
46	9+67.87	31.01' LT
47	9+65.87	29.00' LT
48	9+64.91	29.00' LT

NORTHEAST ISLAND LAYOUT		
POINT #	STATION	OFFSET
49	10+32.84	39.17' LT
50	10+32.82	43.81' LT
51	10+35.67	45.63' LT
52	10+48.79	39.46' LT
53	10+49.23	38.05' LT
54	10+48.78	37.28' LT
55	10+47.64	36.83' LT
56	10+42.81	38.23' LT
57	10+40.82	38.20' LT
58	10+33.85	38.18' LT
59	10+32.88	28.49' LT
60	10+32.87	32.17' LT
61	10+33.86	33.17' LT
62	10+38.13	33.22' LT

NORTHEAST ISLAND LAYOUT		
POINT #	STATION	OFFSET
63	10+39.14	31.39' LT
64	10+39.19	27.51' LT
65	10+38.19	26.50' LT
66	10+34.88	26.50' LT
67	10+44.20	27.49' LT
68	10+44.15	31.29' LT
69	10+45.43	32.19' LT
70	10+49.97	30.95' LT
71	10+51.11	31.40' LT
72	10+53.87	36.07' LT
73	10+55.16	36.47' LT
74	10+68.27	30.31' LT
75	10+67.42	26.50' LT
76	10+45.20	26.50 LT

STA. 140+30.80
RANGELINE ROAD=
STA. 10+00.00
15TH STREET

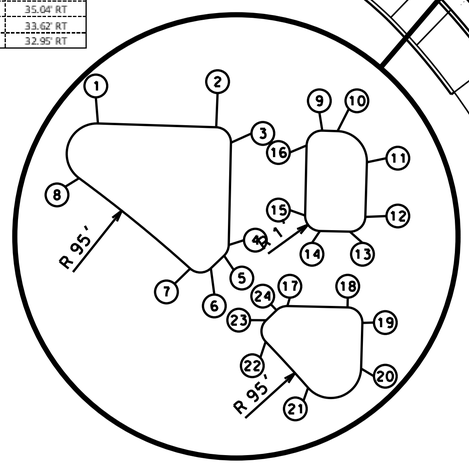
15TH STREET

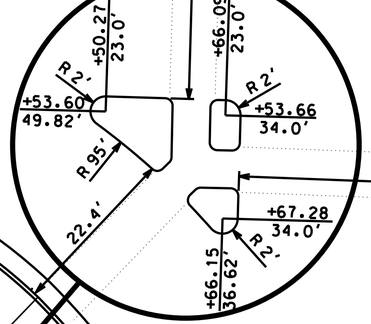
50'

48'

NOTE:
ALL ISLANDS ARE
8" THICK CONCRETE

SOUTHWEST ISLAND LAYOUT		
POINT #	STATION	OFFSET
1	9+50.27	21.00' RT
2	9+58.08	21.00' RT
3	9+59.08	22.00' RT
4	9+59.16	28.74' RT
5	9+58.87	29.88' RT
6	9+58.03	30.32' RT
7	9+56.67	30.38' RT
8	9+49.14	24.65' RT
9	9+65.08	21.00' RT
10	9+66.09	21.00' RT
11	9+68.09	23.00' RT
12	9+68.11	26.60' RT
13	9+67.12	27.60' RT
14	9+65.15	27.63' RT
15	9+64.13	26.64' RT
16	9+64.08	22.71' RT
17	9+63.15	32.65' RT
18	9+67.13	32.61' RT
19	9+68.14	33.60' RT
20	9+68.15	36.61' RT
21	9+64.69	38.00' RT
22	9+61.80	35.04' RT
23	9+61.78	33.62' RT
24	9+62.44	32.95' RT

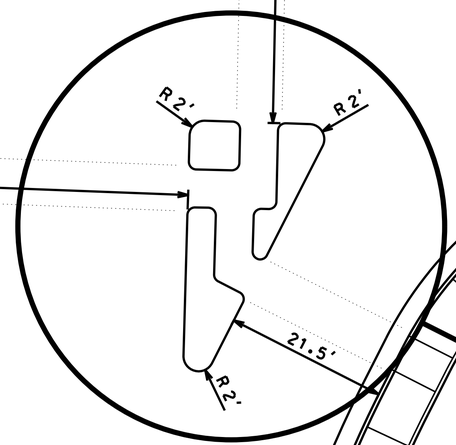




9

10

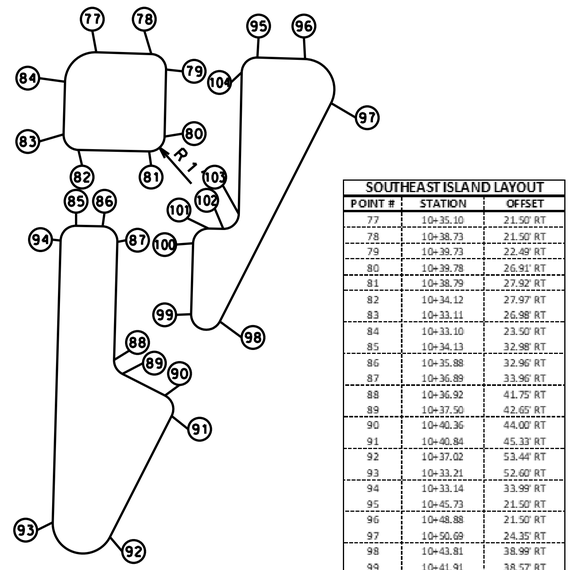
65'



141

NOTE:
ALL INSIDE
RADIUS ARE 1'

SCALE
0 10 20 30



SOUTHEAST ISLAND LAYOUT		
POINT #	STATION	OFFSET
77	10+35.10	21.50' RT
78	10+38.73	21.50' RT
79	10+39.73	22.49' RT
80	10+39.78	26.91' RT
81	10+38.79	27.92' RT
82	10+34.12	27.97' RT
83	10+33.11	26.98' RT
84	10+33.10	23.50' RT
85	10+34.13	32.98' RT
86	10+35.88	32.96' RT
87	10+36.89	33.96' RT
88	10+36.92	41.75' RT
89	10+37.50	42.65' RT
90	10+40.36	44.00' RT
91	10+40.84	45.33' RT
92	10+37.02	53.44' RT
93	10+33.21	52.60' RT
94	10+33.14	33.99' RT
95	10+45.73	21.50' RT
96	10+48.88	21.50' RT
97	10+50.69	24.35' RT
98	10+43.81	38.99' RT
99	10+41.91	38.57' RT
100	10+41.89	33.89' RT
101	10+42.88	32.89' RT
102	10+43.84	32.88' RT
103	10+44.83	31.87' RT
104	10+44.73	22.51' RT

SPECIAL SHEET
ISLAND DETAILS
SHEET 1 OF 8

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	13

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

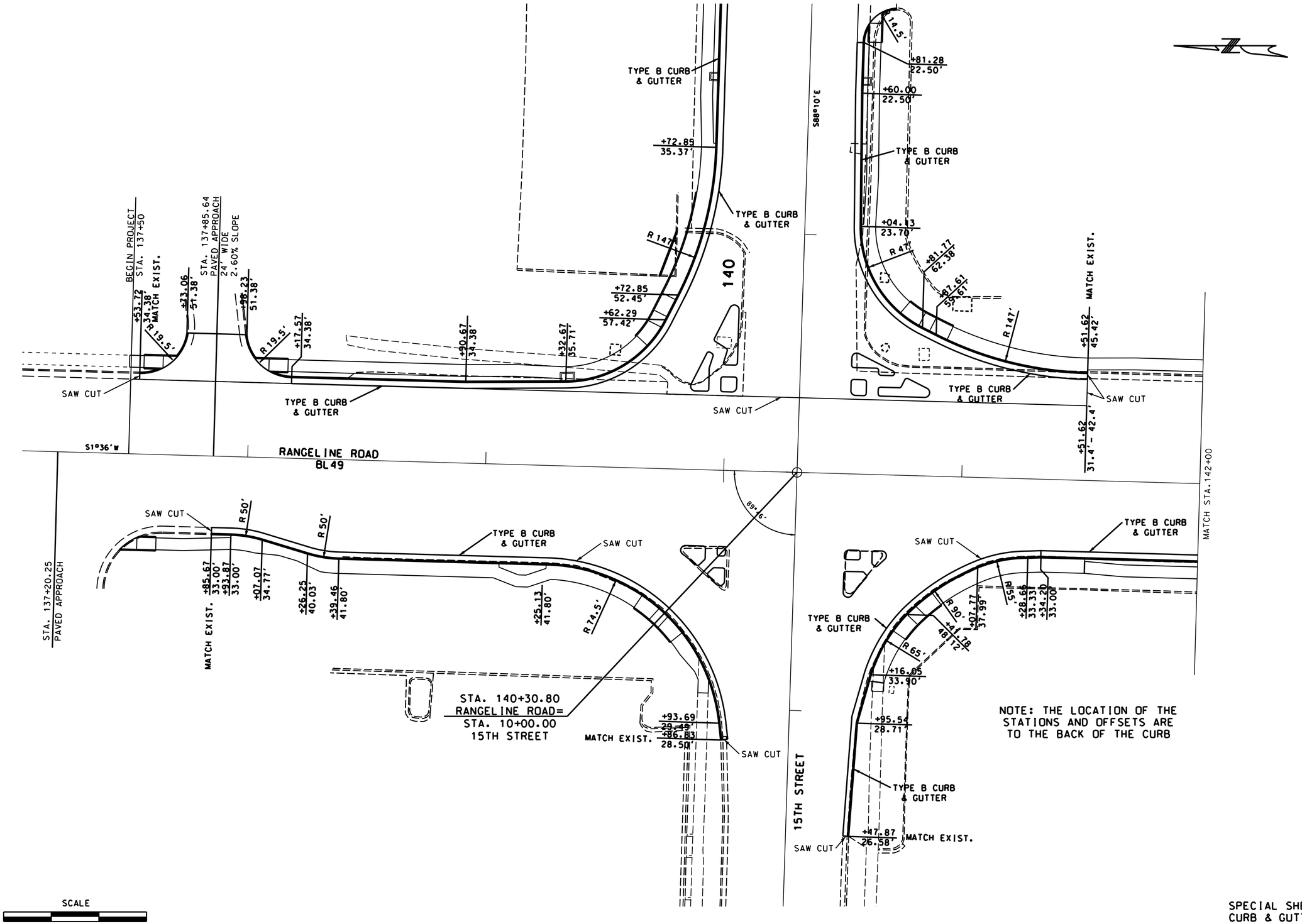
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
816 3TH STREET, BOX 348, HERMANN, MISSOURI 65041 (573) 226-3012
ANDERSON CORP 000002 - ANDREW EckHART, PE# 2009001717



SPECIAL SHEET
CURB & GUTTER
SHEET 2 OF 8

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	14

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

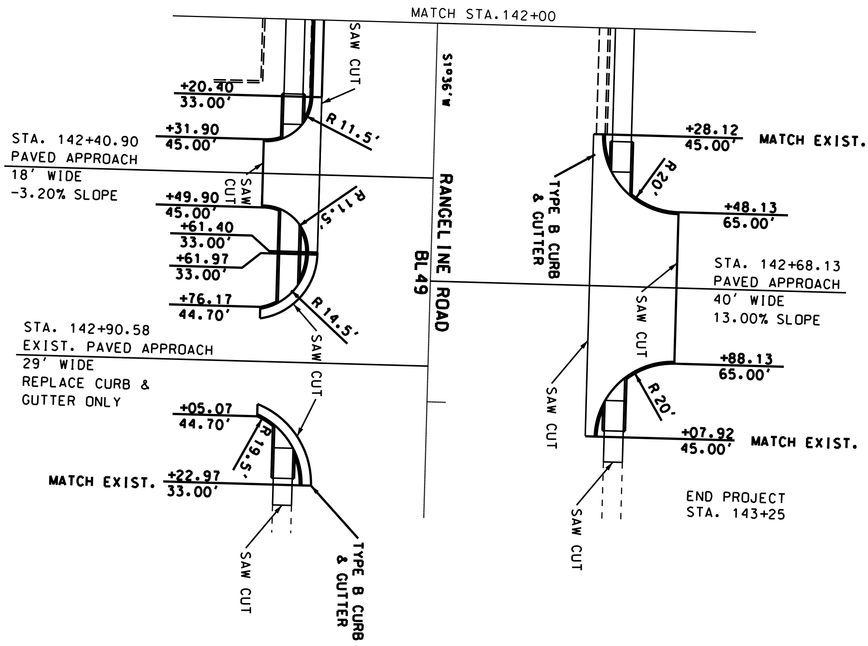
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
218 STATE ROUTE 291 • HIGGINSVILLE, MISSOURI 64037 • (816) 524-8972
ANDERSON COA# 000062 • ANDREW ECKHART, PE# 2009018117

0 20 40 60
SCALE



NOTE: THE LOCATION OF THE STATIONS AND OFFSETS ARE TO THE BACK OF THE CURB

SPECIAL SHEET
CURB & GUTTER
SHEET 3 OF 8

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
218 5TH, P.O.BOX 286 · MONETT, MISSOURI 65708 · PHONE (417) 236-0112
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 2009008117

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MoDOT
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

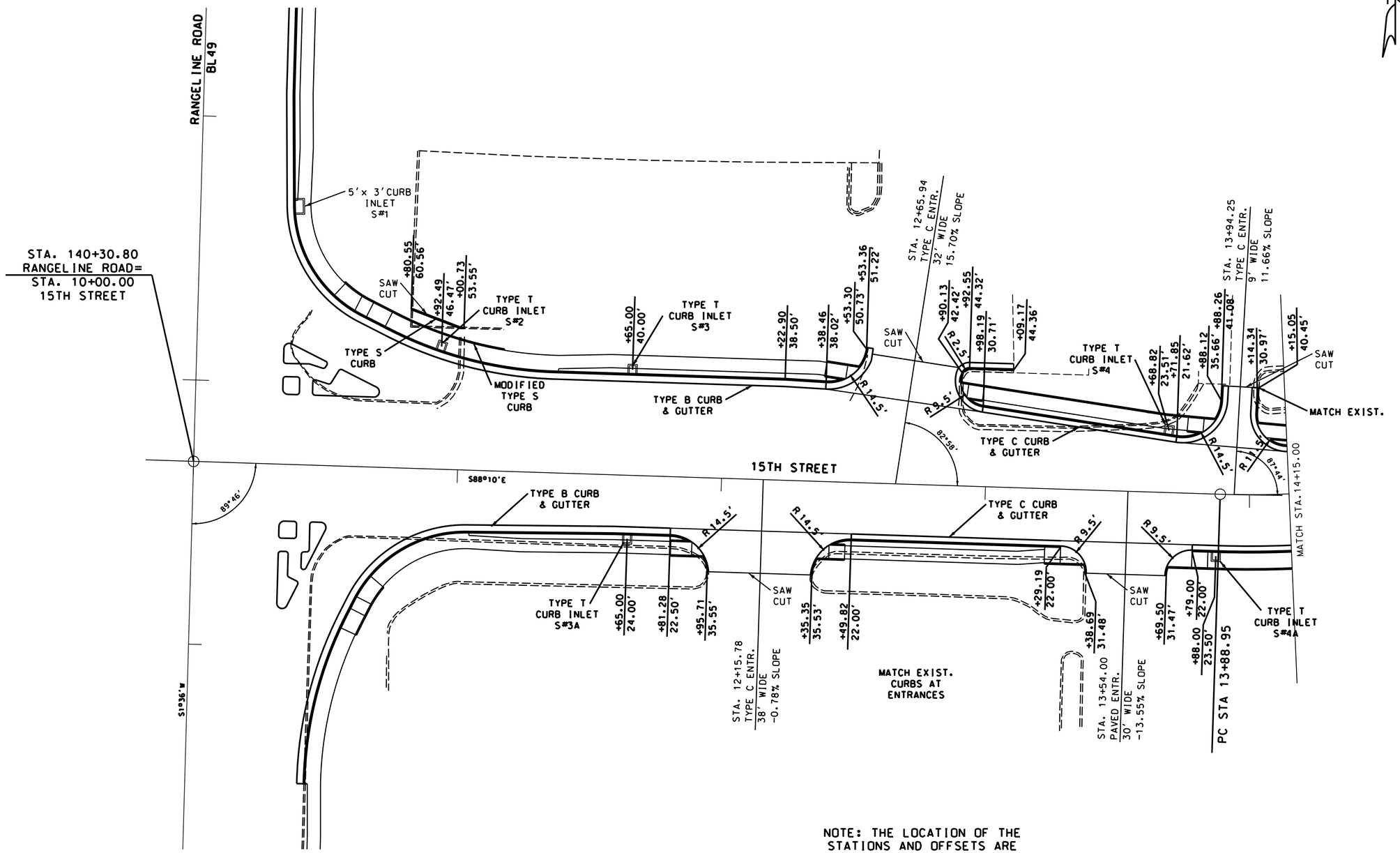
DATE	DESCRIPTION

BRIDGE NO.
PROJECT NO.
CONTRACT ID. JTS3430
JOB NO. J7S3430
COUNTY JASPER
ROUTE BL 49
DISTRICT SW
STATE MO
SHEET NO. 15
DATE PREPARED 2/23/2024

STATE OF MISSOURI
SEAN LEE MALLOCK
NUMBER PE-2009008117
PROFESSIONAL ENGINEER

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

NOTE:
SEE CITY OF JOPLIN STANDARDS
FOR TYPE C ENTRANCE &
TYPE C CURB & GUTTER.



NOTE: THE LOCATION OF THE
STATIONS AND OFFSETS ARE
TO THE BACK OF THE CURB

SCALE
0 20 40 60

SPECIAL SHEET
CURB & GUTTER
SHEET 4 OF 8

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	16

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

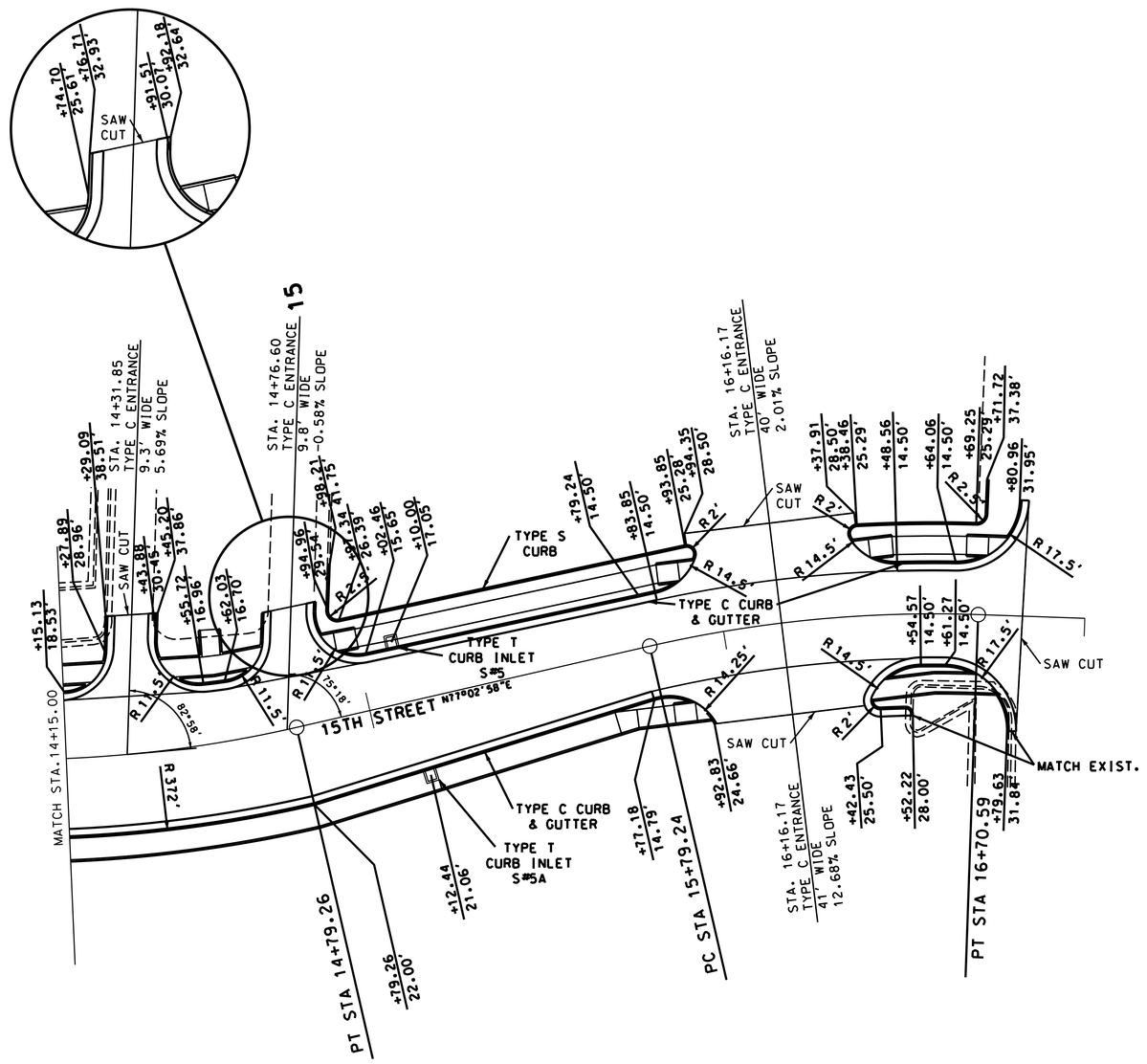
DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2114 E. 32nd, JOPLIN, MISSOURI 64804 (417) 624-3172
ANDERSON COA# 000062 • ANDREW ECKHART, PE# 2009018117

NOTE:
SEE CITY OF JOPLIN STANDARDS
FOR TYPE C ENTRANCE &
TYPE C CURB & GUTTER.



NOTE: THE LOCATION OF THE
STATIONS AND OFFSETS ARE
TO THE BACK OF THE CURB

SCALE
0 20 40 60

SPECIAL SHEET
CURB & GUTTER
SHEET 5 OF 8

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	17

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
STATE CERTIFICATE OF AUTHORITY: MISSOURI ENGINEERING - 001135; SURVEYING
ANDERSON CORP 000062 - ANDREW ECKHART, PE# 2009018117

NOTE:
SEE MODOT STANDARDS
FOR TYPE T DROP INLETS.

EXIST 7' X 7'
JUNCTION BOX

STA. 137+43.53. 46.37' LT.
EXIST. 7' X 7' JUNCTION BOX

24" X 73' GROUP A PIPE

4' X 7'
JUNCTION
BOX

STA. 138+21.41. 47.07' LT.
4' X 7' JUNCTION BOX

24" X 14' GROUP A PIPE
WITH 24" F.E.S.

24" X 109' GROUP A PIPE

RANGELINE ROAD
BL 49

T#1
STA. 139+33.20. 37.29' LT.
5' X 3' TYPE T D.I.

T#2
STA. 10+92.48. 46.47' LT.
2.5' X 3' TYPE T D.I.

T#3
STA. 11+65.02. 40.00' LT.
2.5' X 3' TYPE T D.I.

T#4
STA. 13+68.82. 23.51' LT.
2.5' X 3' TYPE T D.I.

T#5
STA. 15+10.03. 17.05' LT.
2.5' X 3' TYPE T D.I.

T#1
35°
+51.79
67.27'
+63.74
52.07'

24" X 76' GROUP A PIPE

24" X 71' GROUP A PIPE

24" X 202' GROUP A PIPE

18" X 134' GROUP A PIPE

T#2
T#3
T#4
T#5

STA. 140+30.80
RANGELINE ROAD=
STA. 10+00.00
15TH STREET

24" GROUP A PIPE

TYPE B CURB
& GUTTER

TYPE C CURB
& GUTTER

18" X 61' GROUP A PIPE

15TH STREET

S88°10'E

18" X 48' GROUP A PIPE

18" X 35' GROUP A PIPE

89°46'

TYPE B CURB
& GUTTER

TYPE C CURB
& GUTTER

T#5A

T#3A

T#4A

PC STA 13+88.95

T#3A
STA. 11+65.02. 24.01' RT.
2.5' X 3' TYPE T D.I.

T#4A
STA. 13+88.03. 23.47' RT.
2.5' X 3' TYPE T D.I.

T#5A
STA. 15+12.44. 21.06' RT.
2.5' X 3' TYPE T D.I.

SCALE
0 20 40 60

SPECIAL SHEET
STORM SEWER
SHEET 5A OF 8

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL-49	MO
DISTRICT	SHEET NO.
SW	17A

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.
.

PROJECT NO.
.

BRIDGE NO.
.

DESCRIPTION	DATE
.	.
.	.
.	.
.	.
.	.
.	.
.	.

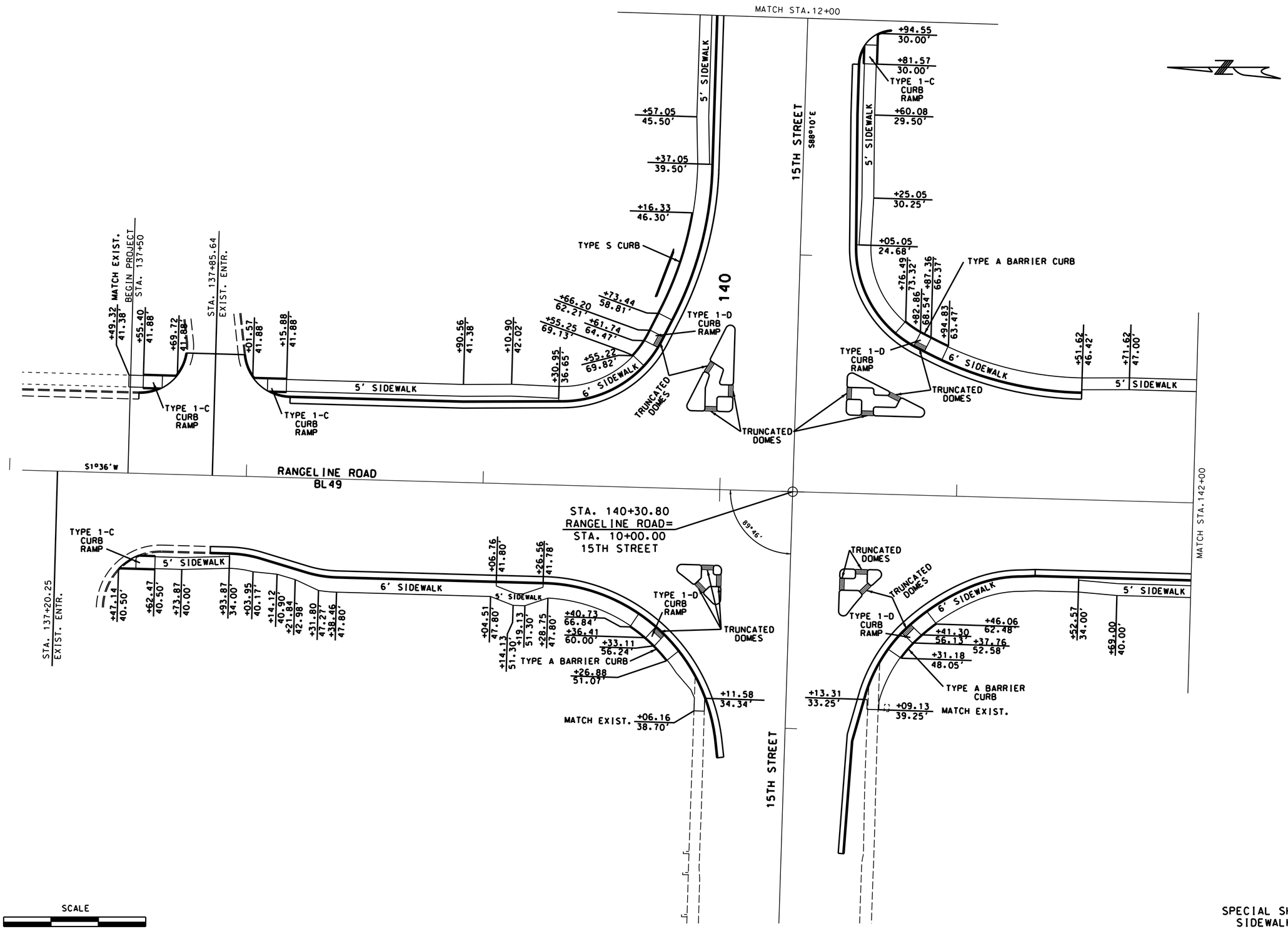
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

MoDOT

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
2118 STALLION DRIVE, JOPLIN, MISSOURI 64804 • (417) 624-4702
ANDERSON COA# 000067 • ANDREW ECKHART, PE # 2009007117



SPECIAL SHEET
SIDEWALKS
SHEET 6 OF 8

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	18

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

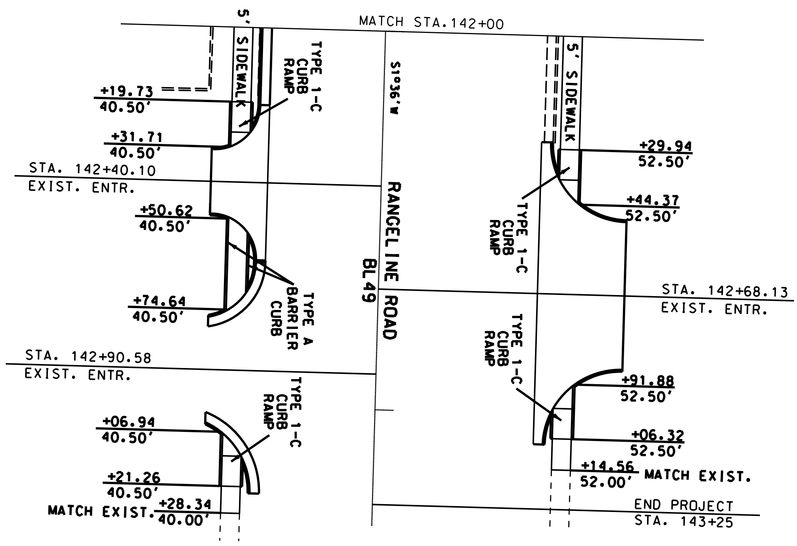
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
216 E. HIGH, P.O. BOX 2864, JEFFERSON CITY, MISSOURI 65102 PHONE: (573) 634-2910
MISSOURI COA # 000062 - ANDREW ECKHART, PE # 2009018117

SCALE
0 20 40 60



SPECIAL SHEET
SIDEWALKS
SHEET 7 OF 8

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
218 5TH., P.O.BOX 286 · MONETT, MISSOURI 65708 · PHONE (417) 236-0112
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 2009018117

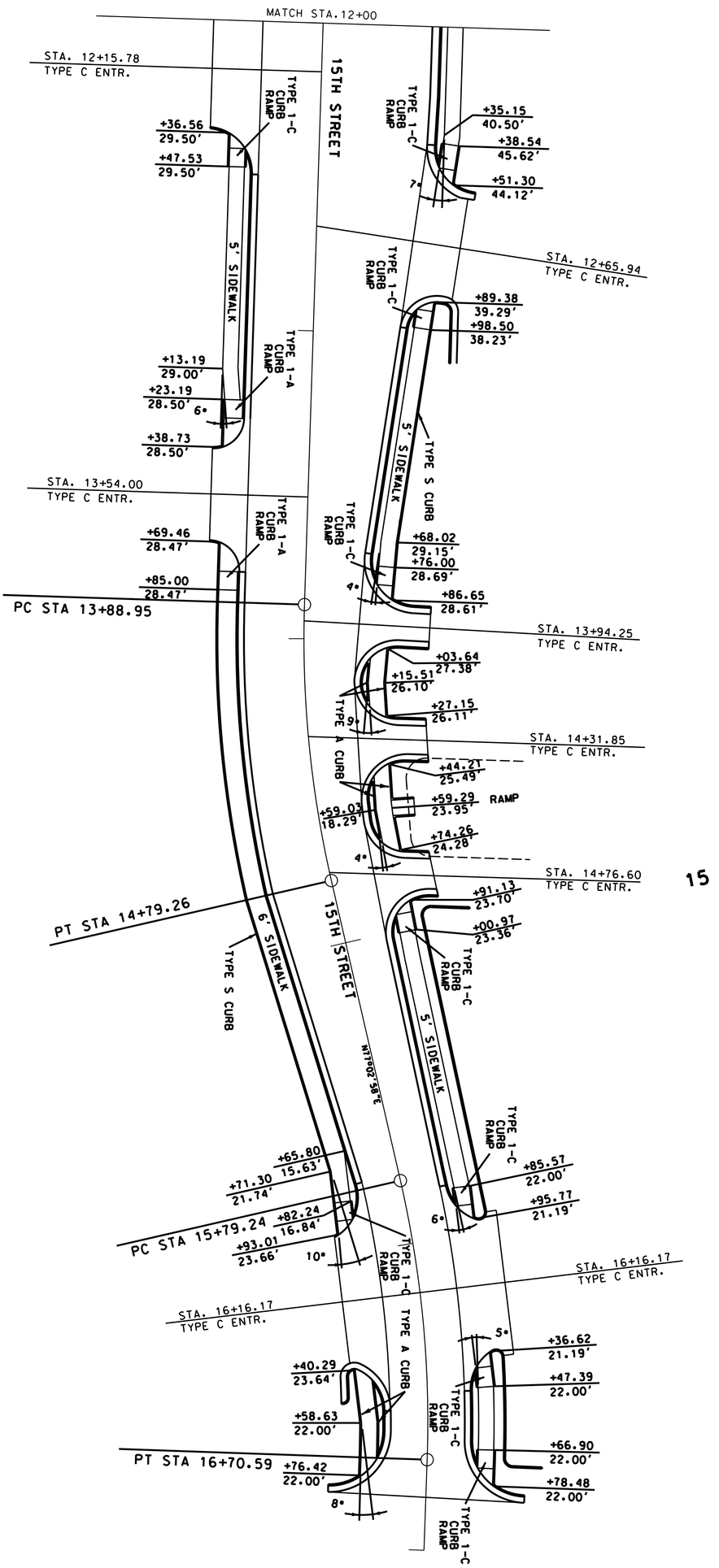
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MoDOT
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

DATE	DESCRIPTION

BRIDGE NO.
PROJECT NO.
CONTRACT ID.
JOB NO. J7S3430
COUNTY JASPER
DISTRICT SW
ROUTE BL 49
STATE MO
SHEET NO. 19
DATE PREPARED 2/23/2024

STATE OF MISSOURI
SEAN LEE MALLOCK
NUMBER PE-2009018117
PROFESSIONAL ENGINEER

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



SPECIAL SHEET
SIDEWALKS
SHEET 8 OF 8

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
218 5TH, P.O.BOX 286, MONETT, MISSOURI 65708 · PHONE (417) 236-0112
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 2009081?

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MoDOT
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

DATE	DESCRIPTION

BRIDGE NO.
PROJECT NO.
CONTRACT ID.
JOB NO. J7S3430
COUNTY JASPER
DISTRICT SW
SHEET NO. 20
ROUTE BL 49
STATE MO
DATE PREPARED 2/23/2024

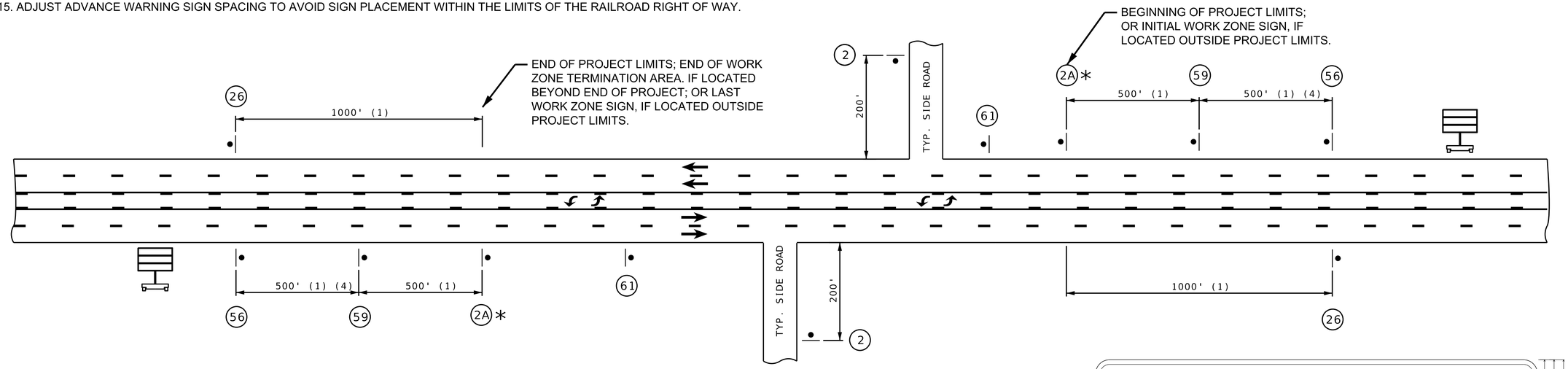
STATE OF MISSOURI
SEAN LEE MALLOCK
NUMBER 2009081?
PROFESSIONAL ENGINEER

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

REVISED: 4/18/2023

GENERAL NOTES:

1. ANY EXISTING SIGNS THAT CONFLICT WITH THE TRAFFIC CONTROL SIGNING SHALL BE COMPLETELY COVERED OR REMOVED.
2. TEMPORARY SIGNING SHOWN IS FOR WORK ON ONE SIDE OF THE ROAD. FOR WORK ON THE OTHER SIDE, REVERSE ORDER OF THE SIGNS AND CHANNELIZERS.
3. SIGNING SHOWN SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE.
4. ALTERNATE TRAFFIC CONTROL MAY BE USED AS NEEDED AT THE APPROVAL OF THE ENGINEER.
5. REFER TO STANDARD DRAWING 616.10, 619.10, AND 620.10 FOR ADDITIONAL DETAILS AND 903.03 FOR SIGN AND SIGN MOUNTING REQUIREMENTS.
6. SPEED LIMIT SIGNS INDICATING THE NORMAL SPEED LIMIT SHALL BE INSTALLED AT THE END OF THE WORK ZONE, PROVIDED NO FURTHER WORK ZONES WILL BE ENCOUNTERED WITHIN THE NEXT 1/2 MILE.
7. TEMPORARY SPEED LIMIT SIGNS SHALL BE COVERED OR REMOVED WHEN THE CONDITIONS REQUIRING REDUCED SPEEDS DO NOT EXIST.
8. NO DIRECT PAYMENT WILL BE MADE FOR THE RELOCATION OF CHANNELIZERS, CONSTRUCTION SIGNS, OR FLASHING ARROW PANEL.
9. ALL SIGNS, EXCEPT "RATE OUR WORK ZONES" SHALL BE PORTABLE MOUNT AND ARE TO BE MOVED AS WORK PROGRESSES, UNLESS OTHERWISE NOTED. ALL TRAFFIC CONTROL ITEMS SHALL BE REMOVED FROM THE ROADWAY DURING NON-WORKING HOURS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING PROPER TRAFFIC CONTROL SETUPS THROUGHOUT CONSTRUCTION AS DESCRIBED IN THESE PLANS OR AS APPROVED BY THE ENGINEER.
11. WHERE MINIMUM LANE WIDTHS CANNOT BE ACHIEVED ON THE SIDE STREETS, THE CONTRACTOR SHALL CLOSE HALF OF THE APPROACH AND POSITION A FLAGGER AT EACH END OF THE WORK AREA. LOCATION TO BE DETERMINED BY THE ENGINEER. ADVANCE FLAGGER SIGNING SHALL BE INSTALLED AS OUTLINED IN THE MUTCD.
12. THE CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS TO ALL BUSINESSES AND STREETS. NO STREET OR ENTRANCE SHALL BE COMPLETELY BLOCKED.
13. SPACING & DISTANCES OF TRAFFIC CONTROL DEVICES ARE APPROXIMATE. THE EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD & APPROVED BY THE ENGINEER.
14. TRAFFIC CONTROL SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
15. ADJUST ADVANCE WARNING SIGN SPACING TO AVOID SIGN PLACEMENT WITHIN THE LIMITS OF THE RAILROAD RIGHT OF WAY.



TYPICAL BEGINNING AND END OF PROJECT

(4 LANE HIGHWAY WITH TURN LANE)

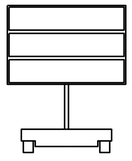
(1) DISTANCE MAY BE ADJUSTED ACCORDING TO FIELD CONDITIONS. WHERE TRAFFIC BACKUPS ARE EXPECTED BEYOND THE ADVANCE WARNING AREA, ADDITIONAL SIGNING MAY BE NEEDED.

(2) SIGN CONST-7-72 IS PLACED 500 FEET BEFORE THE BEGINNING OF PROJECT LIMITS OR THE ROAD WORK AHEAD SIGN, WHEN THESE SIGNS ARE LOCATED OUTSIDE THE PROJECT LIMITS.

(3) CONST-5-96 SIGN IS PLACED IN A VISIBLE AREA WITHIN THE PROJECT LIMITS PROVIDED ITS PLACEMENT DOES NOT DISRUPT A SEQUENCE OF SIGNS. IF A VISIBLE LOCATION WITHIN THE PROJECT IS NOT AVAILABLE, THE SIGN MAY BE PLACED 500 FEET BEFORE SIGN CONST-7-72.

(4) THE "WORK ZONE NO PHONE ZONE" SIGN IS PLACED A MINIMUM OF 500 FEET BEFORE THE ROAD WORK AHEAD SIGN.

(5) CMS PLACEMENT SHALL BE APPROVED BY THE ENGINEER.

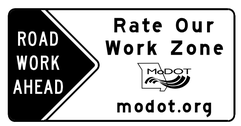


(5)



CONST-8

59 (4)



CONST-7-72

56 (2)



WO20-1

2A *



GO20-2

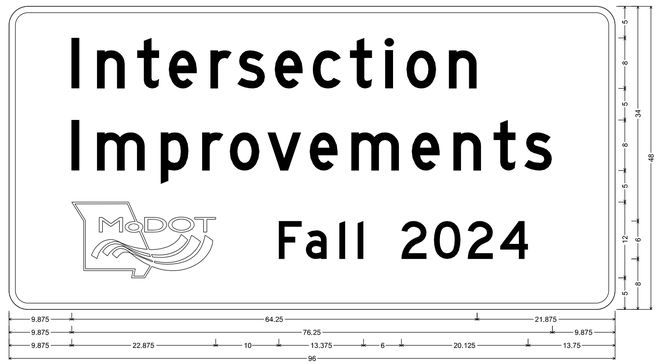
26



WO20-1

2

*SIGN 2A WITH AWRS MUST BE GROUND OR SKID MOUNTED.

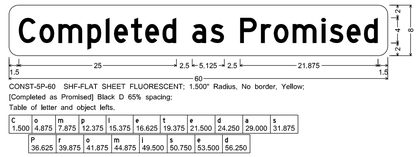


CONST-5-96 SH-FLAT SHEET:
3.000" Radius, 1.000" Border, White on, Blue;
"Intersection", D; "Improvements", D; "Fall 2024", D;
Table of letter and object lefts

l	n	t	e	r	s	e	c	t	i	o	n		
9.875	14.000	20.250	25.250	31.875	36.125	42.125	48.125	54.000	59.625	63.000	69.625		
I	m	p	r	o	v	e	m	e	n	t	s		
9.875	14.000	24.000	30.625	35.000	41.000	47.625	54.250	63.750	70.375	76.750	81.625		
☛	F	a	l	l	2	0	2	4					
9.875	42.750	47.000	52.375	55.250	62.125	67.375	72.625	77.875					

CONST-5-96

61 (3)



CONST-5P-60 SHF-FLAT SHEET FLUORESCENT; 1.500" Radius, No border, Yellow;
[Completed as Promised] Black D 65% spacing;
Table of letter and object lefts.

C	o	m	p	l	e	t	e	d	a	s	
1.500	4.875	7.875	12.375	15.375	16.625	19.375	21.500	24.250	29.000	31.875	
P	r	o	m	i	s	e	d				
36.625	39.875	41.875	44.875	49.500	50.750	53.500	56.250				

NOT TO SCALE

TRAFFIC CONTROL SHEET 1 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL 49	MO
DISTRICT	SHEET NO.
SW	21

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
816 S. KIMBALL AVE. SUITE A, KANSAS CITY, MISSOURI 64133 (816) 356-0712
ANDERSON CO#: 000062 - ANDREW COUNTY, PE# 2005003717

SHOULDER WORK WITH MINOR TRAVELWAY ENCROACHMENT OR NO ENCROACHMENT
(UNDIVIDED HIGHWAY)

REVISED: 5/11/2023

SPEED	SIGN SPACING (FT)	TAPER LENGTH (FT)		OPTIONAL	CHANNELIZER SPACING (FT)	
PERMANENT POSTED (MPH)	UNDIVIDED HIGHWAYS (S)	SHOULDER(1) (T1)	LANE(2) (T2)	BUFFER LENGTH (FT) (B)	TAPERS	BUFFER/ WORK AREAS
0-35	200	70	245	280	35	40
40-45	350	150	540	400	40	80
50-55	500	185	660	560	50	80
60-70	1000	235	840	840	60	120

NOTES:

(1) SHOULDER TAPER LENGTH BASED ON 10 FT. (STANDARD SHOULDER WIDTH) OFFSET.
(2) LANE TAPER LENGTH BASED ON 12 FT. (STANDARD LANE WIDTH) OFFSET.



WO20-1
(2)



WO21-5
(21)



WO5-1
(43)*



GO20-5aP



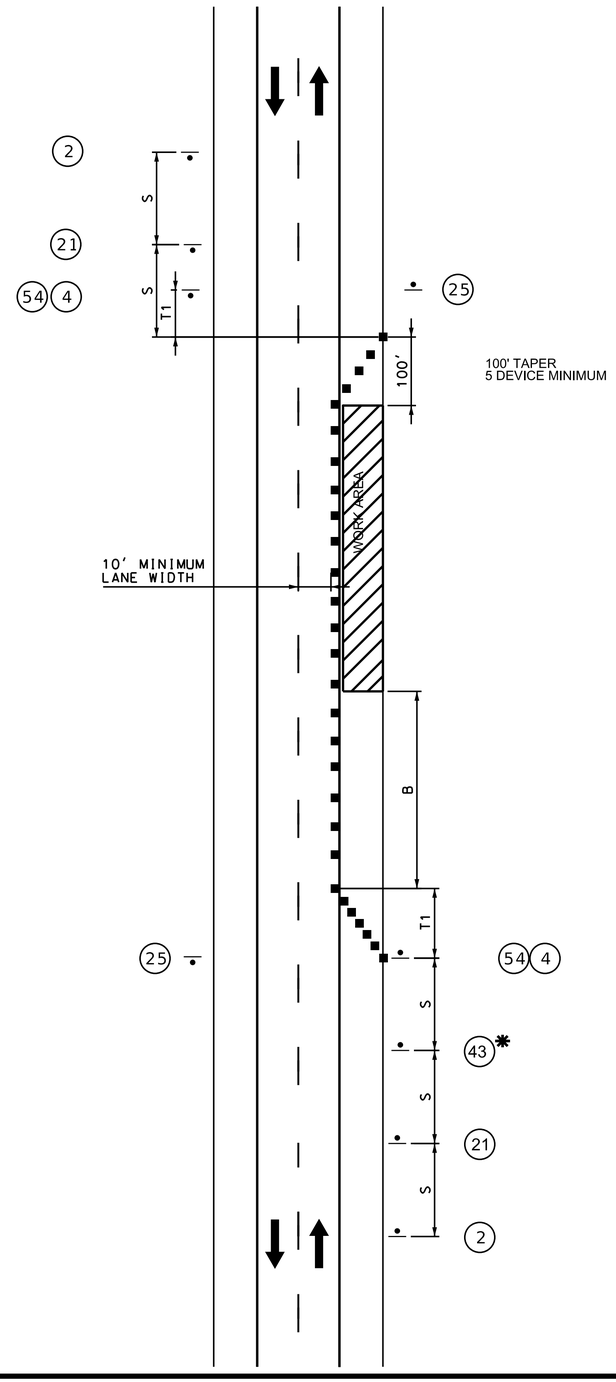


R2-1
(54)
(4)



R2-1
(25)
(NORMAL SPEED)

* OMIT SIGN 43 FOR NO TRAVELWAY ENCROACHMENT



NOT TO SCALE

TRAFFIC CONTROL
SHEET 2 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	22

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

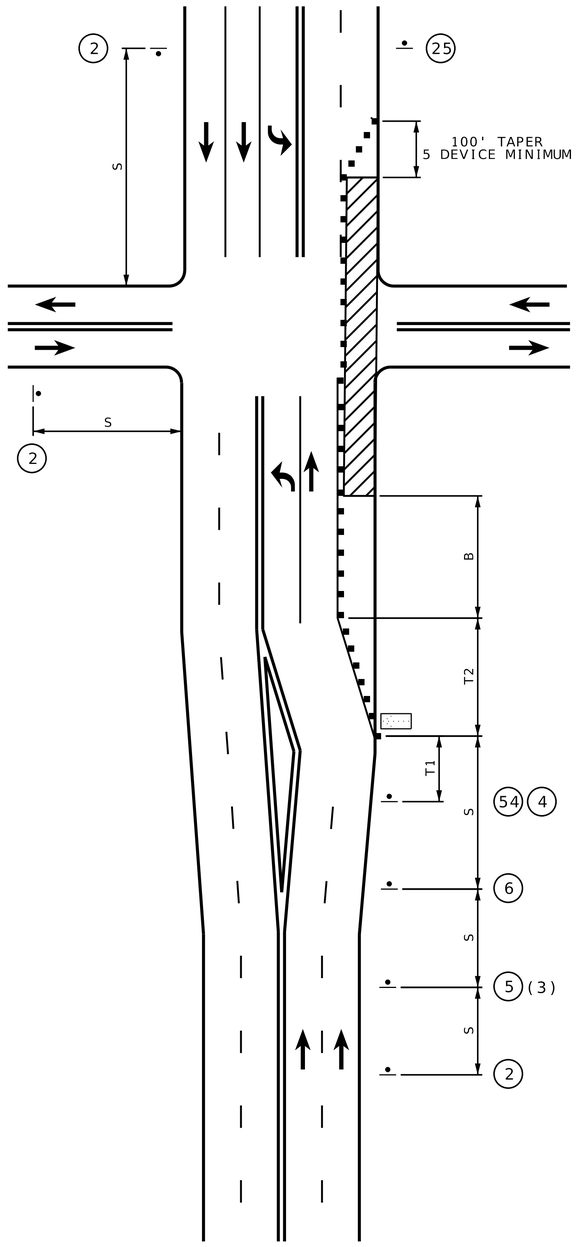
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
218 S7th, P.O.BOX 284, NEMO, MISSOURI 63530 · PHONE (417) 236-0112
ANDERSON CoA# 000082 · AMEREN Econ#: MO# 2009001117

REVISED: 4/27/2023



WORK ON NEAR OR FAR SIDE

RIGHT LANE CLOSURE AT INTERSECTION

SPEED	SIGN SPACING (FT)		TAPER LENGTH (FT)		OPTIONAL	CHANNELIZER SPACING (FT)	
PERMANENT POSTED (MPH)	UNDIVIDED HIGHWAYS (S)	DIVIDED HIGHWAYS (S)	SHOULDER(1) (T1)	LANE(2) (T2)	BUFFER LENGTH (FT) (B)	TAPERS	BUFFER/ WORK AREAS
0-35	200	200	70	245	280	35	40
40-45	350	500	150	540	400	40	80
50-55	500	1000	185	660	560	50	80
60-70	1000	SA - 1000 SB - 1500 SC - 2640	235	840	840	60	120

NOTES:

(1) SHOULDER TAPER LENGTH BASED ON 10 FT. (STANDARD SHOULDER WIDTH) OFFSET.
(2) LANE TAPER LENGTH BASED ON 12 FT. (STANDARD LANE WIDTH) OFFSET.

FOR SIGNALIZED INTERSECTIONS, ADJUSTMENTS MAY NEED TO BE MADE TO SIGNAL PHASING, TIMING, INDICATIONS OR DETECTOR SETTINGS.

REMOVE AND/OR MODIFY EXISTING PAVEMENT MARKING AS NEEDED.

PAVEMENT MARKING AND BARRICADES OPTIONAL FOR SHORT TERM OPERATIONS.

TEMPORARY PAVEMENT MARKING REQUIRED WITH LONG TERM LANE CLOSURES.

FOR SHORT TERM OPERATIONS, WHERE IT IS NOT FEASIBLE TO MODIFY PAVEMENT MARKING, A 10-FEET DEVICE SPACING IS USED WHERE TRAFFIC IS GUIDED ACROSS DOUBLE YELLOW LINES OR OTHER CONFLICTING PAVEMENT MARKING. ALL OTHER SPACINGS ARE ONE-HALF OF THE SPACING.

(3) RIGHT LANE CLOSED AHEAD SIGN MAY BE OMITTED IN LOW SPEED URBAN AREAS WHERE THERE IS NOT SUFFICIENT SPACE FOR THE FULL SIGN SERIES.

(4) TYPICAL APPLICATION ONLY APPLIES WHERE A SIGNIFICANT PERCENTAGE OF THE APPROACH TRAFFIC TURNS RIGHT.

(5) TEMPORARY ISLAND MAY BE USED TO EMPHASIZE THE MANDATORY RIGHT TURN MOVEMENT WHERE THERE IS A SUFFICIENT RIGHT TURN RADIUS.



WO20-1
(2)



WO20-5
(5)



WO20-6a
(6)

GO20-5aP

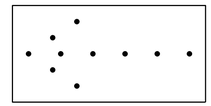




R2-1
(54)
(4)



R2-1
(25)
(NORMAL SPEED)



FLASHING ARROW PANEL
ARROW MODE

NOT TO SCALE

TRAFFIC CONTROL
SHEET 3 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL 49	MO
DISTRICT	SHEET NO.
SW	23

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

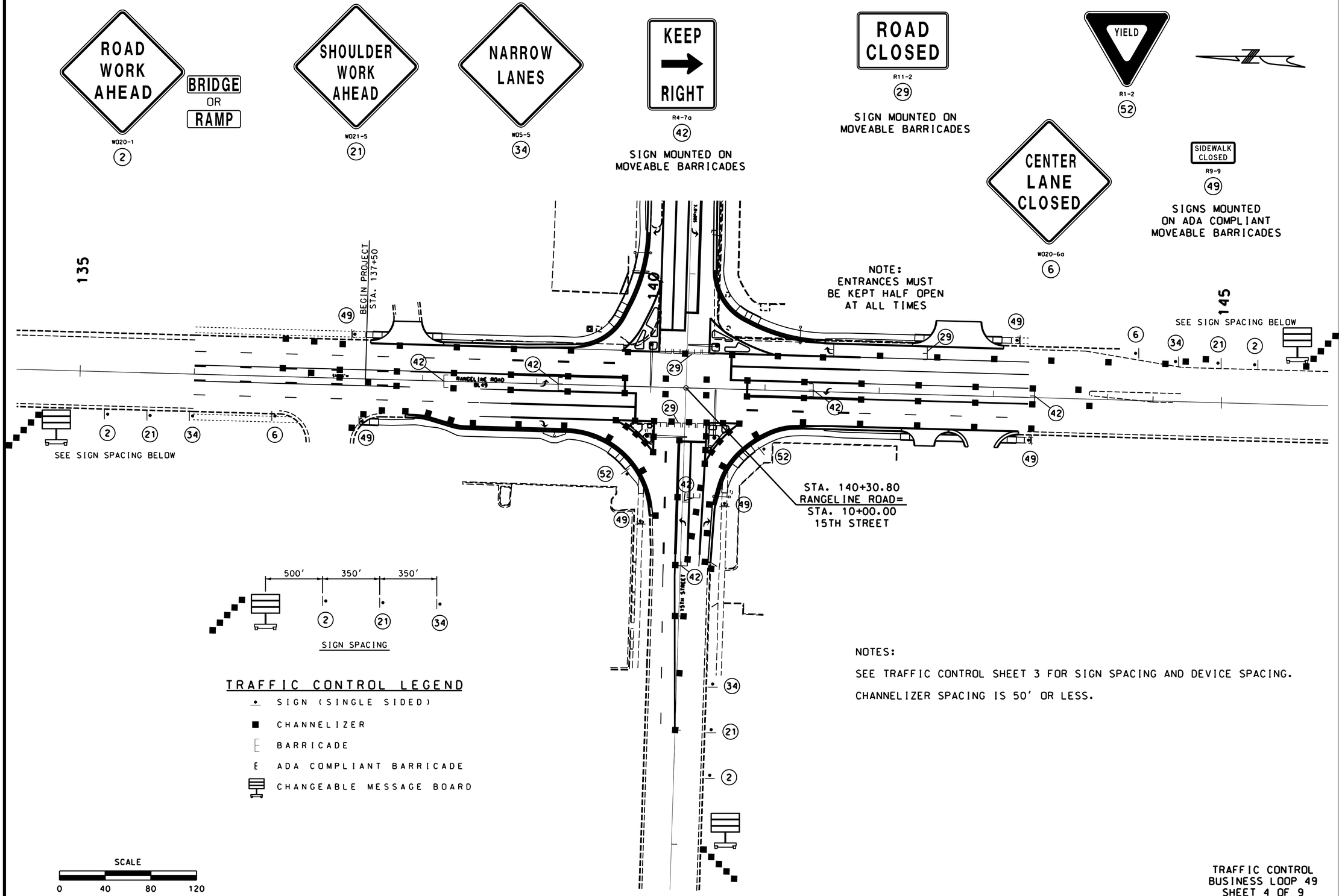
DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
816 S. KIMBALL AVE. KANSAS CITY, MISSOURI 64116 (816) 474-6892
ANDERSON COA# 000062 · ANDREY COMART. PE# 2009001??



NOTES:

SEE TRAFFIC CONTROL SHEET 3 FOR SIGN SPACING AND DEVICE SPACING.

CHANNELIZER SPACING IS 50' OR LESS.

TRAFFIC CONTROL
BUSINESS LOOP 49
SHEET 4 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	24

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

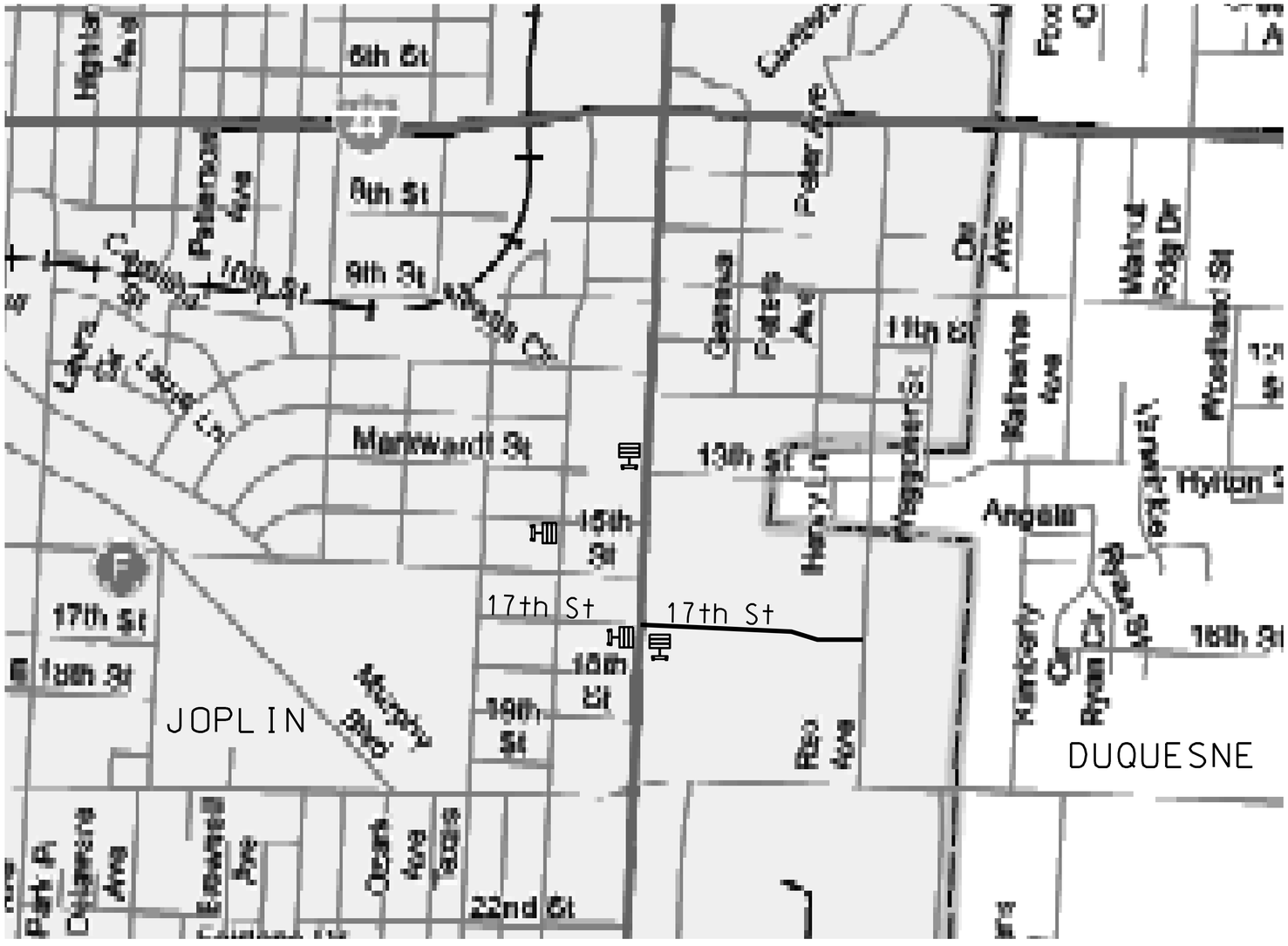
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
218 E. 17TH, P.O. BOX 1647, JOPLIN, MISSOURI 64802 (417) 624-6972
MISSOURI 2001018717 MO CA 000092 - ANDERSON COA# 000092 - ANDREW ECKHART, PE# 2009018717



TRAFFIC CONTROL LEGEND

CHANGEABLE MESSAGE BOARD

DRAWING NOT TO SCALE

LOCATION OF CMS'S
SPECIAL SHEET
SHEET 5 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

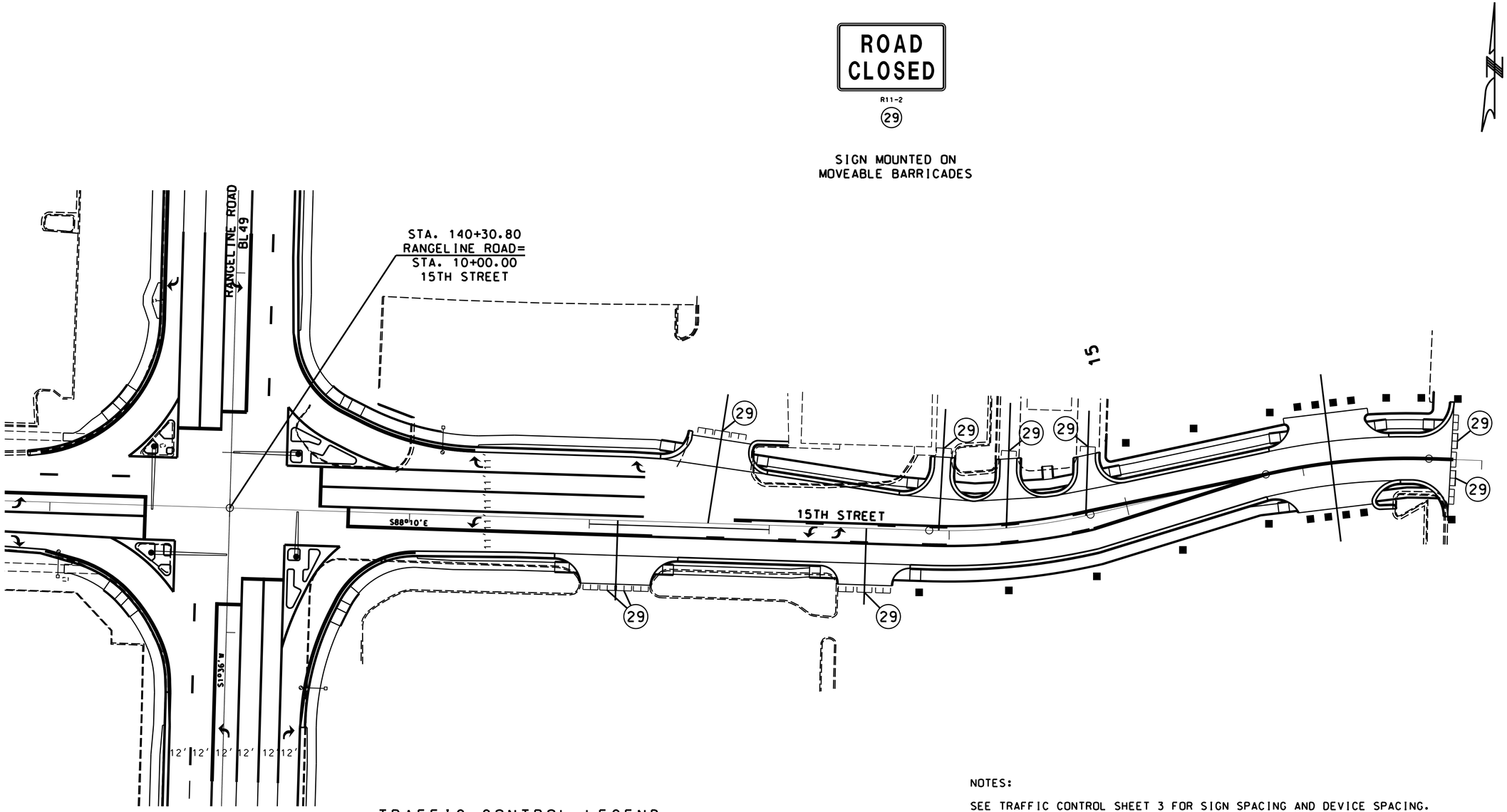
DATE PREPARED	2/23/2024
ROUTE	BL 49
STATE	MO
DISTRICT	SW
SHEET NO.	24A
COUNTY	JASPER
JOB NO.	J7S3430
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
816 THIRD AVENUE, 2ND FLOOR, HISTORIC ROSSLYN BUILDING, MISSOURI 65355 (417) 256-6112
ANDERSON COA# 000002 - ANDREW EGHART, PE# 2009038117



TRAFFIC CONTROL LEGEND

- SIGN (SINGLE SIDED)
- CHANNELIZER
- BARRICADE
- CHANGEABLE MESSAGE BOARD

SCALE

0 30 60 90

NOTES:

SEE TRAFFIC CONTROL SHEET 3 FOR SIGN SPACING AND DEVICE SPACING.

CHANNELIZER SPACING IS 50' OR LESS.

TRAFFIC CONTROL
BUSINESS LOOP 49
SHEET 6 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	25

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

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MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
218 E. 11TH ST. SEDALIA, MO 65301 (+1) 660-826-5112
ANDERSON COA# 000262 • ANDREW ECKHART, PE# 2009018117

REVISED: 4/26/2023



WO20-1

(2)



WO20-4

(7)



WO20-7a

(8)

GO20-5aP





R2-1

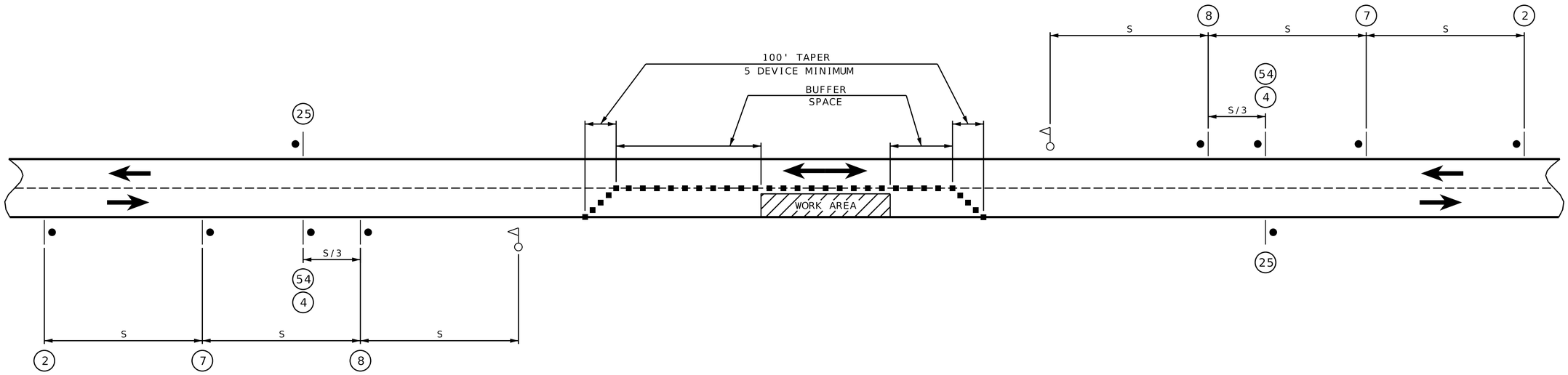
(54)
(4)



R2-1

(25)

(NORMAL SPEED)



NOTES:

CHANNELIZING DEVICES LOCATED DOWNSTREAM OF THE ONE-LANE, TWO-WAY TAPER ARE OPTIONAL.
THESE DEVICES SHOULD BE ELIMINATED WHEN THEIR USE WILL REDUCE THE USABLE LANE WIDTH, INCLUDING ANY ACCEPTABLE SHOULDERS, TO LESS THAN 10' OR WILL SIGNIFICANTLY AFFECT THE RESURFACING OPERATION.

FLAG ASSEMBLIES FOR SIGN W020-7a ARE SUBSIDIARY TO THE SIGN.

■ - CHANNELIZERS

- FLAGGER

- TRUCK MOUNTED ATTENUATOR

IF USED AT NIGHT, THE FLAGGER STATIONS SHALL BE ILLUMINATED WITH AN AVERAGE MAINTAINED INTENSITY OF 0.6 FOOTCANDLES (6.5 LUX).

SPEED	SIGN SPACING (FT) (1)	CHANNELIZER SPACING (FT)	OPTIONAL
PERMANENT POSTED (MPH)	UNDIVIDED HIGHWAYS (S)	BUFFER/ WORK AREAS	BUFFER LENGTH (FT)
0-35	200	40	280
40-45	350	80	400
50-55	500	80	560
60-70	1000	120	840

SPACING NOTES:

(1) SPACING BETWEEN SIGNS, BETWEEN LAST SIGN AND FLAGGER, BEGINNING OF TAPER OR SIGNED CONDITION.

SPACINGS MAY BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS, AS APPROVED BY ENGINEER.

LANE CLOSURE USING FLAGGERS
(UNDIVIDED HIGHWAY)

NOT TO SCALE

TRAFFIC CONTROL
SHEET 7 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL 49	MO
DISTRICT	SHEET NO.
SW	26

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

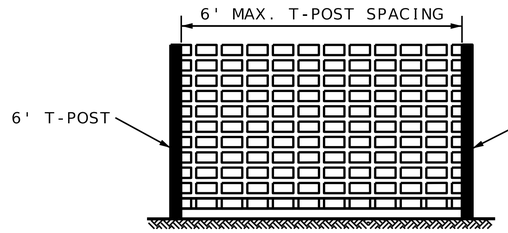
ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS, SURVEYORS, LABORATORIES, DRILLING
816 E. BLVD. KANSAS CITY, MISSOURI 64109 (816) 531-5672
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 2009037177

REVISED: 11-19-2018

NOTES:

1. NO DIRECT PAYMENT WILL BE MADE FOR ORANGE SAFETY FENCE AS REQUIRED AROUND EXCAVATION OF SIDEWALK & CURB RAMP AREAS.
2. SEE JSP's FOR PEDESTRIAN TRAFFIC DEVICES.
3. WORKING AREAS SHALL BE GUARDED FROM PEDESTRIAN ACCESS BY BARRICADE FENCING 36" TO 48" IN HEIGHT WITH A GAP NO GREATER THAN 6" FROM THE GROUND AND HOLES NO GREATER THAN 4" IN ANY DIRECTION.
4. PEDESTRIAN ACCESS ON SIDEWALK SHALL BE PROVIDED WITH A WIDTH NOT LESS THAN 4' OF SMOOTH STABLE SURFACING ADJACENT TO BARRICADE FENCING FOR ACCESS TO THE MAIN BUILDING.
5. SIDEWALK RAMP CLOSURES FOR RECONSTRUCTION SHALL BE PERFORMED WITH ADA COMPLIANT MOVEABLE BARRICADES. TWO BARRICADES PER PEDESTRIAN APPROACH. ONE SIDEWALK CLOSED SIGN WILL BE PLACED UPON ONE BARRICADE FOR EACH APPROACH, NO MORE THAN ONE 5' SECTION OF SIDEWALK RAMP SHALL BE CLOSED LEADING TO THE MAIN BUILDING AT ANY TIME ADJACENT TO THE WORK AREA.

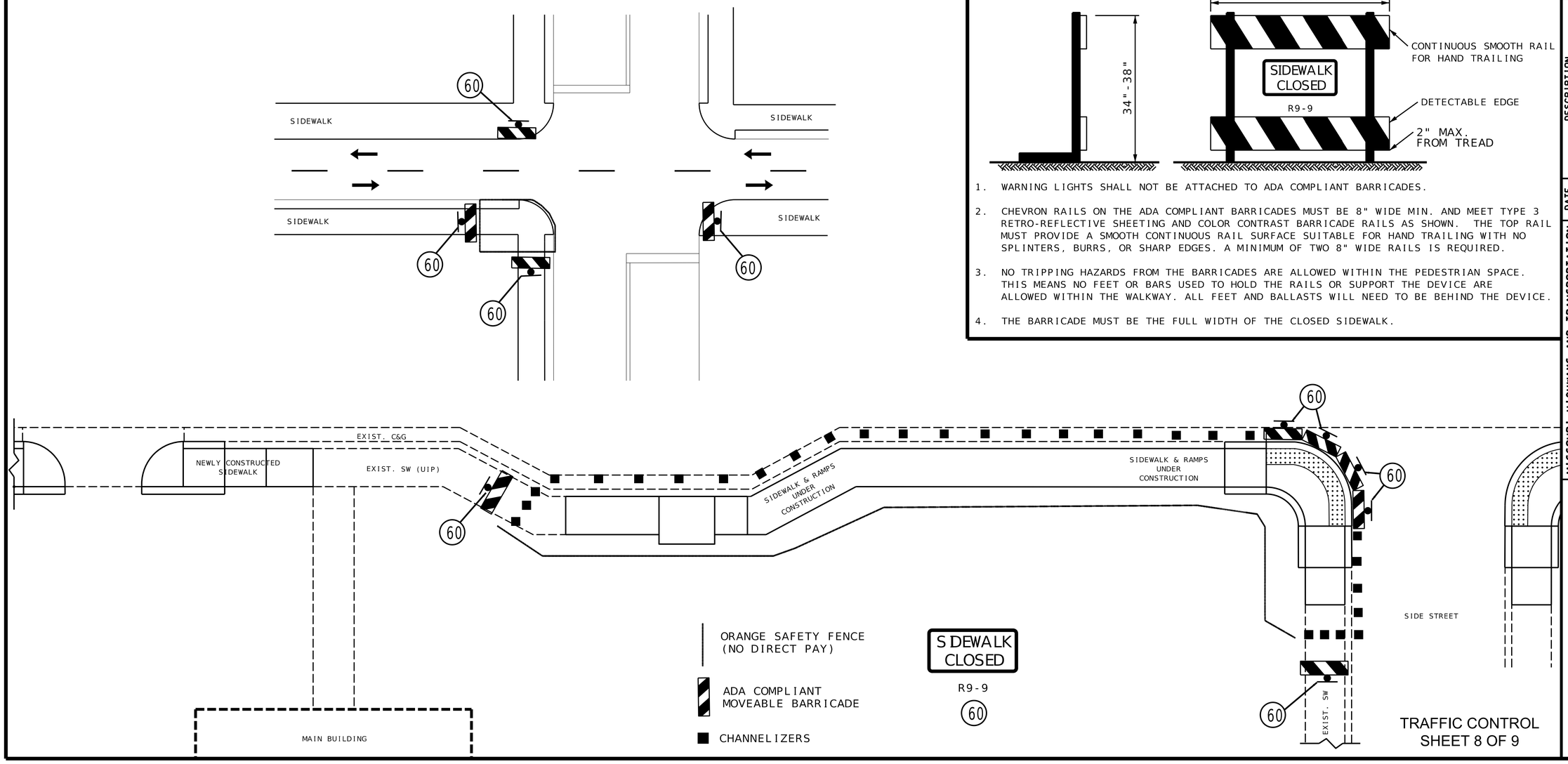
ORANGE PLASTIC SAFETY FENCE



NO DIRECT PAY.
PLASTIC SAFETY NETTING USED FOR BARRICADE FENCING SHALL BE SUPPORTED WITH T-POST, ADEQUATE FOUNDATIONS, AND BALLAST SO THAT THE FENCE REMAINS TAUT AND IN AN UP-RIGHT POSITION.

DUAL-LANE TYPICAL SIDEWALK CLOSURE

NOT TO SCALE



ADA COMPLIANT MOVEABLE BARRICADE

1. WARNING LIGHTS SHALL NOT BE ATTACHED TO ADA COMPLIANT BARRICADES.
2. CHEVRON RAILS ON THE ADA COMPLIANT BARRICADES MUST BE 8" WIDE MIN. AND MEET TYPE 3 RETRO-REFLECTIVE SHEETING AND COLOR CONTRAST BARRICADE RAILS AS SHOWN. THE TOP RAIL MUST PROVIDE A SMOOTH CONTINUOUS RAIL SURFACE SUITABLE FOR HAND TRAILING WITH NO SPLINTERS, BURRS, OR SHARP EDGES. A MINIMUM OF TWO 8" WIDE RAILS IS REQUIRED.
3. NO TRIPPING HAZARDS FROM THE BARRICADES ARE ALLOWED WITHIN THE PEDESTRIAN SPACE. THIS MEANS NO FEET OR BARS USED TO HOLD THE RAILS OR SUPPORT THE DEVICE ARE ALLOWED WITHIN THE WALKWAY. ALL FEET AND BALLASTS WILL NEED TO BE BEHIND THE DEVICE.
4. THE BARRICADE MUST BE THE FULL WIDTH OF THE CLOSED SIDEWALK.

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED: 2/23/2024
ROUTE: BL49 | STATE: MO
DISTRICT: SW | SHEET NO.: 27
COUNTY: JASPER
JOB NO.: J7S3430
CONTRACT ID.:
PROJECT NO.:
BRIDGE NO.:

DATE	DESCRIPTION

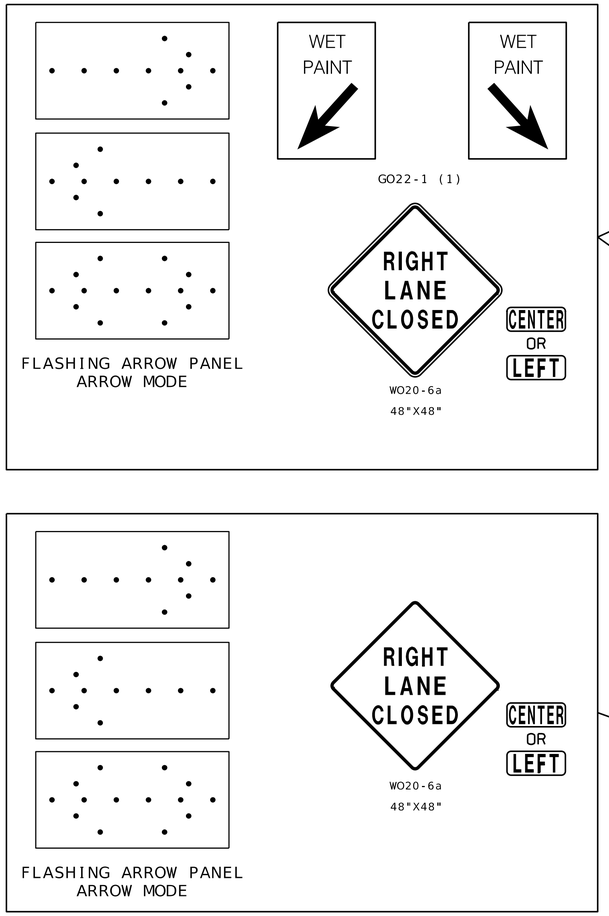
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
816 JEFFERSON BLVD. WARRENSBURG, MISSOURI 64093 (660) 226-5612
E-M: ANDERSON CO# 000062 - ANDREW ECKHART, PE# 2009087117

REVISED: 4/26/2023

SPEED	SPACING LENGTH (FT)
REGULATORY (MPH)	SPACING (T1)
0-35	245
40-45	540
50-55	660
60-70	840



NOTES:
UPON APPROVAL OF THE ENGINEER, THE CONTRACTOR MAY PROVIDE ADDITIONAL PROTECTIVE TRUCKS EQUIPPED WITH PROPER WARNING DEVICES.

PROTECTIVE TRUCK AND WORK VEHICLES SHALL DISPLAY HIGH-INTENSITY ROTATING, FLASHING, OSCILLATING, OR STROBE LIGHTS.

VEHICLE HAZARD WARNING SIGNALS SHALL NOT BE USED INSTEAD OF THE VEHICLE'S HIGH-INTENSITY ROTATING, FLASHING, OSCILLATING, OR STROBE LIGHTS.

FLASHING ARROW PANELS AND SIGNS SHALL BE INCIDENTAL TO TRUCK MOUNTED ATTENUATORS, WHEREVER USED. NO ADDITIONAL PAYMENT SHALL BE MADE.

(1) WET PAINT SIGNS ARE INSTALLED TO INDICATE THE SIDE IN WHICH THE PAVEMENT MARKING MATERIAL IS BEING APPLIED. AT THE CONTRACTOR'S OPTION, A FRONT FACING WET PAINT SIGN MAY BE INSTALLED ON THE LEFT SIDE OF THE PAVEMENT MARKING EQUIPMENT.

(2) ADVANCE WARNING TRUCK IS POSITIONED AT THE NO TRACK POINT OF THE PAVEMENT MARKING MATERIAL, OR SPACING SHOWN, WHICH EVER IS GREATER.

FLASHING ARROW PANELS SHALL, AS A MINIMUM, BE TYPE B, WITH A SIZE OF 60 X 30 INCHES.

VEHICLE-MOUNTED SIGNS SHALL BE MOUNTED IN A MANNER SUCH THAT THEY ARE NOT OBSCURED BY EQUIPMENT OR SUPPLIES. SIGN LEGENDS ON VEHICLE-MOUNTED SIGNS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.

A FLASHING ARROW BOARD SHALL BE USED WHEN A FREEWAY LANE IS CLOSED. WHEN MORE THAN ONE LANE CLOSED, A SEPARATE FLASHING ARROW PANEL BOARD SHALL BE USED FOR EACH CLOSED LANE.

NOT TO SCALE

CENTERLINE AND/OR LANE LINE STRIPING ON MULTI-LANE, UNDIVIDED HIGHWAYS

TRAFFIC CONTROL
SHEET 9 OF 9

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL 49	MO
DISTRICT	SHEET NO.
SW	27A

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

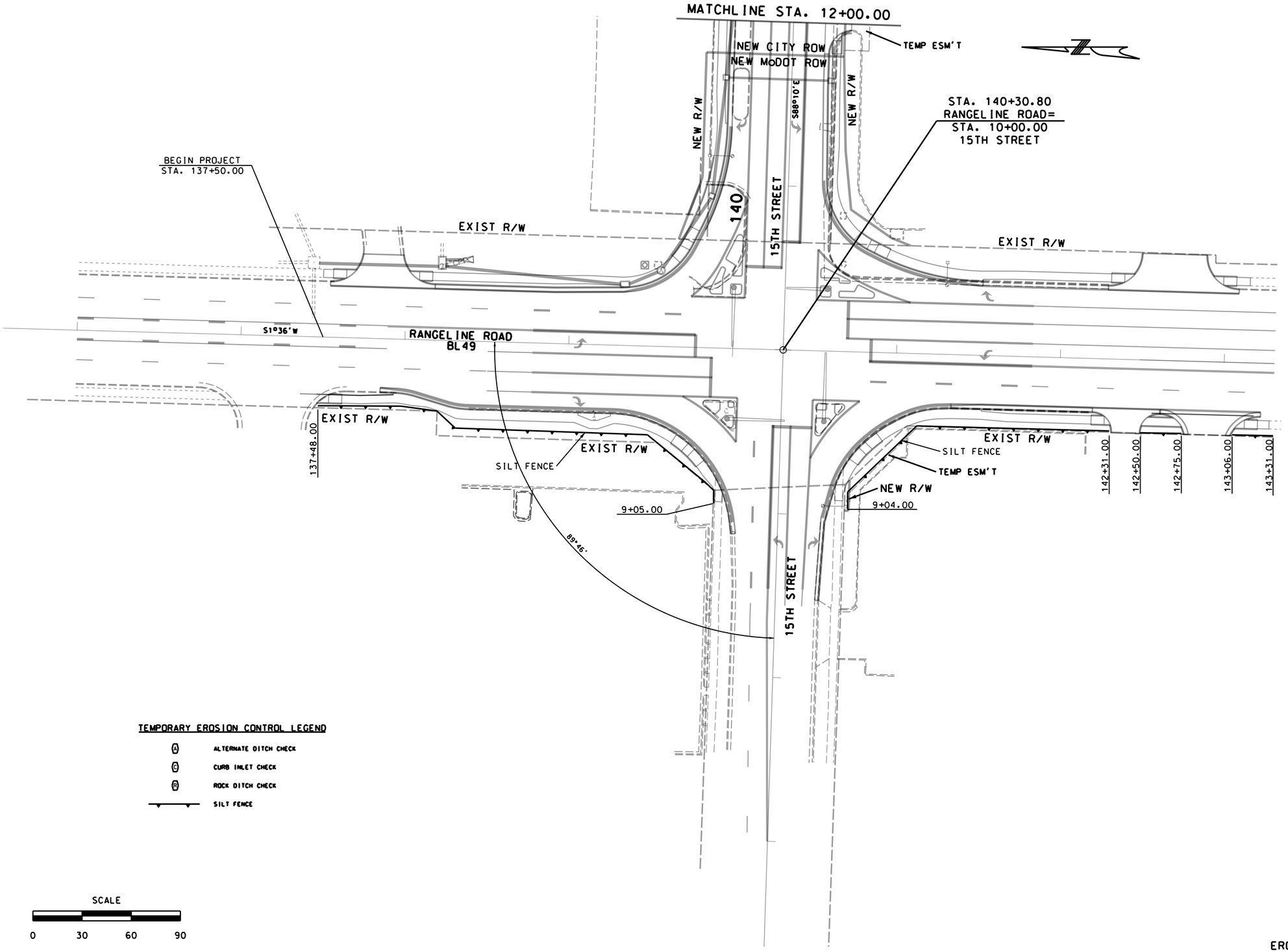
BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS . SURVEYORS . LABORATORIES . DRILLING
216 E. 17th Street, Rolla, MO 65401 (573) 341-4476
ANDERSON COA# 000062 : MOREY ECKHART, PE# 2009038117



TEMPORARY EROSION CONTROL LEGEND

- (A) ALTERNATE DITCH CHECK
- (C) CURB INLET CHECK
- (R) ROCK DITCH CHECK
- SILT FENCE

SCALE

0 30 60 90

INITIAL
EROSION CONTROL
SHEET 1 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	28

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

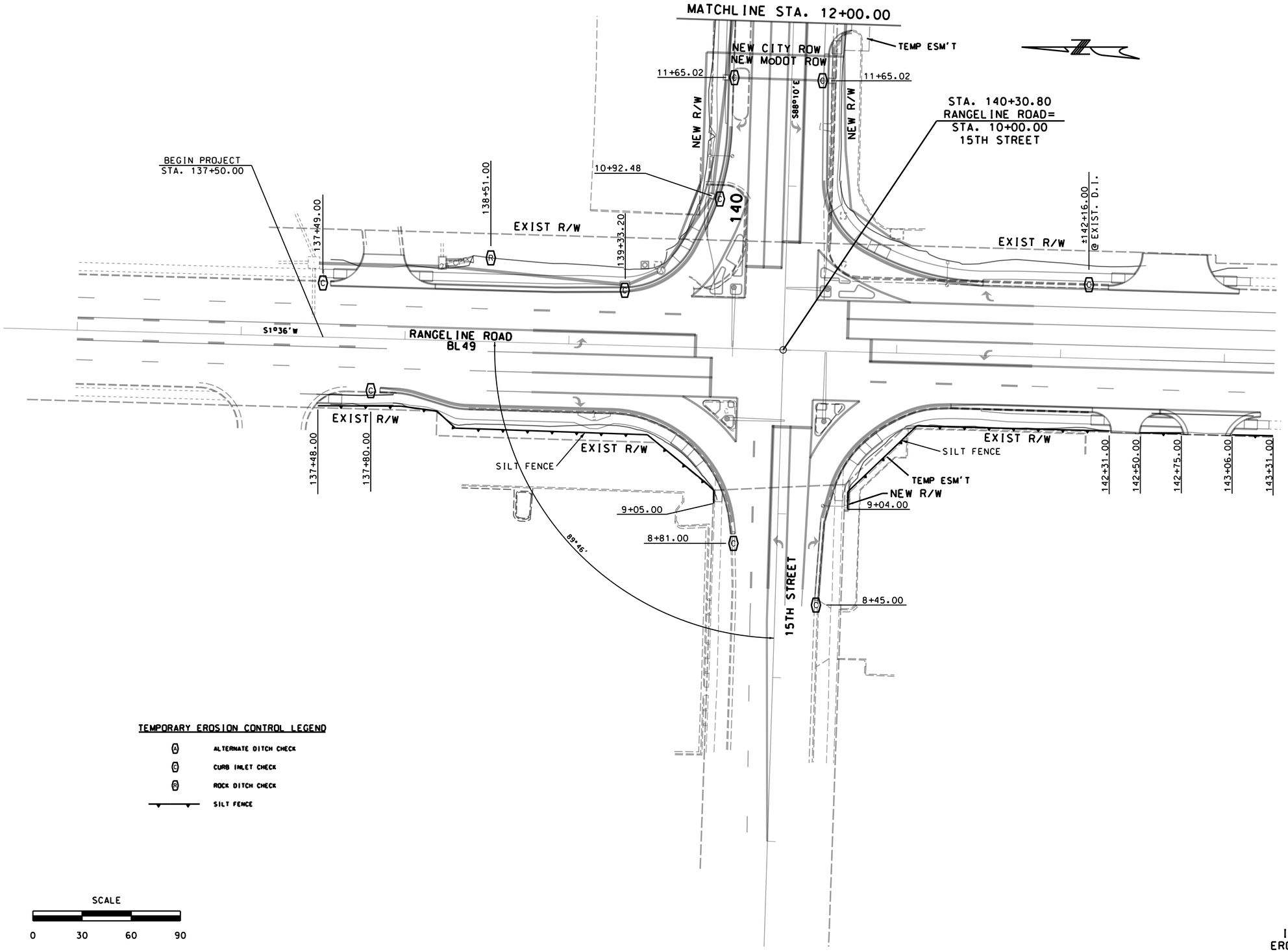
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
218 5TH, P.O.BOX 284, MONETT, MISSOURI 65708 · PHONE (417) 235-6112
ANDERSON CoA# 000062 · ANDREW ECKHART, PE# 2009018117



TEMPORARY EROSION CONTROL LEGEND

- (A) ALTERNATE DITCH CHECK
- (C) CURB INLET CHECK
- (R) ROCK DITCH CHECK
- SILT FENCE

SCALE

0 30 60 90

INTERMEDIATE
EROSION CONTROL
SHEET 2 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	29

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

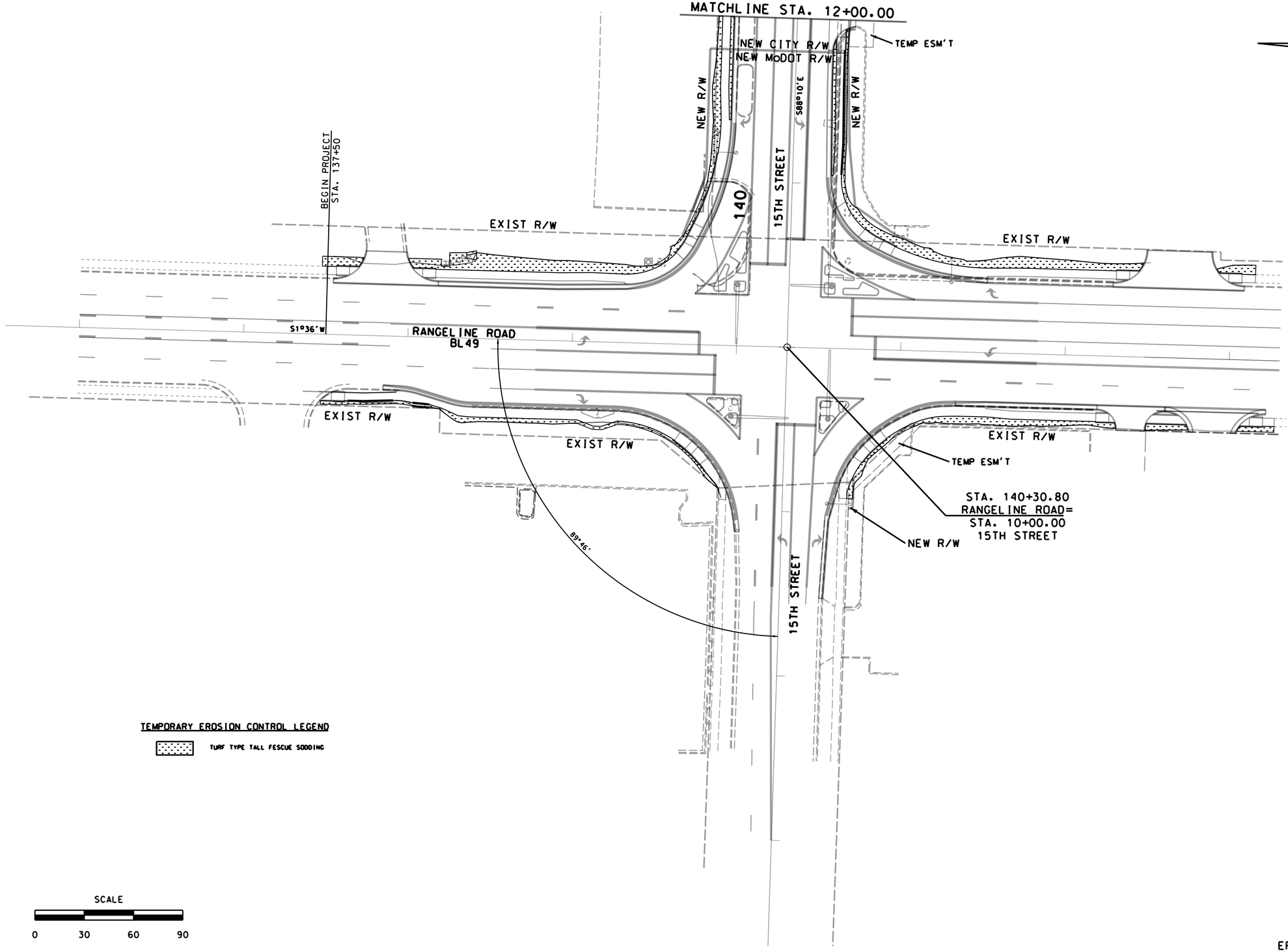
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
218 5TH, P.O.BOX 284, MONETT, MISSOURI 65708 · PHONE (417) 235-6112
ANDERSON CoA# 000062 · ANDREW ECKHART, PE# 2009018117



TEMPORARY EROSION CONTROL LEGEND

TURF TYPE TALL FESCUE SODDING

SCALE

0 30 60 90

FINAL
EROSION CONTROL
SHEET 3 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	30

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
210 31ST · P.O.BOX 206 · MONETT, MISSOURI 65708 · PHONE (417) 234-0112
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 2009018117

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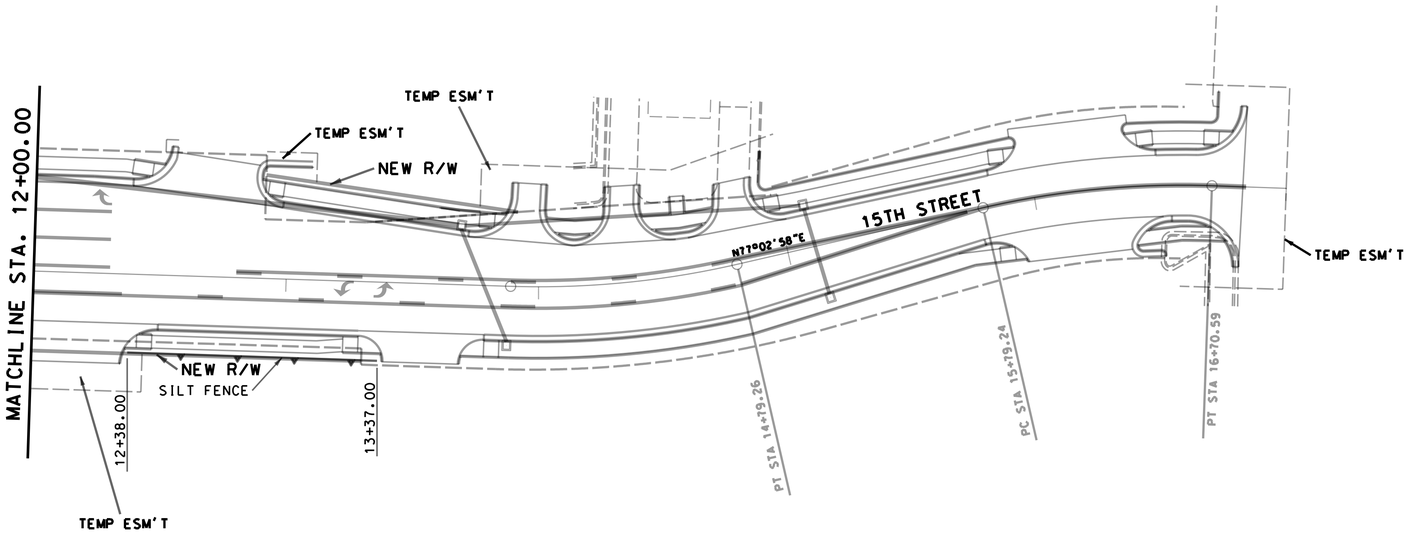

SCALE

0 30 60 90

TEMPORARY EROSION CONTROL LEGEND

- (A) ALTERNATE DITCH CHECK
- (C) CURB INLET CHECK
- (R) ROCK DITCH CHECK
- SILT FENCE

INITIAL
EROSION CONTROL
SHEET 4 OF 4

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	31

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
219 S. 7TH, P.O. BOX 296 • MONETT, MISSOURI 65708 • PHONE (417) 236-0112
ANDERSON COA# 000062 • ANDREW ECKHART, PE# 2009018717

15

SCALE

0 30 60 90

TEMPORARY EROSION CONTROL LEGEND

- (A) ALTERNATE DITCH CHECK
- (C) CURB INLET CHECK
- (R) ROCK DITCH CHECK
- SILT FENCE

INTERMEDIATE
EROSION CONTROL
SHEET 5 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	31A

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
518 S. 7TH P.O. BOX 280, BONNE TERRE, MISSOURI 63628 PHONE (417) 256-9113
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009018717

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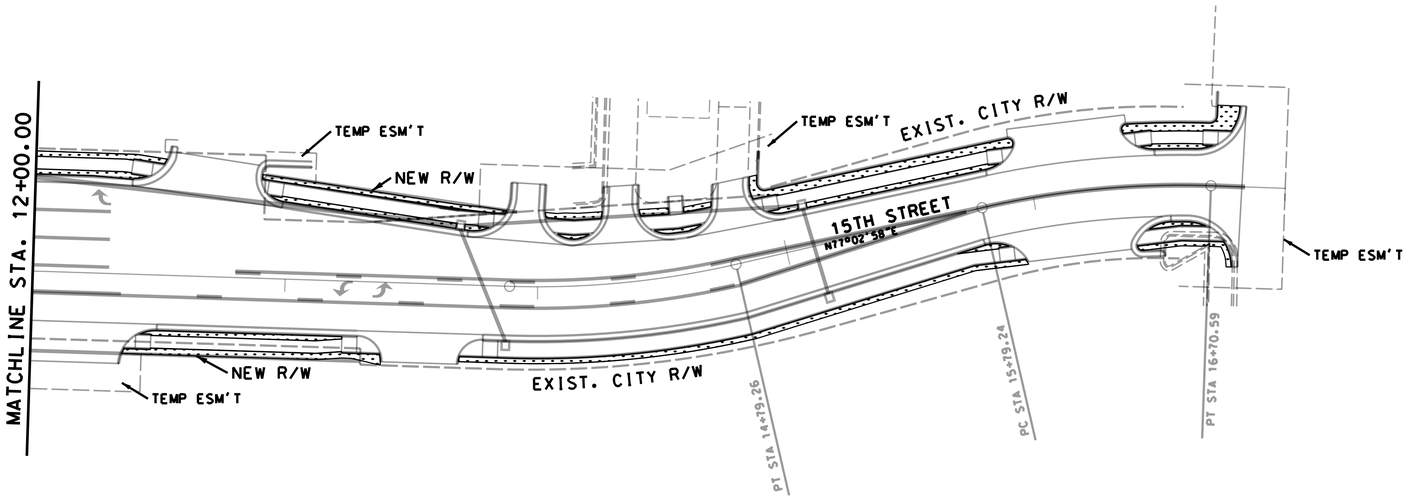

TEMPORARY EROSION CONTROL LEGEND

TURF TYPE TALL FESCUE SODDING

SCALE

0 30 60 90

FINAL
EROSION CONTROL
SHEET 6 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	31B

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

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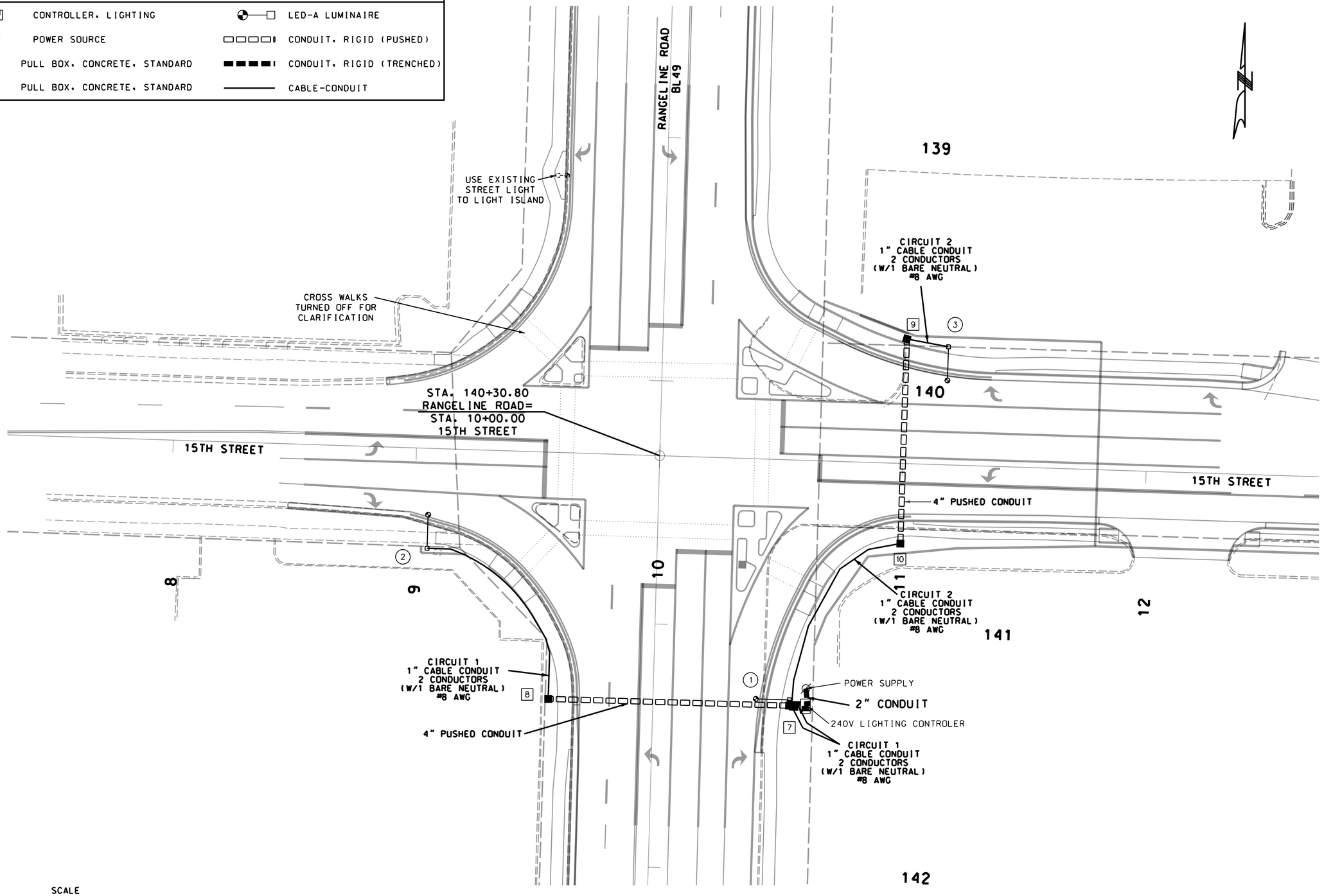
219 S. 7TH, P.O. BOX 296 • MONETT, MISSOURI 65708 • PHONE (417) 236-0112
ANDERSON COA# 000062 • ANDREW ECKHART, PE# 2009018117

LIGHTING LEGEND

▣	CONTROLLER, LIGHTING	◔—□	LED-A LUMINAIRE
∅	POWER SOURCE	□□□□	CONDUIT, RIGID (PUSHED)
■	PULL BOX, CONCRETE, STANDARD	■■■■	CONDUIT, RIGID (TRENCHED)
▬■	PULL BOX, CONCRETE, STANDARD	——	CABLE-CONDUIT



SCALE
0 20 40 60

LIGHTING SHEET
SHEET 1 OF 1

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	32

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
518 S. 7th St. P.O. BOX 280 MONETT, MISSOURI 65708 PHONE (417) 235-6112
ANDERSON COA# 000062 - MONETT ECONART, PE# 2005007117

TRAFFIC SIGNALS LEGEND

- CONTROLLER
- POWER SUPPLY
- SIGNAL HEAD (STANDARD)
- AUDIBLE SIGNAL HEAD (PEDESTRIAN)
- 6X6 LOOP DETECTOR
- CONDUIT PUSHED
- PUSH BUTTON DETECTOR
- PREFORMED PULL BOX TYPE 1
- PREFORMED PULL BOX TYPE 2
- CONCRETE PULL BOX TYPE 1
- MAST ARM - TYPE A BASE
- 30X6 LOOP DETECTOR
- CONDUIT TRENCHED

RANGELINE ROAD BL 49

45 MPH SPEED LIMIT

3,700' TO NEXT TRAFFIC SIGNAL

139+45.00
49.37' LT.
CLASS 5
PREFORMED
PULLBOX

MOVE CONTENTS TO NEW PULLBOX 6

EXISTING FIBER OPTICS

FIBER OPTIC CABLE INTERCONNECT

CROSS WALK STRIPING TURNED OFF FOR CLARIFICATION

FO

23.7'

65'

D3-1a

R10-3E

140

STA. 140+30.80
RANGELINE ROAD=
STA. 10+00.00
15TH STREET

R60'

R65'

R50'

R55'

50'

48'

R10-27A

15TH STREET

35 MPH SPEED LIMIT

ALL ISLANDS ARE 8" THICK CONCRETE

22.7'

21.5'

LIGHTING CONDUIT (SEE LIGHTING PLANS)

SIGNAL CONTROLLER

POWER SUPPLY

775' TO NEXT TRAFFIC SIGNAL

45 MPH SPEED LIMIT

9

10

11

141

SCALE
0 10 20 30

SIGNAL SHEETS
SHEET 1 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	33

COUNTY
JASPER

JOB NO.
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ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
816 JEFFERSON BLVD. WARRENSBURG, MISSOURI 64093 (660) 226-5012
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009018717

EFFECTIVE: 07/01/2018

| POST NUMBER | PULL BOX NUMBER | LOCATION APPROACH | LOCATION STATION | LOCATION OFFSET | BASE A 9 | BASE A 9.5 | BASE A 10 | BASE A 10.5 | BASE A 11 | BASE A 12 | BASE F 9 | BASE F 9.5 | BASE F 10 | BASE F 10.5 | BASE F 11 | BASE F 12 | BASE C | BASE CONCRETE** (CU. YDS.) | PULL BOX PREFORMED CLASS 1 | PULL BOX PREFORMED CLASS 2 | PULL BOX PREFORMED CLASS 3 | PULL BOX PREFORMED CLASS 5 | PULL BOX CONCRETE STANDARD | PULL BOX CONCRETE DOUBLE, TYPE A | PULL BOX CONCRETE DOUBLE, TYPE B | DRAIN TYPE* I | DRAIN TYPE* II A | DRAIN TYPE* II B | DRAIN TYPE* II C | POST TOP MOUNT POST 8 FT. | POST TOP MOUNT POST 15 FT. | POST TYPE C & CL ARM LENGTH A | POST TYPE C & CL ARM LENGTH A | POST TYPE C & CL ARM LENGTH A | POST TYPE C & CL ARM LENGTH A | POST TYPE C & CL SIGNAL SPACING B | POST TYPE C & CL SIGNAL SPACING C | POST TYPE C & CL SIGNAL SPACING D | POST TYPE C & CL SIGN SPACING D' | POST TYPE C & CL SIGN SPACING B | POST TYPE C & CL SIGN SPACING C | POST TYPE C & CL SIGN SPACING D | POST TYPE C & CL SIGN SPACING D' | POST TYPE B & BL ARM LENGTH E | POST TYPE B & BL ARM LENGTH E | POST TYPE B & BL ARM LENGTH K | POST TYPE B & BL ARM LENGTH E | POST TYPE B & BL ARM LENGTH K | POST TYPE B & BL LEFT ARM E SIGNAL SPACING F | POST TYPE B & BL LEFT ARM E SIGNAL SPACING G | POST TYPE B & BL LEFT ARM E SIGNAL SPACING H' | POST TYPE B & BL LEFT ARM E SIGN SPACING F | POST TYPE B & BL LEFT ARM E SIGN SPACING G | POST TYPE B & BL LEFT ARM E SIGN SPACING H | POST TYPE B & BL LEFT ARM E SIGN SPACING H' | POST TYPE B & BL RIGHT ARM K SIGNAL SPACING L | POST TYPE B & BL RIGHT ARM K SIGNAL SPACING M | POST TYPE B & BL RIGHT ARM K SIGNAL SPACING N | POST TYPE B & BL RIGHT ARM K SIGNAL SPACING N' | POST TYPE B & BL RIGHT ARM K SIGN SPACING L | POST TYPE B & BL RIGHT ARM K SIGN SPACING M | POST TYPE B & BL RIGHT ARM K SIGN SPACING N | POST TYPE B & BL RIGHT ARM K SIGN SPACING N' | POST TYPE B & BL INCLUDED ANGLE | LUMINAIRE BRACKET ARM** 4 FT. | LUMINAIRE BRACKET ARM** 6 FT. | LUMINAIRE BRACKET ARM** 8 FT. | LUMINAIRE BRACKET ARM** 10 FT. | LUMINAIRE BRACKET ARM** 12 FT. | LUMINAIRE BRACKET ARM** 15 FT. |
|---|---|---

EFFECTIVE: 10-01-2015

CONDUIT (WITH #14 TRACER WIRE)

FROM	TO	CENTER TO CENTER DISTANCE	LOOP DET.	TRENCH				PUSHED			MEDIAN			ON STRUCTURE			REMARKS
			1"	2"	3"	4"		2"	3"	4"	2"	3"	4"	2"	3"		
∅	🖂	38	·	46	·	·	·	·	·	·	·	·	·	·	·	·	POWER TO CONTROLLER
🖂	1	7				20											2 - 4" CONDUITS
1	2	39			37												
2	1	18			21												
2	3	70								68							
3	3	12								15							
3	2	9								12							
1	5	85			83												
5	6	19			22												
5	4	92								90							
4	4	12								15							
4	5	3								6							
·																	
·	21	2	3														
2	20	3	4														
2	50	3	4														
3	80	6	7														
3	30	6	7														
4	61	4	5														
4	60	3	4														
4	10	3	4														
5	41	7	8														
5	40	7	8														
5	70	8	9														
·																	
🖂	6	145			148												
·																	
·																	
·				

EFFECTIVE 04-01-2018

POWER SUPPLY

LOCATION			POWER SUPPLY ASSEMBLY		CIRCUIT BREAKER TRIP RATING*				LIGHTING CONTROL * (ON POWER SUPPLY)		SERVICE POLE	
					CONTROLLER		POWER SUPPLY DISCONNECT					
APPROACH	STATION	OFFSET	DRAWING 902.15	DRAWING	AUXILIARY BREAKER	CONT & SIGNAL LAMPS	MAIN BREAKER		120 VOLT CONTROL CABINET	MAIN BREAKER	CONTRACT FURNISH	UTILITY COMPANY
							SIGNALS	LIGHTING				
BL49	141+24.80	62.75 LT	Type 2	·	15 Amps	15 Amps	30 Amps	30 Amps		· Amps	Ci. Ft.	
·	·	·	Type	·	15 Amps	Amps	Amps	Amps		Amps	Ci. Ft.	

NOTE:
EXISTING BATTERY BACKUP
MOUNT ON TYPE 2 POWER
SUPPLY STRUCTURE
(COST INCLUDED IN COST
OF THE POWER SUPPLY)

CONTROLLER ASSEMBLY AND AUXILIARY EQUIPMENT

LOCATION			SYSTEM MASTER (CLOSED LOOP)		ACTUATED		ON-OFF* SWITCH TYPE		COORDINATION INTERFACE *						TIME * CLOCK	NEMA CABINET TYPE *			2070 CABINET TYPE *		2070 OMNIEX SOFTWARE *		McCAIN ATC SOFTWARE *	VIDEO DETECTION SYSTEM
									12C/7C HARDWIRE (1)		TIME BASE	CLOSED LOOP		FIBER										
APPROACH	STATION	OFFSET	NEMA	170	NEMA	170	I	II	MASTER	LOCAL		NEMA	170			E	EV	DOUBLE	332	336S	BITRAN	WAPITI		
BL49	140+88.00	71.0 LT	·	·	·	·	·	·	·	·	·	·	·	165'	·	·	·	·	1	·	1	·	·	·
·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·	·

DETECTOR SCHEDULE

DETECTOR NUMBER	APPROACH	TYPE				
		PUSH BUTTON	INDUCTION LOOP (2)			VIDEO
		APS	STANDARD	DELAY/ EXTEND *	CALL UNIT *	
P1	SB BL49	1	·	·	·	
P2	WB 15TH STREET	1				
P3	NB BL49	1				
P4	EB 15TH STREET	1				
P5	SB BL49	1				
P6	WB 15TH STREET	1				
P7	NB BL49	1				
P8	EB 15TH STREET	1				
·						
21	NB BL49		1			
20	NB BL49		1			
50	NB BL49 LT TURN		1			
80	EB 15TH STREET		1			
30	EB 15TH ST LT TURN		1			
61	SB BL49		1			
60	SB BL49		1			
10	SB BL49 LT TURN		1			
41	WB 15TH STREET		1			
40	WB 15TH STREET		1			
70	WB 15TH ST LT TURN		1			
·						
·						
·						
TOTAL		8	11			

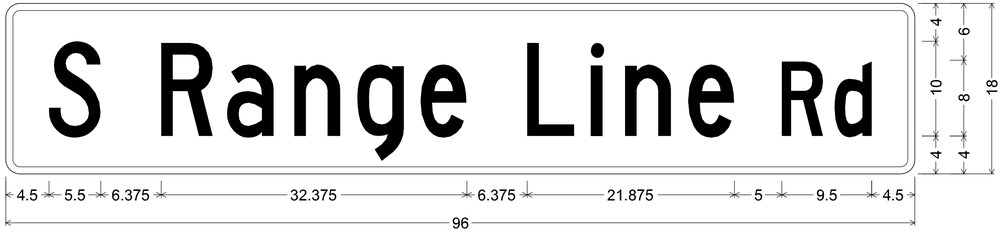
* ITEMS FOR WHICH SEPARATE PAYMENT WILL NOT BE MADE.

(1) MoDOT "D" PLUG SHALL BE WIRED INTO ALL NEMA CONTROLLERS WITH 7C HARDWIRE INTERCONNECT.

(2) PAYMENT IS MADE FOR THE NUMBER OF 2-CHANNEL DETECTOR CARDS AS SHOWN BELOW THE ASSIGNMENT CHART.

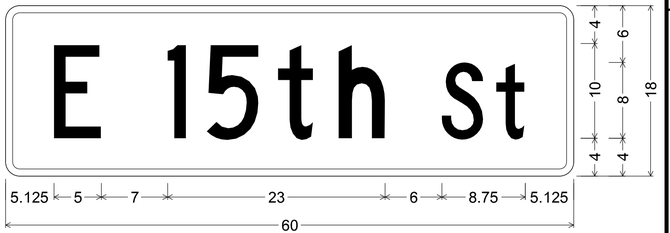
SIGNAL SIGNS

QUANTITY	MUTCD SIGN NUMBER	SIZE	AREA	SIGN TOTAL AREA ITEM NO. 90208.33	SIGNAL SIGN MOUNTING HARDWARE ITEM NO. 90208.34
		INCHES	SQ.FT.	SQ.FT.	EA.
	R10-10L	24 X 30	5.0		
	R10-10R	24 X 30	5.0		
	R3-5L	30 X 36	7.5		
	R3-5R	30 X 36	7.5		
	R3-5A	30 X 36	7.5		
	R3-6L	30 X 36	7.5		
	R3-6R	30 X 36	7.5		
	R3-2	24 X 24	4.0		
	R3-1	24 X 24	4.0		
	R3-3	24 X 24	4.0		
2	D3-1	60 X 18	7.5	15	2
2	D3-1a	96 X 18	12.0	24	2
	R10-11A	24 X 30	5.0		
	R10-13	36 X 24	6.0		
2	R10-27A	30 X 36	7.5	15	2
	R10-12	24 X 30	5.0		
		SUBTOTAL	54		6
		TOTAL	54		6



D3-1a SH-FLAT SHEET; 1.500" Radius, 0.750" Border, White on Green;
[S Range Line] C 70% spacing; [Rd] C 70% spacing;
Table of letter and object lefts.

S	R	a	n	g	e	L	i	n	e	R	d
4.500	16.375	23.375	30.500	37.125	43.750	55.125	61.750	65.375	72.000	82.000	87.500



D3-1 SH-FLAT SHEET; 1.500" Radius, 0.750" Border, White on Green;
[E 15th] C; [St] C;
Table of letter and object lefts.

E	l	5	t	h	S	t
5.125	17.125	21.250	28.750	35.125	46.125	51.875

SIGNAL SHEET
SHEET 4 OF 6

BL49 (RANGELINE ROAD) & 15TH STREET
INTERSECTION

D-37C

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED 2/23/2024
ROUTE BL49 | STATE MO
DISTRICT SW | SHEET NO. 36
COUNTY JASPER
JOB NO. J7S3430
CONTRACT ID.
PROJECT NO.
BRIDGE NO.

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

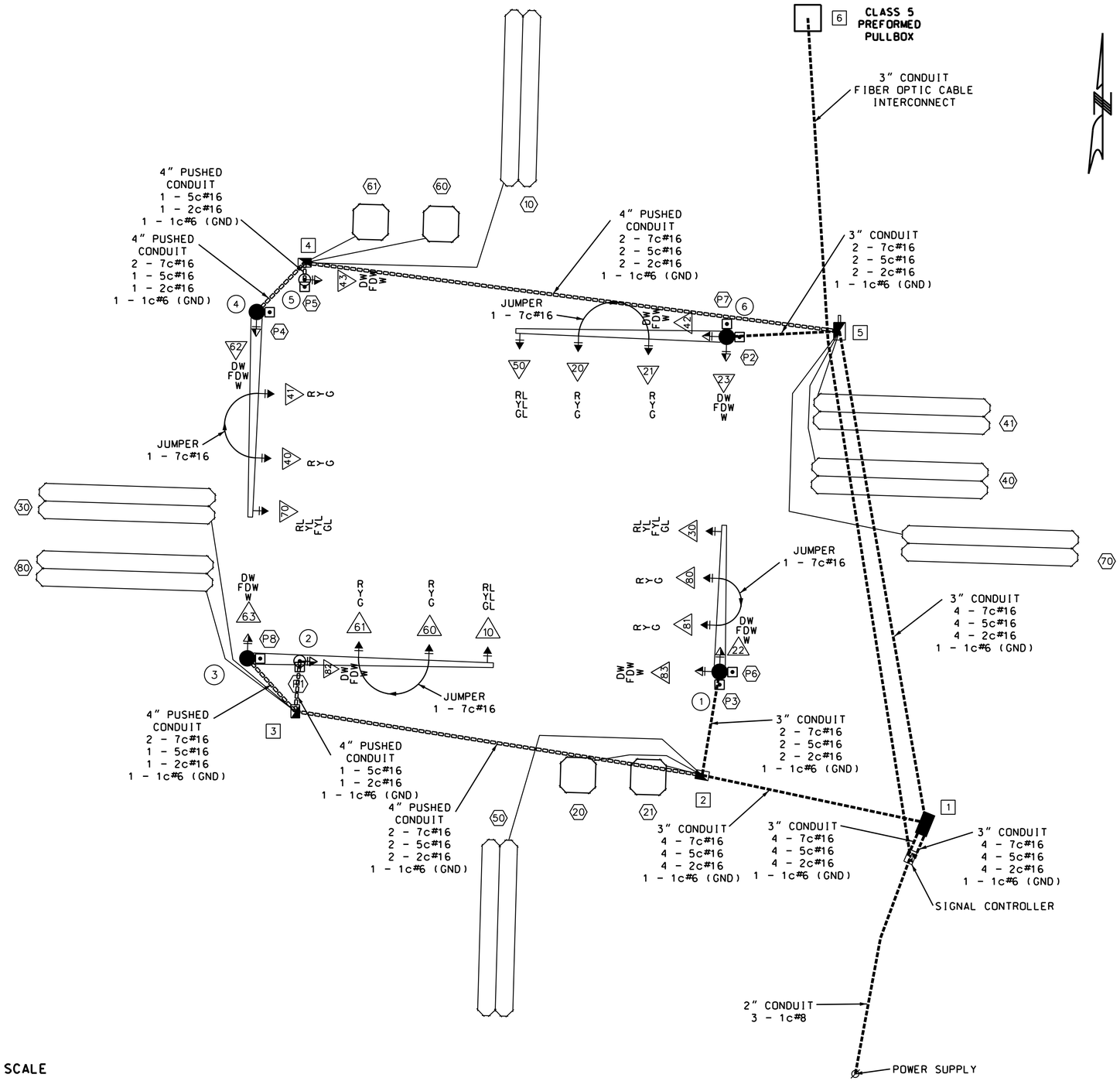
NO.	DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
816 E. 3rd St. 2nd Floor, Kansas City, MO 64106 (417) 334-3113
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 2009019117

EFFECTIVE 12-01-17

WIRING DIAGRAM



NOT TO SCALE

LEGEND

3"	CONDUIT CONTAINING CABLE WITH SIZE
	CABLE
X-Xc	MULTI-CONDUCTOR CABLE #16 AWG (UNLESS OTHERWISE INDICATED)
LIC	#14 AWG DETECTOR LEAD-IN CABLE (2C TWISTED SHIELDED)
X	PULL BOX WITH NUMBER
X	POST WITH NUMBER
X	POST WITH MAST ARM
X	POST WITH MAST ARM AND LUMINAIRE
X	DETECTOR WITH NUMBER
X	SIGNAL HEAD WITH NUMBER
	SIGNAL CONTROLLER
	POWER SUPPLY
	LIGHTING CONTROLLER

BL49 (RANGELINE ROAD) & 15TH STREET

INTERSECTION

SIGNAL SHEET
SHEET 5 OF 6

D-37D

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	37

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

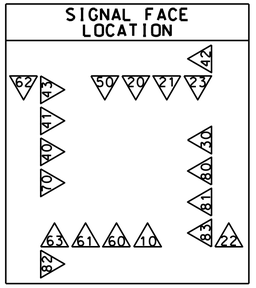
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
3141 W. ELM ST. SUITE 100 LEBANON, MO 65536 PHONE: (417) 532-3112
MISSOURI CA# 2005 - KANSAS CA# E-2005 - ARKANSAS CA# 1005
ANDERSON COA# 000062 - MONEY EXCHANGE, PE# 2005037117

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

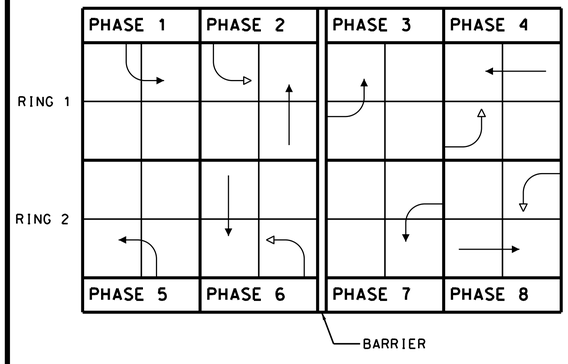
EFFECTIVE 12/01/2017

SIGNAL FACE LOCATION



TRAFFIC PHASING AND COLOR SEQUENCE - ACTUATED CONTROLLERS

	PHASE 1			PHASE 2			PHASE 3			PHASE 4			PHASE 5			PHASE 6			PHASE 7			PHASE 8			PED Φ 62-63 OVERLAP	PED Φ 82-83 OVERLAP	PED Φ 22-23 OVERLAP	PED Φ 42-43 OVERLAP	
FACE NUMBERS	10			20	21		10			30	40	41		30			50	60	61		50			70	80	81		70	62 63	82 83	22 23	42 43	FACE NUMBERS
SIGNAL INDICATIONS R	RL			R	R		RL			RL	R	R		RL			RL	R	R		RL			RL	R	R		RL	DW	DW	DW	DW	R
SIGNAL INDICATIONS Y				Y	Y						Y	Y						Y	Y						Y	Y			FDW	FDW	FDW	FDW	Y
SIGNAL INDICATIONS YL	YL									YL				FYL			YL							YL				FYL					FYL
SIGNAL INDICATIONS G				G	G						G	G						G	G						G	G			W	W	W	W	G
SIGNAL INDICATIONS GL	GL									GL							GL							GL									
SIGNAL INDICATIONS →																																	
DETECTOR ASSIGNMENTS	6			4	5		6			3	1	2		3			9	7	8		9			12	10	11		12					DETECTOR ASSIGNMENTS
DETECTOR ASSIGNMENTS (PEDS. ONLY)																									PB P2 P6	PB P5 P7	PB P8 P4	PB P1 P3					
OVERLAP PARENT PHASES																																	



RING STRUCTURE

2070/332 FYA MODE WILL BE MODE "C" COMPACT.

IF CALLED, ALL NON-CONFLICTING PHASES SHALL COMBINE AND TIME CONCURRENTLY. TIME TO BE DETERMINED BY THE ENGINEER AT SIGNAL TURN ON AND SET IN THE CONTROLLER BY THE CONTRACTOR.

LEGEND

- → — ACTUATED VEHICULAR MOVEMENT
- → — PARTIALLY RESTRICTED ACTUATED VEHICULAR MOVEMENT
- ⇢ — NON-ACTUATED VEHICULAR MOVEMENT
- ⇢ — PARTIALLY RESTRICTED NON-ACTUATED VEHICULAR MOVEMENT
- → — ACTUATED PEDESTRIAN MOVEMENT
- ⇢ — NON-ACTUATED PEDESTRIAN MOVEMENT
- ⊣ — VEHICLE STOPPED
- FDW — FLASHING DON'T WALK
- W — WALK
- DW — DON'T WALK
- R/W — RIGHT OF WAY INTERVAL
- YR† — YELLOW RIGHT ARROW
- RT. — GREEN RIGHT ARROW
- LY -YL — YELLOW LEFT ARROW
- L — GREEN LEFT ARROW
- S — GREEN STRAIGHT AHEAD ARROW
- G — CIRCULAR GREEN
- Y — CIRCULAR YELLOW
- R — CIRCULAR RED
- RL — RED LEFT ARROW
- Ø — TRAFFIC PHASE
- AO — ALL OTHERS
- FR — FLASHING RED
- FY — FLASHING CIRCULAR YELLOW
- PB — PUSH BUTTON
- FYL — FLASHING YELLOW LEFT ARROW

FLASHING OPERATION	
ALL APPROACHES	FR

CONTROLLER TYPE	2070/332 CABINET

TRAFFIC SIGNAL CONTROL OPERATION

INTERSECTION OF

BL49 (RANGELINE ROAD) & 15TH STREET

SIGNAL SHEET
SHEET 6 OF 6

D-38C

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	38

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION

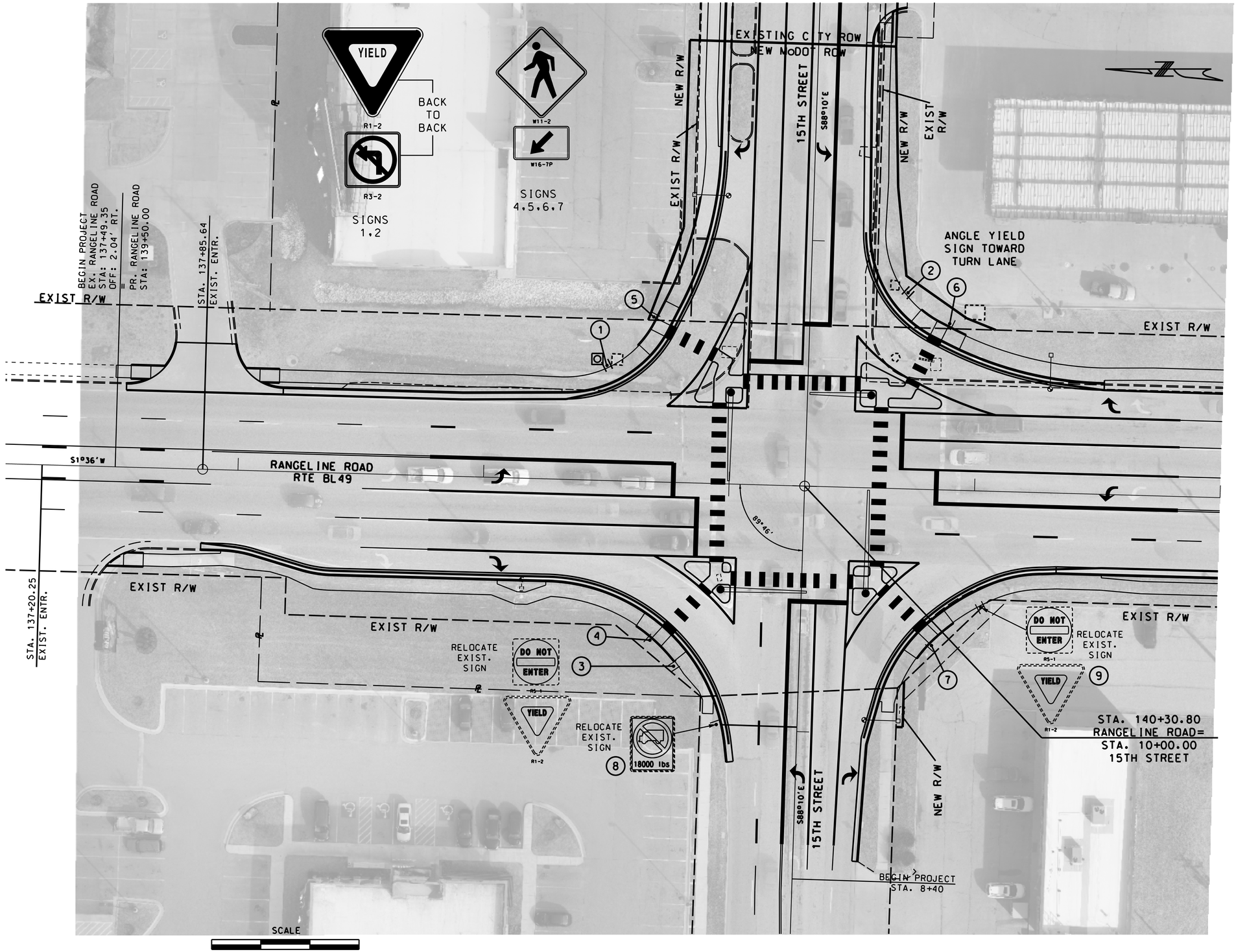
DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
216 15TH STREET • MISSOURI 64701 • (417) 624-6910
ANDERSON COA# 000062 • ANDREW ECKHART, PE# 2009007117



SIGNING SHEET
SHEET 1 OF 5

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	39

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
MISSOURI AUTH. NO. 2001018750 - (417) 334-5948
216 5TH AVENUE - JOPLIN, MISSOURI 64801
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009018117

EFFECTIVE 07-01-2022

SIGNS (902 SIGNAL SIGNS TABULATED ON D-37A SHEET)						CONCRETE FOOTINGS EMBEDDED	STRUCTURAL STEEL POSTS *						PIPE POSTS *					BACKING BARS **				U-CHANNEL POST	PERFORATED SQUARE STEEL TUBE												BREAK-AWAY ASSEMBLY	REMARKS AND OTHER REQUIRED ITEMS
																							2 IN. POST						2.5 IN. POST							
																										ANCHORS					ANCHORS				
SIGN NO.	SIGN SIZE	STATION	HORZ CLEAR IF NOT STD	LOCATION	SIGN DTL. SHT. NO.	ITEM NO. 9031010	POST DES NO.	POST NO.1	POST NO.2	POST NO.3	LBS PER FT	TOTAL ITEM NO. 9031210	PIPE SIZE	POST NO.1	POST NO.2	LBS PER FT	TOTAL ITEM NO. 9031220	NO. EACH	LGTH	TOTAL	TOTAL	ITEM NO. 9031250A	POST NO.1	POST NO.2	TOTAL ITEM NO. 9031270A	DRIVEN 12-GA. ITEM NO. 9031271A	DRIVEN 7-GA. ITEM NO. 9031273A	CONCRETE 7-GA. ITEM NO. 9031274	POST NO.1	POST NO.2	TOTAL ITEM NO. 9031280	2.25" INSERT (6 FT) ITEM NO. 9031272A	DRIVEN 7-GA. ITEM NO. 9031281A	CONCRETE 7-GA. ITEM NO. 9031285	ITEM NO. 9031241	
						CY		LF	LF	LF		LBS	IN.	LF	LF		LBS	EACH	IN.	LF	LBS	LF	LF	LF	LF	EA	EA	EA	LF	LF	LF	EA	EA	EA	EA	
1	ASSY	139+49		BL49 47'LT																									16		16		1			
2	ASSY	10+80		15TH 40'RT																									16		16		1			
3	ASSY	9+25		15TH 51'LT																									16		16		1			NEW POST FOR EXISTING SIGN
4	ASSY	139+69		BL49 66'RT																									16		16		1			
5	ASSY	10+67		15TH 63'LT																									16		16		1			
6	ASSY	140+88		BL49 68'LT																									16		16		1			
7	ASSY	9+37		15TH 54'RT																									16		16		1			
8	24"x30"	9+02		15TH 33'LT																									16		16		1			NEW POST FOR EXISTING SIGN
9	ASSY	141+04		BL49 47.5'RT																									16		16		1			NEW POST FOR EXISTING SIGN
SUBTOTAL																															144		9			
TOTAL																					**										144		9			

* BREAKAWAY ASSEMBLY IS INCIDENTAL FOR STRUCTURAL STEEL AND PIPE POSTS.
** BACKING BARS ARE TOTALED WITH STRUCTURAL STEEL OR PIPE POSTS.

ROUND PIPE POST AND FOOTING DATA TABLE

NOM.SIZE (IN.)	WEIGHT LBS/FT	WEIGHT LBS/IN	STUB LENGTH	FOOTING DIA.	FOOTING DEPTH	CONCRETE C.Y.
2½	5.79	0.48	4'- 3½"	12"	4–6"	0.13
3	7.58	0.63	4'- 3½"	12"	4–6"	0.13
4	10.79	0.90	5'- 3½"	18"	5–6"	0.36

STRUCTURAL STEEL POST AND FOOTING DATA TABLE

POST DES. NO.	NOM. SIZE	POST WEIGHT LBS/FT	POST WEIGHT LBS/IN	STUB LENGTH	FOOTING DIA.	LEVEL GROUND DEPTH	LEVEL GROUND C.Y.	6:1 GRADE DEPTH	6:1 GRADE C.Y.	4:1 GRADE DEPTH	4:1 GRADE C.Y.	3:1 OR 2:1 GRADE DEPTH	3:1 OR 2:1 GRADE C.Y.
1	W6	9.0	0.75	3'-0"	15"	3'-0"	0.14	3'-2"	0.15	3'-3"	0.16	3'-6"	0.17
2	W6	15.0	1.25	4'-0"	24"	4'-0"	0.47	4'-2"	0.50	4'-3"	0.51	4'-6"	0.54
3	W8	18.0	1.50	4'-6"	28"	4'-6"	0.71	4'-8"	0.73	4'-9"	0.74	5'-0"	0.78
4	W10	22.0	1.83	5'-0"	36"	5'-0"	1.31	5'-2"	1.36	5'-3"	1.39	5'-6"	1.45
5	W10	26.0	2.17	5'-0"	36"	5'-0"	1.31	5'-3"	1.37	5'-5"	1.43	5'-9"	1.52
6	W12	35.0	2.92	5'-6"	36"	5'-6"	1.44	5'-9"	1.52	5'-11"	1.56	6'-3"	1.65

SIGNING SHEET
SHEET 2 OF 5

D-29

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED: 07/31/2023
ROUTE: BL49 | STATE: MO
DISTRICT: SW | SHEET NO.: 40
COUNTY: JASPER
JOB NO.: J7S3430
CONTRACT ID.:
PROJECT NO.:
BRIDGE NO.:

DESCRIPTION | DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
510 S. KIMBALL AVE. - SUITE A - SPRINGFIELD, MISSOURI 65806 - PHONE (417) 336-1172
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009019117

EFFECTIVE 10-01-2016

STANDARD SIGN ASSEMBLIES

SIGN NUMBER	STATION	LOCATION	TYPE: SH	SH	SH	SH	SIGN DESCRIPTION, SIZES & NUMBER OF EACH: YIELD 60x60	DO NOT ENTER 30x30	45° DIRECTIONAL ARROW (LEFT) 36x36	PEDESTRIAN CROSSING SIGN 30x18
1	139+49	BL49 47' LT					1	1		
2	10+80	15TH 40' RT					1	1		
4	139+69	BL49 66' RT							1	1
5	10+67	15TH 63' LT							1	1
6	140+88	BL49 68' LT							1	1
7	9+37	15TH 54' RT							1	1

SIGN SUMMARY

STANDARD SIGN OR SPECIAL SIGN NUMBER	SIGN DETAIL SHEET NO.	NO. EACH	SIZE, TYPE & SQUARE FEET: SIZE	FLAT SHEET SH (ITEM NO. 9035004A)	FLAT SHEET FLUORESCENT SHF * (ITEM NO. 9035069A)	STRUCTURAL ST (ITEM NO. 9035011A)	STRUCTURAL FLUORESCENT STF * (ITEM NO. 9035071A)
YIELD	R1-2	2	60"x60"	21.6			
DO NOT ENTER	R5-1	2	30"x30"	12.5			
PEDESTRIAN CROSSING SIGN	W11-2	4	36"x36"	36			
45° DIRECTIONAL ARROW (LEFT)	W16-11P	4	30"x18"	15			
			TOTAL	85.1			
			USE	85			

* ORANGE, YELLOW & YELLOW/GREEN

SIGNING SHEET
SHEET 3 OF 5

D-30

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED 2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	41

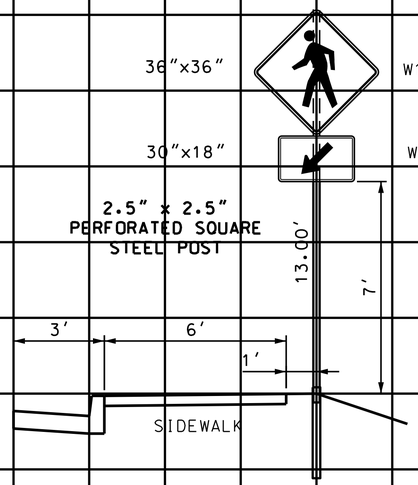
COUNTY JASPER
JOB NO. J7S3430
CONTRACT ID.
PROJECT NO.
BRIDGE NO.

DESCRIPTION	DATE

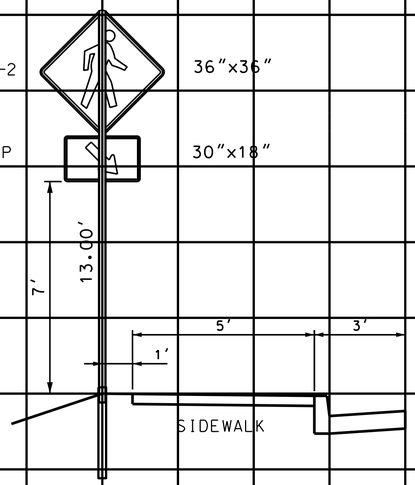
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
510 E. 15TH ST. P.O. BOX 2648 - WASHINGTON, MISSOURI 63090 - PH. (417) 326-5512
ANDERSON COA# 000062 - AUDREY ECKHART, PE# 2009019117

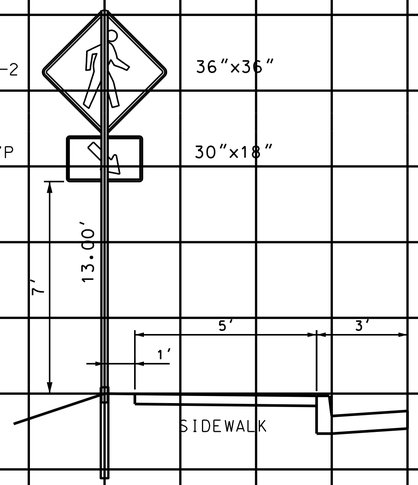
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



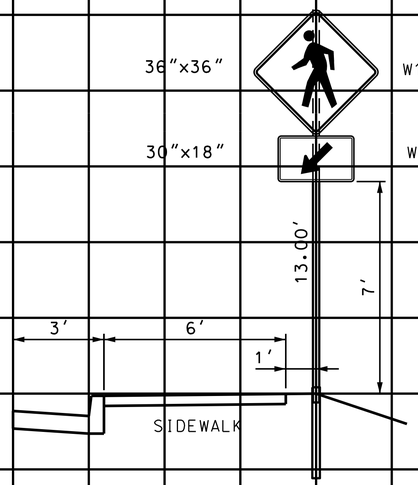
SIGN 4
BL49
139+69
66' RT



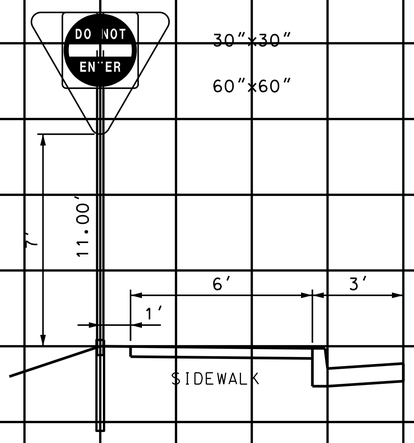
SIGN 5
15TH STREET
10+67
63' LT



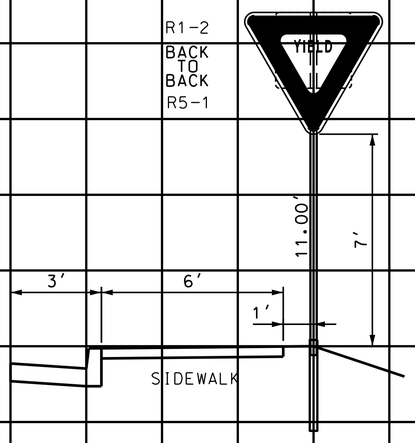
SIGN 6
BL49
140+88
68' LT



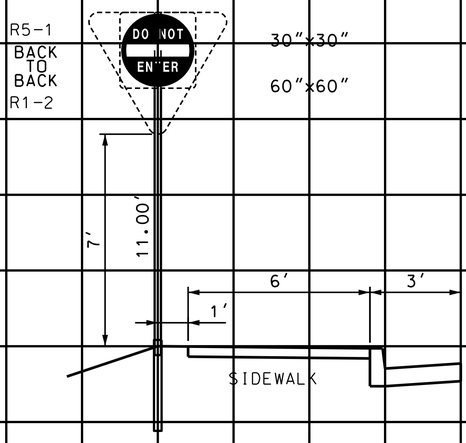
SIGN 7
15TH STREET
9+37
54' RT



SIGN 1
BL49
139+49
47' LT



SIGN 2
15TH STREET
10+80
40' RT



RELOCATED
SIGN 3
15TH STREET
9+25
51' LT

2.5'

SIGNING SHEET
SHEET 4 OF 5

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	42

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

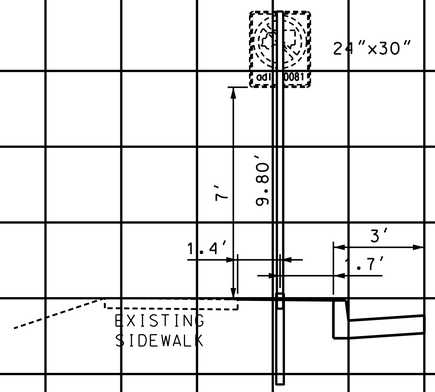
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DESCRIPTION	DATE

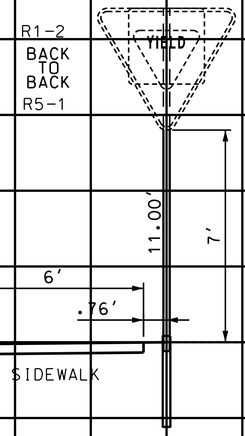
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
2141 37th Ct. Box 2481, Joplin, MO 64803 (417) 624-6767
MISSOURI AUTH. #2001016102 · KANSAS AUTH. #E-1253
ANDERSON COA# 000262 · ANDREW ECKHART, PE# 2009018117



RELOCATED
SIGN 8
15TH STREET
9+02.00
33' LT



RELOCATED
SIGN 9
BL49
141+04.00
47.5' RT

2.5'

SIGNING SHEET
SHEET 5 OF 5

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	43

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

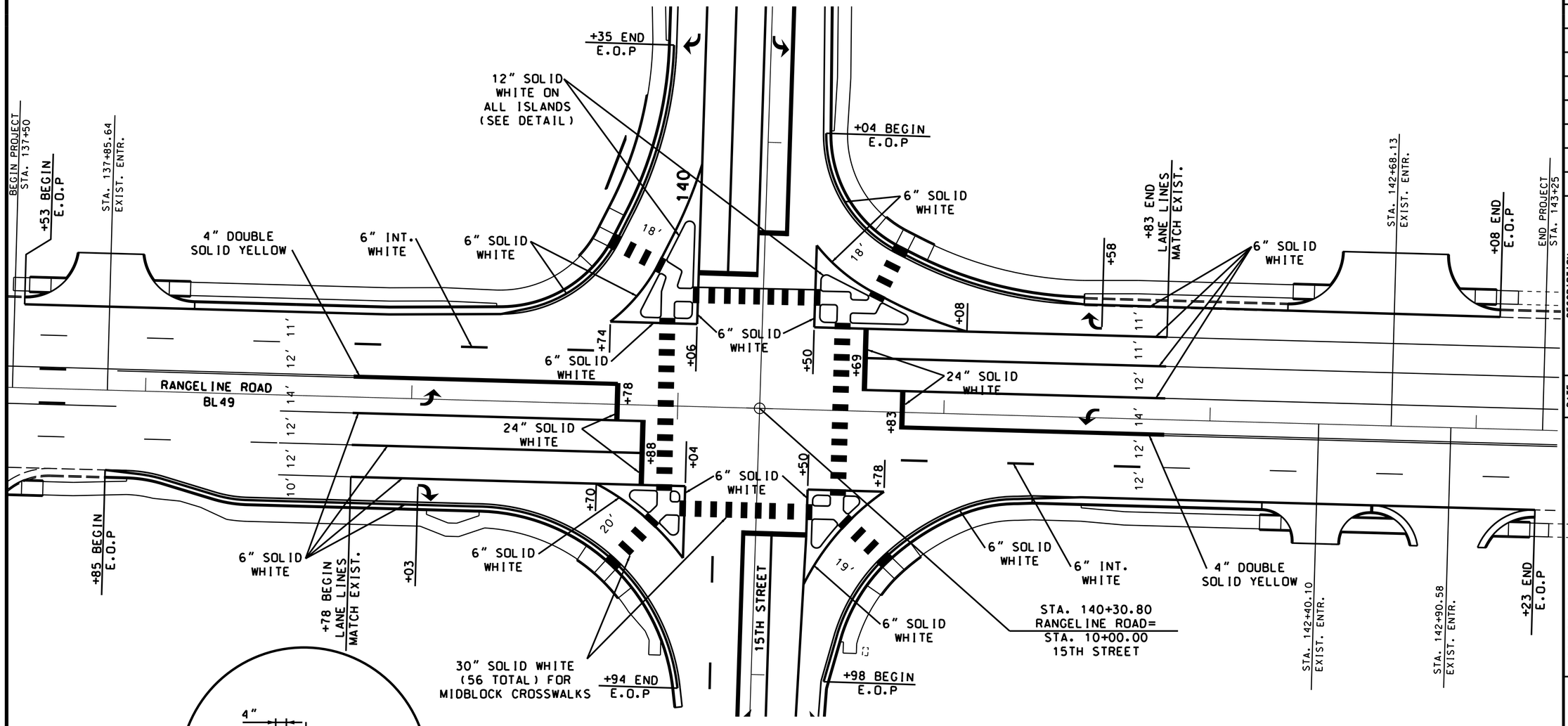
BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
2141 37th ROAD, JOPLIN, MISSOURI 64804 (417) 624-6910
MISSOURI COA# 000262 · ANDREW ECKHART, PE# 2009018117



PAVEMENT MARKING
BUSINESS LOOP 49
SHEET 1 OF 3

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	44

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

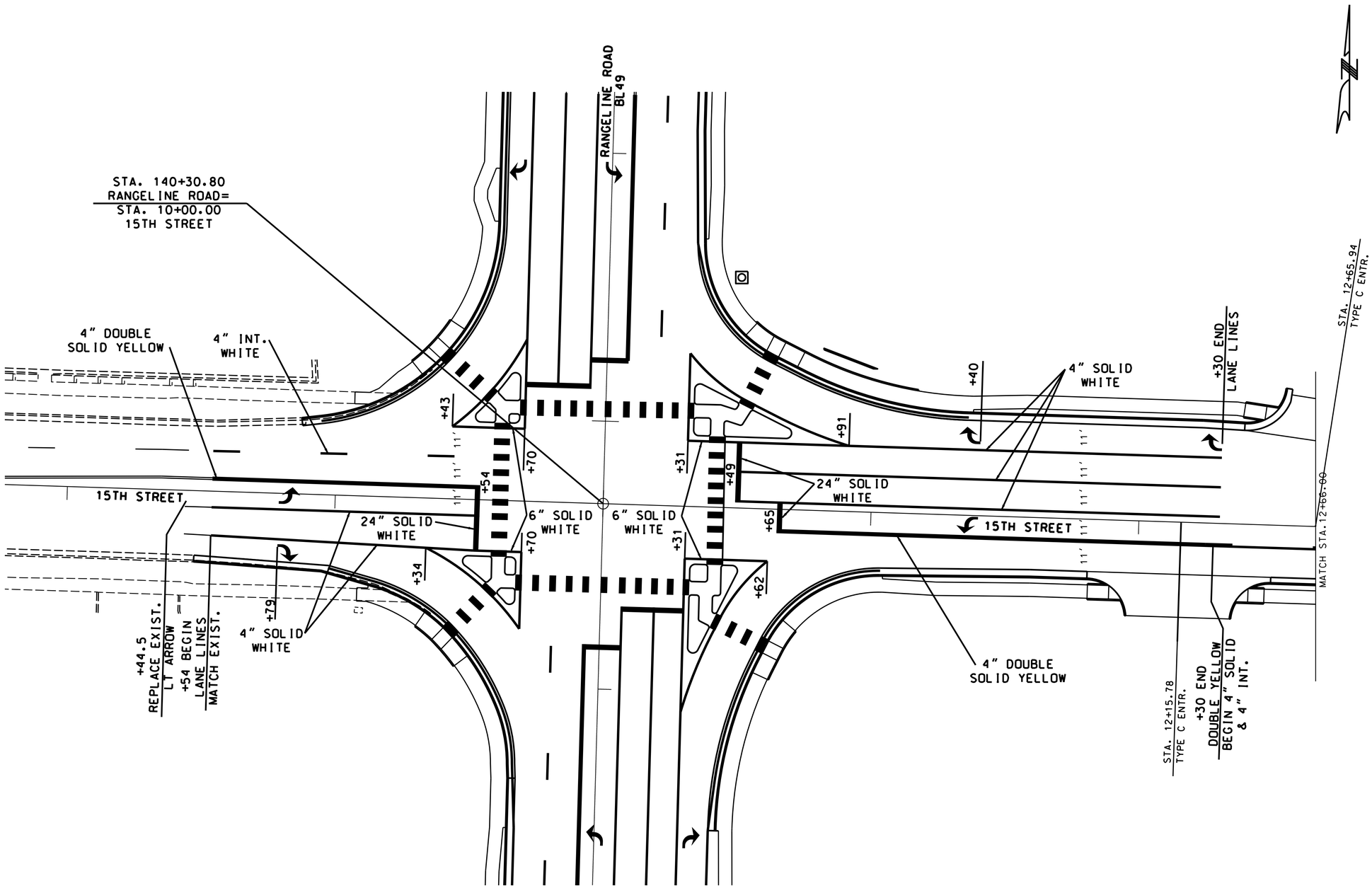
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

MoDOT

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
516 S. KINGSHIGHWAY, SIKESTON, MISSOURI 63801 PHONE: (573) 471-7334
ANDERSON COA# 000062 · MONEY EXHART, PE# 2005018117



SCALE

0 20 40 60

PAVEMENT MARKING
15TH STREET
SHEET 2 OF 3

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL 49	MO
DISTRICT	SHEET NO.
SW	45

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

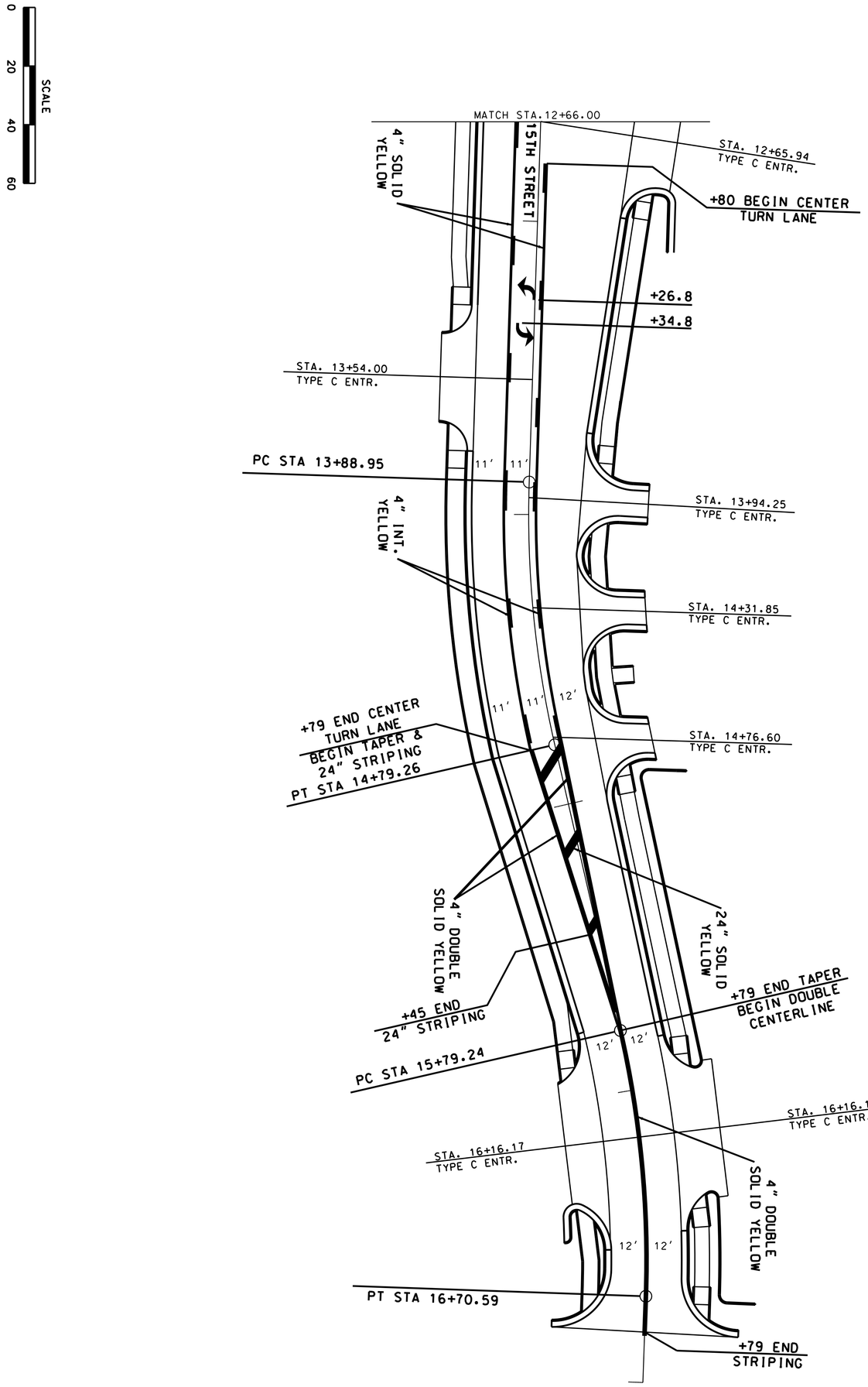
DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
218 STATE ROUTE 13 MILLER, MISSOURI 65707 (417) 226-5712
ANDERSON COA# 000082 - ANDREW ECKHART, PE# 2009018117



15

PAVEMENT MARKING
15TH STREET
SHEET 3 OF 3

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
218 5TH, P.O.BOX 286, MONETT, MISSOURI 65708 · PHONE (417) 236-0112
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 2009081?

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MoDOT
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

DATE	DESCRIPTION

BRIDGE NO.
PROJECT NO.
CONTRACT ID.
JOB NO. J7S3430
COUNTY JASPER
ROUTE BL 49
DISTRICT SW
STATE MO
SHEET NO. 46
DATE PREPARED 2/23/2024

STATE OF MISSOURI
SEAN LEE MALLOCK
NUMBER PE-2009081717
PROFESSIONAL ENGINEER

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

EXIST. 7' X 7'
CONCRETE BOX
D = 4.0'
3 - 18" OPENINGS
1 - 24" OPENING

24" X 73' GROUP A PIPE
CLASS 3 EX. = 69.88 C.Y.

4' X 7'
JUNCTION BOX
D = 4.5'
1 - 18" OPENING
3 - 24" OPENINGS
CLASS 3 EXC. = 14.67 C.Y.

T#1
5' X 3'
TYPE T D.I.
D = 3.0'
2 - 24" OPENINGS
CLASS 3 EXC. = 7.00 C.Y.

MH#1
4' DIA. PRECAST MH
TYPE 3
FRAME COVER
D = 3.5'
2 - 24" OPENINGS
CLASS 3 EXC. = 3.87 C.Y.

24" X 109' GROUP A PIPE
CLASS 3 EX. = 58.59 C.Y.

24" X 20' GROUP A PIPE
CLASS 3 EX. = 16.95 C.Y.

24" X 52' GROUP A PIPE
CLASS 3 EX. = 44.09 C.Y.

0+03.50 = 137+43.53
46.37' LT.
RANGE LINE ROAD

0+81.45 = 138+21.41
47.07' LT.
RANGE LINE ROAD

1+93.64 = 139+33.20
37.29' LT.
RANGE LINE ROAD

2+17.28 = 139+55.209
46.28' LT.
RANGE LINE ROAD

LFL EL. 1051.05
TOP EL. 1055.77
TYPE 3 FRAME & COVER
FL EL. 1052.77
SEE BELOW FOR PIPE DETAILS
TOP EL. 1054.80
GUTTER EL. 1054.12
TYPE 3 FRAME & COVER

0.27%
0.39%
1.36%
1.36%

24" X 73' GROUP A PIPE
LFL EL. 1051.05
UFL EL. 1051.25
LFL EL. 1051.26
24" X 109' GROUP A PIPE
UFL EL. 1051.69
LFL EL. 1051.71
T#1
24" X 20' GROUP A PIPE
LFL EL. 1052.03
UFL EL. 1051.98
24" X 52' GROUP A PIPE
MH#1

0+81.45 = 138+21.41
47.07' LT.
RANGE LINE ROAD

TYPE 3 FRAME & COVER
TOP EL. 1055.57
FL EL. 1052.77
3.76%
UFL EL. 1053.03
LFL EL. 1051.25
24" X 14' GROUP A PIPE
LFL EL. 1052.26

24" X 14' GROUP A PIPE
CLASS 3 EX. = 8.32 C.Y.

PLAN VIEW
4' X 7' JUNCTION BOX

T#2
2.5' X 3'
TYPE T D.I.
D = 3.5'
2-24" OPENINGS
CLASS 3 EXC. = 5.90 C.Y.

24" X 71' GROUP A PIPE
CLASS 3 EXC. = 75.57 C.Y.

T#3
2.5' X 3'
TYPE T D.I.
D = 4.5'
1 - 18" OPENING
2 - 24" OPENINGS
CLASS 3 EXC. = 7.58 C.Y.

24" X 202' GROUP A PIPE
CLASS 3 EXC. = 141.66 C.Y.

2+72.40 = 10+92.48
46.47' LT.
15TH STREET

3+45.23 = 11+65.02
40.00' LT.
15TH STREET

TYPE 3 FRAME & COVER
TOP EL. 1056.40
GUTTER EL. 1055.72
LFL EL. 1052.77
LFL EL. 1052.74
T#2

TYPE 3 FRAME & COVER
GUTTER EL. 1057.94
TOP EL. 1058.61
18" FL EL. 1054.54
1.84%
24" X 71' GROUP A PIPE
LFL EL. 1054.09
UFL EL. 1054.06
T#3

2.84%
24" X 202' GROUP A PIPE

CULVERT SECTION
SHEETS 1 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	47

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

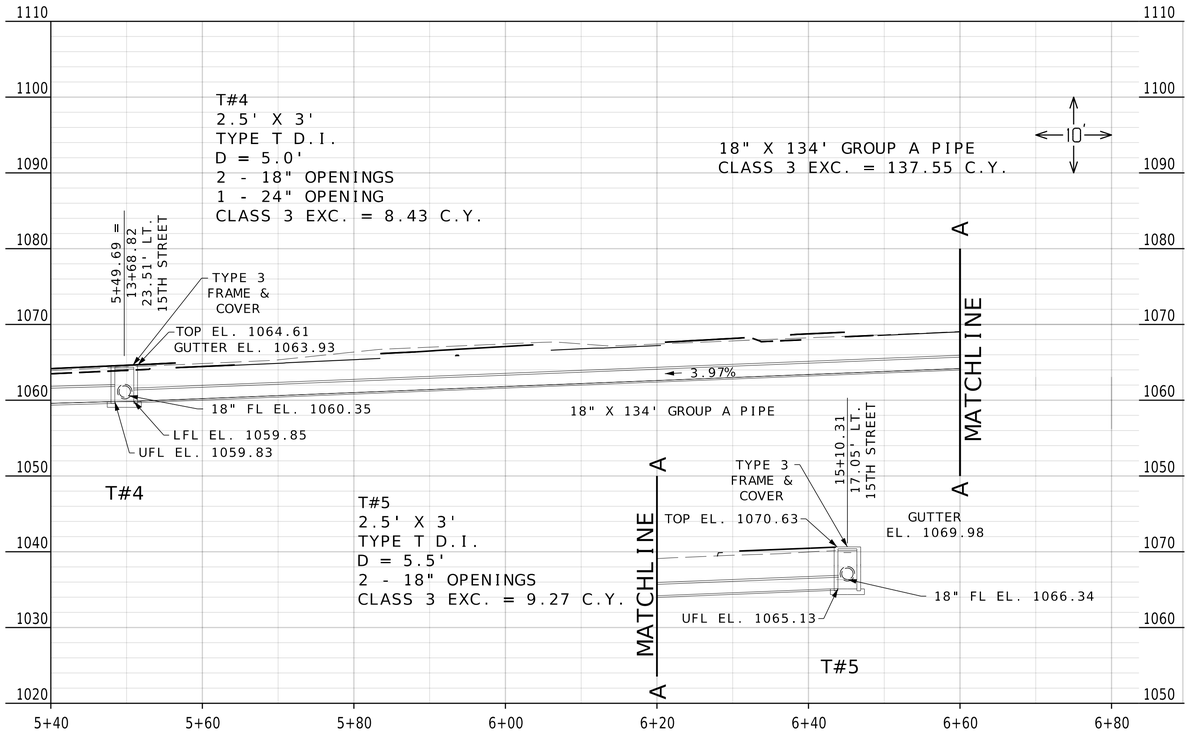
BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
1745 S. GLENSTONE AVENUE SPRINGFIELD, MO 65804 PHONE: 417.886.9393
ANDERSON CoA# 000262 • AE-INC.COM



CULVERT SECTION
SHEETS 2 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	48

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

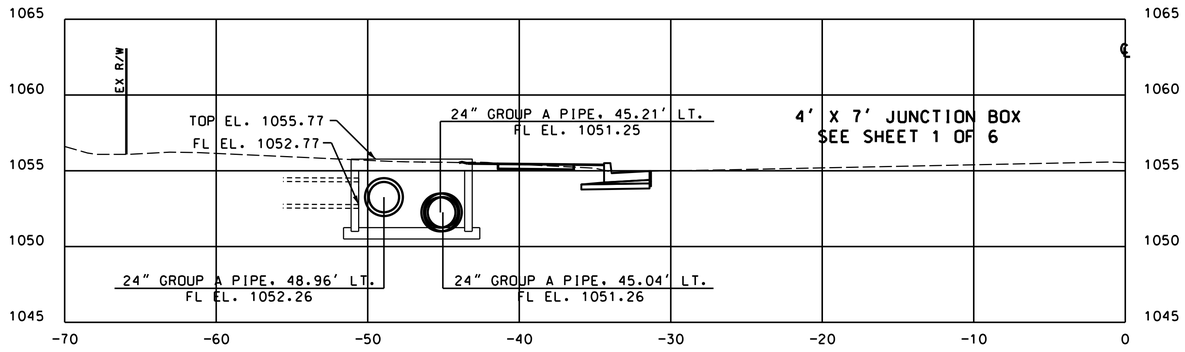
DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

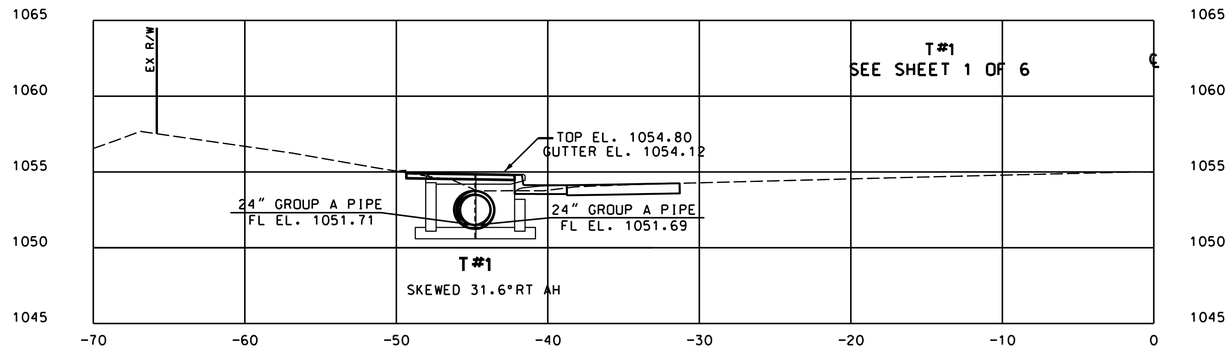
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
1142 S. GLENSTONE AVENUE SPRINGFIELD, MO 65804 PHONE: 417.886.5353
ANDERSON COA# 000062 • AE-INC.COM



STA. 138+21.41
BL49
(RANGE LINE ROAD)



STA. 139+33.20
BL49
(RANGE LINE ROAD)

CULVERT SECTION
SHEETS
SHEET 3 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2023

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	49

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

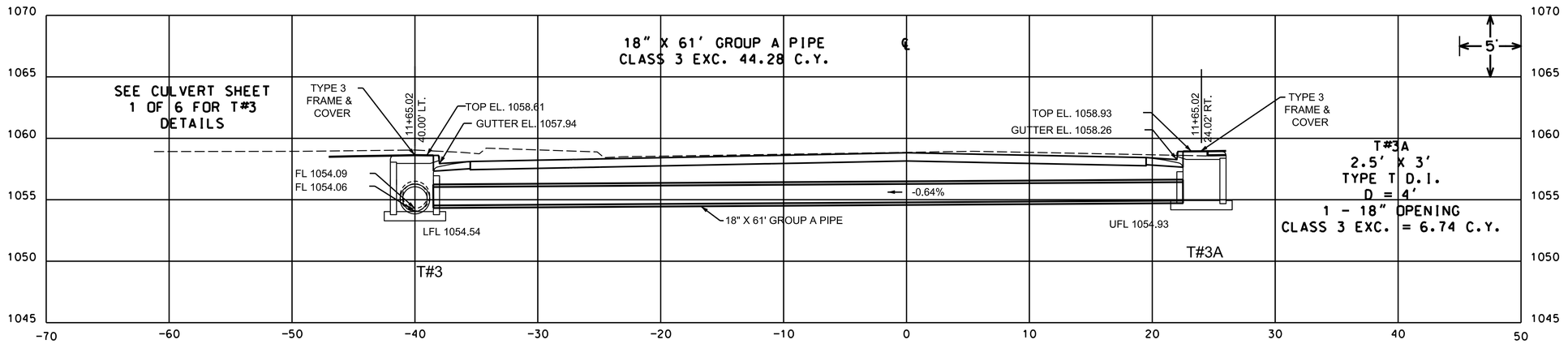
DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

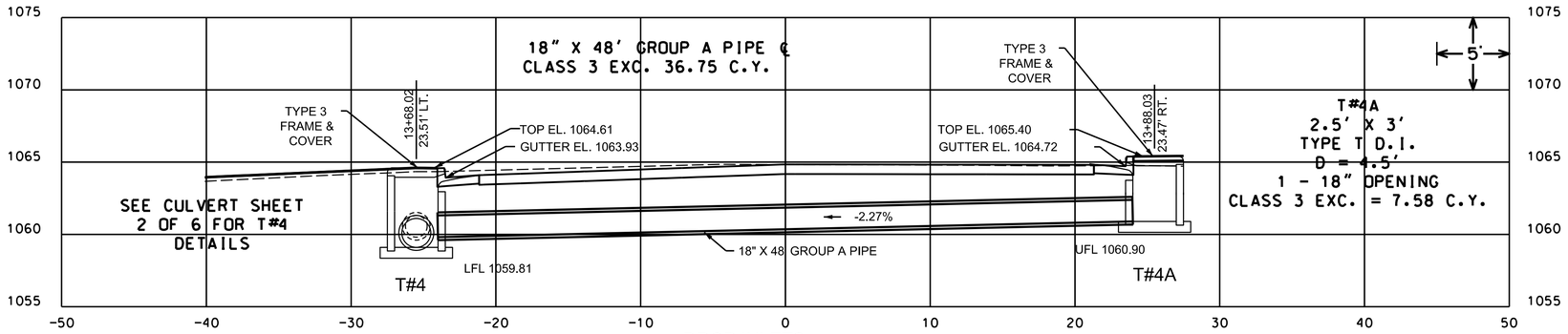
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING

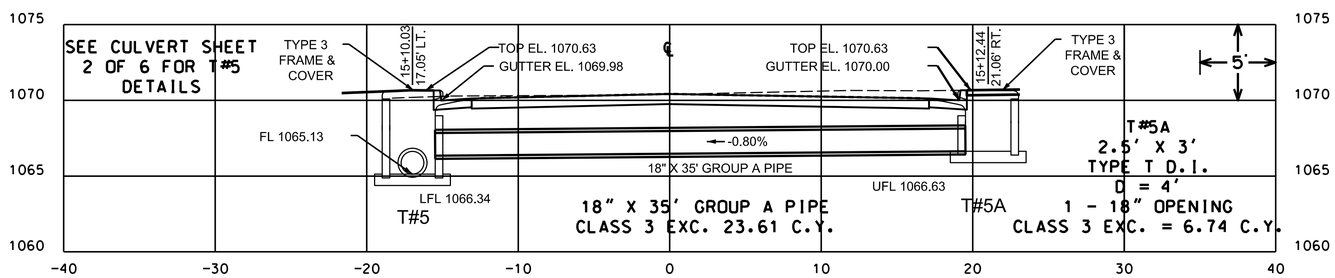
510 S. MISSOURI BLVD. JOPLIN, MISSOURI 64801 (417) 624-4174
MISSOURI COA# 000062 · ANDREW ECKHART, PE# 2009019117



DROP INLETS
T#3 & T#3A
STA. 11+65.02
15TH STREET



DROP INLETS
T#4 & T#4A
STA. 13+78.34
15TH STREET
SKEW 23.8°RT. AHEAD



DROP INLETS
T#5 & T#5A
STA. 15+11.03
15TH STREET
SKEW 3.8°RT. AHEAD

CULVERT SECTION
SHEETS
SHEET 4 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER
Sean L. Matlock

DATE PREPARED
2/23/2024

ROUTE	STATE
BL-49	MO
DISTRICT	SHEET NO.
SW	50

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.
.

PROJECT NO.
.

BRIDGE NO.
.

DESCRIPTION	DATE
.	.
.	.
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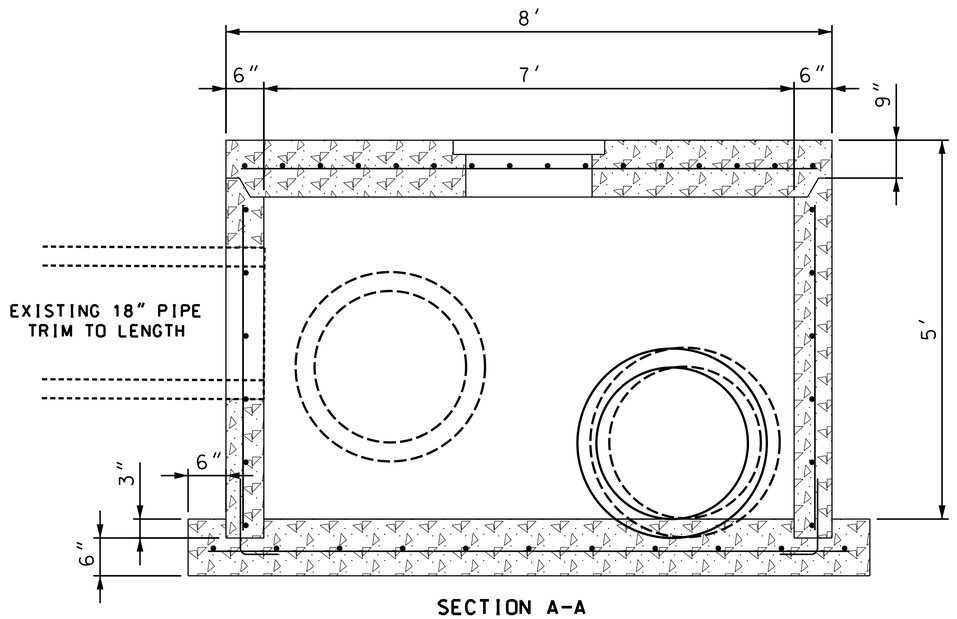
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

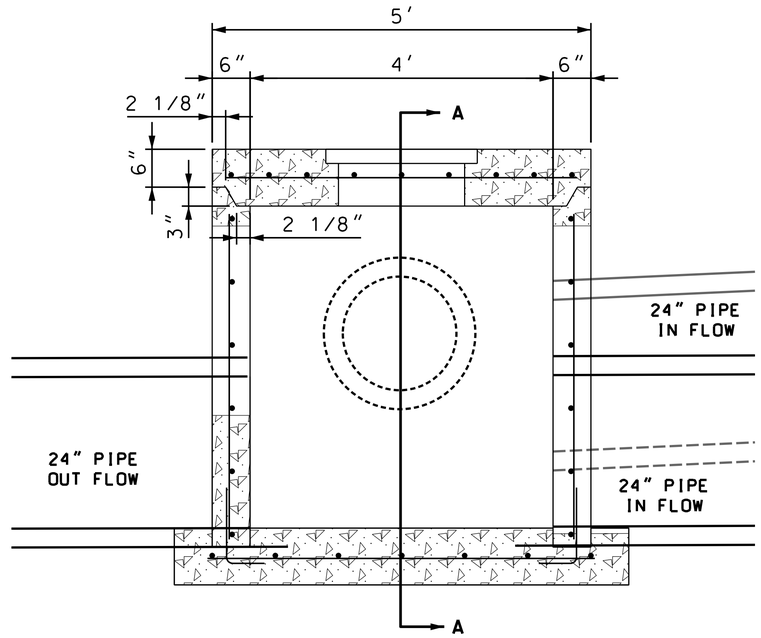
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
216 E. CHERRY, P.O. BOX 368, NIXA, MISSOURI 65714 (417) 725-1717
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009019117

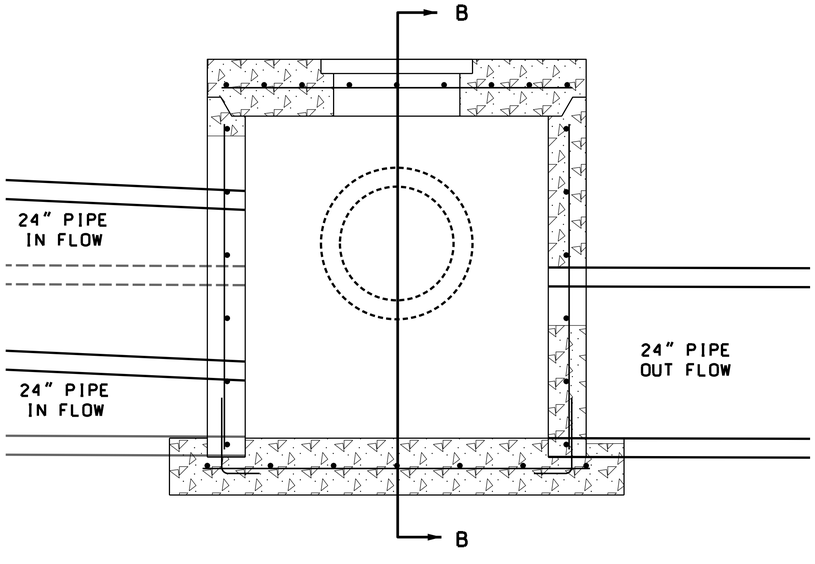


SECTION A-A

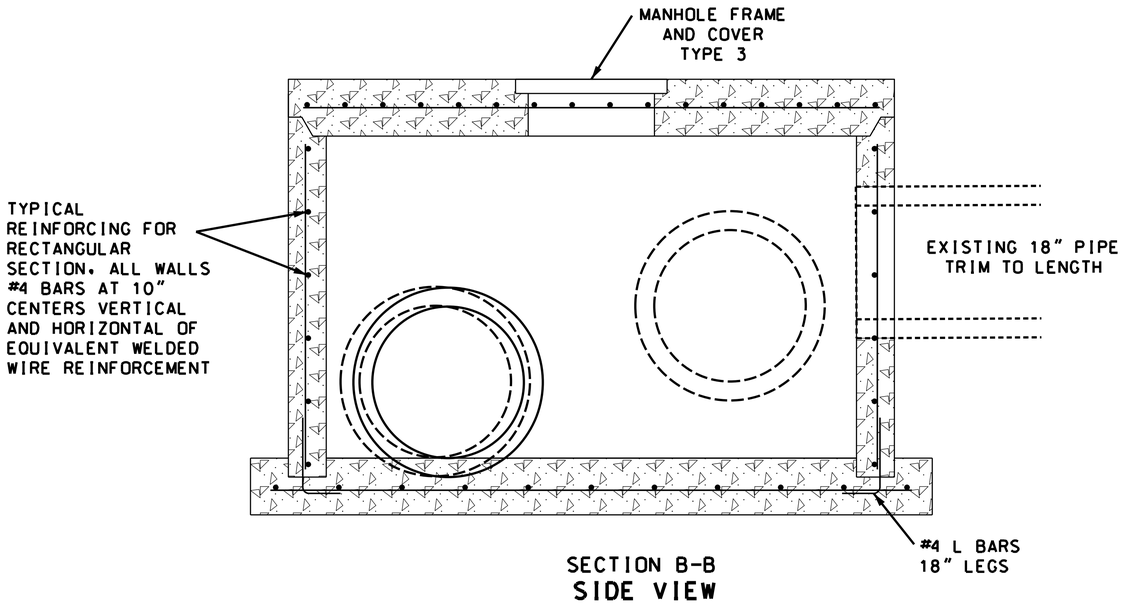
SIDE VIEW



FRONT VIEW



REAR VIEW



SECTION B-B

SIDE VIEW

CULVERT SECTION
JUNCTION BOX
SHEET 5 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DATE PREPARED
2/23/2024

ROUTE	STATE
BL-49	MO
DISTRICT	SHEET NO.
SW	51

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

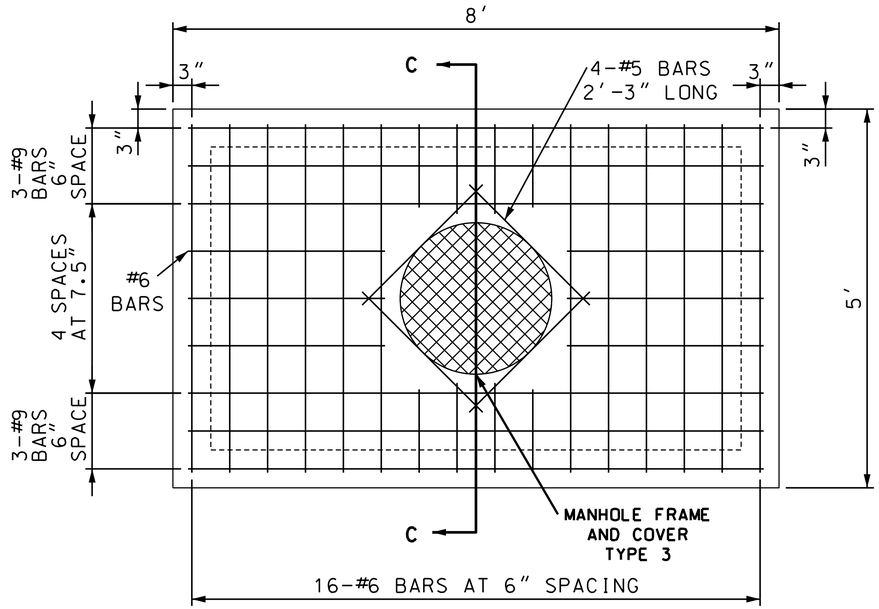
PROJECT NO.

BRIDGE NO.

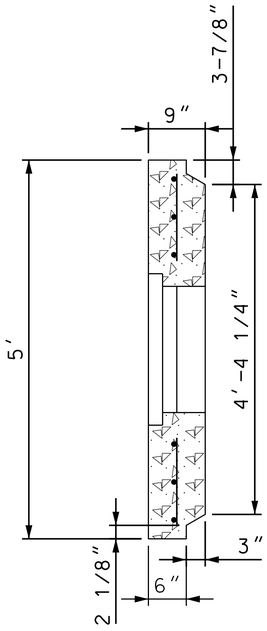
DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
STATE OF MISSOURI: 2001018780 · 2003000161 · 2005000317
ANDERSON COA# 000062 · AUDREY ECKHART, PE# 2005009117



TOP VIEW



SECTION C–C

CULVERT SECTION
JUNCTION BOX
SHEET 6 OF 6

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	52

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

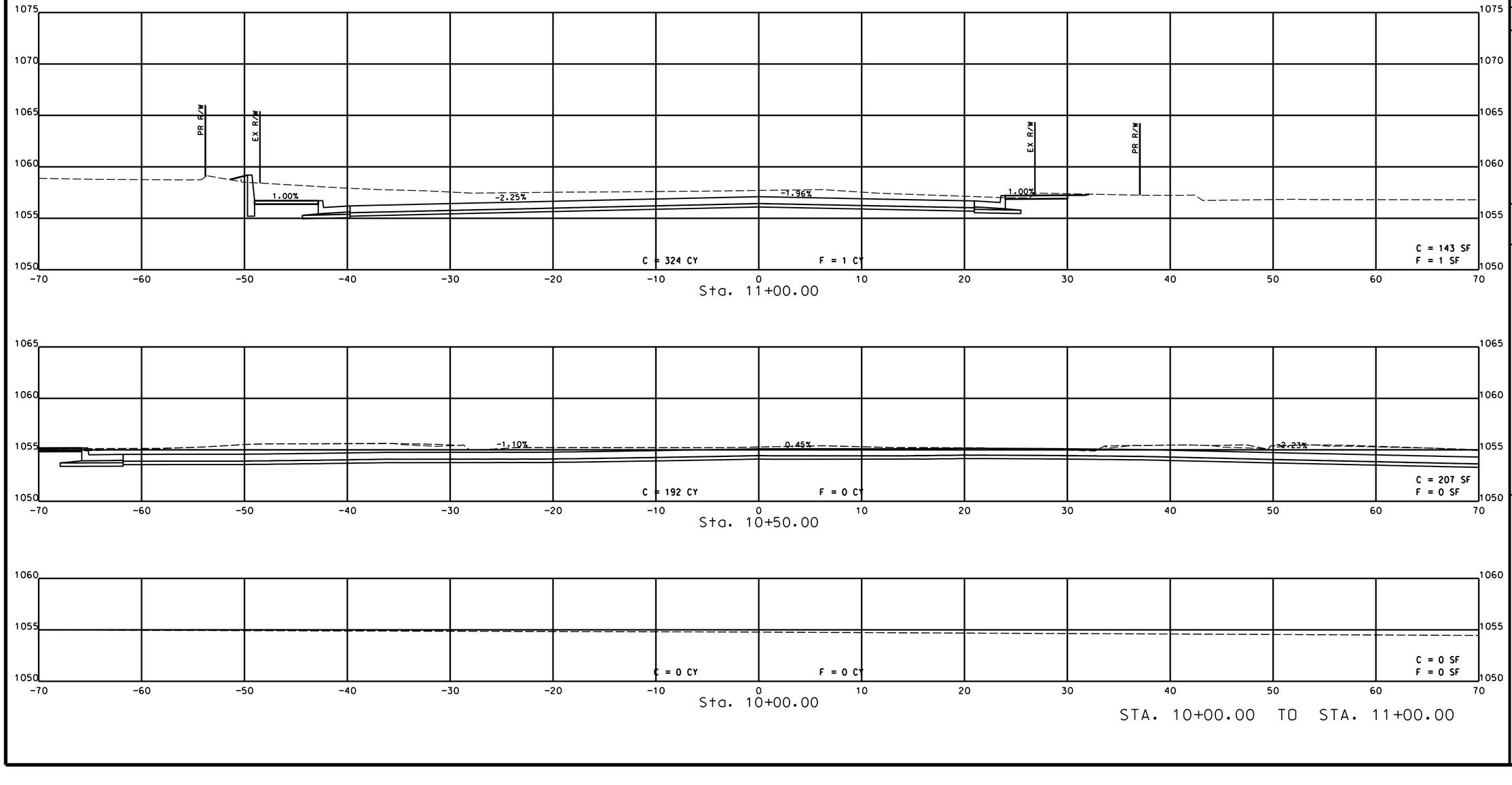
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
218 E. 11TH, P.O. BOX 1647, WEST PLAINS, MISSOURI 65775 (417) 256-6912
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009018117

15TH STREET



STA. 10+00.00 TO STA. 11+00.00

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	1

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

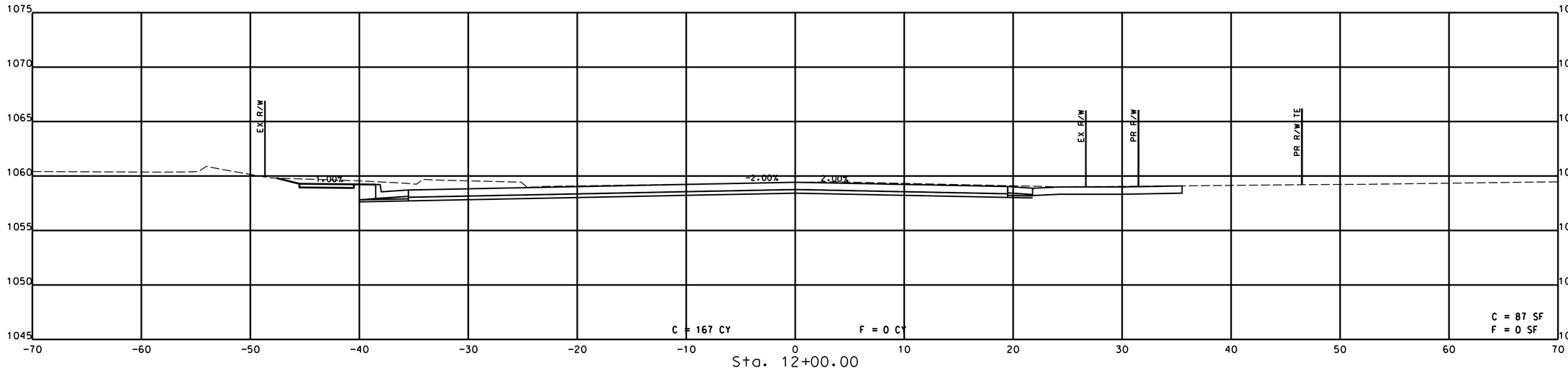
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DESCRIPTION	DATE

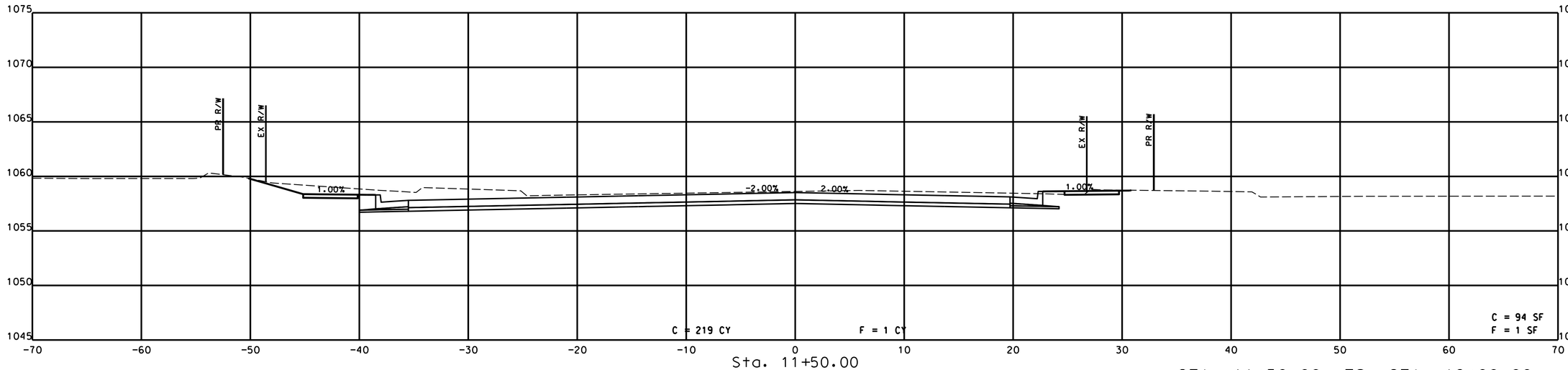
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
5710 RT. K, P.O. BOX 240, OSAGE BEACH, MISSOURI 65065 (573) 348-2594
ANDERSON COA# 000062 - MODOT ECONAT. PE# 2009031717

15TH STREET



Sta. 12+00.00



Sta. 11+50.00

STA. 11+50.00 TO STA. 12+00.00

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	2

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

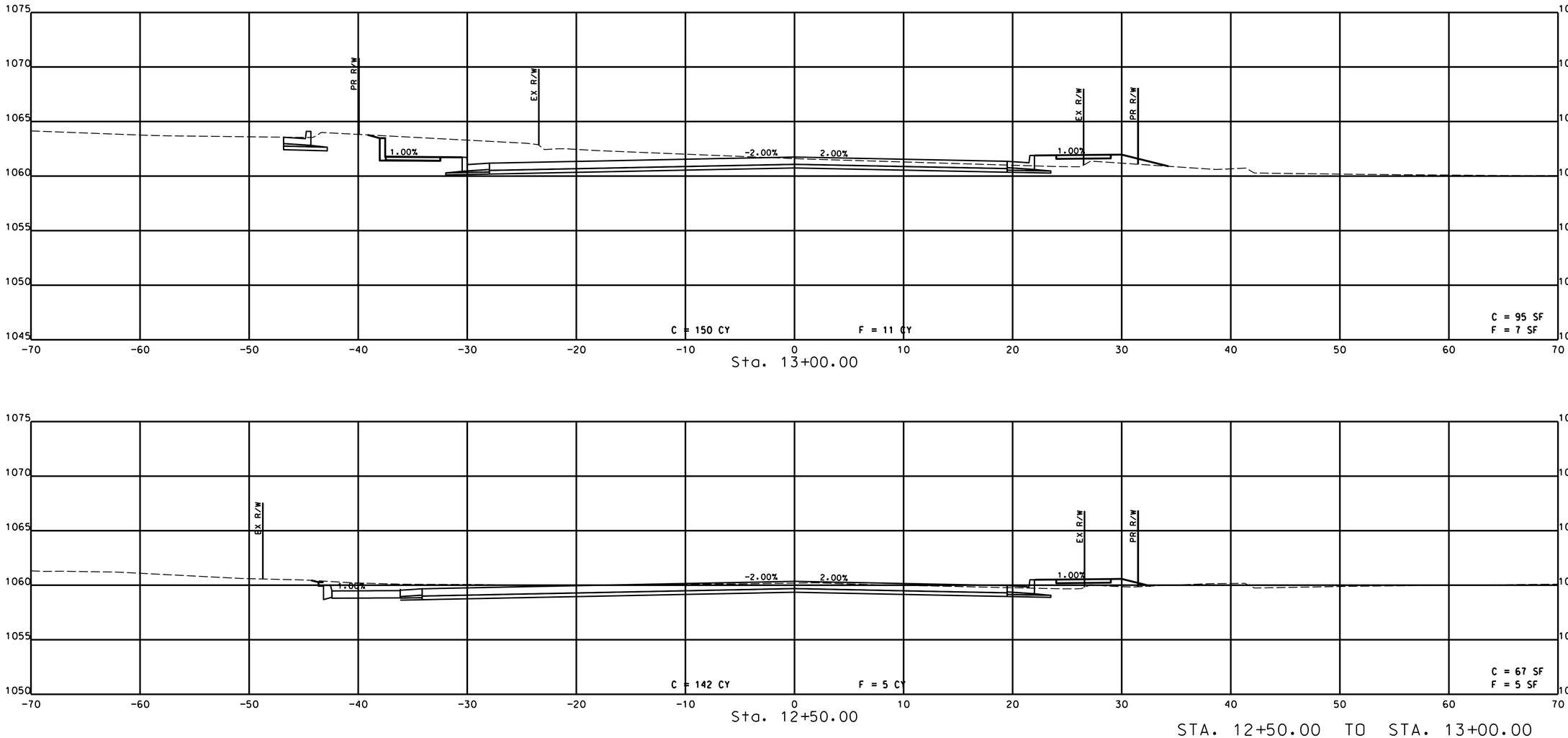
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
5710 RT. K P.O. BOX 240 JOPLIN, MISSOURI 64802 PH. (417) 624-6112
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 2009019117

15TH STREET



Sta. 13+00.00

Sta. 12+50.00

STA. 12+50.00 TO STA. 13+00.00

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	3

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

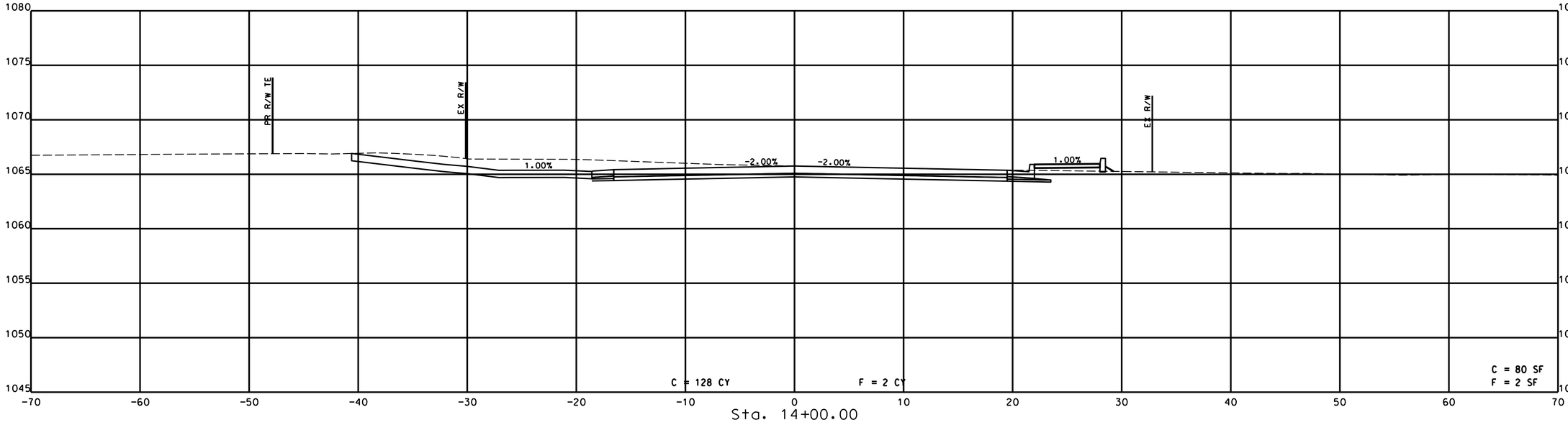
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
816 E. 3RD ST. P.O. BOX 240 · WEST PLAINS, MISSOURI 65775 · (417) 256-9157
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 2009019117

15TH STREET



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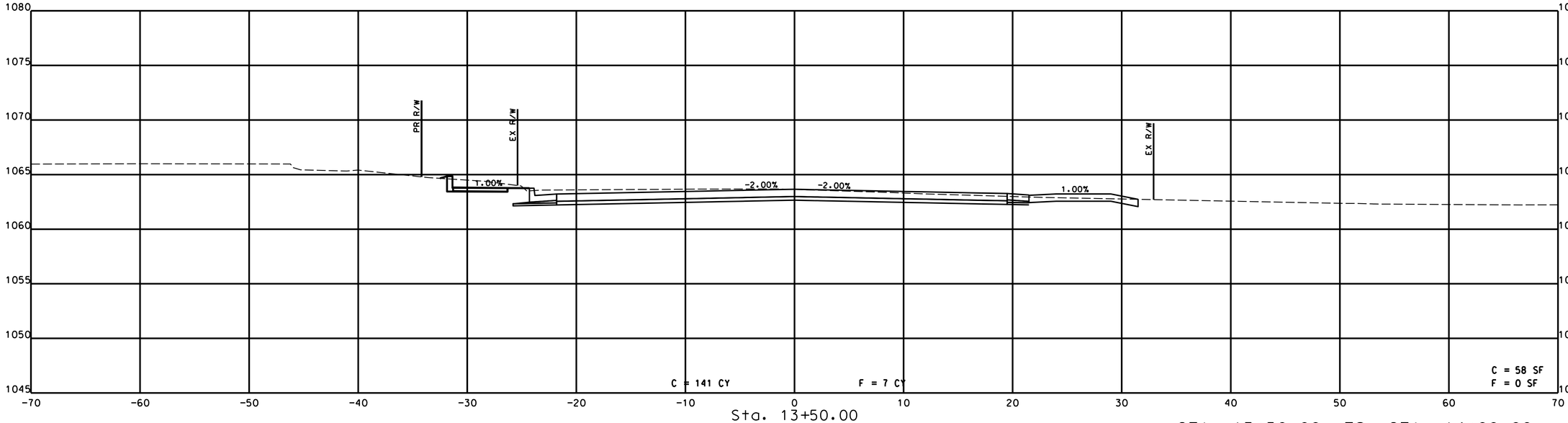


Sta. 13+50.00

STA. 13+50.00 TO STA. 14+00.00

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	4

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

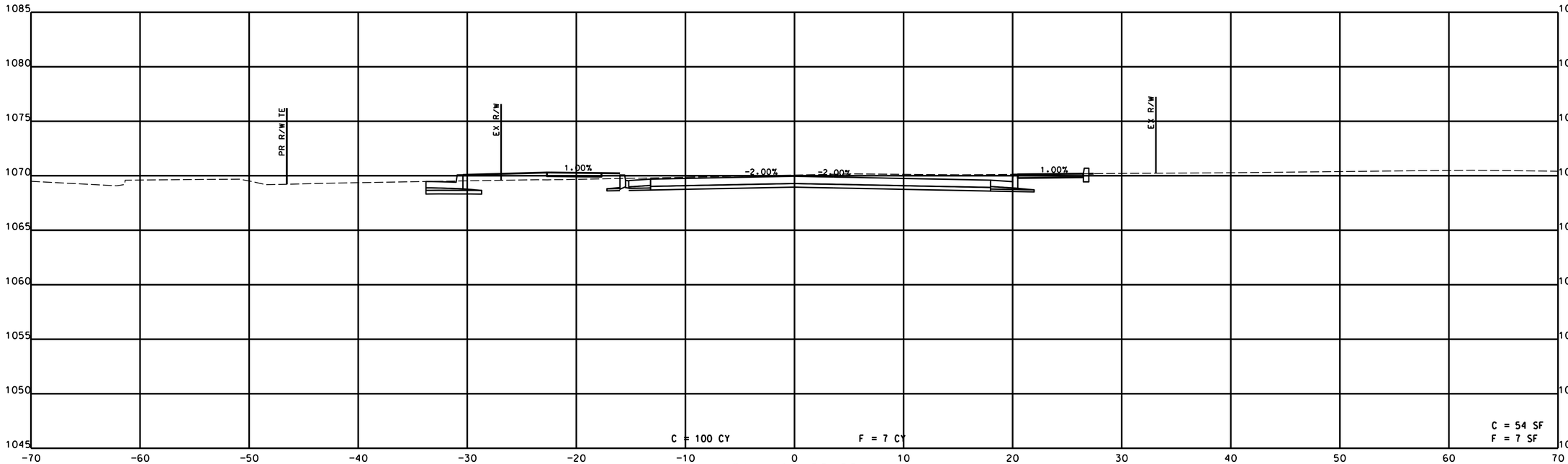
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

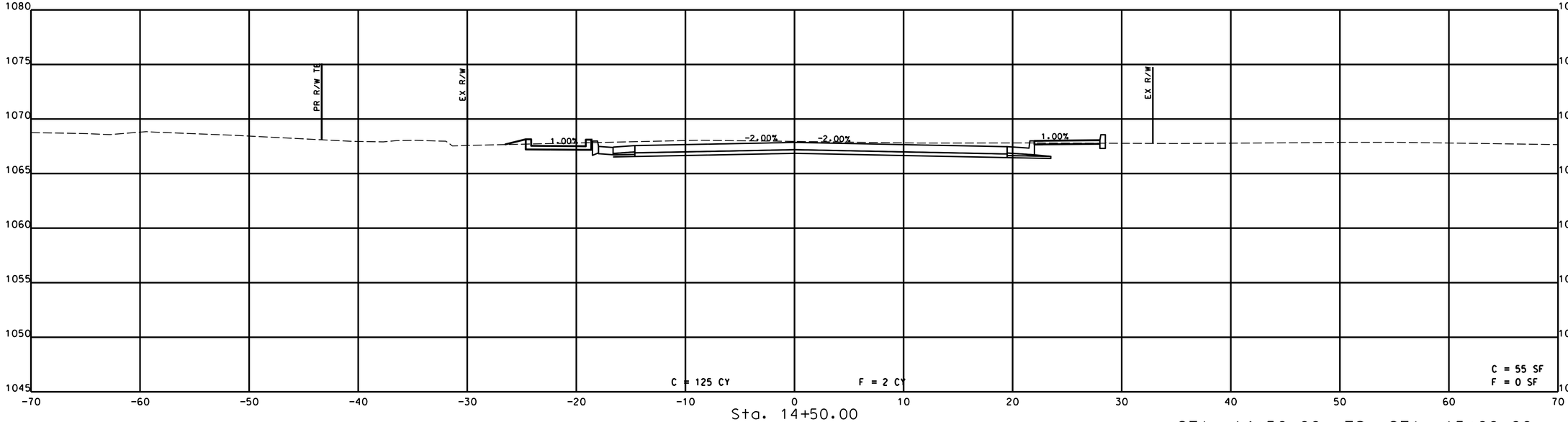
ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS · SURVEYORS · LABORATORIES · DRILLING
816 S. KIMBALL AVE. P.O. BOX 2484 KSC, MISSOURI 65110 PH: (417) 334-1112
ANDERSON COA# 000062 · ANDREW ECKHART, PE# 2009018117

15TH STREET



Sta. 15+00.00



Sta. 14+50.00

STA. 14+50.00 TO STA. 15+00.00

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO

DISTRICT	SHEET NO.
SW	5

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

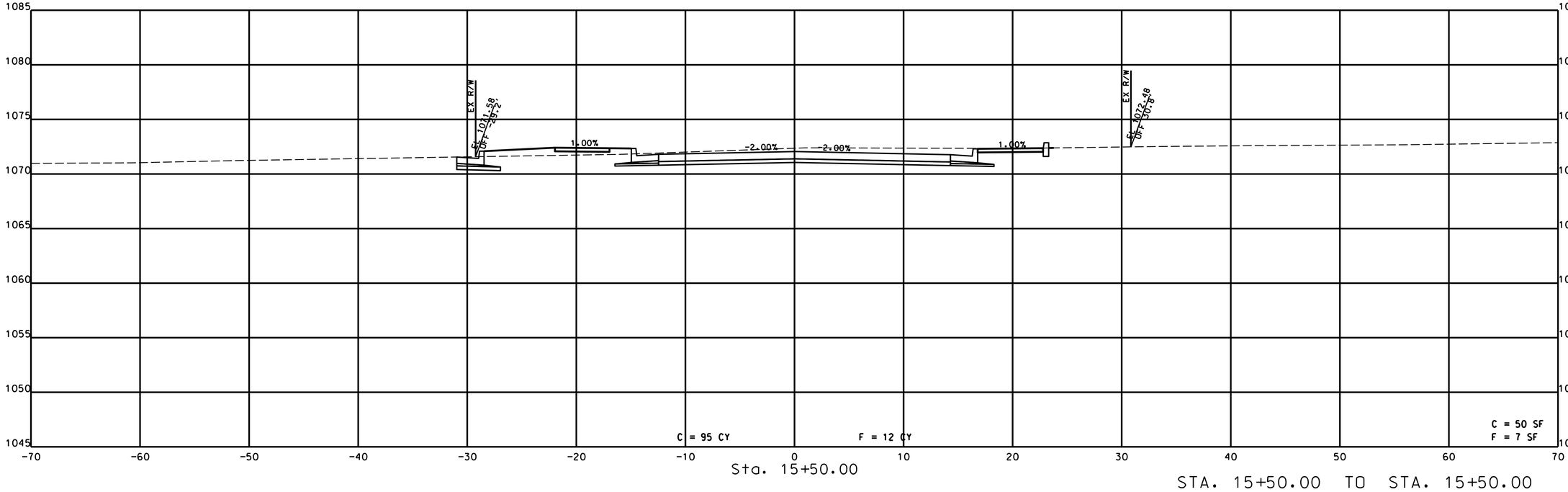
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
516 S. KENTUCKY, SUITE 210, SEDALIA, MISSOURI 65301 PHONE: (660) 826-5112
ANDERSON COA# 000062 - ANDREW ECKHART, PE# 2009018717

15TH STREET



STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	6

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING

15TH STREET

STA. 16+00.00 TO STA. 16+00.00

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	7

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

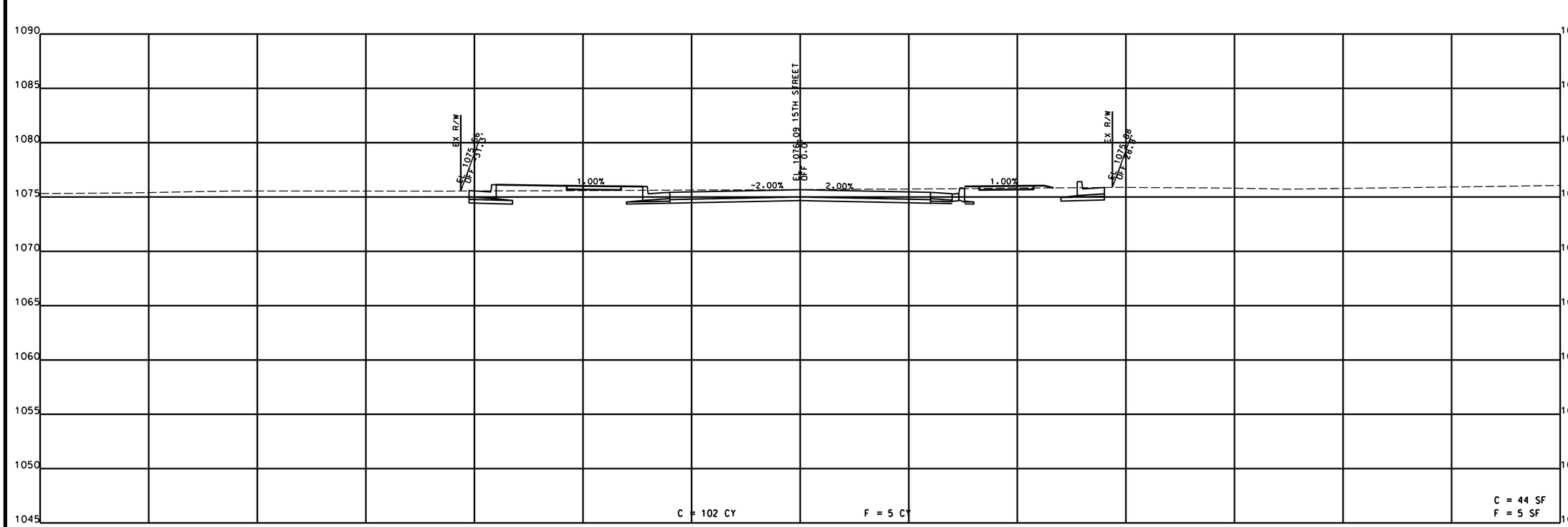
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
218 17TH, P.O. BOX 2041, MERIDIAN, MS 39302-2041 (601) 693-6212
ANDERSON COA# 000062 - ANDREW EICKHART, PE# 2009018117

15TH STREET



STA. 16+50.00 TO STA. 16+50.00

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	8

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

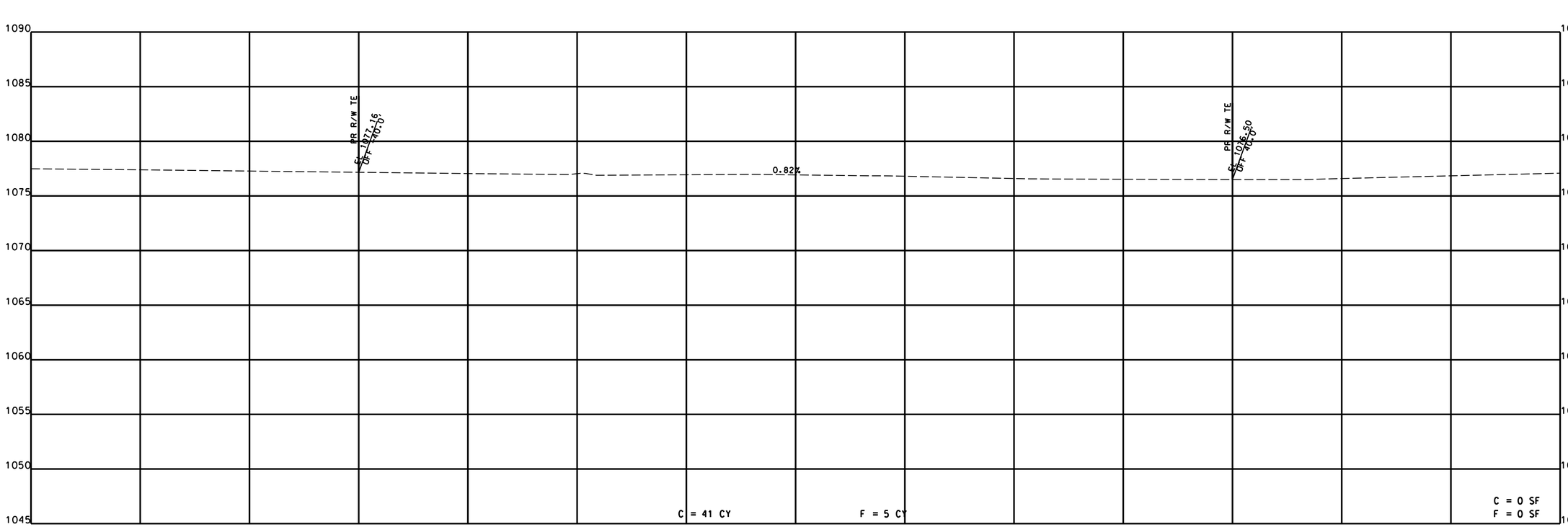
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
218 17TH, P.O. BOX 1647, MISSOURI 65708, (417) 326-5912
ANDERSON COA# 000262 - ANDREW EICKHART, PE# 2009018117

15TH STREET



STA. 17+00.00 TO STA. 17+00.00

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

Sean L. Matlock

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	9

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

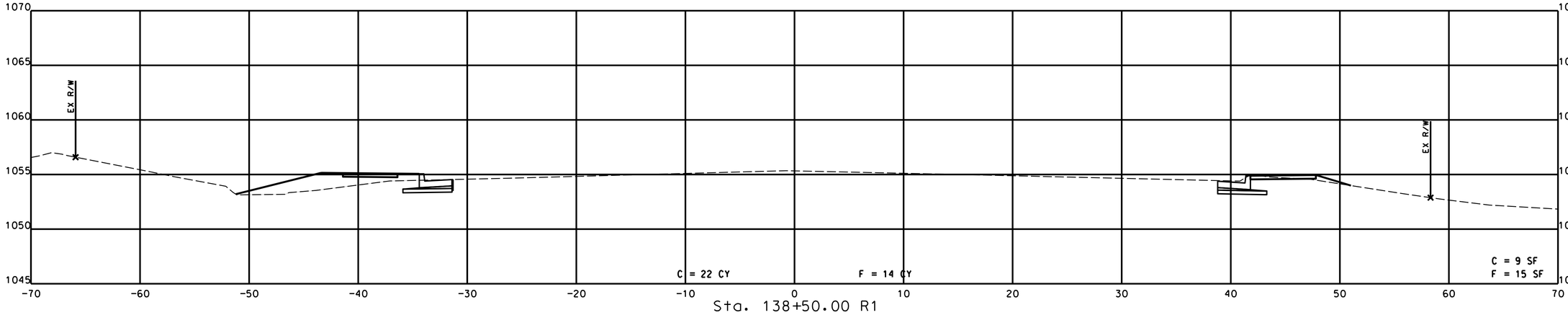
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

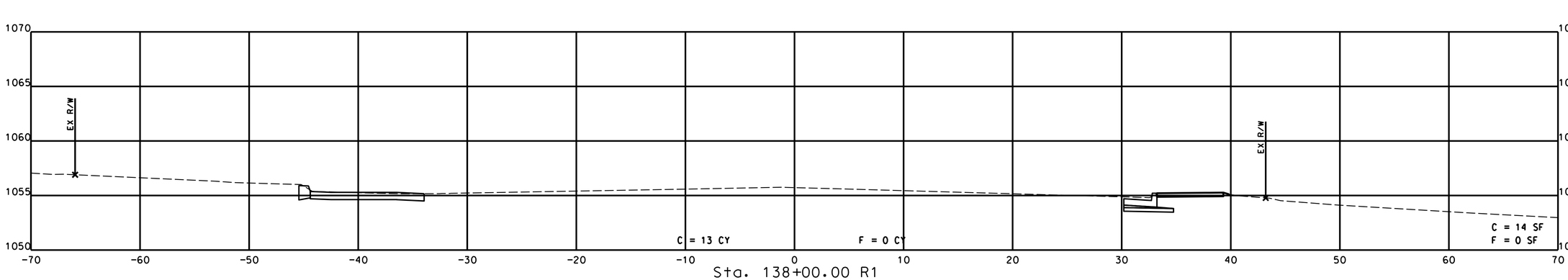
ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS - SURVEYORS - LABORATORIES - DRILLING
218 E. 17TH, P.O. BOX 2041, JOPLIN, MISSOURI 64802 (417) 624-6910
ANDERSON COA# 000262 - ANDREW EICKHOFF, PE# 2009018117

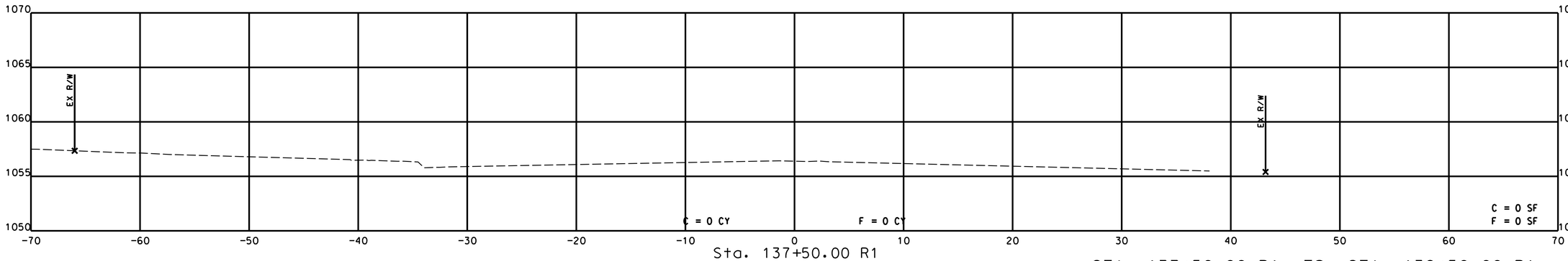
RANGELINE ROAD



Sta. 138+50.00 R1



Sta. 138+00.00 R1



Sta. 137+50.00 R1

STA. 137+50.00 R1 TO STA. 138+50.00 R1

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	10

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION

DATE

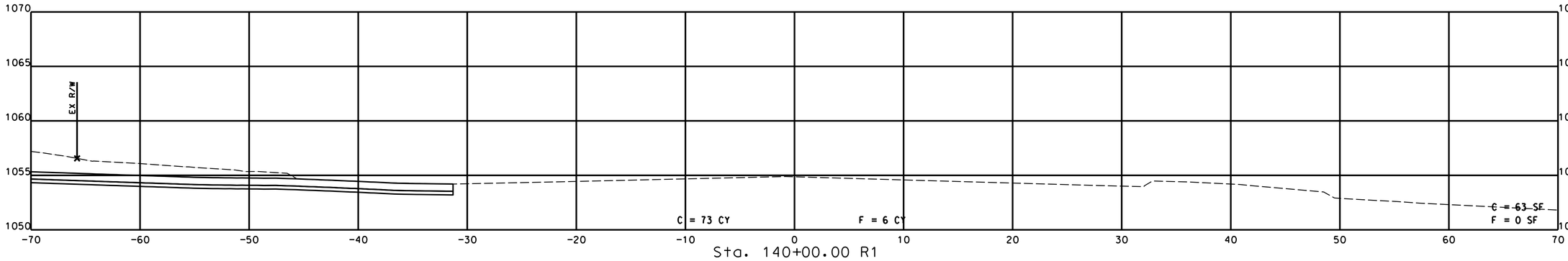
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

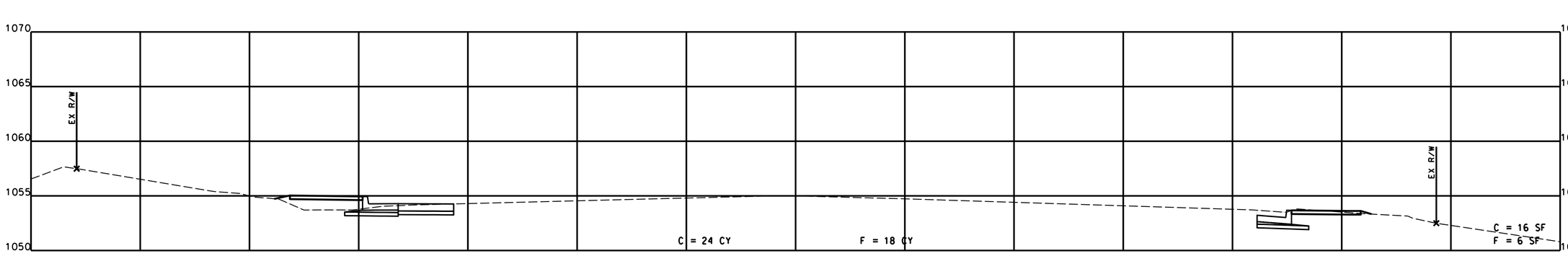
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
816 3TH LAKE DR. • 2644 NEWCASTLE • MISSOURI 65202 • (417) 234-5512
ANDERSON COA# 000082 • ANDREW ECKHART, PE # 2009018117

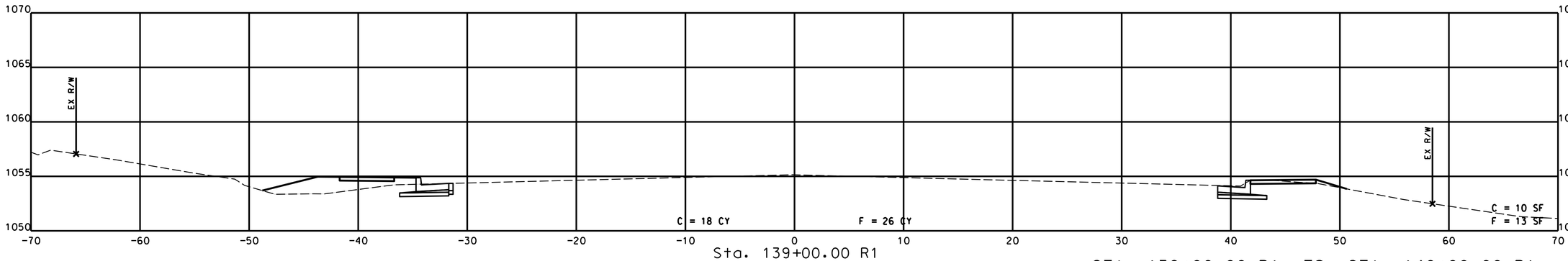
RANGELINE ROAD



Sta. 140+00.00 R1



Sta. 139+50.00 R1



Sta. 139+00.00 R1

STA. 139+00.00 R1 TO STA. 140+00.00 R1

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	11

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

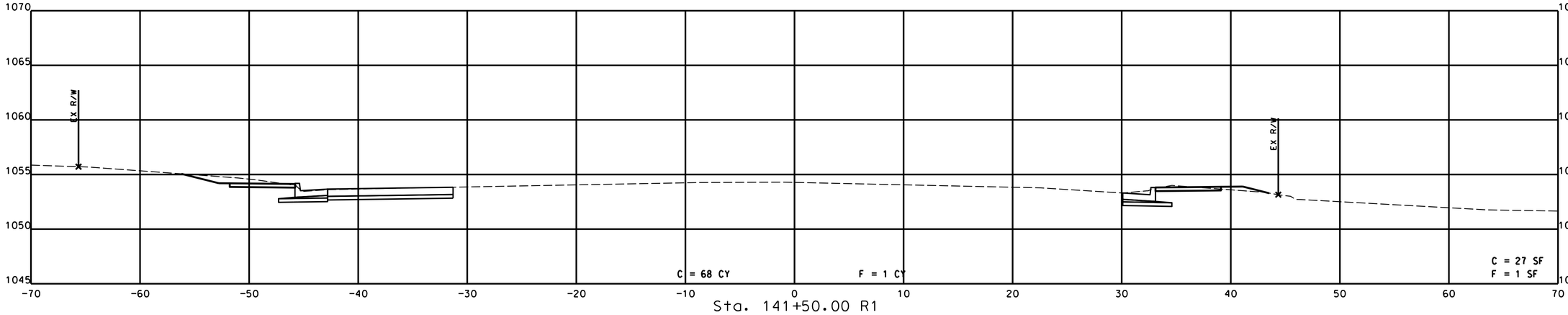
DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

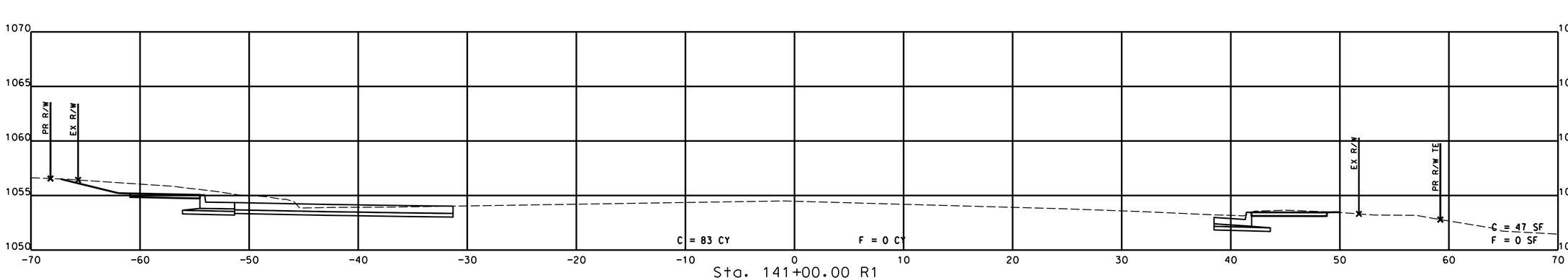
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
816 THEISEN DRIVE • 344 MCKAY • MISSOURI 63376 • (417) 224-5710
ANDERSON COA# 000082 • ANDREW ECKHART, PE # 2009001117

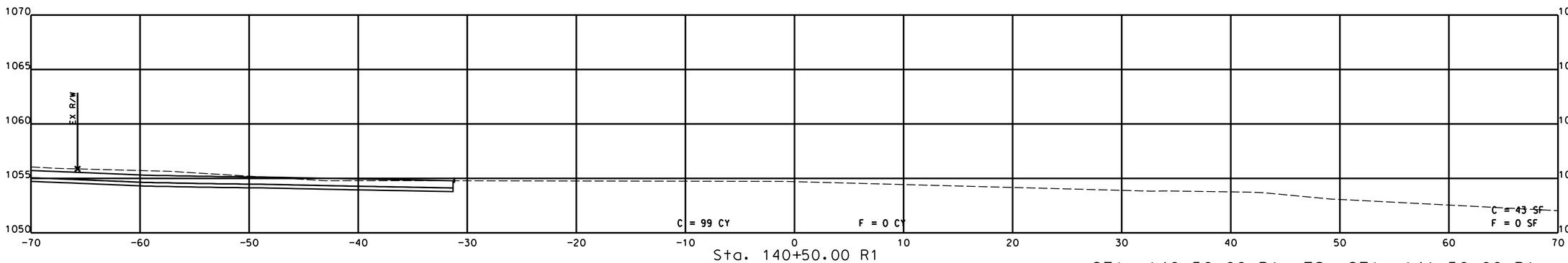
RANGELINE ROAD



Sta. 141+50.00 R1



Sta. 141+00.00 R1



Sta. 140+50.00 R1

STA. 140+50.00 R1 TO STA. 141+50.00 R1

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	12

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

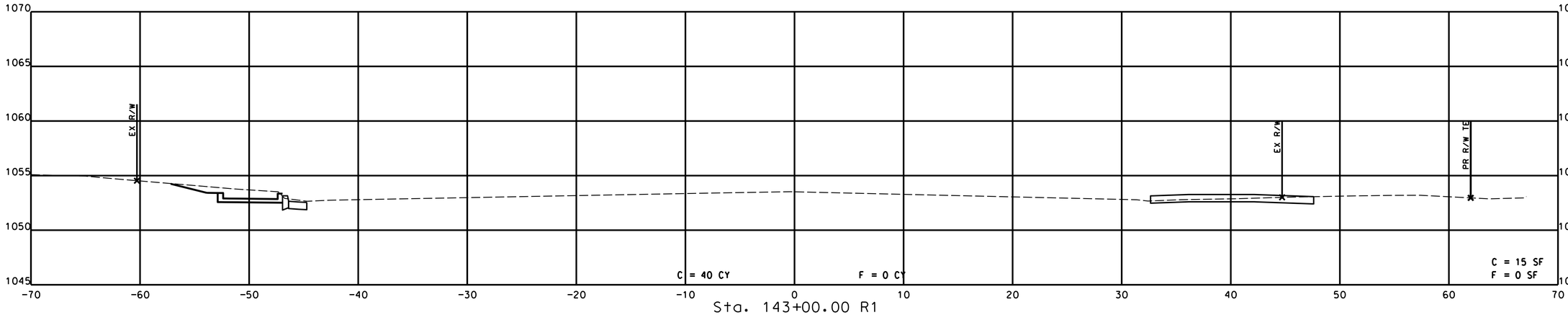
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

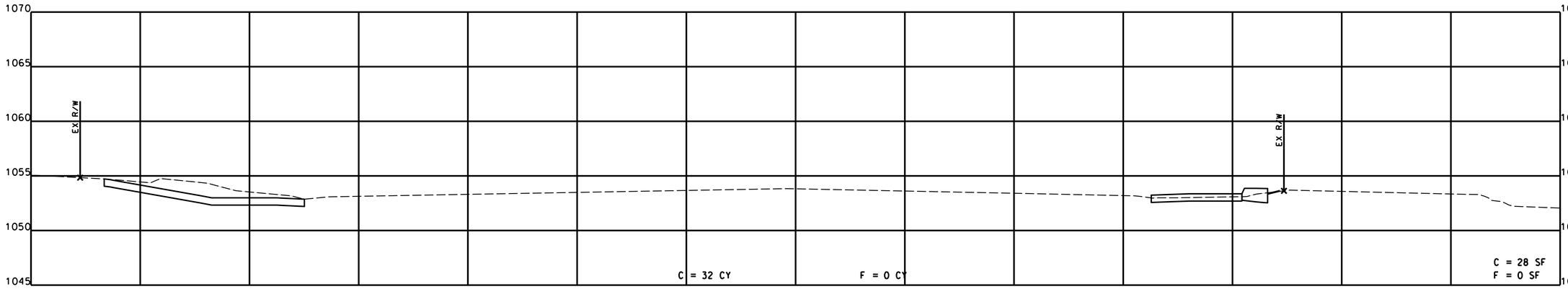
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
816 3TH STREET, 2ND FLOOR • MISSOURI 65101 • (417) 334-5512
ANDERSON COA# 000082 • ANDREW ECKHART, PE # 2009018117

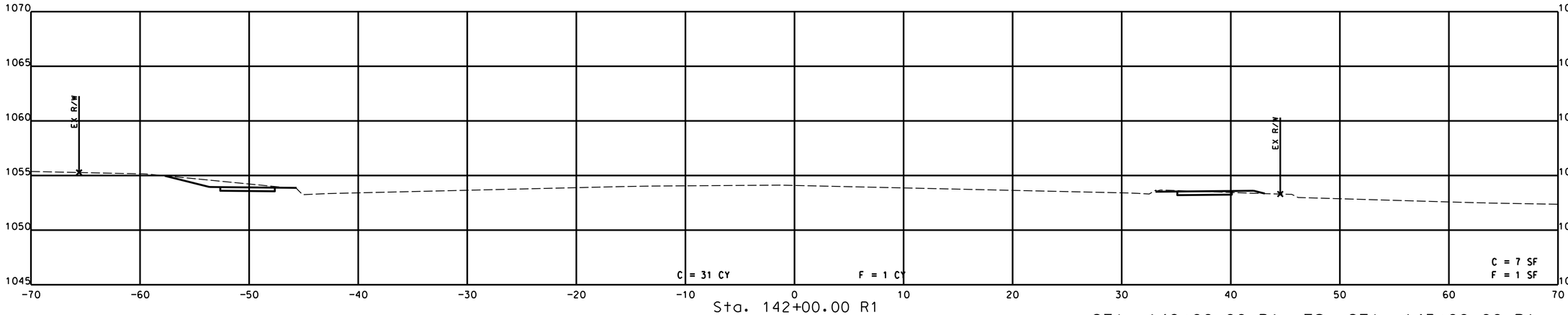
RANGELINE ROAD



Sta. 143+00.00 R1



Sta. 142+50.00 R1



Sta. 142+00.00 R1

STA. 142+00.00 R1 TO STA. 143+00.00 R1

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	13

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

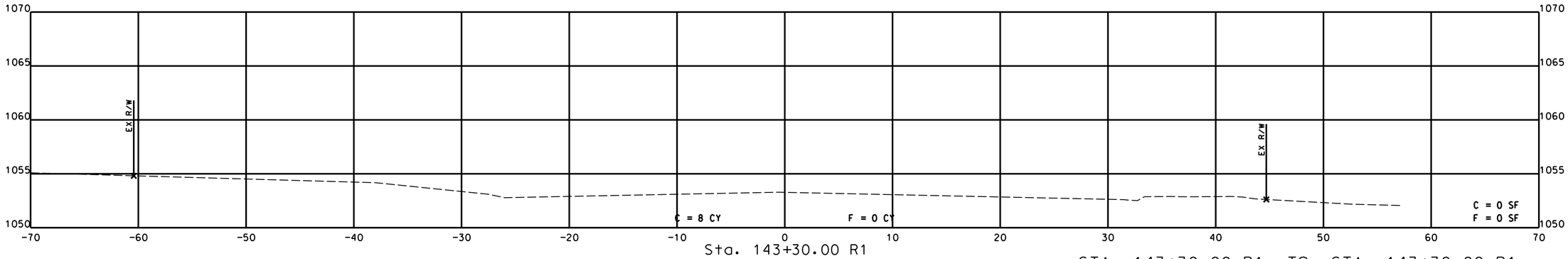
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
STATE OF MISSOURI CERTIFICATE OF AUTHORITY: ENGINEERING #000262 • SURVEYING #2008018717
ANDERSON COA# 000262 • ANDREW ECKHART, PE# 2009018717

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

RANGELINE ROAD



STA. 143+30.00 R1 TO STA. 143+30.00 R1

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-27133
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	14

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DESCRIPTION	DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
816 S. 291 HWY. • LEE'S SUMMIT, MISSOURI 64063 • PHONE (816) 524-4757
ANDERSON COA# 000062 • AHDREY ECKHART, PE# 2009019117

MoDOT

Missouri Department of Transportation
Patrick K. McKenna, Director

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

1.888.ASK MODOT (275.6636)

09/06/2024

City of Joplin
Dan Johnson

Re: Concurrence in Award
J7S3430
15th Street and BL49 Intersection Improvements

Dear Dan Johnson

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to D & E Plumbing & Heating, Inc., with a low bid of $1,523,486.15. MoDOT's External Civil Rights has approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 6%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district representative.

Final Plans Package given to Bidders (include all addenda that were issued)
Fully Executed Contract
Payment Bond, Performance Bond
Insurance Certificate
Signed Worker Eligibility Verification Affidavit
Signed E-Verify Memorandum of Understanding (MOU)
Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing MoDOT's Federal Project Bid Proposal Boilerplate)

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

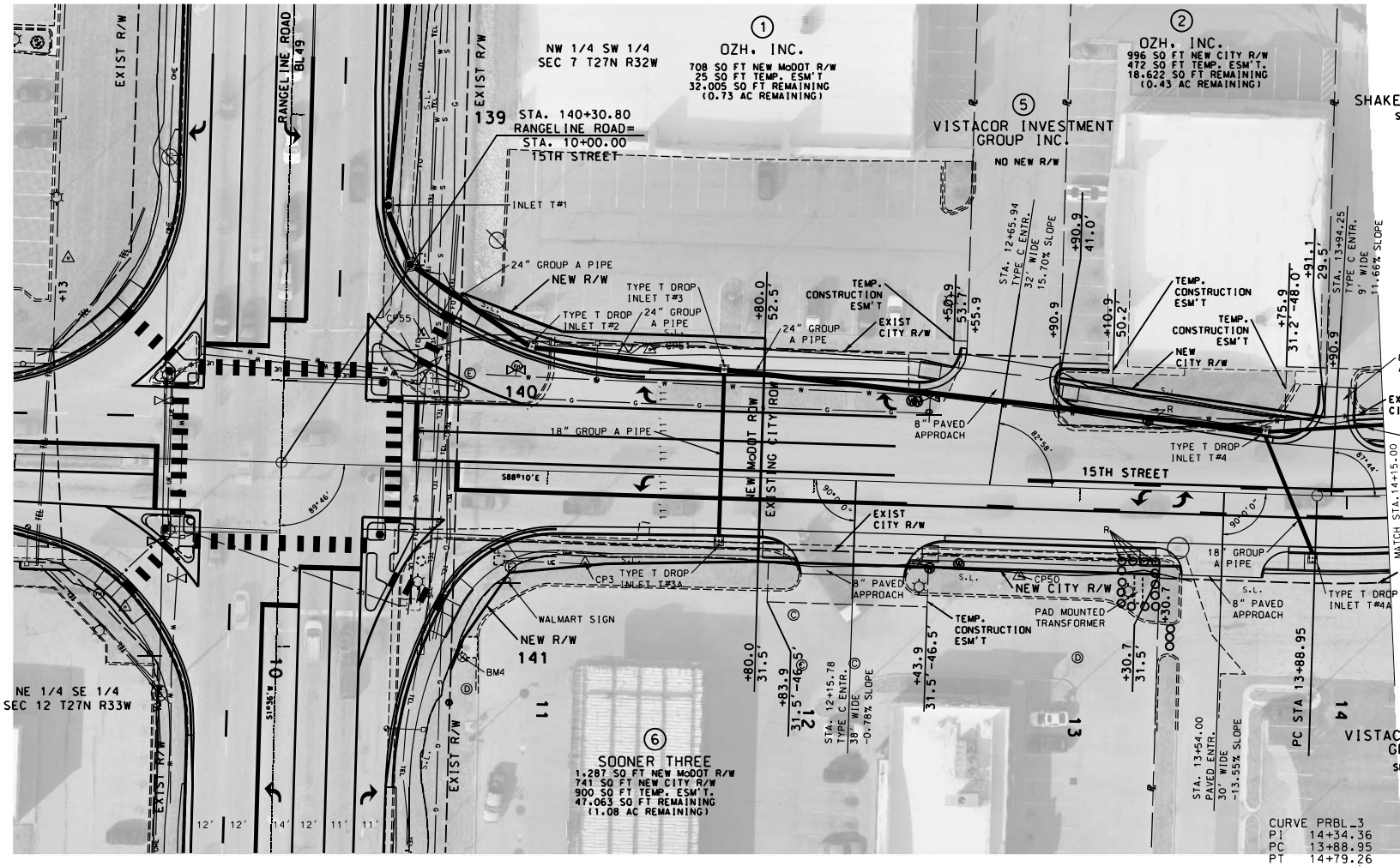
Please contact your MoDOT district representative at https://www.modot.org/contact-modot-lpa, to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,

Ashley Buechter, P.E.

Ashley Buechter, P.E.
Assistant State Design Engineer - LPA
(573)526-6997

NOTE:
SEE CITY OF JOPLIN STANDARDS
FOR TYPE C ENTRANCE



CURVE PRBL_3
PI 14+34.36
PC 13+88.95
PT 14+79.26
Δ 14° 47' 01.4" (LT)
D 16° 22' 12.8"
L 90.31'
T 45.41'
R 350.00'

ENTRANCES CONSTRUCTED THROUGH NEW CONTROLLED ACCESS RIGHT OF WAY BETWEEN STA. 137+50.00 TO STA. 143+25.00 MUST BE WIDENED BY PERMIT.

SCALE
0 20 40 60

PLAN SHEET
15TH STREET
SHEET 3 OF 7

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-2778B
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	6

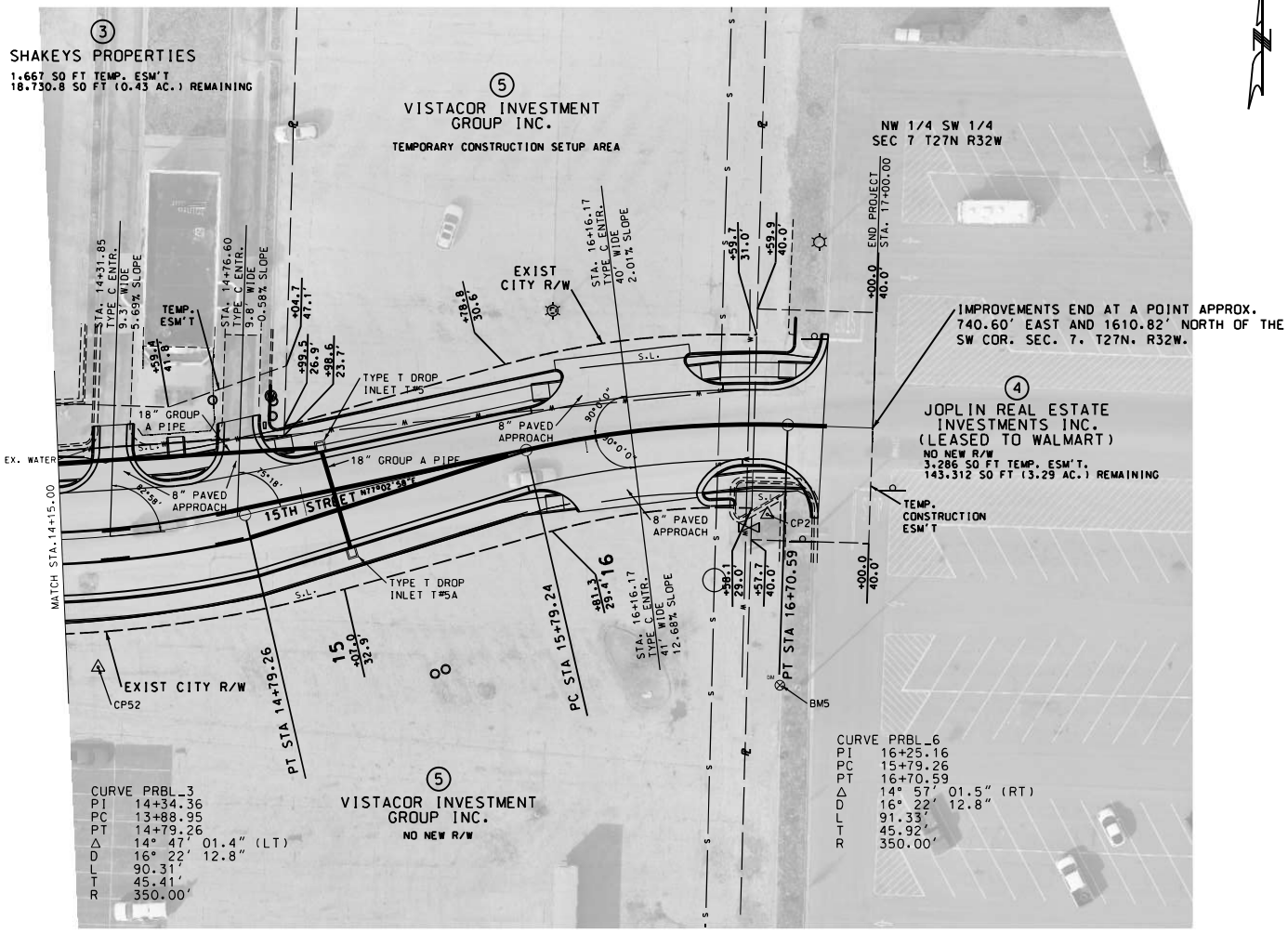
COUNTY
JASPER
JOB NO.
J7S3430
CONTRACT ID.
PROJECT NO.
BRIDGE NO.

DATE	DESCRIPTION

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-475-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING



SCALE
0 20 40 60

ENTRANCES CONSTRUCTED THROUGH NEW CONTROLLED ACCESS RIGHT OF WAY BETWEEN STA. 137+50.00 TO STA. 143+25.00 MUST BE WIDENED BY PERMIT.

PLAN SHEET
15TH STREET
SHEET 4 OF 7

STATE OF MISSOURI
SEAN LEE MATLOCK
NUMBER PE-2010033
PROFESSIONAL ENGINEER

DATE PREPARED
2/23/2024

ROUTE	STATE
BL49	MO
DISTRICT	SHEET NO.
SW	7

COUNTY
JASPER

JOB NO.
J7S3430

CONTRACT ID.

PROJECT NO.

BRIDGE NO.

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

COUNCIL BILL NO. 2024-138 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with D&E Plumbing and Heating Inc. in the amount of One Million Five Hundred Twenty-Three Thousand Four Hundred Eighty-Six and 15/100 dollars ($1,523,486.15) for construction of the Range Line Road and East 15th Street Extension Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the City enter into an agreement with D&E Plumbing and Heating Inc. in the amount of One Million Five Hundred Twenty-Three Thousand Four Hundred Eighty-Six and 15/100 dollars ($1,523,486.15) for construction of the Range Line Road and East 15th Street Extension Project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with D&E Plumbing and Heating Inc.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Infrastructure Improvements fund.

Section 4. That this Council Bill shall have an effective date of October 8, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-138

I hereby certify that a sufficient amount is available in the Infrastructure Improvements Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-286 Approving Amendment #3 to the March 24, 2024 contract with Alvarez & Marsal to provide additional Professional Administrative Support Services and Technical Assistance for the ARPA Community Revitalization Program.

MEETING DATE
September 16, 2024

ORIGINATING DEPT
Planning, Development & Neighborhood Services

REVIEWED BY
Dept. Head: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nicholas Edwards; Finance Director: Leslie Haase

SUMMARY
This Council Bill approves a contract amendment with Alvarez & Marsal to provide additional administrative support and technical assistance for the administration of the ARPA Community Revitalization Program suite of housing projects. The Alvarez & Marsal contract was approved by Council Bill 2024-256.

BACKGROUND
The federal American Rescue Plan Act ("ARPA") of 2021 established a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") for the purpose of responding to the impact of COVID-19 and the affects felt within communities, residents, and businesses across the nation. The funding aims to provide local governments with the resources to respond to the public health emergency and its economic impacts within four allowable use categories.

The Department of Treasury awarded the State of Missouri a $2.5 billion share of federal funding after which time the Missouri General Assembly appropriated $100 million of the State Fiscal Recovery Fund to the Missouri Department of Economic Development ("DED") for community development and revitalization. The DED then established the ARPA Community Revitalization Grant Program, a competitive program that requires a 50% funding match. The City of Joplin applied to and was awarded $3.5 million with the $3.5 million local match provided through the City's local ARPA award.

The Seven Million funding stream is providing three housing projects to advance neighborhood revitalization in three distinct ways. The $3 million Joplin Homeowner's Assistance Program offers up to $40,000 in down payment and closing cost assistance; the $2 million Joplin Homeowner's Rehabilitation Program offers up to $25,000 for home repairs; and finally the $2 million Demolition Program provides funding for the demolition of vacant structures that have been deemed dangerous.

BID PROCESS SUMMARY

The Planning, Development, and Neighborhood Services department issued Request for Proposal #2023-RFP-12 for Services related to the administration of the ARPA Community Revitalization Program. Despite documented outreach to solicit responses from disadvantaged businesses across several categories, a total of two organizations responded.

The interview team independently evaluated each organization's response to questions broadly categorized as: resource allocation, compliance, project timelines, and value add. The team graded each respondent, and the average score identified Alvarez & Marsal as the winning firm.

Negotiation conversations took place in December 2023 & January 2024 to increase the level of office hours and onsite assistance for the JHAP2 program. The original proposal was submitted to council for approval with the intention of requesting additional funding as needed to closeout the programs.

The increase of Amendment #3 in the amount of $265,978 for a total not to exceed contract value of $$799,588 is still below the cost of the other organization's proposal.

EXHIBITS

"Exhibit A" - Alvarez & Marsal Contract;
"Exhibit B" - Alvarez & Marsal October 20, 2023 & January 4, 2024 Proposals

FUNDING SOURCE

This item includes a budget amendment to utilize General Fund Use Tax proceeds.

RECOMMENDATION

Staff recommends approval of this council bill for additional Professional Administrative Support Services with Alvarez & Marsal on first reading.

EXHIBIT A

Council Bill 2024-256
2-20-24

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Finance Department
602 South Main Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT
Alvarez and Marsal Infrastructure and Capital Projects LLC
655 15th Street, NW Suite 600,
Washington, D.C. 20005

AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of March, 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2023-RFP-12 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated October 20, 2023 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best value Offeror for performing the services listed in this RFP attached hereto and incorporated herein as Exhibit A;

NOW, THEREFORE, the parties to the contract agree to the following:

1. **Term:** All work tasks under this Agreement shall be completed no later than July 31, 2026, unless specifically agreed to in writing by the City and Consultant..

2. **Services:** The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice. The services provided by the Consultant (the Services") hereunder may include advice and recommendations, but A&M will not make any decisions on behalf of Client in connection the implementation of such advice and recommendations. The Client represents and warrants that it has the power and authority to execute this agreement on behalf of, and to bind, itself and its related entities.

   A. Introduction of Services: The Consultant has provided a proposal dated October 20, 2023 (Exhibit B), which outlines a range of services that the Consultant is capable of providing to the City. This proposal is intended to serve as a list of potential consulting activities from which the City may select based on its evolving needs and priorities. The City acknowledges that the actual scope of services to be provided by the Consultant will be determined on an as-needed basis, according to the City's direction and within the constraints of the City's budget and timeline. The scope outlined in the proposal shall not be construed as a binding obligation on the Consultant to perform all services listed but rather as a flexible framework from which specific tasks may be selected.
   B. Modification of Scope: The parties may agree to add to the Consultant Services or delete therefrom activities of a similar nature to those set forth in Exhibit A. All such directives and

changes shall be in written form (a "Change Order") and prepared and approved by the City and, once accepted by the Consultant, countersigned by the Consultant. The Consultant shall not be obligated to undertake such changed activities unless and until the mutual execution of a Change Order.

3. **Payment:** The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. **Exchange of Data:** All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. **Personnel/Sub-contractor:** The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Consultant or sub-contractors of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. Services performed hereunder by A&M's subcontractors shall be invoiced as professional fees on the same basis as Services performed by A&M's personnel, unless otherwise agreed.

7. **Termination:** Either party may terminate this Agreement without cause by giving thirty (30) days' prior written notice to the other party. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by A&M under this contract shall at the option of the Client become its property; provided that any work-in-progress shall be provided on an as-is basis, without warranty or indemnity of any kind.

8. **Assignment:** Neither party shall assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the other party thereto. Provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Agreement, including the right to change or delete activities from the contract or to terminate the same, in each case as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Agreement, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents:** a) All Services and Deliverables shall be solely for Client's benefit and are not intended to be relied upon by any person or entity other than Client. Client shall not disclose the Services or Deliverables, or refer to the Services or Deliverables in any communication, to any person or entity except (i) as specifically set forth in the Agreement, or (ii) to Client's contractors solely for the purpose of their providing services to Client relating to the subject matter of the engagement, provided that such contractors comply with the restrictions on disclosure set forth in this sentence, or (iii) as otherwise required by law. The parties recognize and agree that the Client, City of Joplin, is a municipal corporation organized under the laws of the State of Missouri and subject to RSMo Chapter 610 ("sunshine law"). Client, however, may create its own materials based on the content of such Services and Deliverables and use and disclose such Client-created materials for external purposes, provided that, Client does not in any way, expressly or by implication, attribute such materials to A&M or its subcontractors.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives

of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the party's intention that the Consultant will be an Independent Consultant and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation, and unemployment insurance laws. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. **City Benefits:** The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

    B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. **Conflict of Interest:** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

17. **Subcontracts:** In case any or all of this work is sublet, the Consultant shall require the subcontractor to procure and maintain all insurance required in section 18 hereof and in like

amounts. Consultant shall require all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

18. **Insurance:** Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. It shall be the responsibility of the Consultant to always maintain the required insurance coverage during the term of the Contract. Failure of the Consultant to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

    The certificates of insurance shall be filed with the City within 24 hours of the time that this contract is signed by the Consultant. The required endorsements shall be provided within forty-five days after the applicable policies renew. Consultant shall provide thirty (30) days written notice prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to: City of Joplin – Planning, Development and Neighborhood Services, 602 S. Main, Joplin, MO 64801

    All policies except for the professional liability policy shall include the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php).

    As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

    a. Workers' Compensation.....Statutory coverage per RSMo 287.010 et seq.
    Employer's Liability..... $1,000,000.00

    b. Commercial General Liability Insurance, including coverage for Contractual Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Eight Hundred Four Thousand Forty- Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Consultant agrees to cause its insurer to include City as an additional insured on such insurance policy, and said policy shall be primary and noncontributory.

    c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Eight Hundred Four Thousand Forty- Six and no/100 Dollars ($2,804,046.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Twenty Thousand Six Hundred Six and no/100 Dollars ($420,606.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

19. **Liability and Indemnity :**
    a. Each party, its subsidiaries and subcontractors, and their respective personnel shall not be liable for any claims, liabilities, or expenses relating to this contract or the Services ("Claims") for an aggregate amount exceeding one times the contract fees, except to the extent resulting from the recklessness, bad faith, or intentional misconduct of A&M or its subcontractors, in which case the aforementioned limit of liability shall not apply. Except for claims subject to indemnification hereunder in no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement. In circumstances where any limitation on damages or indemnification provision

hereunder is unavailable, the aggregate liability of each party, its subsidiaries, subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of each party bears to all other conduct giving rise to such Claim.

b. A&M shall indemnify, defend and hold harmless Client and its personnel from all Claims attributable to claims of third parties solely for bodily injury, death or damage to real or tangible personal property, to the extent directly and proximately caused by the negligence or intentional misconduct of A&M while engaged in the performance of the Services. A&M shall indemnify, defend, and hold harmless Client and its personnel from all Claims attributable to the claims of third parties for infringement by a Deliverable of any U.S. patent existing at the time of delivery and known to A&M or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by A&M or its subcontractors or use thereof in a manner not contemplated by this Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by A&M, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by A&M. If Client's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, A&M, at its option and expense, shall have the right to (x) procure for Client the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that, if (y) or (z) is the option chosen by A&M, the replacement or modified Deliverable is capable of performing substantially the same function. In the event A&M cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, A&M may require Client to cease use of such Deliverable and refund the professional fees paid to A&M with respect to the Services giving rise to such Deliverable. The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of A&M, relating to a claim that any of A&M's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

c. Client shall indemnify and hold harmless A&M, its subsidiaries and subcontractors, and their respective personnel from all Claims attributable to the claims of third parties solely for bodily injury, death, or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligence or intentional misconduct of Client while A&M is engaged in the performance of the Services.

d. As a condition to the foregoing indemnity obligations, the indemnified party shall provide the indemnifying party with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such Claim. The indemnifying party shall be entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

20. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

21. **Jurisdiction.** This contract, including attachments and all matters relating to the Services shall be governed by, and construed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri or the U.S. District Court, Western District of Missouri.

22. **Miscellaneous:**
    a. Substantial and meaningful involvement of management of the City is critical to the success of this engagement. The City will be responsible for ensuring that the identified City personnel

actively participate in both the planning and execution of the Services. A&M agrees to be responsible for providing management oversight of its performance under this contract.

b. The City is, and will continue to be, solely responsible for establishing and maintaining effective internal control over financial reporting, including, without limitation, systems designed to assure achievement of its control objectives and its compliance with applicable laws and regulations.

c. Consultant will not be responsible for the accuracy or completeness of any data made available to Consultant through any third-party tool, database, or software application. The City further acknowledges and agrees that Consultant will have no responsibility for evaluating the functionality of such third-party tool, database, or software application, nor for any results obtained by Consultant through the use of such third-party tool, database, or software application.

d. This is a services engagement. Except as specifically provided herein, A&M DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

23. **Client Responsibilities:** Each party shall cooperate with the other in the performance of the Services. Client will provide A&M with reasonable facilities and timely access to data, information, and personnel of Client. With respect to the data and information provided by Client to A&M or its subcontractors for the performance of the Services, Client shall have all rights required to provide such data and information, and shall do so only in accordance with applicable law and with any procedures agreed upon in writing. Client shall be solely responsible for, among other things (a) the performance of its personnel and agents; (b) the accuracy and completeness of all data and information provided to A&M for purposes of the performance of the Services; (c) making all management decisions, performing all management functions, and assuming all management responsibilities; (d) designating a competent management member to oversee the Services; (e) evaluating the adequacy and results of the Services; (f) accepting responsibility for the results of the Services; (g) establishing and maintaining internal controls, including monitoring ongoing activities; (h) timely decision making and funding of the contract.

24. **Force Majeure:** Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

25. **Limitation on Actions:** Any action or cause of action brought under this contract must be brought within the timeframe permitted by the applicable statute of limitations, but in no event more than seven (7) years from the date the cause of action accrued.

26. **Independent Agent:** Each party hereto is independent of each other and neither party is, nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

27. **Survival and Interpretation:** All provisions that are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of such performance. No affiliated or related entity of A&M, or such entity's personnel, shall have any liability hereunder to Client and Client will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this contract. Each of the provisions of these terms shall fully apply of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term "including" shall be deemed to be followed by "without limitation."

28. **Waiver of Jury Trial:** THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITIED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS CONTRACT OR THE SERVICES.

itself, or for others, any materials or processes, including those that may be similar to those produced as a result of the Services, provided that A&M complies with its obligations of confidentiality set forth hereunder.

30. **Non-solicitation:** During the term of the contract and for a period of one (1) year thereafter, each party agrees that its personnel (in their capacity as such) who had substantive contact with personnel of the other party during such engagement shall not, without the other party's consent, directly or indirectly employ, solicit, engage, or retain the services of such personnel of the other party. In the event a party breaches this provision, the breaching party shall be liable to the aggrieved party for an amount equal to thirty percent (30%) of the annual base compensation of the relevant personnel in his or her new position. Although such payment shall be the aggrieved party's exclusive means of monetary recovery from the breaching party for breach of this provision, the aggrieved party shall be entitled to seek injunctive or other equitable relief. This provision shall not restrict the right of either party to solicit or recruit generally in the media.

31. **Records and Audits:** The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

32. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Troy Bolander
Director of Planning, Development and
Neighborhood Services

CONSULTANT

Alvarez & Marsal Infrastructure and Capital Projects
Company Name

By: _____
Rob Reid, Managing Director

Name: Robert Reid
Print or type

Title: Managing Director

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit B

REQUEST FOR PROPOSAL:

ADMINISTRATIVE SERVICES OF THE COMMUNITY REVITALIZATION PROGRAM

Date of Submission:
October 20th, 2023

City of Joplin
602 South Main Street
ATTN: Holly Stone, Project Coordinator
Joplin, MO 64801

Submitted by:

Alvarez & Marsal
Infrastructure & Capital Projects
655 15th Street, NW Suite 600
Washington, DC 20005

Riz Shah
Managing Director
E-mail: riz.shah@alvarezandmarsal.com
(202) 412-5066

This proposal contains information that shall not be disclosed outside of City of Joplin and shall not be duplicated, used, or disclosed in-whole or in-part for any purpose other than to evaluate this proposal. The information subject to this restriction is contained in all pages/sheets herein. This proposal does not constitute a contract to perform services. Any engagement arising out of this proposal will be subject to the execution of a formal engagement contract, including our standard terms and conditions and fees and billing rates established therein.

October 20th, 2023

City of Joplin
602 South Main Street
Joplin, MO 64801

Dear Ms. Stone,

The City of Joplin (the City) has the important task of identifying the most qualified team to provide grant administration and program management services in supporting the City's Community Revitalization Program. As your current provider for the City's broadband planning project, as well as prior experience developing and implementing the City's CDBG-DR program which included the JHAP and JHRP Round #1 workstream, our Alveraz & Marsal (A&M) Team is able to offer what no other professional services organization can – the significant institutional knowledge that comes from serving you on a daily basis, backed by the resources of an organization with the relevant qualifications and requisite local experience to exceed your expectations. The advantages of engaging A&M and its team again are numerous:

- **Advisors in navigating ARPA funding, other federal and state programs, government agencies and regulations** – A&M and our team has extensive experience advising cities, counties and states in planning and implementing ARPA-funded programs, and possess a deep understanding of the regulatory environment as it relates to federal grant funding, particularly supporting housing programs.
- **Ability to accelerate planning and implementation timeframes** – We bring first-hand knowledge of the significant challenges and leading practices related to delivering successful housing programs, including leveraging the previous work of many of our team members on JHAP and JHRP to gain maximum planning and implementation benefits for the City of Joplin.
- **Established experience and knowledge with internal and external stakeholders** – A key differentiator for our team is the deep relationships that we have established with the City of Joplin and its key stakeholders dating back to shortly after the 2011 disaster and that continues through to the present today.
- **A familiar team you know and trust** –We are excited to offer a team of experts who has significant experience serving the City of Joplin in various capacities and initiatives and who deeply understands the City and its programs, dynamics, stakeholders, and "ways of working". Further, team members from Nan McKay & Associates and other local resources who supported the JHAP #1 and JHRP #1 workstreams, will join the Team to support this important engagement.
- **Dedicated on-the-ground support** –Should A&M be selected as your advisor for this engagement, we are committed to leveraging experienced, local specialists and staff in Joplin and will seamlessly deliver services through a combination of in-person and remote work.
- **Advanced tools and technology** – Our team has developed a robust and comprehensive approach to support execution of housing projects, incorporating Geographic Information System (GIS) technology and portfolio management and scheduling software to achieve optimal execution of planning and implementation milestones for each engagement workstream.

As you know from working with members of this team for over the past 10+ years, we are your partners in advancing the City's socio-economic goals to improve your community. We strive to consistently exceed your requirements and help you achieve your goals as effectively as

possible, providing our experienced advice on vital compliance requirements, and to remain responsive and always accessible. Our team shares great pride with the City with the past success of JHAP #1, and look forward to delivering a successful JHAP #2, as well as the Home Rehabilitation & Repair Program and the Demolition for Residential Home Construction Program. We are excited to serve the City in this new and exciting engagement, leveraging the three projects and community partners to achieve positive, impactful housing results for the community. We have previously demonstrated that our team will work within the time period requested, to support the City with knowledge transfer of industry leading practices and remain focused on supporting the City achieve its overall objectives.

You have my personal commitment that we will continue to work hard to provide the City of Joplin with service of exceptional quality and value. Please feel free to contact me directly with any questions at riz.shah@alavarezandmarsal.com or (+1 202 213 2459). We look forward to hearing from you at your convenience.

Sincerely,



Riz Shah
Managing Director

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EXECUTIVE SUMMARY

The A&M Team confidently understands the City of Joplin's goal to invest in community economic recovery to improve neighborhoods and support disproportionately impacted households in the wake of COVID-19, as well as address long-term socio-economic issues, through the Community Revitalization Program. With over a decade of successful partnership and history, the A&M Team is uniquely positioned to support the City in establishing the Program, administering ARPA funds, and continuing to transform the community to achieve its goals.

Beginning six weeks following the devastating 2011 EF-5 tornado, at the request of FEMA, members of the A&M Team provided services to assist the City in its early stages of the long-term recovery process. Then in early 2013, our team members officially began a partnership with the City to support disaster recovery planning and implementation services to support economic development including the development of JHAP, JHRP, the comprehensive Capital Plan, and then the Smarter Joplin Roadmap and broadband deployment. We are excited by the prospect of continuing our longstanding partnership with the City for the administration of Community Revitalization Program: three projects that will facilitate home purchases, repair and restore affordable housing, and remove vacant, dilapidated residential units to make way for new affordable housing opportunities.

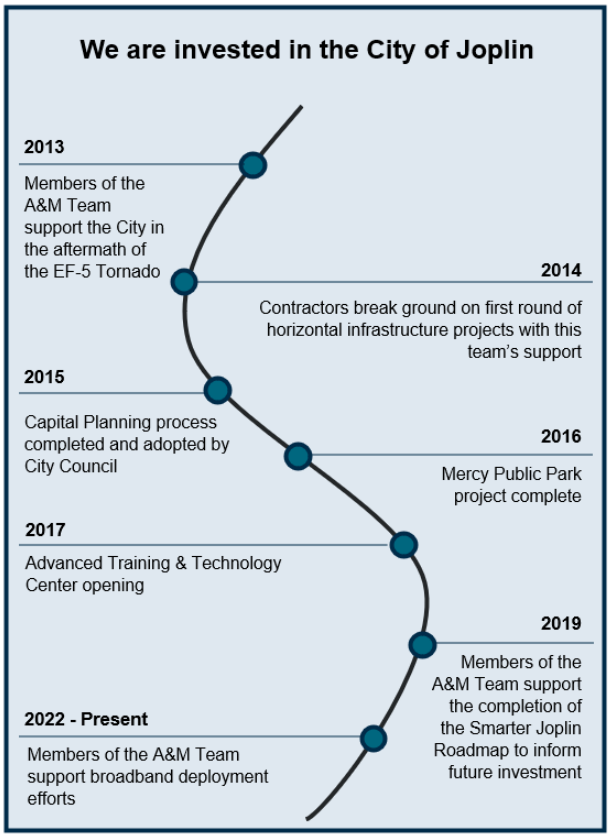


Figure 1: Sample Joplin Experience

Upon the review of this proposal, you will note that we are bringing together many of original core team that designed and implemented the City's JHAP and JHRP programs in 2013-2014. Since then, given our continued service to Joplin as well as other municipalities and counties across the U.S., we provide the right experts at the right time to manage the complexities of ARPA (American Rescue Plan Act), SLFRF (State and Local Fiscal Recovery Fund), DED (Missouri Department of Economic Development) and other federal and state regulations and funds in a compliant manner, working to administer the program closely with the City. Our seasoned professionals have worked together previously and supported the City of Joplin and many other communities across the U.S. in grant management programs. A&M team members have performed planning, program management, reimbursement, advance, appeal, monitoring/compliance, and closeout services for federal recovery programs, most recently with over thirty (30) state and local governments in the aftermath of recent disasters and crises. We are prepared to bring our record, experience, and innovative approaches to support the City of Joplin in successfully delivering the Community Revitalization Program.

Our team has direct familiarity with the previous JHAP initiative undertaken by the City, from its development in early-mid 2013 to the aggressive marketing/outreach efforts to promote the program and the associated training workshops for stakeholders, to the 'soft-start' in September of that year; including the key components that laid the foundation of the Program's success. Our deep knowledge of the City and the lifecycle process undertaken for JHAP enables us to provide direct insight into the tools, templates and processes that heralded such program success. As a team, we bring forward our lessons learned in addition to proposed novel initiatives to ensure that the Community Revitalization Program achieves the City's objectives and to support disproportionately neighborhoods of Joplin, including many impacted households in the wake of COVID-19 and the current economic inflation cycle.

In the sections that follow, we present detailed information about the A&M Team and our experienced professionals, our innovative approach, and the differentiators which we believe uniquely qualify us to be the City's trusted partner in administering the Community Revitalization Program.

1.0 COMPANY PROFILE

In 1983, Tony Alvarez II and Bryan Marsal founded A&M to provide radically different advice and hands-on support geared toward organizations facing mission-critical operational and financial hurdles—situations demanding leadership, action, clarity, objectivity, and results. They combined their skills and experience in public accounting and financial crisis environments and paved the way for a new specialty area: turnaround management, crisis management, and performance improvement for companies and governments for the benefit of their stakeholders and constituencies.

A&M is focused on the performance improvement of our government clients and delivers five key services through a pragmatic and forward-looking approach. We help our clients:

- Tackle industry-specific challenges
- Manage stakeholder expectations
- Drive financial innovation
- Strengthen service delivery
- Improve internal operations & transparency
- Execute fiduciary services over grants and other federal funds

A&M is a Bronze Partner in good standing of the National Governor's Association (NGA) Partner Program since its inception. The NGA Partner Program provides unique opportunities for companies to demonstrate their commitment to governors and to support innovative leaders solve the challenges facing governments.

A&M's Core Principles

> *"[A&M's progress] was extraordinary. I've never seen anything like it."* – **Kate Brown,** Governor of Oregon

A&M believes in the power of diverse teaming to solve complex problems, create value, and drive change and we decide to deliver projects who meet these same criteria. Our practice group humbly wants to help change the world. We see our professionals' differences as strengths and are committed to fostering a culture of inclusion guided by A&M's Core Values of Integrity, Quality, Objectivity, Fun, Personal Reward, and Inclusive Diversity. Inclusive Diversity runs through how we recruit, develop employees, conduct business, and support our client, as demonstrated below.

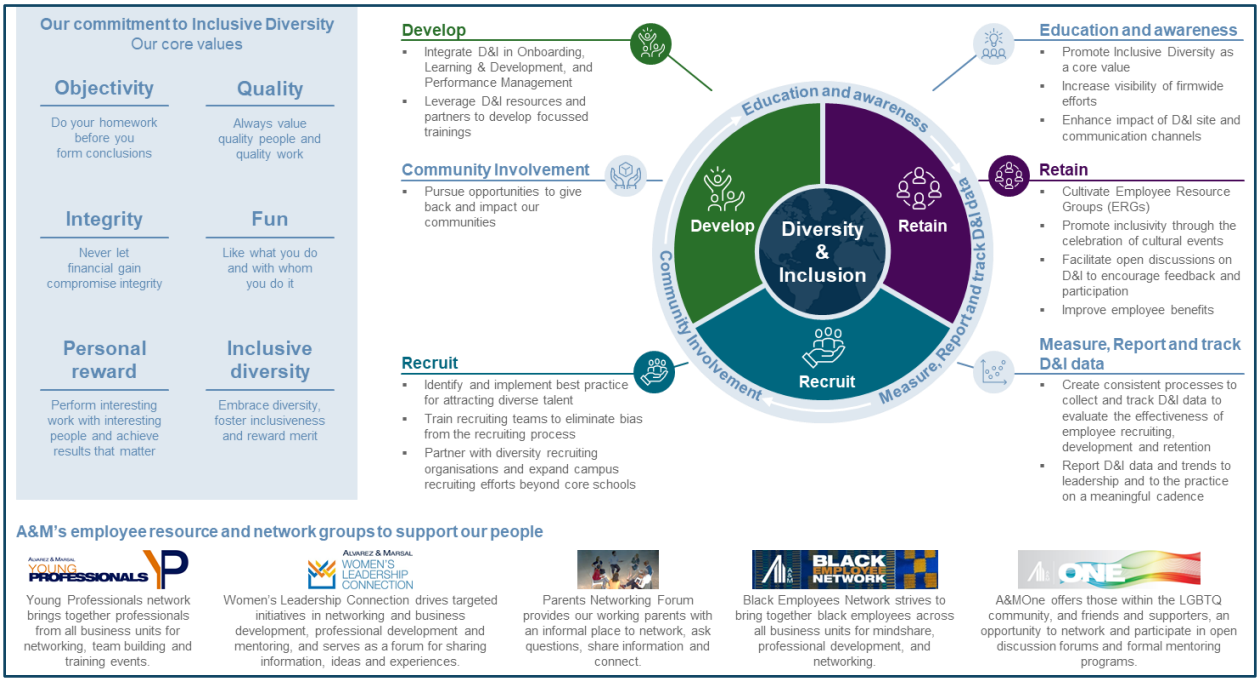


Figure 2: A&M's commitment to Inclusive Diversity

Our Team

Our ability to deliver scalable infrastructure planning and grant management to Joplin is proven through our team of skilled professionals with decades of public infrastructure planning, grants management, and technical experience both within A&M and our teaming partners. Under this charge, the A&M team has assembled itself to:

- Ensure we have **local experience** on the City's priorities and perspectives to help design the strategy and approach, always keeping the "stakeholders' lens" at the table.
- Complement A&M's experience with significant **on-the-ground presence and local expertise** to meet the needs of this program.
- Provide the City with **extensive grant management capabilities** to successfully deliver ARPA funding across the City's communities and neighborhoods.

Nan McKay (NMA) is a nationally recognized leader in community development, strengthening neighborhoods since 1980. NMA has over 600 full time and contract employees, specializing in program administration, community development strategies, and operational best practices of state and federal regulations. Our deep understanding of federal programs and grants is backed by more than four decades of practice working directly with cities, states, and localities; federal agencies, including the U.S. Department of Housing and Urban Development (HUD) and the U.S. Department of the Treasury; and public agencies nationwide. Annually, we manage $4B in federal assistance funds, conduct 500+ trainings, and perform more than 300,000 inspections throughout the country.

NMA has worked for almost two decades on grant funded projects and programs from conception to grant closeout, including but not limited to:

- American Rescue Plan Act (ARPA)

- CARES Act
- Emergency Rental Assistance (ERAP)
- Community Development Block Grant Disaster Recovery (CDBG-DR)
- Community Development Block Grants (CDBG)
- Federal Emergency Management Assistance (FEMA)

Local Expertise: Our team is pleased that several local experts will be joining us for this engagement, including Patty Heagel, Brad Baker and John Joines.

- **Patty Heagel** - Patty is a seasoned and well-respected professional with over 40 years of varied experiences in community and economic development in local governments. Patty has extensive experience supporting the development and implementation of the original JHAP and JHRP work from 2013-2016 and will serve as a Strategic Advisor for the Team.
- **John Joines** - With 25+ years serving as Economic Security Corporation's (ESC) Chief Executive Officer before his recent retirement, John was responsible for the overall management and significant growth of the Agency. During his tenure at ESC, John has developed a close and trusted relationship with the area's housing and non-profit organizations, which will greatly support the effective stakeholder engagement and project implementation for this Program.
- **Brad Baker** - Brad recently retired from U.S. Bank where he served the Joplin community for 13 years based in Joplin, MO. Brad has deep experience in delivering successful financial solutions for customers, and his excellent relationships with the area's financial and real estate sectors will help support the outreach and marketing activities for this Program's project workstreams.

In addition to our local experts, the Team will use experienced local housing-related resources to support the successful implementation of the Community Revitalization Program. This group of local experts and resources form a critical component of the team and bring firsthand knowledge of the previous JHAP and JHRP programs, and will be based in Joplin to provide the required level of on-site presence.

The A&M Team is structured in a way that we speak to the detailed technical aspects of the Community Revitalization Program, yet also have the bigger picture of grants management and integration of projects into the City's asset portfolio front-of-mind. This all is done with immense consideration given to existing strategies found in the greater Smarter Joplin Roadmap and other capital planning efforts taken on by the City to-date. We are confident that there is no better team than ours that has the capabilities, Joplin-specific and industry-leading experience, and passion for the City's community than this A&M team. It would be an honor to support Joplin in this next phase of community revitalization transformation.

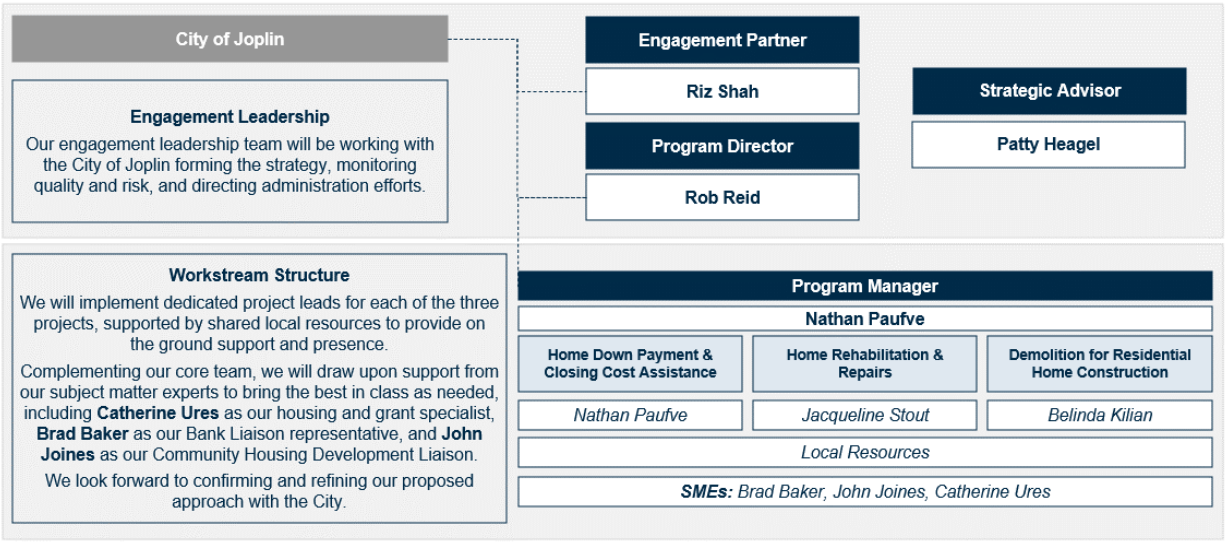


Figure 3: Proposed A&M project team

We have organized ourselves where capital planning and grants management is bolstered by using housing-related subject matter experts (SMEs) in areas that deserve specific consideration. This ensures that the City is supported through our fully integrated and experienced team of grants specialists, financial analysts, public outreach professionals, intake specialists, and more, who are prepared to seamlessly collaborate with City staff and officials.

In the table below, you will find brief bios for each of our key project team members. All the team members we propose have previously supported the City of Joplin and are highly experienced in successfully operating in dynamic environments. We trust you will find their 'always on' approach to team collaboration and developing solutions very refreshing and critical to the success of this city-wide initiative. Full resumes for engagement leadership as well as additional engagement team members are provided in the appendix.

Key Project Team Members	
Riz Shah *Engagement Partner*	For more than 20 years, Riz has been entrusted to help clients respond to unexpected crises following incredibly challenging and tragic impacts on communities and businesses. From crisis response through resilience, Riz has supported clients through the entire response and recovery lifecycle and advises clients in their immediate-, short- and long-term strategic decisions. Riz has worked with HUD CDBG-DR, FEMA PA, FHWA, FTA, EDA, and other grant programs through his support of recovery programs such as the City of Joplin, Missouri (2011 Tornado), Colorado DHSEM (2013 floods), Governor's Office of Storm Recovery New York (Hurricane Sandy), Harris County, Texas (Hurricane Harvey), Department of Economic Development, Puerto Rico (Hurricanes Maria and Irma), South Asian Earthquake Relief (2005 Earthquake), and Deutsche Bank recovery (9/11).
Rob Reid *Program Director*	With over 15 years of infrastructure experience, Rob is a Senior Director in Alvarez & Marsal's Infrastructure & Capital Projects and leads the public sector infrastructure practice. Rob has supported over 40 communities to conduct capital infrastructure planning, strategy, and implementation efforts aimed at leveraging infrastructure investments as enablers for socio-economic growth. His immense knowledge of the federal and state funding landscapes and requirements provides

	communities with critical knowledge to improve performance of projects and investments while remaining compliant with federal regulations. His knowledge of grants spans ARPA, FEMA, HUD, IIJA, IRA, FHWA and more. Rob previously supported the City of Joplin for several years and has first-hand experience with JHAP, JHRP, and other programs.
Patty Heagel *Strategic Advisor*	Patty is a seasoned and well-respected professional with over 40 years of varied experiences in community and economic development in local governments. Patty has extensive experience planning, managing, executing, and monitoring efforts in promoting overall community vitality. As part of those efforts, Patty has worked with HUD Community Block Grant (CDBG) funding including disaster recovery, HUD HOME and Emergency Shelter funding, federal and state housing initiatives, neighborhood revitalization, and citizen empowerment. Most recently, Patty has assisted in prioritizing the use of COVID-19 federal funding and EDA programs.
Catherine Ures *Housing and Grant SME*	With more than two decades of professional experience in community redevelopment, recovery, and strategic planning, Catherine Ures has the unique qualifications of having worked in a management capacity in both the public and private sectors. Her public service encompasses over a decade in California municipal government in both the affordable housing and redevelopment fields. Her time in the private sector has focused on serving federal, state, and local entities with strategic planning, urban design, grants management, disaster recovery, HUD program management, FEMA program management, federal procurement, monitoring & compliance, and training.
Nathan Paufve *Program Manager & Home Down Payment & Closing Cost Assistance Lead*	With expertise in program design and implementation, strategic planning, grants management and administration, regulatory compliance and monitoring, risk assessment and internal controls, program and project management, process improvement, workflow mapping and design, and measuring performance, Mr. Nathan Paufve specializes in working collaboratively with federal, state, and local entities to develop and implement grant funded programs that address strategic disaster recovery, resiliency, social vulnerability, housing, and economic development.
Jacqueline Stout *Home Rehabilitation and Repairs Lead*	Jacqueline Stout specializes in collaborating with clients to develop and implement improved operational processes and ensure client compliance with local, state, and federal regulations. Her primary expertise is in federal procurement and regulatory compliance, disaster recovery grants management, policy analysis and development, strategic planning, and development of program guidelines and standard operating procedures.
Belinda Kilian *Demolition for Residential Home Construction Lead*	Belinda has worked with a variety of public and private entities to support the planning, procurement, and execution of projects across real estate, water, energy, transportation, and education sectors. With her background in project management, she has experience delivering complex multi-year residential projects with a particular focus on planning, construction, risk, and budget management.
Brad Baker *Bank Liaison*	Brad recently retired from U.S. Bank where he was a Business Banker for 13 years based in Joplin, MO. Brad was actively engaged with Joplin, MO and surrounding communities for business banking needs. Brad worked in the banking community to find the best lending solutions for customers which included government supported programs such as the Economic Injury Disaster Loans (EIDL), Paycheck Protection Program (PPP) and USDA FSA farm loans.

John Joines *Community Housing Development Liaison*	With over 25 years of employment as ESC's Chief Executive Officer, John was responsible for the overall management and growth of the agency. Recently retired, he is currently assisting in special projects for Economic Security Corporation of Southwest Area (ESC), working with area not-for-profits and for-profits organizations, housing authorities, and units of local and state governments. John was honored in 2005 to been one of three Missouri citizens to have had the Official Manual, State of Missouri dedicated in our honor.
Local Resources	Our team will also leverage several local housing-related resources to support the engagement across the Community Revitalization Program. They form a critical component of the team and bring firsthand knowledge of the previous JHAP and JHRP programs, and will be based in Joplin to provide an onsite presence.

2.0 COMMENCEMENT

Our team is fully prepared to be on-the-ground on day #1 without delay or interference. Members of the A&M Team have direct experience with the previous JHAP and JHRP initiatives undertaken by the City in 2013 and 2014 and will allow an efficient and immediate commencement of services. Our team, given their experience with both programs from inception to close-out, understand both the successes and challenges experienced by each activity. We see this as a significant mitigation to the learning curve of City process and procedure enabling us to "get to work" on day #1, supporting rapid initiation of these programs. When the project is awarded, we will work quickly with the City to negotiate mutually agreeable terms will begin to plan an immediate kickoff meeting on the City's preferred date. Given our previous long-term involvement and commitment to the City of Joplin, this project is the highest priority for everyone that is presented in the proposal; we are committed to working with the City's preferred timeline to commence and execute the project.

Following commencement, the A&M Team will immediately deploy locally based resources to support the City with the design of the Community Revitalization Program and its three projects. We expect to be able to rapidly mobilize and conduct program design activities followed by outreach and marketing efforts to generate program demand.

The following factors will support A&M's rapid deployment and delivery:

- Local presence: A&M will provide a local resource on-site in Joplin, to be agreed between the City and A&M and according to the duration of the JHAP program. We anticipate the ability to complete the JHAP program over a 6 month duration, which

results in our ability to provide additional on-site presence from key team members and intake staff for dedicated applicant and City support.

- Region office: A&M has a regional office in Kansas City, Missouri where we can tap into experts across multiple industries to deliver significant impact to the City and its residents
- Industry knowledge: Our deep understanding and expertise in Joplin and its various housing programs coupled with national experience allows our team to understand what industry best practices across the nation can be achievable on Joplin's scale
- Grants management expertise: In addition to our past experience developing the JHAP and JHRP workstreams, our team has deep expertise successfully delivering ARPA and other federal grant programs

We know that the City and community are eager to see the impact of the Community Revitalization Program. We have prepared a high-level project schedule to help highlight key milestones in our proposed timeline for project delivery.

As illustrated below, we anticipate that the administration of the Home Down Payment and Closing Cost Assistance ***will be successfully completed within a 6 month period*** following official project roll-out. We have assumed 6 months of additional time to resolve remaining applications and disburse funds. This projection is based on our improved operational efficiency achieved through direct familiarity with the previous JHAP initiative and an experienced team ready to immediately deploy. The ongoing oversight and monitoring activities for the Demolition for Residential Home Construction and Home Rehabilitation and Repairs are assumed to extend to 2025 and 2026. During the kickoff meeting, we will collaborate with the City to finalize the detailed project schedule.

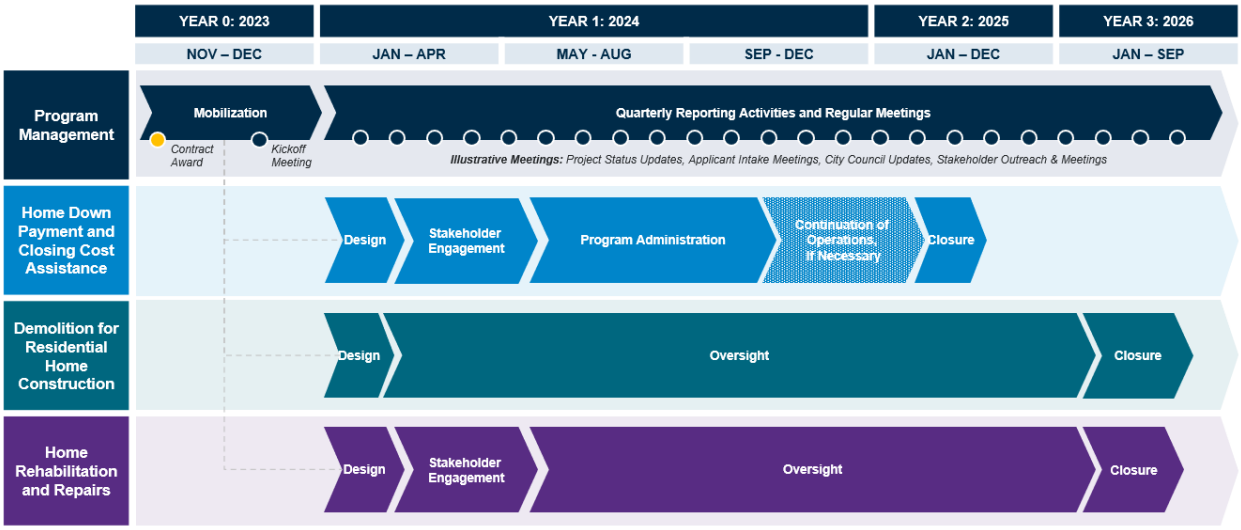


Figure 4: Representative h**igh-level project schedule** (to be agreed upon project commencement)

Note: the schedule above was developed based on A&M's current understanding of the programs and the City's requirements. We anticipate the opportunity to further discus sequence, duration, and timing of each program as well as the resource needs required to execute the programs if the City's requirements differ materially from the approach presented above.

3.0 EXPERIENCE AND REFERENCES

In the following section, we have provided a sample of project qualifications, as well as the client information in three of our qualifications, to serve as our formal references.

City of Joplin JHAP	
Client Information	Organization: City of Joplin, Missouri Name and Title: Troy Bolander, Director of Planning, Development & Neighborhood Services Address: 602 S. Main Street, Joplin, MO 64801 Phone: (417)-624-0820 ext. 510 Email: tbolande@joplinmo.org

Qualification Summary

Technical Scope

Nan McKay & Associates as well as members of the A&M Team served in several roles for the City of Joplin's ("City") HUD CDBG-DR funds received following the EF-5 strength tornado, which devastated the City on May 21, 2011. As part of this project, the team completed a full CDBG-DR Action Plan, Implementation Plan, and Capacity Checklist. Additionally, NMA was intimately involved in the planning, establishment, commencement, marketing, administration, monitoring, and closing of the City's JHAP, JHRP, and many other programs executed by the City after the devastating EF-5 tornado.

Key Tasks

The team provided grant management and program management support on the City's housing and economic development projects throughout each project's lifecycle. Team members reviewed the compliance of each project based on the CDBG-DR requirements, assisted with the development of environmental assessments and performs reviews of environmental documents related to the National Environmental Policy Act ("NEPA") requirements to assess potential environmental hazards and risks, suggested mitigation measures for unavoidable impacts, and determined compliance with various state and federal agency requirements. The team assisted the City in maintaining their records management procedures/processes.

Collaboratively, Nan McKay and other team members have worked with the City of Joplin to run one of the most successful CDBG-DR homebuyer assistance programs in the country. The Joplin Homebuyer Assistance Program (JHAP) offered up to $30,000 of down payment and closing cost assistance for eligible applicants to purchase a home in the Tornado Zone, aka "The Fish" (the area of Joplin most impacted by the tornado). As administrators of the JHAP program, we were responsible for responding to all inquiries into the program and providing interested applicants and stakeholders with program information. Additionally, we accepted and reviewed the application documents, collected supporting documentation, verified the family composition and income information from the application, calculated annual income, and determined eligibility.

Outcomes / Deliverables:

The NMA team supported with:

- Developing program design documentation including eligibility requirements, documentation, review processes, escalation procedures, etc.

City of Joplin JHAP	
Client Information	Organization: City of Joplin, Missouri Name and Title: Troy Bolander, Director of Planning, Development & Neighborhood Services Address: 602 S. Main Street, Joplin, MO 64801 Phone: (417)-624-0820 ext. 510 Email: tbolande@joplinmo.org

Qualification Summary

- Conducting marketing and outreach activities to individuals and community based organizations throughout the City to drive demand
- Established a review team with associated processes, procedures, guidelines, templates to process applications
- Managed review activities, conducting intake, eligibility review, environmental activities, and other necessary steps
- Conducted compliance monitoring on multiple city programs including JHAP and JHRP
- Tracked and monitored program metrics and KPIs
- Closed JHAP and JHRP programs ensuring compliance, document retention, etc.

State of New Jersey COVID-19 Relief Funding (CRF)	
Client Information	Organization: New Jersey Department of Community Affairs Name and Title: Elena Gaines, Assistant Director Address: PO Box 800, Trenton, NJ 08625 Phone: 609-633-6204 Email: Elena.Gaines@dca.nj.gov

Qualification Summary

Technical Scope

The State of New Jersey hired NMA to administer its CRF Emergency Rental Assistance Program (CVERAP-1 and CVERAP-2). For CVERAP-1, NMA utilized our ERAP technology solution, administering $90M in ERAP funding and processing 47,999 applications. CVERAP-2 also leveraged the NMA portal and disbursed $132M in 5 months, with over 25,730 eligibility determinations made.

Key Tasks

For all of COVID grant funding sources and State of New Jersey programs listed below, the NMA team provides strategic policy guidance, technical assistance, training, and full-service operations and call center services:

- CRF: $90M distributed in a in 2-month period for emergency rental services
- ERAP: 1st round $390M, 2nd round $270M
- SLFRF: $500M to distribute statewide for eviction protection services

Outcomes / Deliverables

Total disbursement for this project has now reached nearly $1 billion.

Rhode Island COVID-19 Response Grants Management	
Client Information	Organization: Rhode Island Office of Management & Budget Name and Title: Erik Godwin, Deputy Director Address: One Capitol Hill, 4th Floor Providence, RI 02908 Phone: (401)-574-8422 Email: erik.godwin@omb.ri.gov

Qualification Summary

Technical Scope

As a result of the COVID-19 pandemic, Rhode Island faced the urgent challenge of effectively marshalling federal and state resources to mount a state-wide response to the public health crisis and subsequent economic downturn to ensure the health, safety, and economic security of Rhode Islanders.

Key Tasks

- Since June 2020, A&M has been serving as the State's key financial advisor for COVID-19 Relief Funds, providing CFO-like services, supporting the Department of Administration (DOA), Office of Management and Budget (OMB) and the Governor in effectively and efficiently managing federal funds to support the State's critical COVID-19 response and recovery. The project has been extended through June 2021 and A&M's support for this work is on-going.
- A&M collaborates with agencies across Rhode Island's government to assist COVID-19 response teams with determining their spending needs and evaluating budget proposals; collects information about federal funding sources via an assessment of federal legislation and direct communication to agencies; assists the Director of OMB with the strategic allocation of funds across the State's COVID-19 response and available funding sources, and; presents on budgetary recommendations to senior leaders (Governor, DOA/OMB Director).

Outcomes / Deliverables

A&M developed a process for tracking over $5B in spending across multiple federal resources (e.g., CRF, SFRF, FEMA) in alignment fund use requirements to support the State's COVID-19 response. Additionally, the team:

- Provided critical analytical support to various parts of the COVID-19 response to developed budgets and forecasted future funding needs as the pandemic evolved
- Worked with the State's Emergency Management Agency (EMA) and OMB team to identify FEMA eligible expenditures and develop a process for aggressively submitting claims using FEMA's streamlined process for COVID-19. This effort reduced uncertainty about FEMA eligibility and allowed the State to understand the availability of CRF funds
- Provided weekly updates on spending to the Governor to support critical decision making as case levels have changed overtime
- Supported efforts to fully obligate CRF funds by 12/30 while also developing a funding strategy for sustaining the ongoing response to the pandemic in the context of the State's overall fiscal situation

Rhode Island COVID-19 Response Grants Management	
Client Information	Organization: Rhode Island Office of Management & Budget Name and Title: Erik Godwin, Deputy Director Address: One Capitol Hill, 4th Floor Providence, RI 02908 Phone: (401)-574-8422 Email: erik.godwin@omb.ri.gov

Qualification Summary

- Assessed the impact of CAA 21 and the ARPA stimulus bills and adjusted the allocation of on-going response expenditures against available Federal funding sources
- Supported the development of a COVID-19 budget for FY23
- Prepared a variety budget reports for use by senior state personnel and supported key reporting to the legislature and other constituents

Harris County, TX Disaster Recovery Program Administration

Qualification Summary

Technical Scope

NMA and members of the A&M team supported Harris County following Hurricane Harvey, with NMA continuing to support Harris County currently. Our team was instrumental in Harris County's receipt of a $1.1B direct carveout from the State of Texas' allocation of $5B under PL115-56. With more than 4.5 million residents and over 1,700 square miles, Harris County is the most populous county in the U.S. and larger in size and economy than many U.S. states. Due to the magnitude of unprecedented damage, Harris County contracted our team to provide overall grant administration, project management, and financial oversight for several federal and state agencies including but not limited to CDBG-DR, FHWA, HUD, TDEM, and GLO related to Hurricane Harvey relief.

Key Tasks

- Provided operational, strategic, and grants management support for the administration and oversight of disaster recovery grants
- Provided expert program administration services for CDBG-DR, including planning, strategy support, organizational assistance, design, construction, reporting and monitoring, and project closeout.

Additionally, our team recommended the following actions for Harris County:

- To effectively acquire federal assistance and initiate the recovery program across various funding sources, the County should establish a Strategic Recovery Office to develop a strategy on all aspects of the disaster recovery effort, including leveraging funds, recovery grant opportunities, and coordination among County departments.
- Program design sessions for housing, infrastructure, and economic development projects for various funding sources.
- Design of and support for infrastructure revitalization programs, including estimate validation, procurement assistance, and capital planning support for infrastructure and construction projects.

Harris County, TX Disaster Recovery Program Administration

Qualification Summary

- Enhancement to Harris County's procurement procedures and practices.

Outcomes / Deliverables

- Developing a supplemental action plan to outline Harris County's recovery efforts.
- Conceptualizing the program designs for seven housing recovery programs ranging from a buyout program to rehabilitation to new housing development.
- Helping to successfully request waivers to the State of Texas' program guidelines.
- Developing all programmatic documentation, such as program guideline documents, standard operating procedures, and program forms.
- Working hand-in-hand with Harris County's Community Services Department to develop a multi-faceted community outreach plan, targeting communities most at-risk from the disaster.
- Updating the County's federally funded procurement policies, processes, and forms to be compliant with the regulations at 2 CFR 200.
- Developing procurement templates to provide uniformity, streamline the process, and ensure regulatory compliance.
- Designing and providing procurement, WMBE, Section 3, and Davis Bacon and Related Acts training to County Purchasing Office staff, program department staff, County subrecipients, and contractors.

State of South Carolina, Grant Funding & Mortgage Assistance Program

Qualification Summary

Technical Scope

Acting as both the prime and a subcontractor, NMA has supported the State of South Carolina with both the administration and monitoring & compliance of serval federal grant funding streams, including CDBG-DR, CRF, ERAP, and emergency mortgage assistance.

Key Tasks

As a subcontractor, the NMA team also provided the South Carolina Department of Commerce (SCDOC) with monitoring and compliance/technical assistance support services to successfully complete the Disaster Recovery Compliance Assistance project. The NMA team effectively worked with the grantees in twenty-two (22) impacted counties, to thoroughly understand current project position and compliance criteria. Based on our initial assessment, we developed a compliance and quality control monitoring plan for each project, while providing technical assistance throughout the process.

Additionally, we assisted the State in developing and managing CRF monitoring & compliance, including:

- Monitoring & compliance work plan
- Risk assessment questionnaires
- Performed risk assessments
- Developed monitoring & compliance policies & procedures, monitoring checklists, and testing templates

State of South Carolina, Grant Funding & Mortgage Assistance Program

Qualification Summary

- Developed monitoring schedule
- Conducted monitoring
- Developed subrecipient communications, including entrance and exit conferences and monitoring reports

NMA also manages and administers SCDOC's CRF, ERAP, and CDBG-CV programs.

Outcomes / Deliverables

- CDBG -DR: Strategic review and guidance for policy and procedures for all DR projects.
- CRF: Administer the entire $2 billion grant statewide; provide technical assistance and program operation. Assisted with the distribution of State-directed funding; validate compliance for use and expenditures (revenue loss, PPE reimbursement, etc.).
- CDBG-CV: Administering CDBG-CV grant on behalf of the state. Working with local councils of government and non-entitlement counties to review eligibility and propose projects.
- ERAP: Full administration and operation of the state's $270 million ERAP program.

Newton County, Missouri Broadband Gap Analysis

Qualification Summary

Technical Scope

Newton County, like most rural areas across the U.S, has faced the challenges caused by the 'digital divide' which existed prior to and were exacerbated in the wake of the recent COVID-19 global pandemic. We have seen countless instances where the Pandemic has brought to the surface critical infrastructure flaws in real-time, broadband connectivity being just one of them as our culture became overly reliant on accessible and reliable internet services.

Key Tasks

In our support role, A&M performed the following key tasks:

- Conduct stakeholder engagement & needs assessment
- Complete local broadband market and current broadband infrastructure assessment
- Develop a GIS based mapping tool to support decision making
- Develop Gap Analysis Report
- Conduct assessment of Missouri/Federal regulatory and grants environment
- Prepare market demand planning tool
- Draft detailed broadband deployment roadmap and strategy

Outcomes / Deliverables

- The A&M Team will deliver a comprehensive Gap Analysis Report and Broadband Deployment Strategy to improve existing connectivity and deliver connectivity in areas across the County deemed unaffordable or inaccessible.

4.0 METHODOLOGY & APPROACH

Approach Overview

Given the experience of many of our team members in initially standing-up and delivering both JHAP and JHRP and our understanding the challenges that the City of Joplin will likely face administering the Community Revitalization program, the A&M Team is dedicated to ensuring that the design of the three projects is best suited to the needs of both the City of Joplin and the community. Across the A&M Team, we have extensive experience designing and administering federally funded housing and economic development programs to ensure successful outcomes and compliance. With a focus on efficiency, customer service, internal controls, monitoring, and compliance, our team is dedicated to maintaining audit readiness at all stages of the projects while employing a "human centered approach," focused on serving the residents of the City. From planning and program design to administration and closeout, our approach enables a well-structured and regulated process that safeguards project success and the responsible allocation of resources. We also focus on identifying risk early in the process, managing and resolving that risk, and reporting regularly to the City. **We not only design these programs to be compliant, but with the mindset of creating the greatest positive impact possible**.

Having deep familiarity with the legacy JHAP and JHRP programs, the A&M Team is well positioned to support the City in expanding upon the successes of the original programs while deploying efficiencies to maximize impact and deploy critical funds to those in need quickly. Leveraging existing/legacy documentation, knowledge, and expertise, the Team will identify and implement strategic improvements, ensuring that the evolved programs not only retain the strengths of their predecessors but also introduce innovative approaches to address new challenges and opportunities. It is important to note that new program management tools and technologies exist today which will help support the successful delivery of these programs. Through a collaborative, data-driven approach, the A&M Team aims to amplify the positive outcomes of the programs, thereby contributing meaningfully to the City's ongoing efforts in fostering sustainable and inclusive growth.

In developing our approach, we have taken into careful consideration the scope of services outlined in the RFP. We recognize that within the Community Revitalization Program, each of the three projects – Home Down Payment and Closing Cost Assistance, Home Rehabilitation and Repairs, and Demolition for Residential Home Construction – all have unique characteristics and requirements. Our approach acknowledges both the synergies and distinctions that exist across the three projects that each contribute to the broader goal of community revitalization. These projects can operate independently or in tandem, allowing us to address Joplin's in-fill housing needs with tailored and well-coordinated solutions. To address these dynamics, we have outlined our approach to program design and administration for each project, ensuring a tailored strategy that optimizes the potential of each project.

Program Design

A thorough and deliberate program design phase is vital to ensuring each program meets the current and evolving needs of the City.

Our initial step in the planning and program design phase is to review the project formulation criteria and process as designed by the City of Joplin. This review will encompass analyzing the program design for compliance with ARPA State and Local Fiscal Recovery Fund (SLFRF) requirements and any requirements imposed by the DED. Additionally, we will meet with the City of Joplin to jointly review the program design, ensuring that it capitalizes on efficiencies

allowed by the SLFRF while also balancing compliance risks that the City would like to more closely manage. This design process includes a detailed analysis of project goals, scope, reporting measures, risks, and expected outcomes. We will align the program design with the City's vision and priorities and the requirements of the DED Community Revitalization Program Grant, while keeping ARPA SLFRF compliance at the forefront. We will deliver updated program design documentation as well as policy and procedure documentation based on the original documentation but updated for this purpose.

When designing this program, the A&M Team will leverage the power of technology where appropriate to maximize impact and gain efficiencies, whether that is social media support in publicizing these programs to leveraging a consolidated platform to track program performance across key milestones.

In the planning and program design phase, our primary focus is on creating a solid foundation for the Joplin Community Revitalization Program, which includes ensuring that all necessary documents, processes, and resources are in place to support the successful launch of the program. We will harness the wealth of knowledge embedded in legacy JHAP and JHRP program policies and procedures, using them as a springboard to enhance and streamline the operational flow of the Community Revitalization Program going forward. Additionally, we will leverage the institutional knowledge of our team members who previously worked these programs to plan and deliver this program efficiently and with the maximum possible impact.

In addition to reviewing the project formulation we will undertake the following additional activities:

- **Stakeholder Identification:** We acknowledge the value and importance of each stakeholder participating in this process. By identifying and engaging with key stakeholders from local residents to regulatory entities and community program advocates, we're ensuring a cohesive, transparent, and collaborative path forward. A key element to the initial JHAP's success was the robust stakeholder engagement process that members of this team delivered in 2013-2014 to inform the community and train its stakeholders. This team continues to deliver this high level of stakeholder proficiency by recently hosting a Community Roundtable in September 2023 for the City, with over 50 stakeholders representing faith-based organizations, community housing development organizations, local businesses, employers, philanthropic organizations, community services, and governmental bodies. In addition to leveraging the legacy partners we previously engaged, the team will also review these organizations as a start to ensure a comprehensive stakeholder list is developed. This team will continue its successful track record of stakeholder engagement when implementing the Community Revitalization Program.
- **Program Marketing:** Creating clear and engaging marketing materials to advocate and promote each program will help drive engagement. We will design streamlined marketing and outreach material and methods to provide information which is easy to understand and act on. Using both traditional and digital media, our aim is to reach as many community members as possible, ensuring they know how to take advantage of these programs.
- **Determine office space and equipment needs:** During the planning phase we will assess the requirements for office space and equipment to ensure that a secure, conducive, and efficient work environment is established for the program team. The office space and equipment should be evaluated to accommodate both a paper-based

and electronic application process. During this phase, we will also determine specific in-person office hours and days, balancing demand with cost efficiency. This in-person presence should also be informed by initial application volumes and expectations.

- **Create a Training Plan:** Project-specific training plans will be developed for various stakeholders, including administrative staff, operational staff, and City Staff. This plan will ensure that all team members are adequately trained and prepared to perform their respective roles effectively. Training workshops will also be offered to strategic partners, and our local SMEs will provide valuable support in ensuring those parties are identified and engaged.
- **Establish oversight plan for each Project (Down Payment Assistance, Home Repair and Rehabilitation, and Demolition):** In the establishment of an effective Oversight Plan for each project, we will implement a strategy to ensure that the project operates smoothly and efficiently. This oversight plan will consist of the following key components:
    - **Conduct Risk Assessment:** To proactively identify potential challenges and risks, we will conduct a thorough risk assessment. This assessment will encompass a detailed analysis of external and internal factors that might impact the project's success. By identifying potential risks and their impact, we can develop a proactive strategy to mitigate these issues.
    - **Establish Monitoring Plan Based on Risk Assessment:** Building upon the insights gained from the risk assessment, we will develop a tailored monitoring plan. This plan will specify the key performance indicators and monitoring protocols that will help us keep the project on track and make real-time adjustments as needed to address identified risks.
    - **Create a Staffing Matrix - Roles and Responsibilities:** A clear staffing matrix will be developed, which defines the roles and responsibilities of the project team members. This matrix will include roles for administrative staff, operational staff, City Staff, Community Housing Development Organization(s) (CHDOs), and Contractors. By outlining responsibilities, we ensure a structured and efficient program management process.
    - **Review Program Design Documents, Policies and Procedures, and Other Program Artifacts:** Our approach encompasses a detailed review of program design documents, policies, and procedures, as well as other program artifacts. This review will ensure that all aspects of the program are compliant with regulatory requirements, in alignment with best practices, and capable of effectively supporting the project's objectives.

For the Home Repair and Rehabilitation Project, we will execute the following additional activities as part of the planning and program design phase:

- **Meeting Schedule and Reporting Requirements for CHDOs:** We will establish a well-defined meeting schedule to ensure that the CHDOs and other stakeholders are kept informed and engaged throughout the Project's lifecycle. This schedule will also include reporting requirements to maintain transparency and accountability.
- **Review of CHDOs' System:** We will conduct a review of the system used by the City's CHDOs to track applicants, contractor selection, project budgets, and progress. This review will assess the system's capabilities and alignment with project goals. It will also identify any areas where improvements or adjustments are needed.

It should be noted that members of this proposal were on the original consulting team that created these legacy documents and the applicant-level review and intake processes which will provide important institutional knowledge for the updating and implementation of these programs. However, new program staff will also be involved to provide valued “fresh eyes” to ensure that the maximum level of performance will be delivered.



Figure 5: Census Tracts for the Demolition for Residential Home Construction program

During the program design phase for the Demolition for Residential Home Construction program, we will collaborate closely with the City to validate that the current process used for the demolition of dangerous structures aligns with the overarching Community Revitalization Program goals. As detailed in Figure 5, the allocation of funds is strategically distributed within the designated four census tracts (101, 106, 108, 110).

Program Management Documents: As part of our planning and program design process, we will review existing program management documents and make necessary revisions to ensure they align with the specific needs of each Project.

Multiple members of the A&M Team assisted the City of Joplin with the creation of the first iteration of JHAP and are intimately familiar with all the associated program artifacts. We will provide a comprehensive review and refresh of the following templates to ensure that are not only compliant and efficient but also adaptable and can meet the needs of this new initiative:

- **Reporting Templates:** Reporting templates will be standardized formats for collecting and presenting data related to program progress, financials, and outcomes. These reporting templates will help ensure consistency in reporting across all stakeholders.
- **Policies and Procedures:** Defines the established rules and guidelines governing how the program will operate, addressing areas such as eligibility, funding allocation, and dispute resolution.
- **Pre-Application Checklist:** Checklist for potential applicants to review before submitting their applications, ensuring they meet initial eligibility criteria and can collect necessary documents before submitting their applications.
- **Application Forms:** The forms and documents applicants are required to complete when applying for assistance under the Home Repair and Rehabilitation Program.
- **Verification Forms:** Forms used to collect and verify information about applicants, ensuring their eligibility and need for program services.
- **Eligibility, Duplication of Benefits (DoB), Loan Review, and Award Determination Forms:** These forms are specific to determining eligibility, assessing DoB status, conducting loan reviews, and determining award amounts. This process helps ensure compliance with Duplication of Benefits regulations and assist in the fair and consistent allocation of program resources, as well as document key audit-prone decisions.
- **Inspection Forms:** Templates used to document the inspection process for assessing the condition of properties and determining necessary repairs or renovations.
- **Folder Structure:** Organized structure for storing and managing program documents, ensuring accessibility and compliance.

- **Record Retention Policies and Procedures:** Policies outlining how long different types of program records are to be retained, archived, or securely disposed of in accordance with legal and regulatory requirements and ensure alignment with the ARPA SLFRF requirements.
- **Outreach Plan:** Strategic plan for reaching out to potential program beneficiaries and stakeholders and informing them about the City's Community Revitalization Program. The establishment of this Outreach Plan is essential to guide all three projects towards success, ensuring a proactive approach to risk management, effective project monitoring, clear roles and responsibilities, and full compliance with program requirements and regulations.

These templates and documents play a crucial role in streamlining the program's management, ensuring transparency, compliance, and efficiency in its operation.

Program Administration

We are eager to support the City in the management of its ARPA funded Community Revitalization Program building on the successes of the legacy programs. Using our multi-disciplinary team, we are prepared to deploy industry leading practices in project management and program administration to maximize the value of our work in Joplin. In addition, our team will tailor our approach to Joplin's priorities, working hand-in-hand with the City to manage the end-to-end program administration process.

One Day #1 of this engagement, we will immediately begin working with the City to execute the following components of program administration:

- Identifying eligibility requirements applicable to these funds and uses to ensure compliance with funding requirements.
- Establishing an intake and eligibility review team and process with supporting guidelines, artifacts, templates, checklists, and other enabling tools.
- Creating a risk-based monitoring program and conducting monitoring of activities under each program. We will utilize best practices to establish risk criteria with which to assess each project. This approach will allow us to identify potential concerns or findings early and provide mitigation recommendations to reduce overall risk exposure.
- Providing as-needed technical assistance and training on funding requirements and regulatory compliance.
- Ensuring reporting requirements are fulfilled by the City, ensuring that activity data is properly tracked, maintained, and accurately reported on, and program data utilized to show and support each program's accomplishments in reports submitted to the awarding agency.
- Providing project scoping support and assisting the City in identifying the need for new procurements and contracts, assisting Joplin with properly procuring subrecipients and contractors when necessary.
- Establishing or updating the City's policies, procedures, and underlying documentation to support the effective and compliant management of these programs.
- Development of technical tools and artifacts for our team to expeditiously deploy program policies, guidelines, standard operating procedures, and other important guidance documents to demonstrate rapid progress in the most compliant manner.

Portfolio Management: Our approach to portfolio management is designed to optimize the organization and management of programs and project files, ensuring seamless collaboration between onsite and remote staff. Acknowledging that there are three projects, each with overlapping and separate stakeholder groups, we envision a dynamic framework centered on a SharePoint structure to offer the capability to capture, sync, and access documents. There will be different layers of access to the SharePoint to maintain data integrity and protect personal data. This not only streamlines the document management process but also fosters collaboration and supports asynchronous communication, making essential information accessible to both onsite and remote team members.

Recognizing the need for flexibility and online security, our team is open to integrating paper storage of program details, as required by the City. We are fully prepared to operate a dual digital and paper storage system. Any data generated or collected via the online platform or where users apply for programs in a paper-based system will be diligently stored and maintained ensuring the appropriate standards of data protection and confidentiality are upheld throughout the program's lifecycle.

Managing Program Operations: The US Department of Treasury expects that recipients have taken appropriate measures to evaluate and certify that their internal operations are sufficient to effectively oversee the implementation of projects with ARPA funding. Through the combined experience and understanding of federal funding and ARPA requirements, including those unique to SLFRF, we look forward to partnering with City of Joplin staff to execute an efficient, risk-based approach to effectively managing the Community Revitalization Program. Our team's deep understanding of the intricate interactions between ARPA funded programs, the methods to maximize each funding source, the process to ensure integrity and compliance, and the way to design and implement long-term revitalization strategies will allow Joplin to efficiently utilize its funding.

In order to effectively manage program operations in partnership with City of Joplin staff, we will dedicate skilled and knowledgeable individuals to carry out program operations, provide assistance to Joplin personnel, and provide training and technical assistance to the City's departments, CHDOs, other subrecipients, developers, and contractors. This communication, coordination, and training will be particularly necessary early in the process to ensure that all relevant stakeholders are informed, coordinated, and operating efficiently. Our operation of the JHAP program will ultimately be based on the final program design documents but will incorporate multiple levels of review and validation, QA/QC, periodic audits and samples, and input from several industry veterans with experience managing the original JHAP program as well as other housing programs.

We will also work directly with assigned staff to establish project controls to oversee and monitor the success, progress, and compliance of each project. Specific controls will include:

- **Schedule:** Develop the overall timeline, activities, dependencies.
- **Resources:** Plan and manage staffing needs and manage needs based on changing priorities. This will include developing roles and responsibilities, accountability, and deliverables in collaboration with the City, departments, subrecipients, contractors, etc.
- **Budget:** Assist in developing and monitoring the overall project and program level budgets.

- **Compliance:** Facilitate transparency and public accountability for SLFRF-awarded funds and use of funds; ensure funds are not used for ineligible purposes and that there is no fraud, waste, or abuse; and confirm that SLFRF-funded projects advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities. We will verify compliance with:
    - Emergency Rental Assistance ("ERA 2"), Title III, Subtitle B, Section 3201 of the American Rescue Plan Act, 2021, Pub. L. No. 117-2 (March 11, 2021) codified as 15 U.S.C. 9058c;
    - Section 15011 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Pub. L. No. 116-136), as amended by Title VIII, Section 801(b) of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260) on December 27, 2020; and Compliance Supplement 2022 4-21.023-2 April 2022 Emergency Rental Assistance Program Treasury
    - Title VI of the Social Security Act Section 603 – Coronavirus Local Fiscal Recovery Fund of the Social Security Act
    - 42 U.S.C. Section 803 – Coronavirus local fiscal recovery fund
    - 31 C.F.R. 35 Subpart A—Coronavirus State and Local Fiscal Recovery Funds
    - 2 C.F.R. 200 – The Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards
    - The Final Rule on the program guidelines in the Federal Register. See 87 FR 4338 (January 27, 2022)
    - Applicable guidance provided by the U.S. Department of the Treasury, including Treasury's Frequently Asked Questions (FAQs) and related guidance available on Treasury.gov, including important version changes over time that can be found on the ERA program website
    - Applicable laws and rules of the State of Missouri and the City of Joplin
    - Treasury requirements and guidance
    - Track recovery spending outcomes for required community impact

Community Outreach and Engagement Program: The success of the program hinges on a robust community outreach and engagement plan. Working hand-in-hand with City staff, we will develop a multi-faceted community outreach and communication plan to ensure that the Community Revitalization Program promote equitable delivery of these critical funds, targeting the most impacted households and communities in Joplin and reflecting the Community Revitalization Program priorities.

A well-coordinated and effective community outreach plan will serve as a primary roadmap to directly support Joplin's revitalization efforts. Recognizing the diverse needs of Joplin's residents, we will make concerted efforts to work with community service providers to engage:

- Persons with disabilities;
- Persons whose first language is not English;
- Displaced residents;
- Elderly residents; and
- Any other resident who might face barriers to participate in Joplin's revitalization programs.

We believe in the power of a "grassroots" marketing and informational campaign to distribute information to those most in need. As such, we aim to empower community members with the

knowledge and tools required to organically spread the program's message to every corner of the community. We will work with the City to develop resources in different languages (as required) and delivered in different according to the needs of the community. Additionally, we may identify local interpreters who can provide translation services at meetings and outreach events, as needed. Our team will work collaboratively with the City to develop a tailored plan, and we look forward to refining the activities in our outreach and communication plan (detailed below) in partnership with the City:

- **Informational Pamphlets:** We will develop brochures and pamphlets designed to inform potential applicants about the Community Revitalization Program. These materials will be placed across the City to spread the news in the community.
- **Social Media and Websites:** We will publish news of the program on the City's website, contact the local news outlet and support the City to post on social media platforms to reach the community.
- **Drop In Office Hours:** We will hold regularly weekly office hours for members of the community to drop by and discuss any questions they may have about the program. Additionally, it will serve as an opportunity for our team to engage with the community and share information regarding the program.
- **Pre-launch Public Webinar:** Recognizing the importance of transparent communication and community engagement, we propose conducting a Public Webinar before officially accepting applications (similar to the public webinar at the beginning of the Smarter Joplin Roadmap stakeholder engagement process). This session will serve as a platform to introduce the community to the revamped JHAP and JHRP programs, offering a detailed walkthrough of the application process, eligibility criteria, and anticipated timelines. By addressing queries and clarifying potential areas of confusion, we aim to facilitate a smoother application process for all prospective participants. This proactive approach not only fosters an environment of inclusivity and transparency but also assists in mitigating potential challenges that may arise during the initial application phase.

Applicant Processing: Our approach to applicant processing will be to first establish a methodology for eligibility determinations, in consideration of the applicable federal requirements and the priorities of the City of Joplin. We will work closely with program staff to establish compliant policies, procedures, and program guidelines for the processing of applications, including the process by which applications and supporting documentation will be reviewed. Our team will also implement a QA/QC process so that a significant percentage of applications are selected for additional review and assurance. As part of our standard approach, our team will review the City's existing internal controls and ensure that adequate controls are in place to support proper document retention throughout the process, and where there may be areas for improvement. In addition to reviewing applications for eligibility, we will establish a robust internal review process to ensure funds are not used for ineligible purposes.

Our team will work with the City to determine the appropriate application system (if any) that is reflective of the Community Revitalization Program's size and scale. Our team has the capability to develop and use a digital platform to process applicants, which will provide both applicant efficiencies and administrative efficiencies. Acknowledging that the portal may not suit all potential applicants or that a technology-based solution may not be appropriate for a program of this size, we will be onsite at an agreed frequency and duration to provide assistance and can offer paper application alternatives if required. Data generated or collected via the online platform or where users apply for programs in a paper-based system, particularly Personal Identifying Information, will be diligently stored and maintained ensuring the highest standards of data protection and confidentiality are upheld throughout the program's lifecycle.

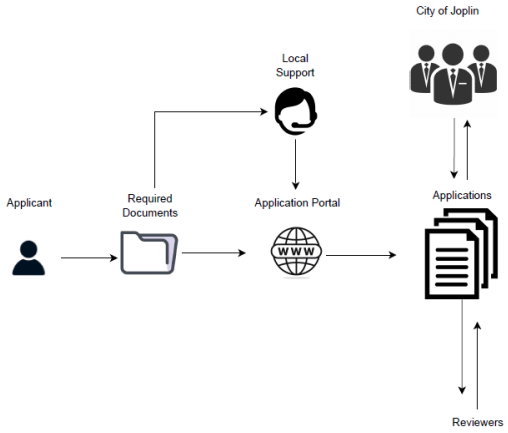


Figure 6: Illustrative online application process for Home Down Payment & Closing Cost Assistance Program

The **applicant and administrative efficiencies** of using an online portal include:

Faster Submission: No waiting in queues or facing potential delays due to staff limitations in the office.

Data Accuracy: Online forms can have built-in validation checks to ensure applicants provide all necessary information accurately

Digital Tracking: Applicants can monitor the status of their application in real-time.

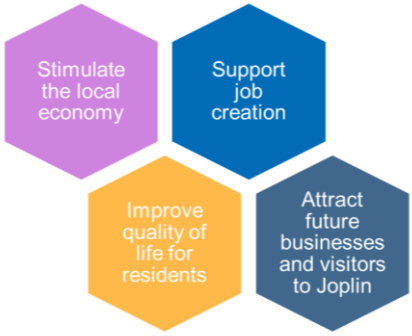
Accessibility: An online portal eliminates the need for physical travel to submit applications and is compatible with accessibility tools like screen readers.

Digital Record Keeping: Easier storage, retrieval, and backup of applications and documents

Clarity & Guidance: Online platforms can offer FAQs, guidelines, and chat functions to assist in the application process, ensuring clarity and fewer errors.

Timeliness

Our focus from the outset will be to design programs and efforts which meet the Missouri DED deadline of September 30, 2026 as dictated by ARPA requirements. Although this deadline is three years out, our team understands the importance of "working backwards" to ensure compliance and timeliness. Not only is this important from the standpoint of meeting requirements, but also from the perspective of achieving the mission of the Community Revitalization Program to rapidly address the housing needs of the target recipients and achieve the identified goals of the City.



Our approach to ensuring timeliness of the City's Community Revitalization Program is rooted at the project level by first developing a realistic timeline for each project. Our team will develop the overall timeline, activities, dependencies and resources required to complete each project component or initiative. We focus on what is required and what is achievable. Our team will come prepared to mutually agree on answers to the following questions to ask to make sure the City of Joplin, subrecipients, and other stakeholders are charting the right course to deliver results that are both timely and compliant:

- How will the City of Joplin track the disbursement of funds so that they are being used as they were intended and in a timely fashion? What configuration does City of Joplin's grants/financial management system (digital or paper-based) need to have to be capable of accurately tracking the expenditure of funds in a timely manner, and what controls need to be in place?
- What program and project level risks related to timeliness need to be addressed, and how can we help to ensure processes are being followed to mitigate them?
- How will the City of Joplin measure progress and ensure that funds are not only going where they were intended, but are also producing real value and impact in the communities for which they were designated?

As intake of applications occur, our team will closely ***track progress and modify timelines*** and/or processing elements, as needed. If modifications are to be considered, we will brief the City with recommendations and identify both the benefits and any potential risks as well as proposed response strategies. Across the lifecycle of the Program, the A&M Team will regularly hold these briefing sessions to discuss programmatic progress and possible challenges. Our team will proactively monitor risks and we will actively bring our SMEs and experts to the table to quickly and effectively resolve issues in a timely manner. Overall, the team's grant management expertise will ensure that the City of Joplin will stay on track to expend the funds by the deadline of September 30, 2026.

Compliance/Reporting

Our team brings together highly experienced individuals across A&M and NMA who have extensive understanding and experience with federal reporting requirements (specifically Treasury funds). We will support the City with establishing an appropriate data tracking and management process which will promote efficient reporting to Treasury, State of Missouri, and other required agencies. Our focus on reporting is to:

- Design an efficient and effective system to minimize the "scramble" often required to prepare reports and consolidate data
- Focus on identifying issues or discrepancies early/throughout the execution of the program to avoid last-minute surprises
- Design impact-oriented KPI's which help to track productivity and ensure that the program is being deployed effectively and is meeting the needs of the community

We will first propose KPIs, formats, and protocols to the City as part of our kickoff for this project. Subsequently, we will deploy tools and templates to report out to the City and other key stakeholders. Finally, we will establish a process for preparing federally or state-required reports (including quarterly and annual reports) working in conjunction with the various City departments who will have involvement in the input or review of those reports. We will consolidate information and hold review sessions to ensure accuracy and compliance prior to handing over reports to the City for submission.

Meetings

The A&M Team values frequent communication through a variety of channels. As an extension of the City, A&M will plan and attend relevant meetings which arise throughout the execution of the programs. We understand the need for the City to select a knowledgeable and qualified partner to actively take burden off of City staff and be laser-focused on the mission of the three projects. Below we have identified several key meetings and communication methods which we plan to deploy in the execution of this work.



Kickoff Meeting – One of the most critical meetings across the life of the program will be the kickoff meeting, introducing core participants from the City and the A&M Team. This meeting will establish expectations, ways of working, timelines, communication needs, stakeholder involvement, risks/mitigation strategies, and determine cadence for status updates. We will hold this meeting in-person at City Hall.



Project Status Updates – Due to the complexities of the Community Revitalization Program, A&M will hold regular status update meetings with key City staff to discuss applicant intake volume, progress in deploying funds, risks/issues, successes and other critical KPIs established during the program design.



Applicant Intake – We will conduct ongoing applicant intake and meet with members of the community who wish to apply for one of the City's programs. We will leverage City Hall or other identified spaces in close proximity to City Hall to

serve the public with intake office hours and field any questions or concerns. The frequency and duration of “office hours” will be discussed and agreed between the City of Joplin and A&M.



Stakeholder Outreach & Engagement – As this program will inherently impact residents, City departments, and local/regional organizations, A&M will conduct stakeholder outreach meetings and engagement sessions to provide critical information and awareness to relevant stakeholders. The A&M Team will work closely with City staff to identify these stakeholder groups. We know the key players across the City from our previous support to the City in various housing, economic redevelopment and infrastructure initiatives; this institutional knowledge will greatly support the successful implementation of this program.



City Council Updates – City Council is a core component to the success of this program, and A&M will provide regular updates to City Council on the program to allow Council members the opportunity to ask questions and gain a thorough understanding of the program’s initiative. These updates will also provide the public with visibility into the process, status, and potential challenges along the way.



Closeout – During the wind-down of the programs, the team will hold meetings with City staff, realtors, the banking sector, community housing providers and other stakeholders to ensure that all parties are kept abreast of changes. As discussed in the ‘Closeout / Audit Preparation’ section, we anticipate working closely with the City to develop a tailored Close-out strategy and ensure the capture and transfer of all knowledge and documentation for archiving purposes.

Monitoring

Our team has deep expertise, experience, and knowledge of federal entities, guidelines, reporting requirements, and regulations and are considered experts in 2 CFR 200, 24 CFR 135, SLRF and multiple other federal regulations. Members of the team are frequently asked to provide recommendations and guidance for government entities requiring assistance in understanding federal regulations and grant requirements. For our monitoring efforts, we deploy a practical and efficient approach, which is integral to the way we do business and interact with our clients. When we apply this principle to our monitoring activities, we spend most of our time and effort on the most important and high-risk areas. Will perform the following for the City:

Members of this team previously achieved the following results for the City:

- Developed a risk-based compliance and monitoring plan that prioritizes the City's projects, determines a weight-based risk ranking, determines the cadence for monitoring visits, and identifies the requirements for monitoring visits.
- Developed a Compliance Policy & Procedure manual
- Developed security/system controls for how hardcopy and softcopy Personally Identifiable Information ("PII") were handled.
- Assisted the City in maintaining records management procedures and processes.

- Conduct a review of the City's internal controls to ensure that an effective monitoring system is in place. Provide recommendations to enhance that monitoring system if necessary
- Provide the City with effective solutions to internally monitor program performance through KPIs and critical data points (e.g., stakeholder insights, schedule, etc.)
- Provide the City the ability to actively and aggressively mitigate risks early on by designing and managing a risk identification and tracking system and process
- Provide a simple solution to index issues as they arise while maintaining proper visibility through resolution
- Provide regular communication and updates with the City's elected officials in the form of presentations and written updates
- Provide progress summaries to the City Manager and any internal work group, as determined, on a regular basis throughout the project.
- Regularly coordinate with State and Federal leaders to ensure compliance is maintained across the life of the program.

Risk Management: we will develop and maintain risk and issues tracking tools and review the potential impact to the project or program's objectives, discuss mitigation plans with target completion date, and assign ownership. These activities are critical to a robust compliance monitoring program and will enable proactive risk and issue management.

Our team has extensive experience establishing risk monitoring and management programs including risk identification, risk response, and risk monitoring. We will work with the City of Joplin to develop a risk management approach that is efficient and appropriate considering the risks inherent with each program.

Our focus in delivering the Community Revitalization Program is to define and track the right KPIs at the right time, and with the right level of granularity. Our propriety methodologies and project management tool allows A&M to accurately track critical project and program metrics such as schedule, cost, risks/issues, technical & environmental considerations, communications, and relevant information related to program compliance.

Schedule Management	Risks & Issues Management	Change Control	Contract Management
Financial/Cost Management	Resources Management	Stakeholder Management	Compliance Management

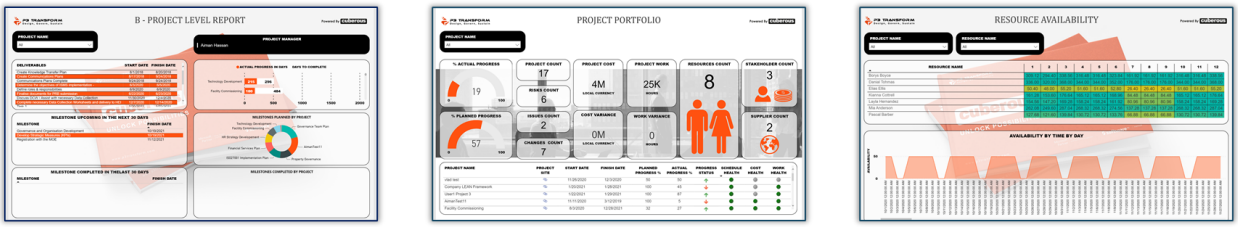


Figure 7: Sample Reporting Dashboards

Issue Management: Through our comprehensive and proactive approach to monitoring, reporting and risk management, we are well positioned to identify challenges and address items before they become issues. Our team will review the risk assessment to work proactively and identify areas of opportunity for improvement and issue management before larger issues arise. In the event that issues arise, our team is prepared to provide alternative ideas on how to deal with various issues that are specific to the City of Joplin and Missouri through our extensive knowledge and experience working there in the community.

Coordination

Our team has worked closely together previously, and our structure is one that allows us to seamlessly coordinate across projects to take a holistic approach and not operate in silos. We know that there will be many moving parts and coordination required. We will provide onsite presence to allow for coordination of grant and project compliance as needed. With the intention for the City to enter into contracts with housing development organizations to enable repairs, we acknowledge that the Home Rehabilitation and Repairs project will potentially involve a higher degree of coordination to ensure grant compliance. As described in the ‘Meetings’ and ‘Monitoring’ sections, we have a plethora of project management tools and dashboards that will provide transparency and visibility into ongoing and planned tasks such as the status of ongoing monitoring efforts, issues/risks identified, and other critical data elements including from the community housing development organizations.

Technical Assistance

Our team has provided technical assistance across the U.S for various grantees administering multiple fund sources, including for the City of Joplin. Members of the A&M Team supported the City in its disaster recovery efforts in the wake of the EF-5 tornado, which included technical assistance, community outreach & stakeholder engagement, and project monitoring across multiple years of funding, delivering upon the City’s successful administration of two CDBG-DR grants totaling $158M.

We stand ready to coordinate and provide ongoing technical assistance on all topics related to grants management and administration with DED or SLFRF as required.

Wind-down & Closeout/Audit Strategy Preparation

Our approach to the effective administration of Joplin's Community Revitalization Projects starts with designing for compliance from the outset. We will be prepared to support the City through document management, subrecipient document management, reporting, project closeout, and grant closeout. Our goal for the City is to maximize the amount of funding received and avoid any ineligible use of funds.

The team will work collaboratively with the City to develop a wind-down strategy for the JHAP and JHRP programs. During the previous wind-down phase of JHAP, the team developed a strategy that captured and processed applicants, created a waitlist for interested applicants once the number exceeded the amount agreed by the team and city, and contacted waitlisted applicants on a case-by-case basis to submit applications based on the number of successful closings and contingency. A critical element of the wind-down period was stakeholder communication to ensure a consistent and clear message to realtors, lenders and stakeholders that the process is operating on a wait-list capacity and funding is not guaranteed. We will use our previous experience and knowledge of the wind-down period from JHAP and JHRP as the foundation to refine the implementation approach in collaboration with the City to ensure appropriate communication is undertaken. Across all three projects, our team will ensure that the documentation is transferred to the City for archiving purposes.

Our team will support the following:

- Standardize document repository
- Maintain electronic records management
- Develop closeout checklists
- Conduct closeout reviews

Our team will help establish an audit schedule to make sure that all required audits are completed timely and using the proper standards. We approach audit preparation using a risk-based approach. We evaluate each activity independently based on several risk factors. The risk factors change based on the type of program and trends in audit findings, yet are used to generate an overall risk score. Then each project file is comprehensively reviewed to ensure all required records and reports are present.

5.0 COST PROPOSAL

In the pages that follow, we have presented the cost proposal as requested in the City's solicitation. We look forward to the opportunity to discuss the City's needs in greater detail and modify our approach accordingly to meet the City's needs and budget.

Estimated Fees

Department	Title/Function	Average Rate for Contract Term	Estimated Number of FTE Hours	Total Cost
Consulting	Managing Director	$350.00	49	$17,150
Consulting	Director	$250.00	637	$159,250

Consulting	Manager	$225.00		
Consulting	Subject Matter Expert/Senior Consultant	$190.00	490	$93,100
Consulting	Senior Consultant	$185.00	441	$81,585
Consulting	Consultant	$150.00		
Consulting	Housing Supervisor	$105.00	490	$51,450
Consulting	Housing Specialist	$95.00		
Consulting	Inspector	$90.00	196	$17,640
Consulting	Environmental	$90.00	392	$35,280
Consulting	Administrative Support III	$90.00	147	$13,230
Consulting	Administrative Support II	$75.00	147	$11,025
Consulting	Administrative Support I	$55.00	980	$53,900
Total				**$533,610**

Additional positions included for ad-hoc project needs to be identified and agreed by City and A&M.

Assumptions

1. The “Total Cost” estimate provided above is based on our current understanding of the City’s desired scope of services and the availability of required City and external resources needed to complete the work as outlined in the RFP. The estimate is subject to adjustment upon confirmation of specific scope requirements between the City and A&M.
2. To meet the City’s specific needs and requirements upon commencement of the work, we anticipate the opportunity to add/remove positions and reallocate hours between levels.
3. We have based our fee on the assumption that the Community Revitalization Program will leverage existing policies, procedures, and templates. We anticipate undertaking a review and refreshment of the templates to ensure that they meet the needs of the Program.
4. For the deliverables, our team has allowed for the Day-to-Day Administration of the Down Payment Assistance Project over a 6 month period. Our involvement in the Home Rehabilitation and Repairs and the Demolition for Residential Home Construction is limited to oversight activities such as providing guidance, conducting limited reviews/compliance samples, and advising on programmatic issues.
5. For the pricing of this work, we have assumed a contract base period from November 2023 to September 2026 but anticipate that the JHAP program will conclude within a ~6 month period. The projection is based on our improved operational efficiency achieved through direct familiarity with the previous JHAP initiative. The ongoing oversight and monitoring activities for the Demolition for Residential Home Construction and Home Rehabilitation and Repairs are assumed to extend to 2025 and 2026.
6. We have assumed for the Home Rehabilitation and Repairs program, that the CHDOs will be responsible for applicant intake, applicant review and eligibility.
7. It is estimated that, during Year 1 (2024), we will have a dedicated person on-site between 20-40 hours per week (depending on the duration of the program) to provide in-person support and assistance in their application process. This level of on-site support will substantially reduce in Years 2 & 3 as the Home Down Payment and Closing Cost Assistance closes, acknowledging that the oversight / monitoring activities for the CHDO and Demolition projects will continue. We are open to discussing the on-site presence with the City and adjusting our resourcing levels and fee estimate accordingly.

8. Based on our familiarity with JHAP and the historical award averages achieved in 2014, we have estimated that successful applicants for the Home Down Payment and Closing Cost Assistance will receive an average of $30,000 per beneficiary. Based on this estimate, we anticipate a total of 100 successful applicants to meet the $3m funding allocation. We assumed an application approval rate of 65% based on previous experience. Therefore, we have assumed that we will perform approximately 150 application reviews.

Proposal Validity
This proposal is valid for 120 days.

Travel and Other Direct Costs
We assume that reasonable travel and other direct costs critical to the completion of our work with the City of Joplin will be billed to the City at cost and will be reimbursed monthly. Travel and ODCs (such as office space and office supplies) are not included in the estimate above.

6.0 ADDITIONAL CONSIDERATIONS

Local Presence

Our team is committed to maintaining a strong and active local presence within the community, which we believe is paramount for ensuring the successful administration of the grant projects. Our team has dedicated local resources that not only have the deep knowledge of the community and its programs, but have a deep personal mission to advance the City's socio-economic growth. Our team combines several local experts, including Patty Heagel, Brad Baker and John Joines. In addition to our local experts, the team will use several experienced local housing-related resources to support the successful implementation of the Community Revitalization Program. This group of local experts and resources form a critical component of the team and bring firsthand knowledge of the previous JHAP and JHRP programs.

Remote Work

Our proposed team brings together the best of both worlds – locally based resources to support the City on the ground combined with technical specialists and experts from across the US to bring best practice to life. Our team has partnered together previously and has a track record of managing asynchronous work successfully. We will employ a comprehensive strategy that includes the establishment of a shared workspace, standing touchpoints, the utilization of technology, and meticulous task planning.

- **Establishment of a shared workspace:** We will create a shared digital workspace, such as SharePoint, that is accessible to our collective team to centralize project documentation, resources, and updates. This platform will serve as a hub for both remote and onsite team members, ensuring easy access to crucial information. We are cognizant that the team will handle personally identifiable information and we will implement data security and privacy measures for this workspace.
- **Regular team touchpoints:** Regular standing internal team touchpoints will be scheduled at a defined frequency to provide share updates on progress, proactively highlight potential risks and discuss any issues as they arise in a timely manner. This ensures that the entire A&M Team remains informed and on the 'same page' regardless of their location.

- **Use of technology:** Our team is familiar with a range of technology including video conferencing, instant messaging, and collaboration tools that will facilitate real-time and asynchronous communication.
- **In-depth planning:** From the outset of this engagement, our team will consider the variety of activities required to successfully administer the program and ensure responsibilities are well-distributed. Onsite staff will be tasked with duties that require a physical presence, while remote team members will handle tasks that can be executed virtually. This division of responsibilities will prevent redundancy and maximize productivity.

Our Unique Strengths and Drive for Innovation

Our team has several differentiators and unique strengths that we will bring to the Community Revitalization Program. These are:

- **Advanced tools and technology** – A critical component to our organization structure is our use of technology enablers that will help the City of Joplin to be more efficient with time, money, and staff resource while driving accuracy in data for each infrastructure decision made, as noted with the online application portal and dashboard reporting. Additionally, our team has developed a robust and comprehensive approach to support execution of housing projects, incorporating Geographic Information System (GIS) technology and portfolio management and scheduling software to achieve optimal execution of planning and implementation milestones for each engagement workstream.
- **Ability to accelerate planning and implementation timeframes** – We bring first-hand knowledge of the significant challenges and leading practices related to delivering successful housing programs, including leveraging our previous work on JHAP Round #1 and JHRP #1 to gain maximum planning and implementation benefits for the City of Joplin.
- **Established experience and knowledge with internal and external stakeholders** – A key differentiator for our team is the deep relationships that we have established with the City of Joplin and its key stakeholders dating back to shortly after the 2011 disaster and that continues through to the present today.
- **A familiar team you know and trust** –We are proud to provide a core team that is committed to Joplin and is here to support you in achieving your goals. Further, team members from Nan McKay and other local resources who supported the JHAP #1 and JHRP #1 workstreams, will join the Team to support this important engagement.
- **Dedicated on-the-ground support** – Due to the focus on these three housing-related workstreams, should A&M be selected as your advisor for this engagement, we are committed to placing an experienced, local specialist in Joplin at a frequency and duration that is practical for the program and also cost-effective for the City.

Diversity and Inclusion

The A&M Team fully embraces diversity and inclusion as a catalyst for solving complex challenges, creating value, and fostering positive change for our clients. Our commitment to diversity and inclusion, and our teaming partners commitments, are detailed in the *1.0 Company Profile* section. We firmly believe that our professionals, with diverse backgrounds and practical experience, set us apart and enable us to provide innovative solutions.

APPENDIX: RESUMES

In the section below, you will find resumes for each of our engagement leadership and key staff. All the team members we propose to support you are seasoned and experienced from successfully operating in highly dynamic environments.

The on site percentage estimates provided below are for the leadership team of this engagement only. Case management/intake staff are ***anticipated to be on site for a significant percentage of their time*** (50+%, to be determined based on the duration of the program and the City's requirements).

Name	**Riz Shah**
Position	Engagement Partner
Degree/Education	• Bachelor of Architectural Engineering, Penn State University • Executive Degree, INSEAD
Location	Washington D.C
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	25 Years

Summary of Qualifications

For more than 20 years, Riz has been entrusted to help clients respond to unexpected crises following incredibly challenging and tragic impacts on communities and businesses. From crisis response through resilience, Riz has supported clients through the entire response and recovery lifecycle and advises clients in their immediate-, short- and long-term strategic decisions. Riz has worked with HUD CDBG-DR, FEMA PA, FHWA, FTA, EDA, and other grant programs through his support of recovery programs such as the City of Joplin, Missouri (2011 Tornado), Colorado DHSEM (2013 floods), Governor's Office of Storm Recovery New York (Hurricane Sandy), Harris County, Texas (Hurricane Harvey), Department of Economic Development, Puerto Rico (Hurricanes Maria and Irma), South Asian Earthquake Relief (2005 Earthquake) and Deutsche Bank recovery (9/11). Riz was the Engagement Partner during the City of Joplin's JHAP #1 workstream, as well as during the City's CDBG-DR Capital Plan development and implementation phases.

Riz specializes in supporting global businesses and public sector entities involved in the delivery of large and complex multi-billion dollar capital investments and programs, working side by side with project owners/operators, developers, financers/investors, corporates, government entities and international contractors that operate in the heavy infrastructure, oil and gas, transport, real estate, and industrial sectors in both the public and private sector around the globe, including the US, Europe, Asia, Africa and the Middle East, as well federal, state, local entities here in the US.

Riz holds a Bachelor of Architectural Engineering from Penn State University, an Executive Degree from INSEAD and is a member of the board of the College of Architectural Engineering. He is currently a Managing Director with Alvarez and Marsal and leads their Infrastructure practice nationally. Earlier in his career, he was a Partner with Guidehouse and PwC (2016-2019, 1999-2001), and Managing Director with Deloitte (2001-2015).

Name	**Rob Reid**
Position	Program Director

Degree/Education	• Master's in Business Administration (MBA), Duke University Fuqua School of Business • Bachelor of Science, Auburn University
Location	Atlanta, Georgia
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	15 Years

Summary of Qualifications

Rob is a Senior Director in Alvarez & Marsal's Infrastructure & Capital Projects practice and leads Alvarez & Marsal's public sector infrastructure practice. Rob has significant experience planning, managing, and monitoring Coronavirus Relief Funds, FEMA Public Assistance, HUD Community Development Block Grant – Disaster Recovery (CDBG-DR), and FHWA Emergency Relief funds. Most recently, Rob has worked with multiple communities around the country in the preparation of broadband master plans and implementation roadmaps. Rob has worked with over 30 state and local governments and recipients of federal funding in response to COVID-19. He has worked with grantees and subrecipients as well as the U.S. Department of Treasury, FEMA, HUD, and DHS personnel in planning, implementing, administering, and monitoring recovery funds. Rob has worked with federal fund grantees across the nation including in Colorado, Utah, Texas, Puerto Rico, Missouri, New York, Louisiana, Ohio, New Jersey, Alaska, California, Oregon, South Dakota, Michigan, Massachusetts, New Hampshire, Rhode Island, South Carolina, Arizona, Nevada, Oklahoma, Illinois, and others. Rob was previously involved in the City of Joplin's CDBG-DR Capital Plan development and implementation phases.

Relevant Experience

- For the City of Joplin, Rob served as the project manager supporting the City in recovery and resilience efforts after the devastating EF-5 tornado that impacted Joplin. Rob conducted capital planning efforts, oversaw the management of infrastructure, housing, and economic development projects, reported to the City Staff and City Council, and conducted monitoring efforts.
- For the Colorado Division of Homeland Security & Emergency Management (DHSEM), Rob led many of the State's applicant assistance efforts in the administration of the FEMA PA program in response to the 2013 Floods. Rob's team collaborated with federal, state, and local entities in interpreting policy guidelines, disaster specific guidance, and in reaching consensus in alternative solutions to complex eligibility issues that satisfy regulations. In this capacity, Rob worked closely with applicants, providing technical assistance and guidance throughout Project Worksheet (PW) creation, Requests for Reimbursement, and project closeout, as well as providing strategic guidance to the State in critical policy decisions.
- For multiple healthcare PNPs and subrecipients across the U.S., Rob oversaw the planning and management of federal funds related to COVID-19 including Coronavirus Relief Funds, FEMA Public Assistance, and Provider Relief Funds. Rob's teams provided subject matter expertise, regulatory guidance, and project management. Subsequently, Rob led the monitoring and oversight of expended and planned grant funds including the development of monitoring plans, conducting risk assessments, and conducting monitoring activities.
- For the State of South Dakota, Rob led a team tasked with end-to-end administration of the State's CRF grants including interpreting state policy into program guidelines, providing training for potential applicants, standing up and overseeing application review teams, providing strategic advice, and conducting monitoring efforts.

- For the State of Arizona, Rob led a team to document and submit Project Worksheets for FEMA's Public Assistance program. Rob's team was charged with working across multiple state agencies and local governments to gather expenses, prepare Project Worksheets, and monitor transactions.
- For Cook County, Illinois, Rob led a team providing grant management services for CRF, FEMA PA, and ERAP funds. Rob's team was responsible for developing funding strategies, confirming compliance with federal regulations, providing program and project management support, and conducting grant monitoring activities.
- For Harris County, TX, Rob served as the project manager assisting Harris County with the strategy, planning, execution, compliance, and procurement of over $1.5B of disaster recovery and grants management in response to Hurricane Harvey. His team managed all grant funding sources including FEMA PA, HUD CDBG-DR, FHWA, FEMA HMGP, and others. Rob's team provided guidance to several departments within the County including the Community Services Department, Engineering Department, Purchasing Office, Auditors Office, Sheriff's Department, Fire Marshall's Office, and the Parks Department. Rob's team conducted several compliance monitoring activities for various funding sources.
- For the New York Governor's Office of Storm Recovery, Rob assisted New York State Governor's Office of Storm Recovery to assess GOSR's vendor management and oversight processes.
- For the Centers for Disease Control and Prevention (CDC), Rob implemented enterprise risk management best practices and oversaw daily risk management of first responders to public health emergencies across the globe. Rob's teams conducted risk assessments on multiple centers and advised on risk management for emergency response activities.

Name	**Catherine Ures**
Position	Housing SME
Degree/Education	• University of Southern California | Los Angeles, CA Master of Public Administration • University of Southern California | Los Angeles, CA Bachelor of Arts, Urban Planning & Community Development
Location	San Diego, California
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	20 Years
Summary of Qualifications	
With more than two (2) decades of professional experience in community redevelopment, recovery, and strategic planning, Catherine Ures is a Vice President, Professional Services at NMA, and has the unique qualifications of having worked in a management capacity in both the public and private sectors. Her public service encompasses over a decade in California municipal government in both the affordable housing and redevelopment fields. Her time in the private sector has focused on serving federal, state, and local entities with strategic planning, urban design, grants management, disaster recovery, HUD program management, FEMA program management, federal procurement, monitoring & compliance, and training.	
Relevant Experience	
Project: State of South Carolina | Role: Executive Sponsor | 2021 to Present	

- Administered $515M of ERA 1 and ERA 2 funding on behalf of the State of South Carolina for the operation of the SC Stay Plus Emergency Rental Assistance Program (ERAP)
- Oversaw team that provided the business requirements for the development of a custom application portal and program management system, including workflow and document management
- Provided oversight to teams of over 200 staff providing end-to-end application processing, call center, and payment requests
- Provided technical assistance to the State and units of general local government on ERAP compliance
- Implemented NMA's proprietary technology platform for the ERAP program, which automates all intake, eligibility, and payment file creation for the disbursement of program funds and all programmatic reporting
- Oversaw the development and buildout of a custom bulk utilities module for the distribution of utilities funding to utility providers

Project: State of New Jersey | Role: Executive Sponsor | 2021 to Present

- Provided leadership for the development, administration, and implementation of the State of New Jersey's coronavirus relief funding (CRF) emergency rental assistance program (CVERAP-1 and CVERAP-2); total disbursement for this project has now reached nearly $1 billion
- Implemented our ERAP technology solution for CVERAP-1, administering $90M in ERAP funding and processing 47,999 applications
- Continued to leverage the NMA portal for CVERAP-2 and disbursed $132M in 5 months, with over 25,730 eligibility determinations made
- For all COVID grant funding sources and State of New Jersey programs listed below, the NMA team provides strategic policy guidance, technical assistance, training, and full-service operations and call center services

Project: Harris County, Texas | Role: Program Director | 2017 to Present

- NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of nonprofit partners to act as program administrators for various COVID related recovery programs. NMA has established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program.

Project: City of Joplin | Role: Program Director | 2017 to 2021

- Catherine and her team were engaged to develop a robust monitoring and compliance program for all disaster-related housing and infrastructure projects and programs. Catherine led the team through frequent HUD audits, oversaw updates to the Joplin CDBG-DR compliance manual, and managed technical assistance and training staff who created and provided trainings to grantee and subrecipient staff/contractors.

Name	**Natham Paufve**
Position	Home Down Payment & Closing Cost Assistance Lead

Degree/Education	• University of Chicago, Chicago, IL, Master of Arts, Public Policy • North Central College, Naperville, IL, Bachelor of Arts, Psychology
Location	Estero, Florida
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	14 Years

Summary of Qualifications

Nathan Paufve is the Deputy Director of Consulting at NMA with expertise in program design and implementation, strategic planning, grants management and administration, regulatory compliance and monitoring, risk assessment and internal controls, program and project management, process improvement, workflow mapping and design, and measuring performance. He specializes in working collaboratively with federal, state, and local entities to develop and implement grant funded programs that address strategic disaster recovery, resiliency, social vulnerability, housing, and economic development.

Relevant Experience

Project: State of South Carolina CDBG-CV | Role: Project Manager | January 2021 to Present

- Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:
  - Developed online application portal for competitive and non-competitive CDBG-CV Round 1 funding for Public Services and Public Facilities and Improvements programs.
  - Provided oversight to the application review team and assistance in the review, approval, or denial of all funding requests.
  - Provided technical assistance to the State and units of general local government on CDBG-CV compliance.
  - Established policies, procedures, and documentation for the end-to-end grants management process.
  - Developed reporting and documentation processes in accordance with federal funding requirements.

Project: State of South Carolina CRF | Role: Consulting Manager | June 2020 to January 2020

- Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:
  - Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
  - Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
  - Established policies, procedures, and documentation for the end-to-end grants management process.
  - Developed reporting and documentation processes in accordance with federal funding requirements.
  - Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.

- Provided oversight to the intake team and assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.

Project: Harris County, Texas COVID | Role: Consulting Manager | June 2020 to Present

- Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:
  - Provided legislative analyses, technical assistance, and program development.
  - Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
  - Established compliance and monitoring structures for both the Small Business Relief Program, the Direct Assistance Program, and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.

Project: City of Joplin, MO | Role: Senior Consultant | April 2017 to January 2018

- Developed a robust monitoring and compliance program for all disaster-related housing and infrastructure projects for the City of Joplin:
  - Developed a risk-based monitoring plan, managed monitoring staff, executed program compliance monitoring reviews, facilitated project and grant closeout activities.
  - Oversaw updates to the Joplin CDBG-DR Compliance Manual and established project and program record keeping and document management protocols.
  - Managed technical assistance and training staff who created and provided training and technical assistance to grantee and subrecipient staff and contractors.

Name	**Jacqueline Stout**
Position	Home Rehabilitation & Repairs Lead
Degree/Education	• University of Illinois at Chicago | Chicago, IL Bachelor of Arts, Political Science
Location	Philadelphia, PA
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	9 Years

Summary of Qualifications

As a senior consultant at NMA, Jacqueline Stout specializes in collaborating with clients to develop and implement improved operational processes and ensure client compliance with local, state, and federal regulations. Her primary expertise is in federal procurement and regulatory compliance, disaster recovery grants management, policy analysis and development, strategic planning, and development of program guidelines and standard operating procedures.

Relevant Experience

Project: Grant Assessment, Strategy Formulation and Maximization of CARES Act funding for State of South Carolina | Role: Subject Matter Expert | June 2020 to Present

- Identify funding and eligibility requirements of federal funding available in response to COVID-19 and develop strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Establish the policies, procedures, and documentation for the end-to end grants management process.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: COVID-19 Support Services for Cook County, IL | Role: Associate II | May 2020 to Present

- Review, analysis, and recommendation of best practices for Cook County Purchasing and Procurement Procedures and contract templates in relation to COVID-19 expenditures.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: COVID-19 Support Services for Tarrant County, TX | Role: Associate II | May 2020 to Present

- Review, analysis, and recommendation of best practices for Tarrant County Purchasing and Procurement Procedures and contract templates in relation to COVID-19 expenditures.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: Rapid Assessment of Internal Policies and Procedures for COVID-19 Response for City of Albuquerque, NM | Role: Associate II | April 2020 to Present

- Evaluate current policies and procedures and recommend overall best practices to ensure compliance with requirements of various federal funding sources.

Project: Hurricane Harvey FEMA-PA & Other Grant Administration for Harris County, TX | Role: Associate II | June 2018 to Present

- Overall grants management and program administration of HUD CDBG-DR, FEMA Public Assistance, and other funding sources.
- Procurement guidance and training, development of guidelines and standard operating procedures, oversight and regulatory compliance, project and grant closeout activities, stakeholder and public outreach activities, and providing technical assistance and training on federal regulatory compliance.

Project: Professional Administrative Support Services for City of Joplin CDBG-DR | Role: Consultant | March 2018 to September 2018

- Provided program administration, developed updated policies and procedures, performed risk assessment, identified technical, financial, and regulatory risks, assisted with HUD and other State audit visits, performed regular compliance reviews of CDBG-DR funded projects assessment, and developed written and verbal briefings on CDBG-DR compliance related issues, and providing training to City staff and vendors on CDBG-DR compliance.

Name	Belinda Kilian
Position	Demolition for Residential Home Construction Lead
Degree/Education	• Bachelor of Commerce, University of Auckland • Bachelor of Property, University of Auckland

Location	New York, New York
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	5 Years

Summary of Qualifications

Belinda is a Senior Associate in A&M's Infrastructure and Capital Projects Practice. With five years' experience, she has worked with a variety of public and private entities to support the planning, procurement, and execution of projects across water, energy, real estate, transportation, and education sectors.

Relevant Experience

- City of Joplin, Missouri – Belinda has supported the City's broadband deployment efforts by developing content for City Council briefings.
- Cost Review – Belinda reviewed contractual documentation to identify $1.3M in potential cost recovery items for the client.
- Contractual Review and Stakeholder Engagement – Belinda conducted a series of workshops with stakeholders to support the determination of appropriate customer levels of service for the refranchising of Melbourne's train and tram operations.
- Cost Review – Belinda supported the analysis of construction costs in the residential sector to develop a range of strategic and commercial options to mitigate the escalating costs and alleviate supply constraints.
- Risk Assessment – Conducted a review of Project Management Plans and facilitated stakeholder walkthroughs of a $600M wastewater treatment plant to determine the effectiveness of project controls in place.
- Governance Structures – Developed portfolio and governance structures for the Ministry's $1.5B infrastructure assets, encompassing over 2,100 schools.
- Risk Review – Belinda supported the review of key commercial and implementation risks associated with the introduction of a statewide public ticketing system.
- Supply Chain Review – Belinda supported the review of New Zealand's national electric power grid supply chain to identify opportunities for improvement and align with industry best practice.
- Project Management – Belinda was involved in the redevelopment of an inner-city high rise commercial building into luxury apartments, responsible for the resolution of RFIs, assessing change orders, preparing monthly progress reporting and chairing weekly project team meetings.

Name	**Brad Baker**
Position	Bank Liaison
Degree/Education	• Master's in Business Administration (MBA), Chaminade University of Honolulu • Bachelor of Business Administration, University of Hawaii
Location	Joplin, MO
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	35 Years

Summary of Qualifications

Brad recently retired from U.S. Bank where he was a Business Banker for 13 years based in Joplin, MO. Brad was actively engaged with Joplin, MO and surrounding communities for business banking needs. Brad worked in the banking community to find the best lending solutions for customers which included government supported programs such as the Economic Injury Disaster Loans (EIDL), Paycheck Protection Program (PPP) and USDA FSA farm loans.

Prior to banking, Brad was a practicing CPA who provided auditing, accounting, tax and financial consulting services for 12 years with CPA firms in the Joplin, MO region as well as the then Big 8 firms of Touche Ross & Company and Ernst & Whinney in Honolulu, HI. Audits included Government Auditing Standards Yellow Book audits of federal grants programs for several clients.

Brad has had extensive business and community engagement since returning from Hawaii in 2000 being active with many of the area Chambers of Commerce. Although Brad lived in Hawaii during his college and early career years, he grew up in Webb City, MO and has worked and served with several organizations in the Joplin, MO region. Some of the Joplin, MO area boards he has served on are listed below.

- Jasper County Industrial Development Authority – President
- Community Support Services of MO – Treasurer
- Workforce Investment Board of SW MO – Past Chair and Treasurer

Relevant Experience

- Business Banker actively engaged in the Joplin, MO area banking community since 2010.
- PPP Loan & Loan Forgiveness Specialist for U.S. Bank who assisted in managing and processing the SBA Paycheck Protection Program for 1st and 2nd draw loans and loan forgiveness. Brad was recognized as a subject matter expert for addressing issues and details of the PPP Loan & Loan Forgiveness programs for the bank.
- Participated with the Joplin Area Chamber of Commerce for the Joplin Recovery Projects CDBG grant funding for the purchase and renovation of the Advanced Training & Technology Center (ATTC) as the bank lender working with the City of Joplin and contractors managing these projects.

Name	**Patricia (Patty) Heagel**
Position	Strategic Advisor
Degree/Education	• BA, Briar Cliff University, Major in Sociology with emphasis in Community Organization
Location	Joplin, MO
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	40 Years

Summary of Qualifications

Patty is a seasoned and well-respected professional with over 40 years of varied experiences in community and economic development in local governments. Patty has extensive experience planning, managing, executing, and monitoring efforts in promoting overall community vitality. As part of those efforts, Patty has worked with HUD Community Block Grant (CDBG) funding including disaster recovery, HUD HOME and Emergency Shelter funding, federal and state housing initiatives, neighborhood revitalization, and citizen empowerment. Most recently, Patty has assisted in prioritizing the use of COVID-19 federal funding and EDA programs. Patty's role

in local government leadership includes overseeing Housing Assistance Programs, Code Enforcement, Neighborhood Services, Commercial and Industrial Development projects, Historic Preservation, Downtown Revitalization, Broadband initiatives and physical infrastructure planning and implementation. Patty has received a Certified Economic Developer (CEcD) designation through the International Economic Development Council (IEDC). She received certification as an Economic Development Finance Professional (EDFP) through the National Development Council.

Relevant Experience

- For Neighborhood Redevelopment efforts in Sioux City, Iowa, Patty assisted with establishing five neighborhood improvement areas that required empowerment by the citizenry in defining needs. Using HUD CDBG guidelines, wholistic plans were defined and executed for infrastructure improvements, open space park development, underground utility placement, tree planting, demolition of deteriorated structures and integrated rehabilitation of housing units needing of upgrading to code and safety standards.
- In order to accomplish the goals in Neighborhood Redevelopment efforts, Patty solicited the help from urban renewal and community development staff, the City's finance staff, code enforcement, public works, parks and recreation and general City administration as well ensuring that the City entities were complying with federal requirements. Community efforts were recognized by the State if Iowa.
- For further emphasis on the growth and vitality of the Sioux City region encouraging job growth was facilitated with the State of Iowa to ensure job opportunities for disadvantaged citizens. Patty facilitated job growth that met the State of Iowa's minimum wage requirements and the development of shovel-ready sites for the community's industrial growth. Much of the accomplishments occurred after Patty was appointed as the first director of the City of Sioux City's Economic Development Department. As part of the efforts, Patty encouraged participation in EPA's Brownfield Assessment Program which assisted with redefining areas for new industrial and commercial growth. This led to the community receiving a Phoenix Award from the EPA.
- For Joplin, MO, Patty followed the devasting EF-5 tornado that tore the City apart. While witnessing the first-hand gutting of the community, Patty also followed the immediate aftermath. Through a church affiliation Patty assessed physical and human damage to the City. While Patty followed aftermath responses, she targeted HUD's two-tier Disaster Recovery funding sources through CDBG in the amount of $160 million and offered her assistance.
- From her previous experience with HUD CDBG and other programming, she assisted in recovery with other City of Joplin staff and vetted consultants. The projects and funding approved by City Council and uplifted by HUD resulted in projects that covered new housing program opportunities, new early childhood development opportunities, infrastructure rehabilitation and redevelopment opportunities, workforce training, shovel-ready industrial sites, neighborhood open space, and improvement of downtown and other corridors affected by the disaster to encourage redevelopment.
- For one of the most successful incentives in Joplin, Patty assisted with the development of the Joplin Housing Assistance Program (JHAP) which incentivized the re-establishment of housing in the disaster's core which, in turn, promoted former residents, first-time homebuyers and others to invest in the area. This resulted in nearly 600 homes being rebuilt in the disaster area.
- The total list of successfully executed projects is exhaustive and represents creative solutions, stakeholder buy-in, and grant compliance. HUD's Kansas City Regional Office

recognized the City's exemplary and best practices on numerous occasions. At the request of HUD, many of our efforts and program developments were shared with other entities throughout the country, including the JHAP Program.

Name	**John Joines**
Position	Community Housing Development Liaison
Degree/Education	• Bachelor of Science in Business Administration/Marketing Management • Numerous Continuing Education Courses
Location	Joplin, MO
Tentative Onsite Presence	Onsite Presence as Required
Years of Experience	40 Years

Summary of Qualifications

Retired from full-time employment effective March 31, 2023, John is currently assisting in special projects for Economic Security Corporation of Southwest Area (ESC), working with area not-for-profits and for-profits organizations, housing authorities, and units of local and state governments. John had the privilege of spending the past 25 years of my employment as ESC's Chief Executive Officer where he was responsible for the overall management and growth of the agency. Prior to this, John spent nearly 25 years with Tri-State Motor Transit Co. Inc. (TSMT) of Joplin, Missouri where he served as vice President of Sales and Marketing, and General Manager. In 2005, John was one of three Missouri citizens to have had the Official Manual, State of Missouri dedicated in their honor.

- Grew ESC from $6 million in funding to over $25 million per year, providing assistance for hundreds of thousands of southwest Missouri individuals and families.
- Increased the Agency's workforce to nearly 400 employees in Barton, Jasper, Newton and McDonald counties in southwest Missouri, while administering over 40+ different programs to assist low-income wage earners to achieve greater financial independence.
- Developed over 200 housing units of single family, multi-family and apartment complexes; partnered with legislators and other funding sources to provide home improvements within numerous communities across southwest Missouri.
- Traveled across the U.S. providing trainings to not-for profits dealing with natural disasters and that I have assisted with their recovery planning efforts
- Serve on numerous Foundations, Committees, and Boards including the Missouri Governor's Blue Ribbon Committees.
- Located, purchased, and financed the properties for the seven families that received homes in conjunction with the Extreme Makeover episode.
- Served multiple terms as Carthage City Councilman and Mayor Pro-Tem.

This proposal contains information that shall not be disclosed outside of City of Joplin and shall not be duplicated, used, or disclosed in-whole or in-part for any purpose other than to evaluate this proposal. The information subject to this restriction is contained in all pages/sheets herein. This proposal does not constitute a contract to perform services. Any engagement arising out of this proposal will be subject to the execution of a formal engagement contract, including our standard terms and conditions and fees and billing rates established therein.

City of Joplin

Community Revitalization Program

Revised Proposal

Alvarez & Marsal Infrastructure & Capital Projects, LLC

January 4, 2024

January 4, 2024

City of Joplin
602 South Main Street
Joplin, MO 64801

Dear Mr. Bolander,

On behalf of Alvarez & Marsal (A&M), we extend our deepest appreciation in selecting us as your trusted partner to deliver the Community Revitalization Program. We are excited about the opportunity to continue to advance the City's socio-economic goals and support the community through the three projects designed to improve Joplin's neighborhoods.

As your current provider for the City's broadband planning project, as well as prior experience developing and implementing the City's CDBG-DR program, our A&M Team looks forward to providing what no other professional services organization can – the significant institutional knowledge that comes from serving you on a daily basis, backed by the resources of an organization with the relevant qualifications and requisite local experience to exceed your expectations.

We appreciate the opportunity to present to the City of Joplin our revised proposal for management and oversight of the Community Revitalization Program. We believe these refinements will not only address the City's needs more effectively but will also underscore our dedication to delivering excellence. Enclosed, please find the updated Community Revitalization Program proposal, which outlines the proposed contract structure and workplan, refined scope of work, and revised fee estimate.

We appreciate your ongoing consideration of A&M and welcome the opportunity to discuss any aspects of the revised proposal further.

Sincerely,



Rob Reid, Managing Director
Alvarez & Marsal Infrastructure & Capital Projects, LLC
rreid@alvarezandmarsal.com

Introduction

A&M is pleased to provide the City of Joplin with our refined proposal to administer and oversee the Community Revitalization Program. As outlined in our original proposal to the City of Joplin dated October 20th, 2023, we have provided an updated proposal based on the exploratory conversations held during December 2023 which helped to further clarify the City's expectations, work completed to date, and specific roles & responsibilities among the parties involved in the program. These conversations involved members of the City to gain greater insight of the expected roles and responsibilities involved in the Community Revitalization Program, and with identified Community Housing Development Organizations ("CHDOs") and other housing non-profit agencies to understand their potential interest and capacity to support certain parts of the program. These meetings have supported the refinement of our proposal to enable A&M to most effectively meet the expectations of the City.

In the pages that follow, we present A&M's proposed contract structure as well as our refined workplan, scope, and pricing for the Community Revitalization Program.

Proposed Contract Structure & Workplan

A&M will be pleased to proceed with the City's preferred Work Authorization structure. For the City's consideration, we propose the use of a Master Services Agreement with a single work authorization, encompassing our involvement across three key components of the Community Revitalization Program: 1) Program Design, 2) Administration of the Down Payment Assistance Project ("JHAP"), and 3) Oversight of the Home Rehabilitation and Repairs ("JHRP") and Demolition for Residential Home Construction ("Demolition" or "Demo") projects. We understand that time is of the essence; as such, this structure will enable us to rapidly conduct program design efforts and launch projects at the correct time and with no delay due to contracting.

A&M proposes the following workplan to conduct this effort which is based on our current understanding of the program. Our workplan is focused on 1) rapidly deploying our team to undertake program design, 2) providing an experienced, dedicated team with strategic on-site presence for the administration of the JHAP project, and 3) overseeing compliance and reporting on progress for the CHDOs, housing non-profit agencies, and other select city partners involved in the administration of the JHRP and Demo projects.

Our proposed workplan commences in January 2024, starting with the kickoff of the program design. We have allowed a total of seven (7) weeks to complete the program design for the Community Revitalization Program, with the acknowledgement of the City's desire to commence administration of the JHAP program as soon as practicable. Considering this, we aim to complete the JHAP program design to enable a "soft start" initiation of application intake from the existing waitlist by the conclusion of week four (4) from the commencement of the program design. We will also work to reasonably expedite program design activities for JHRP and Demo in tandem with JHAP program design and will focus on supporting the CHDOs and other housing non-profits in launching those programs as rapidly as possible.

We are committed to providing targeted technical assistance to the CHDOs and other housing non-profit agencies who will have an active role in administering the JHRP project and potentially an indirect role in the Demo project. Those activities may occur outside of the 7-week period for program design. As discussed with the City, we intend to interact primarily with ESC, as we understand that ESC will be the "lead" organization responsible for administering the JHRP program and coordinating efforts of other housing non-profits.

Following the completion of program design, implementation of the respective programs will commence as soon as practicable. We have allowed nine months for the administration of JHAP, with the continued oversight provided for JHRP and Demo projects until September 2026. Our anticipated level of effort and resourcing for the administration of JHAP has been split into two

phases: the first nine months with a higher level of resourcing focused on daily operations, followed by three months at lower resourcing levels for file and project level close out. It is important to note that the workplan presented in A&M's original proposal showed 6 months of program operations and 6 months of closeout at a lower resourcing level. This proposal considers 9 months of program operations followed by 3 months of closeout to allow for additional time in reviewing/processing applications, making eligibility determinations, and disbursing funds.

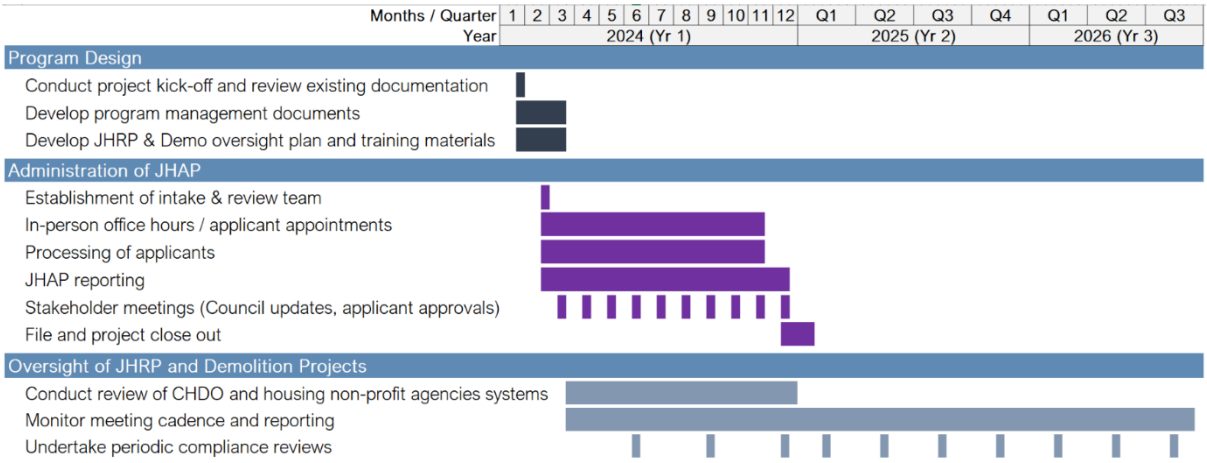


Figure 1: Proposed Workplan

Program Design

We appreciate the importance of "hitting the ground running" and are ready to mobilize a team to conduct program design activities starting in January 2024. We have allowed **seven weeks** to complete program design for the Community Revitalization Program, with our aim to complete the JHAP program design to enable a "soft start" of applicant intake from the existing waitlist by the conclusion of **week four (4)** from the commencement of the program design. We propose the following activities during Program Design:

- Identification of applicable eligibility and documentation requirements to facilitate compliance with federal and state requirements.
- Documentation of the key policies and procedures that will govern how the program will operate, addressing areas such as eligibility, documentation, dispute resolution procedures, and other critical program management topics.
- Development of a standardized reporting template to collect and present data related to program progress, financials, and outcomes.
- Establishment of the pre-application checklist for potential JHAP and JHRP applicants to review before submitting applications (to provide visibility on initial eligibility criteria and documentation requirements before submitting applications).
- Development or revision of the application and verification forms (if determined to be applicable) to be completed when applying for assistance under the JHAP and JHRP projects.
- Development or revision of the Eligibility, Duplication of Benefits (DoB), Loan Review, and Award Determination Forms as applicable.
- Development of the folder structure for storing and managing program documents.
- Establishment of record retention policies and procedures, ongoing document management.
- Scheduling and chairing of weekly coordination meetings with the City to provide updates on progress, risks, issues, and opportunities.
- Development of a webinar for each of the three projects designed to inform potential beneficiaries and stakeholders of the City's Community Revitalization Program.

- Support to develop a program announcement press release in conjunction with developing the webinar for relevant stakeholders.
- *Note: we understand that City of Joplin has completed community and stakeholder outreach activities. As such, we have limited our involvement in community and stakeholder involvement to the development and provision of an educational webinar and press release.*

Additionally, for the JHRP & Demo projects, we will execute the following additional activities as part of the program design phase:

- Identification and provision of targeted technical assistance for various stakeholders as necessary, including administrative staff, operational staff, and City Staff (to be conducted during Program Design or administration/oversight).
- Establishment of an oversight plan to support the smooth and efficient operation of the projects, consisting of a risk assessment to proactively identify potential challenges and risks that might impact the project's success, development of a monitoring plan based on the risk assessment, and the creation of a matrix to define the roles and responsibilities of the project team members. This matrix will include roles for administrative staff, operational staff, City Staff, CHDOs and housing non-profit agencies, and Contractors.
- For JRHP, we will create a regular meeting schedule to ensure that the CHDOs, housing non-profit agencies, and other stakeholders are kept informed and engaged throughout the Project's lifecycle. This schedule will also include reporting requirements to maintain transparency and accountability.

Administration of JHAP

We have allowed nine (9) months from the commencement of the "soft start" of JHAP applicant intake to complete the administration of the JHAP project with a strategic on-site presence from our team, with a further three (3) months for project and file close out activities. It is important to note that the workplan presented in A&M's original proposal showed 6 months of program operations and 6 months of closeout at a lower resourcing level. This proposal considers 9 months of program operations to allow for additional time in reviewing applications and making eligibility determinations during the operational period, followed by 3 months of closeout. Our proposed activities for the administration of JHAP include:

- Establishment and management of the intake and application review process using the supporting guidelines, artifacts, templates, checklists, and other enabling tools developed during the program design phase.
- Communication with applicants (or designee) to support application preparation, application, submission, document submission, or other items related to submission of a JHAP application.
- Coordination and administration of in-person office hours and applicant appointments (based on a schedule determined in the Program Design phase) for JHAP applicants.
- Coordination of a regular meeting to discuss progress, key performance indicators/metrics, and exception-based application issues with the City.
- Review of JHAP applications (if determined to be by individual basis during the Program Design Phase) for eligibility. For income eligibility, we have allowed for the review of tax returns / W2s and the self-certification of current year's annualized household income. No background checks, independent income verification, or asset verification has been allowed for based on conversations with the City.

- Conduct a check for receipt of required closing documentation and checklist confirming lender's compliance with loan terms that the City has established (designed to prevent predatory lending practices).
- Completion of the closeout checklist and applicant file closure for archive. We will conduct closeout reviews of all applicant files to confirm completeness.
- Development of a wind down strategy with the City once funding has been allocated to an agreed amount (as established in program design).
- Provide ad-hoc support to the City to respond to State or Federal audits of the JHAP project.
- Development of reports in accordance with ARPA requirements as determined during the program design phase.
- Maintenance of an internal reporting dashboard to track application status, KPIs, risks, etc. (to be determined during Program Design phase).

Oversight of JHRP & Demo Projects

In our oversight role, we will undertake the following activities over a 31-month period (from March 2024 to September 2026). Our activities for the oversight of JHRP and Demo include:

- Participation in regular meetings with the CHDOs and other housing non-profit agencies to provide information, review program risks, and provide technical assistance. In developing our fee estimate, we have assumed more frequent meetings and coordination (weekly or bi-weekly) during the first 6-12 months of the program, reducing to monthly or quarterly as operations normalize. As instructed by the City, A&M anticipates that our primary interaction in oversight activities for the JHRP project will be with ESC, as ESC will be responsible for coordinating the efforts of CHDOs and other housing non-profit agencies.
- Establishment of a reporting schedule/template and ongoing review/monitoring of reports. The reporting template will be developed during the Program Design phase and reports will be provided to A&M and the City at an interval to be determined. A&M will review reports to determine risks, progress, and opportunities to accelerate or improve the impact of programs and report on progress to the City.
- Review of CHDOs and other housing non-profit agencies systems to track applicants, select contractors, control project budgets, manage compliance requirements, and report on progress. After the review of the systems, as needed, we will conduct targeted technical assistance to support the CHDOs and other housing non-profit agencies (primarily ESC) in establishing appropriate controls.
- Quarterly compliance reviews to facilitate transparency and accountability for SLFRF awarded funds and use of funds.

Our Revised Cost Proposal

In this section, we present a comprehensive overview of our revised cost proposal for your consideration. Our cost proposal reflects our commitment to transparency and accuracy in outlining the financial aspects associated with the design, administration, and oversight of the Community Revitalization Program.

We propose the use of a Master Services Agreement with a fee cap of **$732,388.** As requested by the City, we propose an additional **$67,200** for travel expenses over the approximately 3 year period **for a total of $799,588**. As discussed with the City of Joplin, we anticipate that the allocation of fees and travel expenses may be adjusted throughout the period of performance, as long as such adjustments fall within the specified total indicated in the Master Services Agreement and are agreed by A&M and the City. We provide a breakdown of the estimated hours and fee proposed for each of the phases below.

Phase	Hours	Fee
Program Design	546	$118,528
Administration of JHAP	2,508	$483,840
Oversight of JHRP & Demo Projects	660	$130,020
Total	3,714	$732,388

Table 2: Our cost proposition by phase, hours, and fee (not inclusive of travel expenses)

Cost Proposal: Program Design

We have allowed 546 hours at a cost of $118,528 for the Program Design phase during the seven-week period. Our initial proposal was crafted under certain assumptions which have been further explored as part of the meetings held in December 2023 with the City and CHDOs/other housing non-profit agencies. These discussions have provided us with greater insight into the City's goals for this engagement and have enabled us to provide a refined fee estimate. A key assumption made in our original proposal was on our ability to leverage existing policies, procedures, and templates. While we remain committed to doing so, and these existing artifacts support the foundation of the program design documentation, we anticipate our effort will extend beyond a review and refreshment of some of the necessary templates. Our updated proposal fee considers the following:

- **Increased level of effort:** Recognizing the need for strategic design of the Community Revitalization Program and the current state of program design efforts/outputs, our revised proposal includes additional hours for senior resources, primarily to consider interactions between the projects, eligibility and documentation requirements, and opportunities to streamline the program in accordance with regulations.
- **Additional CHDO and other housing non-profit agencies coordination for JHRP:** We understand that engagement with CHDOs, with the exception of the discovery meeting held with the A&M team, has not commenced. We anticipate that there will need to be in-depth discussions and planning to determine eligibility, documentation, coordination, and process requirements in collaboration with CHDOs and other housing non-profit agencies to align the JHRP project with their capacity, capability, and experience.
- **Additional City coordination for Demo:** Similarly, we have allowed for the creation and/or revision of program forms, templates, procedures, and policies in alignment with funding requirements. We anticipate that the design of the Demo project will require "scaling up" from its current operational structure to meet the goal of 200 homes demolished during the period of performance.
- **CHDO and other housing non-profit agencies coordination:** Finally, given the limited amount of interaction between the City, CHDOs and other housing non-profit agencies to-date, we have included additional time to support the coordination of CHDOs and

other housing non-profit agencies to help ensure the successful and compliant delivery of the JHRP and Demo projects.

Cost Proposal: Administration of JHAP

We have allowed 2,508 hours at a cost of $483,840 for the Administration of JHAP during the nine-month period. Our initial proposal was crafted under certain assumptions which have been further explored as part of the meetings held in December 2023 with the City. Some of the assumptions made in our original proposal included a shorter timeframe for operation of the program, notably six months for the administration of JHAP instead of the nine currently proposed. Our updated proposal fee considers the following:

- Extended timeline: We have extended the period of performance for the JHAP administration to nine months, an increase of three months from the initial proposal. This extension has been made considering the unknown current waitlist of potential applicants, thereby allowing for a 'ramp up' in applicant identification and demand generation following program design. Compared to our original proposal, we have allowed for an additional three months of program operation to ensure sufficient time to generate demand, review applications, and provide financial assistance. We have shortened the closeout period originally proposed from 6 months to 3 months, maintaining the original 12 month total schedule but placing additional emphasis on the program operation timeline.

Cost Proposal: Oversight of JHRP and Demo Projects

We have allowed 660 hours at a cost of $130,020 for the Oversight of JHRP and Demo Projects during the 31-month period. Our initial proposal was crafted under certain assumptions which have been further explored as part of the meetings held in December 2023 with the City. Our updated proposal fee considers the following:

- Increased level of oversight and technical assistance: Based on meetings conducted with the City's potential CHDOs and other housing non-profit agencies in December 2023, we estimate that the City's partners will require an increased level of oversight, technical assistance, and support throughout the administration of the JHRP program to maintain compliance with federal/state regulations and the City's goals for the program. We anticipate that A&M will primarily interact and conduct oversight activities with ESC as the lead agency for JHRP, and ESC will be responsible for coordinating activities with other housing non-profit agencies.

Exclusions and Assumptions:

A&M made the following exclusions and assumptions to inform the development of our pricing and approach:

- To meet the City's specific needs and requirements upon commencement of the work, we anticipate the opportunity to add/remove positions and reallocate hours between levels during the contract base period.
- This proposal does not allow for the performance of environmental reviews. Based on the information collected during the December 2023 meetings, it is our understanding that environmental reviews will be conducted by other parties.
    - A&M proposes to support the environmental review process by developing compliance checklists / requirements (according to funding source) during the Program Design phase and coordinating with the City, CHDOs and other housing non-profit agencies to determine the necessity and extent of environmental review activities for each program. Additionally, we propose to provide ad-hoc technical assistance as the City or partner agencies perform environmental review activities.
    - In light of the unknown quantity and extent of the environmental reviews for the Community Revitalization Program, we propose to support the environmental reviews on a separate time and materials basis if the City requests this support. Fees for the performance of environmental reviews have not been included in this proposal.
- We have assumed that inspection form templates for conducting property condition assessments and determining necessary repairs or renovations will be developed in collaboration with the CHDOs, other housing non-profit agencies, and City as part of the Program Design phase.
- We have allowed for the intake of applicants for JHAP via hard copy / paper format based on the limited number of anticipated applications and associated administrative activities.
- We have assumed that A&M will conduct the activities listed 'Administration of JHAP' to make a determination/recommendation to the City on the eligibility and completeness of an application. The City will be responsible for making a final determination prior to providing funding to an applicant.
- We have assumed that the City will arrange for financial assistance to be conveyed to the successful applicant, such as the preparation and delivery of a check.
- For the pricing of this work, we have assumed a contract base period from January 2024 to September 2026.
- Our team has allowed for the program design over a seven-week period, with further coordination held outside of the 7-week period for program design. Within this 7-week period and recognizing the City's priorities, we aim to prioritize JHAP program design and conduct a "soft launch" within 4 weeks.
- Our team is committed to maintaining a strong and active local presence within the community. We have allowed for designated office hours and applicant meetings by appointment to provide in-person support and assistance during the JHAP application process.
- Our revised cost proposal has been based upon the assumption of the project fund allocations, which are $3M for JHAP, $2M for JHRP and $2M for Demo projects.
- We understand that the City has undertaken significant community outreach to beneficiaries and stakeholders to inform them of the City's Community Revitalization Program. As such, we have not allowed for the development of a community engagement plan, creation of marketing materials to advocate and promote each project in alignment with the community engagement plan, or execution of community engagement efforts for

the Community Revitalization Program. Please see proposed program design scope for anticipated program roll out activities.

- We assume that the allocation of fees and travel expenses may be adjusted throughout the period of performance, as long as such adjustments fall within the specified total fee cap indicated in the Master Services Agreement and are agreed by the City of Joplin and A&M.

This proposal contains information that shall not be disclosed outside of City of Joplin and shall not be duplicated, used, or disclosed in-whole or in-part for any purpose other than to evaluate this proposal. The information subject to this restriction is contained in all pages/sheets herein. This proposal does not constitute a contract to perform services. Any engagement arising out of this proposal will be subject to the execution of a formal engagement contract, including our standard terms and conditions and fees and billing rates established therein.

CITY		CONSULTANT	
City of Joplin 602 S. Main Street Joplin, MO 64801		Name: Alvarez & Marsal Infrastructure & Capital Projects LLC Address: 655 15th Street, NW Suite 600, Washington, D.C. 20005	
Attention: Troy Bolander, Director of Planning, Development and Neighborhood Services		Attention: Rob Reid, Managing Director	
Department: Planning | Development and Neighborhood Services		Phone: 770-490-9931	Email: rreid@alvarezandmarsal.com
Phone: 417-624-0820 Ext. 1510	Email: tbolande@joplinmo.org		

AMENDMENT #3
TO AGREEMENT FOR PROFESSIONAL PROJECT ADVISORY SUPPORT SERVICES

This amendment dated October 08, 2024 incorporates the terms and conditions of the AGREEMENT FOR CONSULTING SERVICES between Alvarez & Marsal Infrastructure & Capital Projects, LLC ("A&M" or "Consultant") and CITY OF JOPLIN (referred to as "City" or the "Client"), dated March 24, 2024 (the "Agreement"), and applies to the performance of consulting services described in Exhibit A (the "Services"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement. In all other respects, the Agreement remains in full force and effect.

Change Order Title and/or Number: CO#3 – Fee Variation	**Date of Request:** 9/16/2024
Name of Person and Party Requesting Change: Troy Bolander, Director of Planning, Development and Neighborhood Services	

Overview of Amendment

Amendment #3 to AGREEMENT FOR PROFESSIONAL PROJECT ADVISORY SUPPORT SERVICES is to amend the Agreement as follows:

In connection with that certain agreement dated as of March 24, 2024 by and between Alvarez and Marsal Infrastructure and Capital Projects, LLC and the City of Joplin, a Municipal Corporation of the State of Missouri (as hereby amended, the "Agreement") the parties agree to amend the Agreement as set forth in this amendment (the "Amendment").

1. Exhibit B shall be amended to include the proposals dated October 20, 2023, and January 4, 2024. These proposals are attached hereto, incorporated herein, and collectively referred to as Exhibit B.

2. Section 3 of the Agreement for Consulting Services is hereby amended from:

   "Payment: The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant."

   and restated in its entirety to read as follows:

   "Payment: The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B, for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant. However, in no event shall the total payment for the scope of work exceed $799,588.00."

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

AGREED AND ACCEPTED:

CITY OF JOPLIN

By: _____
Printed Name: Troy Bolander
Title: Director of Planning Development and Neighborhood Services
Date:

ALVAREZ & MARSAL INFRASTRUCTURE & CAPITAL PROJECTS LLC

By: _____

Printed Name: Robert Reid
Title: Managing Director
Date: 09/16/2024

COUNCIL BILL NO. 2024-286 ORDINANCE NO.

AN ORDINANCE approving Contract Amendment #3 by and between the City of Joplin and Alvarez & Marsal (A&M) to provide additional Professional Administrative Services and Technical Assistance for the American Rescue Plan Act (ARPA) Community Revitalization Program; authorizing the City Manager to execute said contract by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective.

WHEREAS, on March 11, 2021, the Department of Treasury established the State and Local Fiscal Recovery Fund (SLFRF) to build upon and expand the financial support provided to state and local governments as they navigate the long-term economic consequences of the COVID-19 public health emergency.

WHEREAS, the City of Joplin was awarded $3,500,000 (Three Million Five Hundred Thousand) with a matching fund requirement by the Missouri Department of Economic Development's ARPA Community Revitalization Grant Program.

WHEREAS, the City of Joplin's Community Revitalization Program is comprised of three housing programs to advance the revitalization of neighborhoods by providing individuals an opportunity to secure homeowner status by contributing to down payment and closing costs, providing funding homeowners for exterior home repairs, and funding the demolition of dangerous and vacant structures.

WHEREAS, the City of Joplin entered into a contract with Alvarez and Marsal on March 23, 2024.

WHEREAS, the level of onsite operations was increased to meet program demand and expedited timeline.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That amendment #3 to the contract between the City of Joplin and Alvarez & Marsal in the amount of $265,978.00 (Two Hundred Sixty-Five Thousand Nine Hundred Seventy-Eight Dollars and No Cents) to continue administering the Community Revitalization Program is approved.

Section 2. That the City Manager, or his designee, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said contract, or contract in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Two Hundred Sixty-Five Thousand Nine Hundred Seventy-Eight Dollars and No Cents ($265,978.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That this Council Bill shall have an effective date of October 8, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____

day of_____, 2024, by a vote of_____.

_____

Keenan T. Cortez, Sr. Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-142 – Approving an Ordinance to update the Code of Ordinances; Section 114-237 School Zones.

MEETING DATE
October 7, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024 - 142 Ordinance; Current Section of Code being amended

REVIEWED BY
Director of Public Works, Daniel Johnson; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves an Ordinance to update the Code of Ordinances; Section 114-237 School Zones.

BACKGROUND
The School Zones section of the Code of Ordinance is in need of updating due to the closure of some schools and the construction of Dover Elementary. Multiple schools that no longer exist need to be removed from the ordinance.

In addition, in accordance with an engineering study that was performed, a school zone with a speed reduction shall be added for the Joplin High School. This school zone was presented to the Joplin Traffic Commission on September 12, 2024. This amendment adds this school zone.

FUNDING SOURCE
This item is not applicable for Ordinance Amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis as this ordinance is an emergency within the meaning of Section 2.12 (1) in that said ordinance provides for immediate preservation of public safety and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

EXHIBIT: EXISTING ORDINANCE

Sec. 114-237. - School zones.

All of the vehicles entering a school zone shall proceed at a speed not to exceed 20 miles per hour until clearing the zone. School zone hours shall be enforced in between the hours of 7:00 a.m. to 8:00 a.m. and 2:30 p.m. to 3:15 p.m. at the following schools:

Cecil Floyd, Columbia, Eastmorland, Emerson, Irving, Jefferson, Kelsey Norman, McKinley, Royal Heights, Stapleton and West Central

School zone hours shall be enforced in between the hours of 7:45 a.m. to 8:45 a.m. and 3:15 p.m. to 4:00 p.m. at the following schools:

North Middle, South Middle and Memorial Middle

School zone hours shall be enforced in between the hours of 7:15 a.m. to 8:15 a.m. and 2:45 p.m. to 3:30 p.m. at the following school:

St. Peter Middle

unless otherwise posted, on any day in which school is regularly in session.

COUNCIL BILL NO. 2024-142 ORDINANCE NO

AN ORDINANCE providing that the Code of Ordinances of the City of Joplin, Missouri, be amended by revising Section 114-237 School Zones, to remove old school zones and add new school zones and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That Section 114-237 of the Code of Ordinances of the City of Joplin, Missouri, be amended as follows:

Change:

School zone hours shall be enforced in the between the hours of 7:00 a.m. to 8:00 a.m. and 2:30 p.m. to 3:15 p.m. at the following schools:

Cecil Floyd, Dover, Eastmorland, Irving, Jefferson, Kelsey Norman, McKinley, Royal Heights, and Stapleton

School zone hours shall be enforced in the between the hours of 7:45 a.m. to 8:45 a.m. and 3:15 p.m. to 4:00 p.m. at the following schools:

North Middle and Joplin High

School zone hours shall be enforced in the between the hours of 7:15 a.m. to 8:15 a.m. and 2:45 p.m. to 3:30 p.m. at the following school:

St. Peter Middle

Section 2. This ordinance is an emergency within the meaning of Section 2.12 (1) in that said ordinance provides for immediate preservation of public safety and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2024-143 – Approving an Ordinance to update the Code of Ordinances; Section 114-822 Specific Speed Limits.

MEETING DATE
October 7, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024 - 143 Ordinance; Current Section of Code being amended

REVIEWED BY
Director of Public Works, Daniel Johnson; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves an Ordinance to update the Code of Ordinances; Section 114-822 Specific Speed Limits.

BACKGROUND
The City of Joplin maintains speed limits based on engineering studies based on roadway geometry, crash history, and other factors. Over the years, some speed limits have been changed due to changes in conditions or due to construction projects changing the roadway geometry. There are also some streets that have been annexed that are not listed. This ordinance seeks to update the Code to match the posted speed limits.

There are streets in particular that are being updated that will change the speed limit from what is currently posted. The first street is Utica Street. It is currently listed as 35 MPH, and this proposes a change to 25 MPH. The other street is 44th Street between Connecticut and Range Line Road. The posted speed is currently 35 MPH, the current ordinance is listed as 45 MPH, and this amendment proposes 40 MPH.

Both of the above changes have been discussed with the Traffic Division of the Joplin Police Department and were presented to the Joplin Traffic Commission on September 12, 2024. The Traffic Commission voted to support the change, passing with a vote of 4-0.

FUNDING SOURCE
This item is not applicable for Ordinance Amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis as this ordinance is an emergency within the meaning of Section 2.12 (1) in that said ordinance provides for immediate preservation of public safety and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

EXHIBIT: EXISTING ORDINANCE

- ## Sec. 114-822. - Specific speed limits.

Pursuant to the provisions of section 114-233, it shall be unlawful for any person to operate any vehicle on the following streets or portions of streets in excess of the indicated speeds:

Expand

Street	Extent	Speed
Broadway	Buchanan Road to east of St. Louis	35
Connecticut Avenue	Murphy Blvd. to 44th Street	35
	20th Street to 32nd Street	35
	32nd Street to south city limits	35
Davis Boulevard	20th Street to 32nd Street	35
Duquesne Road	South city limits 2100 feet south of Newman Road	45
	2100 feet south of Newman Road to Newman Road	35
	Newman Road to north city limits	45
Euclid	Entire extent	35
Florida	15th Street to Zora	35
Fountain Road	St. Louis Avenue to west city limits	35
Illinois	Seventh Street to 15th Street	35
Indiana	15th Street to 20th Street	30
Indiana Avenue	23 rd Street to 24 th Street	25
Indiana Avenue	24 th Street to 41 st Street	35
	23rd Street to 41st Street	35
Joplin Street	Tenth Street to 32nd Street	35
Langston-Hughes Broadway	Landreth Avenue to St. Louis Avenue	30
Lone Elm Road	North of Murphy Boulevard to north city limits	45
MacArthur Drive	Colonial Drive to west city limits	45
Maiden Lane	Fourth Street to south city limits	35
Main Street	North city limits to Murphy Boulevard	45
	Murphy Boulevard to First Street	35
	1st Street to 10th Street	20
	15th Street to Tenth Street	30
	20th Street to 15th Street	35
	20th Street to 33rd Street	35
	33rd Street to south city limits	45
Murphy Boulevard	Main Street to 20th Street	35
Newman Road	Duquesne Road to east city limits	35
	Duquesne Road west 1,000 feet	30
	Florida to Range Line	35
	Range Line to 1,000 feet west of Duquesne Road	40
Perkins Street	Schifferdecker to Maiden Lane	35
Range Line Rd	North city limits to south city limits	40
Schifferdecker	Fourth Street to 20th Street	35

	20th Street to south city limits	45
St. Louis	Broadway to MacArthur Drive	35
Turk Street	Fourth Street to Wyman cutoff, to Range	35
Utica	St. Louis to Florida	35
Wall Street	Tenth Street to 32nd Street	35
Wisconsin	20th Street to 32nd Street	35
Zora Avenue	Main Street to St. Louis Avenue	40
	St. Louis Avenue to Range Line	35
	From the west right-of-way line of Goetz Boulevard to Duquesne Road	35
Fourth Street	Murphy Boulevard to Range Line	35
	Schifferdecker to Gray	35
Seventh Street	West city limits to 600 feet west of Schifferdecker	50
	600 feet west of Schifferdecker to 900 feet east of Schifferdecker	40
	900 feet east of Schifferdecker to Pearl	35
	Ozark to Range Line	45
	Pennsylvania to Ozark	35
13th Street West	West city limits to Wall	35
15th Street	Main Street to Range Line	35
15th Street East	Missouri to Range Line	35
	Grand to Indiana	35
20th Street	West city limits to Maiden Lane	35
	Indiana to Range Line	35
	Indiana to Main Street	35
26th Street West	West city limits to Pearl	35
32nd Street	Range Line Road to east city limits	45
32 nd Street	Main Street to Jackson Avenue	40
	McClelland Boulevard to Schifferdecker Avenue	40
44th Street	Range Line to Connecticut (portion in city limits)	45
State Route 171	From east city limits to west city limits	50

COUNCIL BILL NO. 2024-143 ORDINANCE NO

AN ORDINANCE providing that the Code of Ordinances of the City of Joplin, Missouri, be amended by revising Section 114-822, Specific Speed Limits, to update the listed speed limits to match posted speed limits and to amend the speed limits of Utica Street and 44th Street and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the table within Section 114-822 of the Code of Ordinances of the City of Joplin, Missouri, be amended to the following:

Street	Extent	Speed
Broadway Street	Virginia Avenue to Florida Avenue	35
Connecticut Avenue	Murphy Boulevard to south city limits	35
Davis Boulevard	20th Street to 32nd Street	35
Duquesne Road	600 feet south of Tall Grass Drive to Newman Road	35
	Newman Road to north city limits	45
Euclid Avenue	Entire extent	35
Florida Avenue	15th Street to Zora Street	35
Fountain Road	St. Louis Avenue to west city limits	35
Illinois	7th Street to 15th Street	35
Indiana Avenue	15th Street to 20th Street	30
	20th Street to 24th Street	25
	24th Street to 41st Street	35
Irwin Avenue	24th Street to 26th Street	35
Joplin Avenue	10th Street to 32nd Street	35
Lone Elm Road	North of Murphy Boulevard to north city limits	45
Maiden Lane	Perkins Street to 26th Street	35
Main Street	North city limits to 500 feet north of Murphy Boulevard	45
	500 feet north of Murphy Boulevard to First Street	35
	1st Street to 10th Street	20
	10th Street to 15th Street	30
	15th Street to 33rd Street	35
	33rd Street to south city limits	45
McClelland Blvd	26th Street to south city limits	35
Murphy Boulevard	Main Street to 20th Street	35
Newman Road	Duquesne Road to east city limits	35
	Duquesne Road west 1,000 feet	30
	Range Line to 1,000 feet west of Duquesne Road	40
	Florida to Range Line	35
Parkmor Avenue	24th Street to 26th Street	35
Perkins Street	Schifferdecker to Maiden Lane	35
Prigmore Avenue	North city limits to south city limits	35
Quail Avenue	26th Street to 32nd Street	35
Range Line Rd	North city limits to Newman Road	45
	Newman Road to 44th Street	40

	44th Street to south city limits	45
Richard Joseph Blvd	Entire extent	35
Rob O'Brian Way	23rd Street to 26th Street	35
Schifferdecker Avenue	North city limits to 7th Street	35
	7th Street to south city limits	45
Silver Creek Drive	Entire Extent	35
St. Louis Avenue	Broadway to MacArthur Drive	35
Turk Street	Fourth Street to Range Line Road	35
Utica Street	St. Louis to Florida	25
Wall Avenue	Tenth Street to 32nd Street	35
Wisconsin Avenue	20th Street to 32nd Street	35
Zora Avenue	Main Street to Range Line Road	40
	From west right-of-way line of Goetz Boulevard to Duquesne Road	35
4th Street	Murphy Boulevard to Range Line Road	35
	Schifferdecker Avenue to Gray Avenue	35
7th Street	West city limits to 600 feet west of Schifferdecker Avenue	45
	600 feet west of Schifferdecker to Ozark Avenue	35
	Ozark Avenue to east city limits	45
13th Street/Junge Blvd	West city limits to Wall Avenue	35
15th Street	Main Street to Range Line	35
20th Street	West city limits to Davis Boulevard	35
23rd Street	Prigmore Avenue to Rob O'Brian Way	35
24th Street	Irwin Avenue to Parkmor Avenue	35
26th Street	West city limits to Pearl	35
	Irwin Avenue to Quail Avenue	35
32nd Street	East city limits Jaguar Road	55
	Jaguar Road to Duquesne Road	50
	Duquesne Road to Range Line Road	45
	Range Line Road to west city limits	40
44th Street	Range Line to Connecticut (portion in city limits)	40
State Route 171	From east city limits to west city limits	50

Section 2. This ordinance is an emergency within the meaning of Section 2.12 (1) in that said ordinance provides for immediate preservation of public safety and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

Council Bill 2024-143

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-144 – Approving an Ordinance to update the Code of Ordinances; Section 114-825 Parking Prohibited at All Times on Certain Streets.

MEETING DATE
October 7, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024 - 144 Ordinance

REVIEWED BY
Director of Public Works, Daniel Johnson; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves an Ordinance to update the Code of Ordinances; Section 114-825 Parking Prohibited at All Times on Certain Streets.

BACKGROUND
With the continuing development in the Wildwood Ranch area, traffic has increased on Wildwood Ranch Parkway. This road serves as one of the main ways into new residential development. Due to the increased traffic, it is no longer safe to allow parking on the street.

Additionally, residents of the College Skyline neighborhood have approached about the same issue on Goetz Blvd. There has been an increase in parking on Goetz Blvd which has led to unsafe conditions due to the narrowing of the driving lanes.

Both these locations were presented to the Joplin Traffic Commission on September 12, 2024, and the Commission voted in support of these changes. The vote was passed 4-0.

FUNDING SOURCE
This item is not applicable for Ordinance Amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis as this ordinance is an emergency within the meaning of Section 2.12 (1) in that said ordinance provides for immediate preservation of public safety and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

COUNCIL BILL NO. 2024-144 **ORDINANCE NO**

AN ORDINANCE providing that the Code of Ordinances of the City of Joplin, Missouri, be amended by revising Section 114-825, Parking Prohibited at All Times on Certain Streets, to include the establishment of two No Parking Zones and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That Section 114-825 of the Code of Ordinances of the City of Joplin, Missouri, be amended by the addition of the following:

STREET	EXTENT	SIDE
Wildwood Ranch Pkwy	Central City Road to West Limits	Both
Goetz Blvd	Newman Rd to Butterfield Ln	Both

Section 2. This ordinance is an emergency within the meaning of Section 2.12 (1) in that said ordinance provides for immediate preservation of public safety and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 374, Building Regulations

MEETING DATE
October 7, 2024

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 2808 E 7TH St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 10, 2023. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 6, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on September 20, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big Johns	$5,249.00
B&D Yardbuilders	$4,394.00
USA Demolition	$5,500.00
Freeman Landworx LLC	$5,495.00
Clay Cole Trucking	$6,500.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2023-24 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $4,394.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 374, Photograph of Property, Bid Tabulation

CLOSING DATE:	20 Seot 2024	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Hadley/Jo Anne Mergenthaler
Asbestos Removal of All Structures		LOCATION:	2808 E 7th St

COMPANY	BIDS
B & D Yardbuilders	$4,394.00
Clay Cole	$6,500.00
Freemans Landworx LLC	$5,495.00
USA Demolition	$5,500.00
Big John's Heavy Equipment	$5,249.00


COUNCIL BILL 2024-374
2808 E 7TH ST.
2024/08/08


2024/08/08


2024/08/08


2024/08/08

COUNCIL BILL NO. 2024-374 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 2808 E 7TH St. in the City of Joplin, Missouri, for Four Thousand Three Hundred Ninety-Four dollars ($4,394.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the contract with B&D Yardbuilders in the amount of Four Thousand Three Hundred Ninety-Four dollars ($4,394.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2808 E 7TH St.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2808 E 7TH St.

ALL OF LOTS NUMBERED TWO (2), THREE (3), & FOUR (4) IN UNITED ZINC COMPANY'S ADDITION TO THE CITY OF JOPLIN ACCORDING TO THE RECORDED PLAT THEROF. ALONG WITH A STRIP OF LAND ALONG THE NORTH SIDE OF LOTS.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024- 375, Building Regulations

MEETING DATE
October 7, 2024

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 1119 S Picher Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on July 1, 2024. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On September 6, 2024, an advertisement for bids was published in the Joplin Globe with bids being received on September 20, 2024, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big Johns	$4,749.00
B&D Yardbuilders	$2,683.00
USA Demolition	$3,495.00
Freeman Landworx LLC	$3,827.00
Clay Cole Trucking	$2,800.00

FUNDING SOURCE
This item is covered by the State/City ARPA grant.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $2,683.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate
preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2024- 375, Photograph of Property, Bid Tabulation

CLOSING DATE:	20-Sep-24	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Hadley/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	1119 S Picher Ave

COMPANY	BIDS
B & D Yardbuilders	$2,683.00
Clay Cole	$2,800.00
Freeman's Landworx, LLC	$3,827.00
USA Demolition	$3,495.00
Big John's Heavy Equipment	$4,749.00


COUNCIL BILL 2024-375
1119 S PICHER AVE.
07/01/2024


07/01/2024


07/01/2024



COUNCIL BILL NO. 2024-375 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 1119 S Picher Ave. in the City of Joplin, Missouri, for Two Thousand Six Hundred Eighty-Three dollars ($2,683.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, as follows:

Section 1. That the contract with B&D Yardbuilders in the amount of Two Thousand Six Hundred Eight Three dollars ($2,683.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1119 S Picher Ave.

This item is covered by the State/City ARPA grant.

ALL OF LOT NUMBERED OF LOTS NUMBERED TWO HUNDRED EIGHTY-NINE (289), TWO HUNDRED NINETY (290), AND TWO HUNDRED NINETY-ONE (291) LYING WEST OF THE RAIL ROAD RIGHT-OF-WAY IN CARTERS FIRST ADDITION TO THE CITY OF JOPLIN., JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2024-003 – authorizing & approving an Agreement between the COJ and the JIDA relating to the financing for acquisition of land for future development.

MEETING DATE
October 7, 2024

REVIEWED BY:
Peter Edwards, City Attorney; Troy Bolander, Director of Planning, Development & Neighborhood Services; Leslie Haase, Finance Director; Nicholas Edwards, City Manager.

SUMMARY:

This Council Bill approves the City of Joplin to enter into an Agreement with the Industrial Development Authority of the City of Joplin (JIDA), for the City to loan $1,150,000.00 to the JIDA for the purchase of approximately 330 acres of land.

BACKGROUND:
The JIDA has entered into a real estate contract with a third party to purchase a parcel of land for a future industrial park that will be annexed into the City of Joplin. This Agreement outlines the funding, purchase, and development of the approximately 330 acres of land (the "Land") to be utilized as an industrial development park. Under this Agreement, the City will provide to JIDA $1,150,000.00 in funds in the form of a loan, bearing no interest, from the City's Urban Development Action Grant ("UDAG") Fund for the purchase of the Land. The JIDA will also contribute funds towards purchase of the Land in the amount of $750,000.00 and apportioned closing costs as set forth in the Land Purchase Agreement between JIDA and the seller of the Land. The City and the JIDA will each be paid back their respective contributions/loans for the purchase of the Land from future land sales on a pro-rata basis.

This loan structure was used before with the JIDA to purchase and build out the infrastructure in the area industrial parks, most recently the Crossroads Industrial and Development Park. The City's loan was paid back in full from property sales. With the Crossroads Park nearing the point where it will be fully built out and developed, the City and JIDA recognize a need for additional industrial park land for future development.

RECOMMENDATION:
Staff recommends this council bill be placed on First Reading.

ATTACHMENTS:
Council Bill No. 2024-003; Agreement (Exhibit "A")

PCE:ab

AGREEMENT

This AGREEMENT (this "**Agreement**") is entered into this ____ day of _____, 2024 by and between the City of Joplin, Missouri, a municipal corporation (the "**City**") and The Industrial Development Authority of the City of Joplin, Missouri, a statutory corporation organized pursuant to the provisions of Chapter 349 RSMo., ("**JIDA**").

RECITALS

WHEREAS, the JIDA has entered into a real estate contract with a third party to purchase a parcel of land for a future industrial park that will be annexed into the City of Joplin and this Agreement outlines the funding, purchase, and development of the approximately 330 acres of land (the "**Land**") to be utilized as an industrial development park; and

WHEREAS, under this Agreement, the City will provide to JIDA $1,150,000.00 in funds in the form of a loan, bearing no interest, from the City's Urban Development Action Grant (**"UDAG"**) for the purchase of the Land; and

WHEREAS, the JIDA will also contribute funds towards purchase of the Land in the amount of $750,000.00 and apportioned closing costs as set forth in the Land Purchase Agreement between JIDA and the seller of the Land; and

WHEREAS, the City and the JIDA will each be paid back their respective contributions/loans for the purchase of the Land from future land sales on a pro-rate basis; and

WHEREAS, the City and JIDA desire to memorialize the terms of their agreement in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and JIDA hereby agree as follows:

1. The City will loan the JIDA the sum of One Million One Hundred Fifty Thousand Dollars ($1,150,000.00) for the purchase of approximately 330 acres of land adjacent to the City. Once the Closing on the Land occurs, the legal description will be incorporated into Exhibit A of this Agreement. The JIDA will contribute Seven Hundred Fifty Thousand Dollars ($750,000.00) towards the purchase of the Land. The Land will be used for an Industrial Park, with uses that are the same or similar to uses found in the Crossroads Business and Distribution Park.

2. The City and JIDA desire for the JIDA to develop, market, and sell parcels of the Land to industrial development prospects in accordance with the authority granted to JIDA under Chapter 349 RSMo.

3. JIDA shall use its best efforts to take actions necessary to provide for the sale or conveyance of the Land to an industry or industries, who shall endeavor to utilize said Land or portions thereof to create jobs, at least 51% of which shall be committed to or offered to low and moderate income persons as defined by the United States Department of Housing and Urban

Exhibit "A"

Development. JIDA shall make a good faith effort to document the type, the number and the average wages paid by the new jobs created in the industrial park.

4. JIDA shall be the owner of the land and shall be responsible for maintaining liability insurance covering the Land in an amount acceptable to the City and shall be responsible for payment of any real estate taxes or other assessments that are due on the Land.

5. The JIDA shall use its best judgment, based upon its market experience, to determine the size of the parcels in the Land, the resale price of those parcels, the uses of the parcels, and the types of industries to which such parcels shall be resold.

6. City and JIDA may contribute money to help build out the Industrial Park and to build infrastructure. It is the intent of the City and JIDA for each party to be repaid for their cash contributions related to infrastructure costs and reimbursement for those contributions shall be second in priority to the City and JIDA contribution/loan for the purchase of the Land.

7. So long as there remains any unpaid balance on UDAG funds provided by the City to JIDA and funds provided by the JIDA for the purchase of the Land, upon the sale of any portion of the Land, the net purchase price shall be apportioned between the City and the JIDA as provided herein. The net purchase price shall be the total price paid by the purchaser less any amounts for customary closing costs. Unless otherwise agreed to by the City and the JIDA, the net purchase price for the sale of any portion of the Land shall be apportioned with 60% paid to the City and 40% paid to JIDA. This procedure shall continue until the City and JIDA have been fully repaid their contributions to the purchase price of the Land. Once the City and JIDA are repaid in full for their purchase price contributions, the City and JIDA shall be reimbursed prorata for any infrastructure costs that are advanced/provided by each entity. The prorata amount shall be determined as those costs are incurred. Once those infrastructure costs are fully repaid, all sale proceeds from all remaining Land shall be retained solely by the JIDA.

8. The JIDA will complete a voluntary annexation of the Land into the City of Joplin once the Land is contiguous with the City of Joplin city limits.

9. A Notice of Due on Sale document will be recorded against the Land, to reflect the loan made by the City of Joplin and obligations that are due under this Agreement.

10. The parties agree to execute such other and further documents, including encumbrances or other notices to be placed of record upon the realty as may be required to effectuate the purposes and intents of this Agreement.

11. This Amendment shall be effective upon the approval of the City Council and the Board of Directors of JIDA. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the Board of Directors of JIDA.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Nick Edwards, City Manager

ATTEST:

By: _____
Holly Nagy, City Clerk

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF JOPLIN, MISSOURI

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

COUNCIL BILL NO. 2024-003 ORDINANCE NO. _____

AN ORDINANCE approving and authorizing the City of Joplin to enter into an Agreement with the Industrial Development Authority of the City of Joplin (JIDA), for the City to loan $1,150,000.00 to the JIDA for the purchase of approximately 330 acres of land adjacent to the City to be utilized as an industrial park; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI as follows:

Section 1. That the Agreement by and between the City of Joplin, Missouri, and the Industrial Development Authority of the City of Joplin (JIDA), for the City to loan $1,150,000.00 to the JIDA for the purchase of approximately 330 acres of land adjacent to the City to be utilized as an industrial park, and authorizing the City Manager to execute the same by and on behalf of the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be, and the same is, hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____ day of _____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2024-133 Consultant Agreement with Burns and McDonnell Engineering Company, Inc. for Professional Engineering Consulting Services for the REO Grant Project

MEETING DATE
October 7, 2024

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2024-133 Ordinance, Consultant Agreement

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill will approve a Consultant Agreement between the City of Joplin and Burns and McDonnell Engineering Company, Inc. to provide professional engineering consulting services in the not to exceed amount of Two Hundred and Fifty-Six Thousand and 00/100 DOLLARS ($256,000.00) for the REO Grant Project.

BACKGROUND
In 2023 city staff applied for the Recycling Education and Outreach (REO) grant. The city was awarded the grant with the first step being to select a consultant to work with community partners to generate awareness and develop a marketing and promotional plan with educational support materials to facilitate the project.

FUNDING SOURCE
This is included in the FY 2024 Budget in the Solid Waste Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of October, 2024, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "City," and Burns and McDonnell Engineering Company, Inc., hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional Consultant to provide services as described in City's Request for Proposal #2024-RFP-12, Joplin Regional Recycling Program, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Bid Proposal Summary, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City as described in the Formal Bid Tabulation Form; attached hereto and incorporated by reference as Exhibit C.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the scope of services, duties and responsibilities described in Exhibits A and B within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant Two Hundred and Fifty-Six Thousand Dollars ($256,000.00).

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of the City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by the City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made

from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri	Burns and McDonnell Engineering Company, Inc.
ATTN: LEGAL, Peter Edwards	ATTN: Julie Davis
602 S. Main St.	9450 Ward Parkway
Joplin, MO 64801	Kansas City, MO 64114

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

21. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification, or breach by the other party, whether new or continuing, of the same or any other covenant, condition, or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	Burns and McDonnell Engineering Company, Inc.
_____	_____
Nick Edwards, City Manager	By: John Hesemann, Director
ATTEST:	
_____	
Holly Nagy, City Clerk	

COUNCIL BILL NO. 2024-133 **ORDINANCE NO**

AN ORDINANCE approving a consultation agreement with Burns and McDonnell Engineering Company, Inc. in the not to exceed amount of Two Hundred and Fifty-Six Thousand and 00/100 DOLLARS ($256,000.00) for engineering services associated with the REO Grant Project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the said consultation agreement by and between the City of Joplin and Burns and McDonnell Engineering Company, Inc. in the not to exceed amount of Two Hundred and Fifty-Six Thousand and 00/100 DOLLARS ($256,000.00), for engineering services associated with the REO Grant Project on behalf of the City of Joplin; a true and accurate copy of said consultation agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said consultation agreement, or consultation agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached consultation agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, this is included in the FY 2024 Budget in the Solid Waste Fund.

Section 4. That this Council Bill shall have an effective date of October 22, 2024.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2024-133 **ORDINANCE NO**

I hereby certify that a sufficient amount is available in the FY 2024 Budget in the Solid Waste Fund to pay the amounts called for through this consultation agreement.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-140 - Construction Agreement between City of Joplin and Hartman & Company, Inc. for the Tin Cup Trail Project

MEETING DATE
October 7, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024 - 140 Ordinance; Bid Summary, Construction Agreement, Location Map

REVIEWED BY
Parks Director, Paul Bloomberg; Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Hartman & Company, Inc. in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50) for construction of the Tin Cup Trail Project.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2011. One of the items listed on the projects to be funded by the tax was the Tin Cup Trail. In 2021, the voters approved the next Parks and Stormwater Tax which included additional funding for Tin Cup Trail Phase 2. The Tin Cup Trail will provide over a mile of new trail along Tin Cup Creek, connecting the St. Johns Trail and the trails in McIndoe Park.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project, and bids were opened on August 1, 2024. Hartman & Company, Inc. was the low bidder on the trail (Phase 1 and 2). The bid was lower than the Engineer's Estimate. City staff will provide construction inspection services.

FUNDING SOURCE
This item is partially included in the FY 2024 Budget in the Parks and Stormwater Sales Tax Fund in the amount of $1,000,000.00 and the budget is being amended in the amount of $632,718.00 from Parks and Stormwater Use Tax for beautification purposes.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND HARTMAN & COMPANY, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Hartman & Company, Inc. Address:	
Attention: Dakota Rusk		Attention:	
Department: Engineering		Phone:	Fax:
Phone: 417-624-0820	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Tin Cup Trail

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising

out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid

Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety)

shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By:_____

Printed Name:_____

Title:_____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.

Public Works Director

Tin Cup Trail

N

Legend

Tin Cup Bridge

Tin Cup Trail

Phase

1

2

COUNCIL BILL NO. 2024-140 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Hartman & Company, Inc. in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1,632,717.50) for the construction of the Tin Cup Trail Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the City enter into an agreement with Hartman & Company, Inc. in the amount of One Million Six Hundred Thirty-Two Thousand Seven Hundred Seventeen and 50/100 Dollars ($1, 632,717.50) for the construction of the Tin Cup Trail Project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Hartman & Company, Inc.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Parks and Stormwater Sales Tax Fund.

Section 4. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Six Hundred Thirty-Two Thousand Seven Hundred Eighteen Dollars and No Cents ($632,718.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That this Council Bill shall have an effective date of October 22, 2024.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Sr. Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-141 - Construction Agreement between City of Joplin and Elements Construction Concepts for the Tin Cup Bridge Project

MEETING DATE
October 7, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024 - 141 Ordinance; Bid Tabulation, Construction Agreement, Location Map

REVIEWED BY
Parks Director, Paul Bloomberg; Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Elements Construction Concepts in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1,665,698.00) for construction of the Tin Cup Bridge Project.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2011. One of the items listed on the projects to be funded by the tax was the Tin Cup Trail. In 2021, the voters approved the next Parks and Stormwater Tax which included additional funding for Tin Cup Trail Phase 2. The Tin Cup Trail will provide over a mile of new trail along Tin Cup Creek, connecting the St. Johns Trail and the trails in McIndoe Park. At a later date, plans for a bridge were added which was designated as Phase 3. The bridge crosses Tin Cup Creek to allow better access to the trail from Freeman Hospital and the Joplin Family Y. This bridge is to be funded with ARPA Funds and Parks and Stormwater Sales Tax Funds.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project, and bids were opened on August 1, 2024. Elements Construction Concepts was the low bidder on the bridge (Phase 3). City staff will provide construction inspection services.

FUNDING SOURCE
This is partially included in the FY 2024 Budget in the Parks and Stormwater Sales Tax Fund and is being partially funded through ARPA in the amount of $750,000.00. The Parks and Stormwater budget is being amended in the amount of $915,698.00 from use tax proceeds for beautification purposes.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

BID SUMMARY

PROJECT: Tin Cup Trail

DATE OF BID OPENING: August 1, 2024

Contractor	Engineer's Estimate	Hartman & Company, Inc.	Elements Construction Concepts
Phase 1 Bid	$811,265.30	$576,264.00	$839,090.00
Phase 2 Bid	$1,335,706.81	$1,056,453.50	$1,646,999.00
Phase 3 Bid (Bridge)	$715,808.33	$3,223,472.50	$1,665,698.00
Trail Total (Phase 1+2)	$2,146,972.11	$1,632,717.50	$2,486,089.00
Total (Phase 1+2+3)	$2,862,780.44	$4,856,190.00	$4,151,787.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND ELEMENTS CONSTRUCTION CONCEPTS

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Elements Construction Concepts Address:	
Attention: Dakota Rusk		Attention:	
Department: Engineering		Phone:	Fax:
Phone: 417-624-0820	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Tin Cup Bridge

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising

out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1, 665,698.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury

under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains

uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1,665,698.00), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By:_____

Printed Name:_____

Title:_____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.

Public Works Director

Tin Cup Trail

N

Legend

Tin Cup Bridge

Tin Cup Trail

Phase

1

2

COUNCIL BILL NO. 2024-141 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into an agreement with Elements Construction Concepts in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1,665,698.00) for the construction of the Tin Cup Bridge Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023; and, setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the City enter into an agreement with Elements Construction Concepts in the amount of One Million Six Hundred Sixty-Five Thousand Six Hundred Ninety-Eight and 00/100 Dollars ($1, 665,698.00) for the construction of the Tin Cup Bridge Project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Elements Construction Concepts.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Parks and Stormwater Sales Tax Fund.

Section 4. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Nine Hundred Fifteen Thousand Six Hundred Ninety-Eight Dollars and No Cents ($915,698.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That this Council Bill shall have an effective date of October 22, 2024.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT made and entered into this ____day of _____, 2024, by and between **Schuber Mitchell Homes** (hereinafter referred to as "Grantor"), and the **City of Joplin**, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantee"). Grantee's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantor owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantee, said real estate being described as follows:

Commencing at the Southwest Corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 29, Township 27, Range 33, Newton County, Missouri, Thence North 00 Degrees, 00 Minutes, 00 Seconds, West 503.24 feet along the West line of said Quarter, Quarter, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 245.62 feet to the West Right-of-way of Crow Road, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 351.94 feet, Thence South 89 Degrees, 52 Minutes, West 140.00 feet, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 31.17 feet to the Point of Beginning, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 100.00 feet, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 150.41 feet to the West Right-of-way of Crow Road, Thence on Chord of South 20 Degrees, 52 Minutes, 46 Seconds West along a curve to the left having a Radius of 900.50 feet, on a Chord Distance of 103.11 feet, Thence South 89 Degrees, 52 Minutes, 52 Seconds West 140.57 feet to the Point of Beginning, EXCEPT All that part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 29, Township 27, Range 33, Newton County, Missouri, being more particularly described as follows: Commencing at the Southwest Corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section, Thence North 00 Degrees, 00 Minutes, 00 Seconds West 503.24 feet along the West line of said Quarter, Quarter, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 245,62 feet to the West Right-of-way of Crow Road, Thence North 15 Degrees, 36 Minutes, 16 Seconds Eo.st 351.94 feet, Thence South 89 Degrees, 52 Minutes, West 140.00 feet, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 121.82 feet to the Point of Beginning, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 9.35 feet, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 150.41 feet to the West Right-of-way of Crow Road, Thence Southwesterly along said Right-of-way on a Curve to the left having a Radius of 900.50, on a Arc Length of 9.85 feet, Thence South 89 Degrees, 52 Minutes, 52 Seconds West 149.10 feet to the Point of Beginning, Except on part to or deeded for Road Right-of-way and being subject to all other easements, right-of-ways, and reservations of record.

WHEREAS, Grantor desires that Grantee treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1. Connection to City of Joplin Public Sanitary Sewer System. Grantor shall, at its expense, cause its sewage collection system on and from the Property to be connected to the Joplin Public Sewer System at such place or places as required by Grantee. Grantor shall, at its expense, obtain any and all necessary easements for connection of its sewage collection system to the Joplin Public Sewer System.

2. Sewage Collection System. Grantor shall, at its expense, provide a sewage collection system on and from the Property, and any Joplin Public Sewer System extension required by Grantee, all of which are to be constructed by Grantor in accordance with the following requirements:

a. Grantor shall submit the plans and specifications for its sewage collection system for review by Grantee. Grantor shall not proceed unless Grantee has approved Grantor's plans and specifications.

b. Grantor shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1. Grantor shall provide Grantee with proof of said recording.

c. Prior to any construction, Grantor must obtain a building permit from Grantee.

d. During all construction, Grantor shall comply with all conditions of its building permit, including fees and inspections. As an alternative to Grantee inspections, Grantor may use an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantor with a copy thereof to be given to Grantee. Engineer's approval must certify that all conditions of Grantor's building permit have been satisfied, including fees and inspections. Grantor shall also provide Grantee with drawings of the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantee at that time.

e. Grantor shall obtain all permits and inspections, and pay all fees, required under the terms of this agreement prior to connecting its sewage collection system to the Joplin Public Sewer System.

f. Upon connection of Grantor's sewage collection system to the Joplin Public Sewer System, all right, title, and interest in any sewer main lines of Grantor's sewage collection system shall belong to City without compensation to Grantor. However, Grantor shall retain all right, title, and interest in any sewer lateral lines of Grantor's sewage collection system.

3. Maintenance and Repair of the Property's Sewage Collection System. Grantee shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Grantor shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral lines.

4. Discharge Requirements. Grantor must comply with the discharge requirements of the City of Joplin Code of Ordinances.

5. Rates for Service. Grantor shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances.

6. Payment Schedule. Grantor shall pay Grantee for any fees assessed pursuant to paragraph 5 herein within 30 days of invoice.

7. Development of the Property. Grantor agrees that the Property is governed by the City of Joplin Code of Ordinances, including but not limited to building, electric, mechanical, plumbing, and zoning requirements. Grantor agrees that any construction or development of the Property shall conform to all requirements of said City of Joplin Code of Ordinances. Grantor agrees that any construction or development of the Property shall conform with Grantee's Standard Specifications. Grantee's employees and agents shall have the same authority on the Property as if it were located inside the present corporate limits of Grantee. Any costs or fees associated with the City of Joplin Code of Ordinances shall be charged and paid as if the Property were located inside the present corporate limits of Grantee. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. To the extent allowed by law, Grantee may annex the Property into the City of Joplin without further action of Grantor, after the Property becomes contiguous to the corporate limits of the City in accordance with Section 71.012, RSMo.

b. Grantor irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Joplin. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Grantor shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Grantor to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Grantor agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

9. Amendments. The covenants and obligations herein contained are the full and complete terms of this agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this agreement.

10. Binding Effect. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

11. Compliance with Law. Grantor shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

12. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

13. Governing Law. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

14. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

15. Indemnification. Grantor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Grantee, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Grantee, its agents or employees, or Grantor, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this agreement.

16. Severability. The clauses of this agreement are independent and several and should any part or portion of this agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the agreement, and it shall remain in full force and effect.

17. Waiver. Grantee's rights under this agreement shall not be affected by its prior failure to require the performance by Grantor, nor shall the waiver by Grantee of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this agreement.

18. Termination. Grantee may terminate this agreement upon the failure of Grantor to comply with the terms of this agreement or any amendments thereto after sixty (60) days' notice by Grantee to Grantor.

19. Effective Date. This agreement shall be in full force and effect after passage of an appropriate ordinance by Grantee.

IN WITNESS THEREOF, this Agreement is executed this _____day of _____, 2024.

CITY OF JOPLIN

_____

BY: Nick Edwards
City Manager

ATTEST:

_____
Holly Nagy
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

Schuber Mitchell Homes

_____
By:
Its Authorized Signatory

STATE OF MISSOURI)
) SS.
COUNTY OF JASPER)

I, Nick Edwards, City Manager for the City of Joplin, Missouri, being of lawful age and duly sworn, hereby state and attest that I have read and understand the petition above and it is true and correct to the best of my knowledge and belief.

_____
Nick Edwards

Subscribed and sworn to before me this _____ day of _____, 2024.

_____
Notary Public

My Commission Expires:

COUNCIL BILL NO. 2024-146 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Schuber Mitchell to provide sanitary sewer to property located at 2206 Crow Rd., authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the said agreement by and between the City of Joplin and Schuber Mitchell to provide sanitary sewer to property located at 2206 Crow Rd, a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That this Council Bill shall have an effective date of 10-22-2024.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2023 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

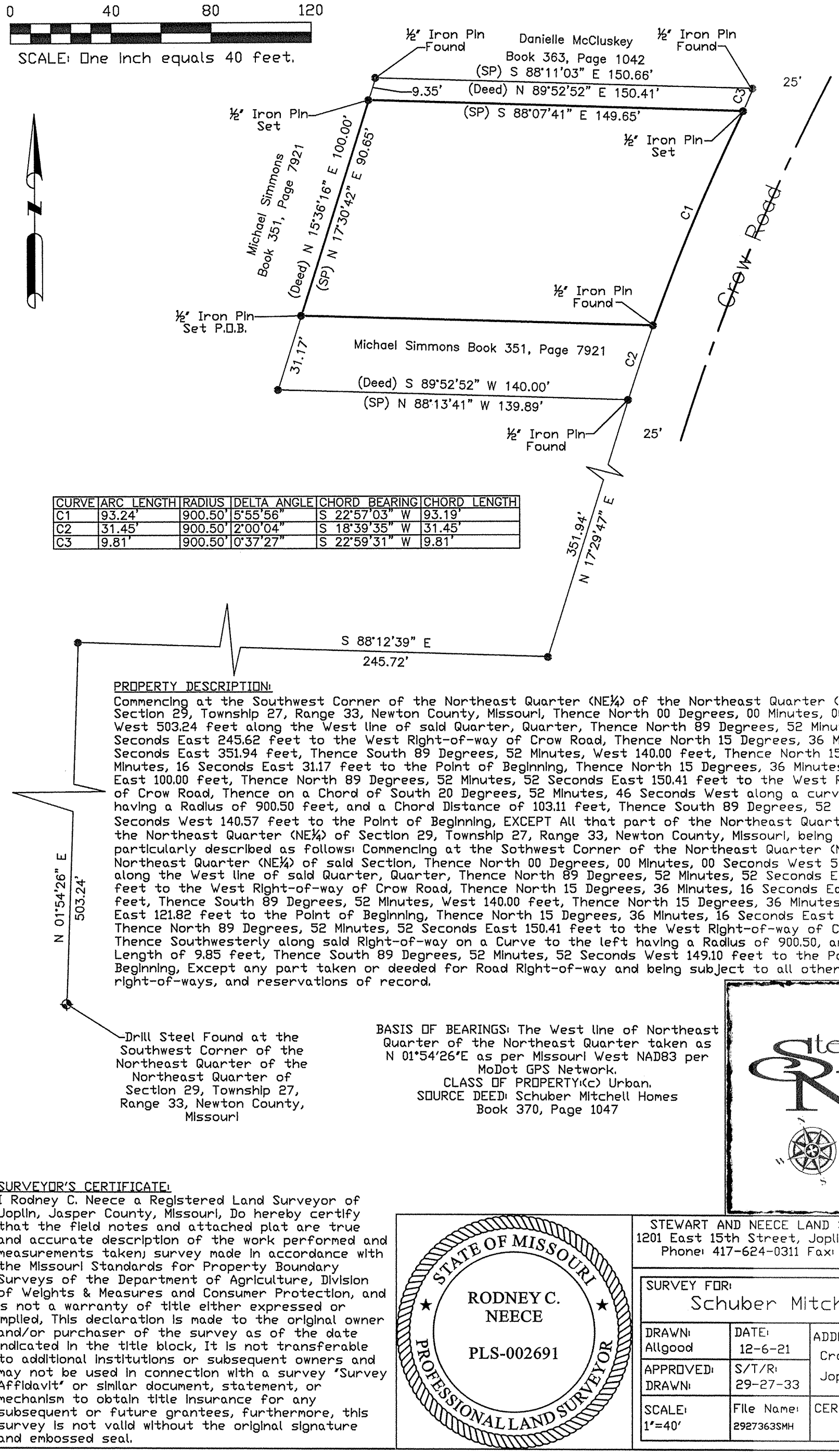
_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	93.24'	900.50'	5°55'56"	S 22°57'03" W	93.19'
C2	31.45'	900.50'	2°00'04"	S 18°39'35" W	31.45'
C3	9.81'	900.50'	0°37'27"	S 22°59'31" W	9.81'

PROPERTY DESCRIPTION:

Commencing at the Southwest Corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 29, Township 27, Range 33, Newton County, Missouri, Thence North 00 Degrees, 00 Minutes, 00 Seconds West 503.24 feet along the West line of said Quarter, Quarter, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 245.62 feet to the West Right-of-way of Crow Road, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 351.94 feet, Thence South 89 Degrees, 52 Minutes, West 140.00 feet, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 31.17 feet to the Point of Beginning, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 100.00 feet, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 150.41 feet to the West Right-of-way of Crow Road, Thence on a Chord of South 20 Degrees, 52 Minutes, 46 Seconds West along a curve to the left having a Radius of 900.50 feet, and a Chord Distance of 103.11 feet, Thence South 89 Degrees, 52 Minutes, 52 Seconds West 140.57 feet to the Point of Beginning, EXCEPT All that part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 29, Township 27, Range 33, Newton County, Missouri, being more particularly described as follows: Commencing at the Sothwest Corner of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of said Section, Thence North 00 Degrees, 00 Minutes, 00 Seconds West 503.24 feet along the West line of said Quarter, Quarter, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 245.62 feet to the West Right-of-way of Crow Road, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 351.94 feet, Thence South 89 Degrees, 52 Minutes, West 140.00 feet, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 121.82 feet to the Point of Beginning, Thence North 15 Degrees, 36 Minutes, 16 Seconds East 9.35 feet, Thence North 89 Degrees, 52 Minutes, 52 Seconds East 150.41 feet to the West Right-of-way of Crow Road, Thence Southwesterly along said Right-of-way on a Curve to the left having a Radius of 900.50, and Arc Length of 9.85 feet, Thence South 89 Degrees, 52 Minutes, 52 Seconds West 149.10 feet to the Point of Beginning, Except any part taken or deeded for Road Right-of-way and being subject to all other easements, right-of-ways, and reservations of record.

Drill Steel Found at the Southwest Corner of the Northeast Quarter of the Northeast Quarter of Section 29, Township 27, Range 33, Newton County, Missouri

BASIS OF BEARINGS: The West line of Northeast Quarter of the Northeast Quarter taken as N 01°54'26"E as per Missouri West NAD83 per MoDot GPS Network.
CLASS OF PROPERTY: (c) Urban.
SOURCE DEED: Schuber Mitchell Homes Book 370, Page 1047

Stewart & Neece Land Surveying Company
Since 1922 Joplin, Mo

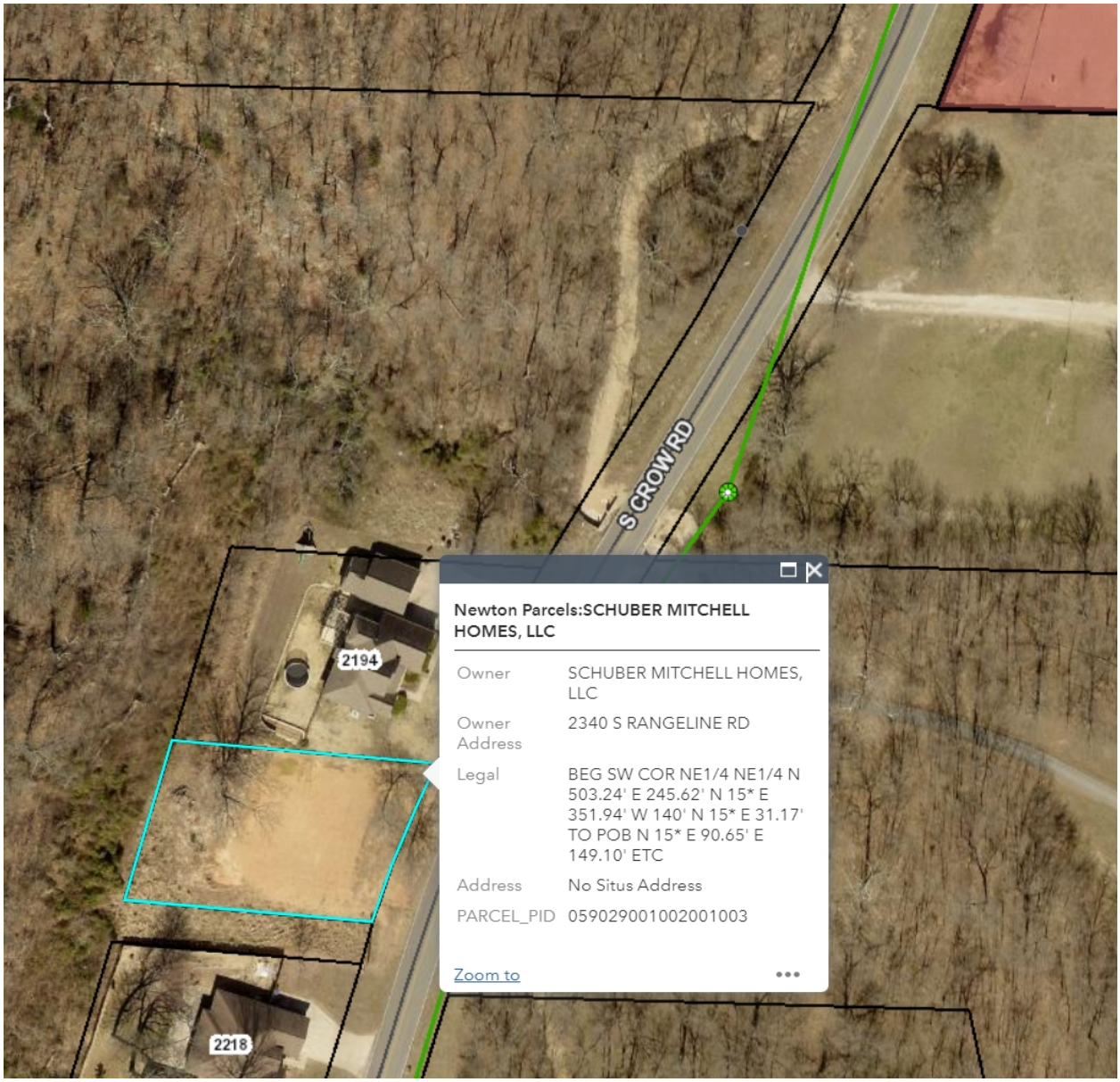
SURVEYOR'S CERTIFICATE:

I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

STATE OF MISSOURI
RODNEY C. NEECE
PLS-002691
PROFESSIONAL LAND SURVEYOR

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64804
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Schuber Mitchell Homes		
DRAWN: Allgood	DATE: 12-6-21	ADDRESS: Crow Road Joplin, Mo.
APPROVED: DRAWN:	S/T/R: 29-27-33	
SCALE: 1"=40'	File Name: 2927363SMH	CERT OF AUTHORITY: LSC-2019012803



CB 2024-146 EXHIBIT MAP

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-146 Agreement for Sewer Service

MEETING DATE
October 7, 2024

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2024-146 Ordinance; Agreement for Sewer Service; Exhibit Survey; Exhibit Map

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter C. Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves an Agreement with Schuber Mitchell for Sewer Service to property located at 2206 Crow Road

BACKGROUND
Schuber Mitchell Homes owns and is building a house at 2206 Crow Road, (see Exhibit map for reference). Schuber Mitchell Homes has contacted City staff about connecting this property to City sewer; the Owner still desires that the City of Joplin treat the sewage from this property. City staff support the idea, in exchange for payment of permit fees, and inspection of the new connection onto the City's sewer main located within Crow Rd. right-of-way, along with the homeowner's payment of regular sewer bills for the treatment and collection of the sewage. City staff have created an Agreement for Sewer Service which allows the Owner to connect to Joplin's sanitary sewer. The Agreement stipulates user rates, inspection fees, and that the Owner shall construct the on-site sewer system to City of Joplin standards. The Agreement also contains a clause concerning future annexation into the corporate limits of the City of Joplin. Approving this Agreement is consistent with Public Works' goal of providing the most reliable sewer service to the most possible users at the least possible cost.

FUNDING SOURCE
This item is not applicable for Out-of-Town Sewer Agreements.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-147 Agreement for Sewer Service

MEETING DATE
October 7, 2024

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2024-147 Ordinance; Agreement for Sewer Service; Exhibit Warranty Deed; Exhibit Map.

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter C. Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves an Agreement with Coretex Enterprises for Sewer Service to property located at 5130 Birdsong Rd.

BACKGROUND
Coretex Enterprises owns property located at 5130 W. Birdsong Road, (see Exhibit map for reference). Coretex Enterprises contacted City staff about connecting a business to City sewer; the Owner still desires that the City of Joplin treat the sewage from this property. City staff support the idea, in exchange for payment of permit fees, inspection of the new connection onto the City's sewer main located on Birdsong Road, along with owner's payment of regular sewer bills for the treatment and collection of the sewage. City staff have created an Agreement for Sewer Service which allows the Owner to connect to Joplin's sanitary sewer. The Agreement stipulates user rates, inspection fees, and that the Owner shall construct the on-site sewer system to City of Joplin standards. The Agreement also contains a clause concerning future annexation into the corporate limits of the City of Joplin. Approving this Agreement is consistent with Public Works' goal of providing the most reliable sewer service to the most possible users at the least possible cost. –

FUNDING SOURCE
This item is not applicable for Out of Town Sewer Service Agreement.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

COUNCIL BILL NO. 2024-147 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Coretex Enterprises to provide sanitary sewer to property located at 5130 Birdsong Rd, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, as follows:

Section 1. That the said agreement by and between the City of Joplin and Schuber Mitchell to provide sanitary sewer to property located at 5130 Birdsong Rd, a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That this Council Bill shall have an effective date of 10-22-2024.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT FOR SEWER SERVICE

THIS AGREEMENT made and entered into this ____day of _____, 2024, by and between **Cortex Enterprises** (hereinafter referred to as "Grantor"), and the **City of Joplin**, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantee"). Grantee's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantor owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantee, said real estate being described as follows:

TRACT 1: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN AT THE WEST QUARTER CORNER OF SAID SECTION 8;
THENCE N01•S3'17"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1590.10 FEET; THENCE S88"10'51"E, 902.97 FEET TO A SET IRON PIN; THENCE so1•s2'13"W, 1595.80 FEET TO A SET IRON PIN ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N87°49'10'W ALONG SAID SOUTH LINE, 903.48 FEET TO THE POINT OF BEGINNING. EXCEPT ROAD RIGHT- OF-WAY ALONG THE SOUTH SIDE ANO WEST SIDE. CONTAINING 33.0 ACRES MORE OR LESS.

TRACT 2: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 81 TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON PIN AT THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE S87°49'10"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 903.48 FEET TO A SET IRON PIN AT THE POINT OF BEGINNING; THENCE N01°52'13"E, 1595.80 FEET TO A SET IRON PIN; THENCE S88°10'51"E, 169.65 FEET TO A SET IRON PIN; THENCE N02"05'38"E,
372.72 FEET TO A FOUND 1/2" IRON PIN; THENCE S88°09'17"E, 352.57 FEET TO A FOUND IRON PIN WITH RLS CAP #405; THENCE S01°54'26"W, 352.49 FEET TO A FOUND 1/2" IRON PIN;
THENCE S88"05'17"E, 320.08 FEET TO A SET IRON PIN; THENCE so1•44•4o"W, 1620.69 FEET TO A SET IRON PIN BEING **A** POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N87°49'10"W ALONG SAID SOUTH LINE; 847.09 FEET TO THE POINT OF BEGINNING.

EXCEPT ROAD RIGHT-OF-WAY ALONG THE SOUTH SIDE. CONTAINING 34.2 ACRES MORE OR LESS.

WHEREAS, Grantor desires that Grantee treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

NOW THEREFORE, the parties do hereby agree as follows:

1. Connection to City of Joplin Public Sanitary Sewer System. Grantor shall, at its expense, cause its sewage collection system on and from the Property to be connected to the Joplin Public Sewer System at such place or places as required by Grantee. Grantor shall, at its expense, obtain any and all necessary easements for connection of its sewage collection system to the Joplin Public Sewer System.

2. Sewage Collection System. Grantor shall, at its expense, provide a sewage collection system on and from the Property, and any Joplin Public Sewer System extension required by Grantee, all of which are to be constructed by Grantor in accordance with the following requirements:

a. Grantor shall submit the plans and specifications for its sewage collection system for review by Grantee. Grantor shall not proceed unless Grantee has approved Grantor's plans and specifications.

b. Grantor shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1. Grantor shall provide Grantee with proof of said recording.

c. Prior to any construction, Grantor must obtain a building permit from Grantee.

d. During all construction, Grantor shall comply with all conditions of its building permit, including fees and inspections. As an alternative to Grantee inspections, Grantor may use an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantor with a copy thereof to be given to Grantee. Engineer's approval must certify that all conditions of Grantor's building permit have been satisfied, including fees and inspections. Grantor shall also provide Grantee with drawings of the sewage

collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantee at that time.

e. Grantor shall obtain all permits and inspections, and pay all fees, required under the terms of this agreement prior to connecting its sewage collection system to the Joplin Public Sewer System.

f. Upon connection of Grantor's sewage collection system to the Joplin Public Sewer System, all right, title, and interest in any sewer main lines of Grantor's sewage collection system shall belong to City without compensation to Grantor. However, Grantor shall retain all right, title, and interest in any sewer lateral lines of Grantor's sewage collection system.

3. Maintenance and Repair of the Property's Sewage Collection System. Grantee shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Grantor shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral lines.

4. Discharge Requirements. Grantor must comply with the discharge requirements of the City of Joplin Code of Ordinances.

5. Rates for Service. Grantor shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances.

6. Payment Schedule. Grantor shall pay Grantee for any fees assessed pursuant to paragraph 5 herein within 30 days of invoice.

7. Development of the Property. Grantor agrees that the Property is governed by the City of Joplin Code of Ordinances, including but not limited to building, electric, mechanical, plumbing, and zoning requirements. Grantor agrees that any construction or development of the Property shall conform to all requirements of said City of Joplin Code of Ordinances. Grantor agrees that any construction or development of the Property shall conform with Grantee's Standard Specifications. Grantee's employees and agents shall have the same authority on the Property as if it were located inside the present corporate limits of Grantee. Any costs or fees associated with the City of Joplin Code of Ordinances shall be charged and paid as if the Property were located inside the present corporate limits of Grantee. Any addresses at the Property shall conform to the City's standard numbering

system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. To the extent allowed by law, Grantee may annex the Property into the City of Joplin without further action of Grantor, after the Property becomes contiguous to the corporate limits of the City in accordance with Section 71.012, RSMo.

b. Grantor irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the City Council of Joplin. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Grantor shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Grantor to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Grantor agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

9. Amendments. The covenants and obligations herein contained are the full and complete terms of this agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this agreement.

10. Binding Effect. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

11. Compliance with Law. Grantor shall comply with all laws at all times, including the Missouri Revised Statutes and the City of Joplin Code of Ordinances.

12. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

13. Governing Law. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

14. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

15. Indemnification. Grantor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Grantee, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Grantee, its agents or employees, or Grantor, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this agreement.

16. Severability. The clauses of this agreement are independent and several and should any part or portion of this agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the agreement, and it shall remain in full force and effect.

17. Waiver. Grantee's rights under this agreement shall not be affected by its prior failure to require the performance by Grantor, nor shall the waiver by Grantee of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this agreement.

18. Termination. Grantee may terminate this agreement upon the failure of Grantor to comply with the terms of this agreement or any amendments thereto after sixty (60) days' notice by Grantee to Grantor.

19. Effective Date. This agreement shall be in full force and effect after passage of an appropriate ordinance by Grantee.

IN WITNESS THEREOF, this Agreement is executed this _____day of _____, 2024.

CITY OF JOPLIN

_____

BY: Nick Edwards
City Manager

ATTEST:

_____
Holly Nagy
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

Cortex Enterprises

_____
By:
Its Authorized Signatory

STATE OF MISSOURI)
) SS.
COUNTY OF JASPER)

I, Nick Edwards, City Manager for the City of Joplin, Missouri, being of lawful age and duly sworn, hereby state and attest that I have read and understand the petition above and it is true and correct to the best of my knowledge and belief.

_____
Nick Edwards

Subscribed and sworn to before me this _____ day of _____, 2024.

_____

Notary Public

My Commission Expires:

Recorded in Jasper County, Missouri
Recording Date/Time: **12/16/2022** at **11:18:10 AM**
Book: **2667** Page: **81**

Instr #: 2022021003
Type: WD
Pages: 3
Fee: $30.00 S

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Warranty Deed by LLC

KNOW ALL MEN BY THESE PRESENTS:

This the 16th day of December 2022, That **HACC Investments, LLC**, as **Grantor**, in consideration of TEN & 00/100 DOLLARS, to it paid by **Coretex Enterprises, LLC,** as **Grantee**(s),

Mailing address of said first named Grantee is:
2302 Callaway Ridge, Joplin MO 64804

the receipt whereof is hereby acknowledged, and by virtue and pursuance of a resolution of the members of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee their heirs and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Jasper and State of Missouri to wit:

See Attached Legal Description – Exhibit "A".

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said Grantee(s), and unto their heirs and assigns forever. The said Grantor hereby covenanting that it has authority to sign this Deed on behalf of the LLC and therefore bind the Company under Article 9 of the Operating Agreement, that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of encumbrance done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto the said Grantee(s) and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, HACC Investments, LLC, the said party of the first part, has caused these presents to be signed by the Members, this the 16th day of December 2022.

Heather K. Colson, Member,
HACC Investments, LLC

Aaron L. Colson, Member,
HACC Investments, LLC

STATE OF MISSOURI }
} ss.
COUNTY OF Jasper }

On this 16th day of December 2022

Before me appeared Heather K. Colson and Aaron L. Colson, to me known to be the person or persons described in and who executed the foregoing instrument in their capacity as Members of HACC Investments, LLC and acknowledged that they executed the same as their free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

TAMMY RUNYON
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Jan. 12, 2025
Commission #13393751

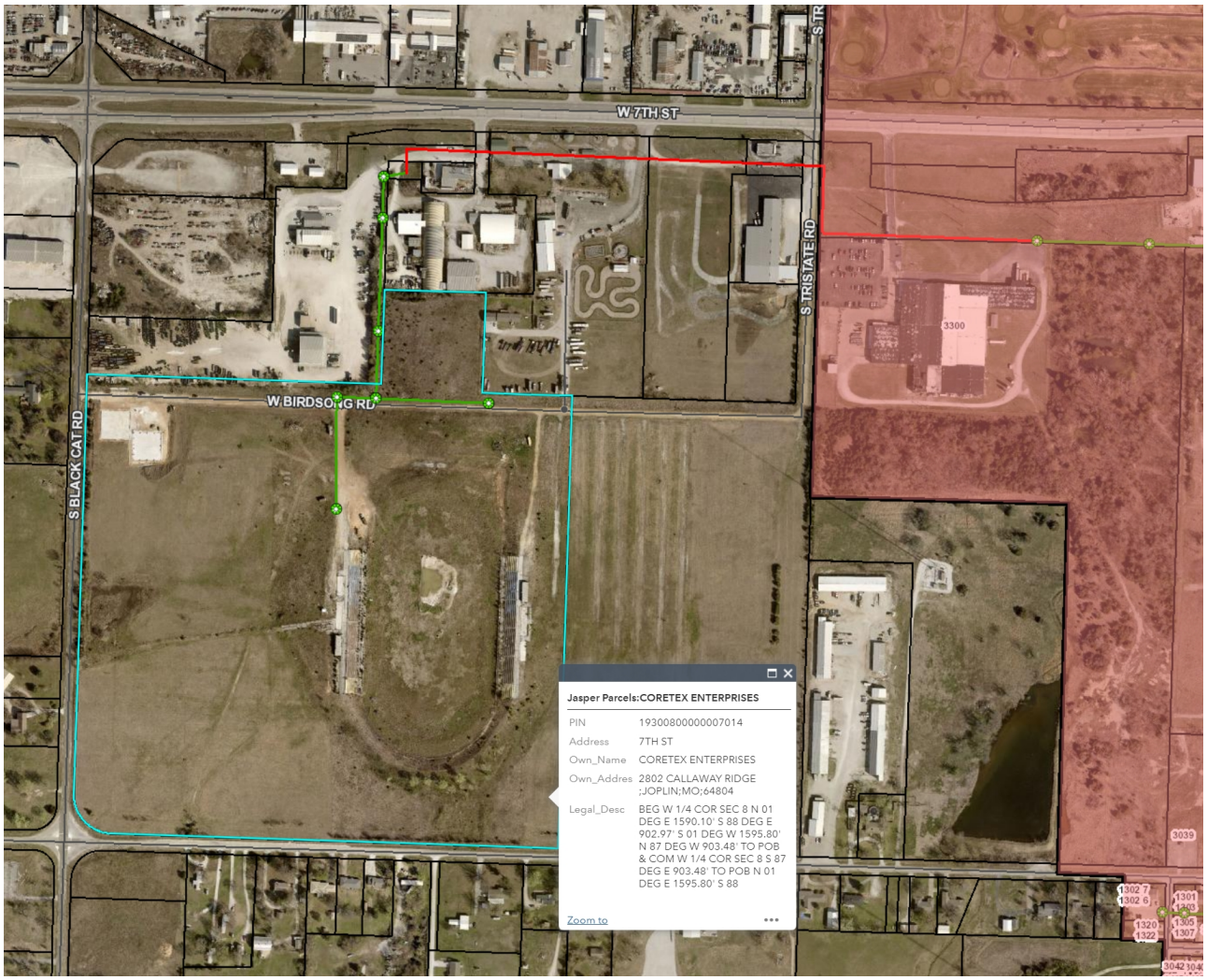
Notary Public: Tammy Runyon
Commission Expires: 1/12/2025

Exhibit "A"

TRACT 1: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN AT THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE N01°53'17"E ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 1590.10 FEET; THENCE S88°10'51"E, 902.97 FEET TO A SET IRON PIN; THENCE S01°52'13"W, 1595.80 FEET TO A SET IRON PIN ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N87°49'10"W ALONG SAID SOUTH LINE, 903.48 FEET TO THE POINT OF BEGINNING. EXCEPT ROAD RIGHT-OF-WAY ALONG THE SOUTH SIDE AND WEST SIDE. CONTAINING 33.0 ACRES MORE OR LESS.

TRACT 2: A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND IRON PIN AT THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE S87°49'10"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 903.48 FEET TO A SET IRON PIN AT THE POINT OF BEGINNING; THENCE N01°52'13"E, 1595.80 FEET TO A SET IRON PIN; THENCE S88°10'51"E, 169.65 FEET TO A SET IRON PIN; THENCE N02°05'38"E, 372.72 FEET TO A FOUND 1/2" IRON PIN; THENCE S88°09'17"E, 352.57 FEET TO A FOUND IRON PIN WITH RLS CAP #405; THENCE S01°54'26"W, 352.49 FEET TO A FOUND 1/2" IRON PIN; THENCE S88°05'17"E, 320.08 FEET TO A SET IRON PIN; THENCE S01°44'40"W, 1620.69 FEET TO A SET IRON PIN BEING A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE N87°49'10"W ALONG SAID SOUTH LINE; 847.09 FEET TO THE POINT OF BEGINNING.

EXCEPT ROAD RIGHT-OF-WAY ALONG THE SOUTH SIDE. CONTAINING 34.2 ACRES MORE OR LESS.



CB 2024-147 EXHIBIT MAP

COUNCIL BILL NO. 2024-289 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2024, through October 31, 2025, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City; and setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of six hundred seventy-one thousand, sixty-three dollars and 00/100 dollars ($671,063.00) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section
5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That this Council Bill shall have an effective date of October 22, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2024, by a vote of_____.

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2025 Unified Planning Work Program

Approved by the JATSO Policy Board on September 26, 2024

Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP). The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements are mandated by the Bipartisan Infrastructure Law (BIL).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code. The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin, and one member from each of the following organizations: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council is the local regional planning commission and represents smaller villages and unincorporated areas on the JATSO Policy Board. The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from these sources: FHWA, FTA, the City of Joplin, and local jurisdictions, as applicable. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects.

Planning Factors

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies, and services that will address the following ten factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;

2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism.

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. BIL was signed into law in 2021 which provided for continuation of these requirements. More guidance is expected to come out under BIL. In implementing MAP-21 and the FAST Act, State Departments of Transportation (DOTs), MPOs, and providers of public transportation must

- establish performance targets that reflect the measures;
- report on progress towards achieving those targets; and
- develop performance-based plans that implement a performance-based approach to planning and programming.

On December 30, 2021, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) offices of Planning jointly issued updated Planning Emphasis Areas (PEAs). JATSO considers these PEAs during the task development process of the Unified Planning Work Program (UPWP).

Eligible Work Activities

There are multiple work activities that are considered eligible for federal transportation planning funds. Eligible work activities must support the JATSO regional transportation planning process.

Public Participation Plan

The purpose for the Public Participation Plan (PPP) adopted in 2016 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs. The PPP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. See Table 1 for the comment periods required for various MPO work products. A paper copy of the PPP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. Electronic copies of the PPP, Title VI Plan,

and Limited English Proficiency Plan can be found on the City of Joplin website at this link: Public-Participation-Plan (joplinmo.org).

FY 2025 Program Goals

The annual transportation planning program begins on November 1, 2024, and continues through October 31, 2025. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2025, JATSO's goals are:

1. Increase community engagement by using the JATSO website, social media, and other online tools to reach as many residents of the JATSO planning area as possible.
2. Maintain and amend the 2022-2025 JATSO TIP in accordance with state and federal standards as necessary.
3. Produce the 2026-2029 JATSO TIP in accordance with state and federal standards.
4. Assess the active transportation network in the JATSO metropolitan planning area (MPA) to find creative opportunities to increase network connectivity and ease of use.
5. Continue to improve the operational and technical capacity of the JATSO metropolitan transportation planning process.
6. Update JATSO's Public Participation Plan (PPP).
7. Update JATSO's Metropolitan Transportation Plan (MTP) due February 2026.

Task 1 – Program Support and Administration

Objective

JATSO staff will manage the transportation planning program for the metropolitan planning area, conduct public meetings, develop, and administer the UPWP, and attend professional development and training events.

Status

This task is on-going with activities occurring on a day-to-day or on-demand basis.

FY 2024 Work Items Completed

- Amend FY 2024 UPWP as needed
- Submitted UPWP quarterly progress reports and invoices to MoDOT
- Developed the FY 2025 UPWP
- Conducted public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Participated in several webinars and Zoom meeting with FHWA and MoDOT

FY 2025 Work Items

- Develop the FY 2026 UPWP
- Make any necessary amendments to the FY 2025 UPWP
- Update the Public Participation Plan (PPP)
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports and invoices to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Participate in trainings, webinars, and conferences related to transportation planning as they become available
- Improve office equipment, computer systems, and software as needed.

Public Participation

Any adoption of a UPWP or UPWP amendment will comply with JATSO's Public Participation Plan. This requires a seven (7) day public comment period prior to JATSO meetings and any updates to the UPWP. A news release will be issued and posted to the JATSO webpage in advance of the public meeting.

FY 2025 End Products

- FY 2026 UPWP
- Updated PPP
- Any necessary amendments to the FY 2025 UPWP
- Four (4) quarterly progress reports and invoices submitted to MoDOT
- Meeting attendance and coordination with MoDOT

Schedule for Completion

This work is ongoing throughout the fiscal year.

Task 1 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$123,380	$98,704	$24,676
Travel Expenses	$2,000	$1,600	$400
Conferences and Seminars	$1,000	$800	$200
Dues and Memberships	$1,100	$880	$220
Office Equipment & Supplies	$500	$400	$100
Total	$127,980	$102,384	$25,596

Task 2 – Short Range Transportation Planning

Objective

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan. JATSO updates its TIP every other year.

Status

Staff developed the FY 2022-2025 TIP during FY 2021 for approval by the JATSO Policy Board. FY 2024 work on the TIP included updates and amendments. FY2025 will see the development of the FY2026-2029 TIP.

FY 2024 Work Items Completed

- Maintained and monitored the projects in the JATSO FY 2022-2025 TIP
- Updated the 2022-2025 TIP as needed
- Prepared the FY 2023 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Voted to support MoDOT performance targets
- Incorporated target measures into the TIP and MTP

FY 2025 Work Items

- Prepare and adopt the FY 2026-2029 TIP
- Amend the FY 2022-2025 TIP as needed
- Prepare the FY 2024 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Incorporate performance measures and targets into the TIP and MTP as needed
- Plan and coordinate projects that support JATSO transportation infrastructure
- Conduct Public Meetings for TIP adoption and amendments in accordance with the Public Participation Plan

Public Participation

Prior to adopting a TIP, a public meeting will be held by the Policy Board. A news release will be issued and posted to the JATSO webpage fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

FY 2025 End Products

- Board approved FY 2026-2029 TIP
- FY 2024 Annual Listing of Obligated Projects

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026

Task 2 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$42,913	$34,330	$8,583
Total	$42,913	$34,330	$8,583

Task 3 – Long Range Transportation Planning

Long range transportation planning's purpose is to prepare for the long-term health and growth of the regional transportation system, both motorized and non-motorized. This includes JATSO's Metropolitan Transportation Plan (MTP) and Bicycle and Pedestrian Plan (BPP). Additional tools, studies, and plans that pertain to long-range transportation planning are found in Task 3.

Status

Transportation needs in the JATSO planning area continue to evolve and require more data and tools to provide for transportation planning needs. Two additional studies or assessments are planned for FY 2025.

FY 2024 Work Items Completed

- Completed Active Transportation Assessment.
- Webb City maintenance assessment completed using other funding sources.
- Paid Aerial photography agreement invoices paid.
- Executed Origin and Destination Study agreement.

FY 2025 Work Items

- Complete Origin and Destination study.
- Update the Metropolitan Transportation Plan (MTP)

Public Participation

JATSO will work with the consultants on all projects to create robust public engagement plans that comply with the PPP.

FY 2025 End Products

- Completed Origin and Destination Study
- Updated Metropolitan Transportation Plan (MTP)

Schedule for Completion

The Origin and Destination Study and Metropolitan Transportation Plan (MTP) are expected to be completed by the end of FY 2025.

Task 3 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$42,913	$34,330	$8,583
Metropolitan Transportation Plan update	$200,000	$160,000	$40,000
Origin and Destination Study	$136,000	$108,800	$27,200
Total	$378,913	$303,130	$75,783

Task 4 – Transit Planning

Objective

The JATSO staff will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. JATSO staff will conduct long and short-range transit planning responsibilities.

Status

JATSO staff continues with program support and administration.

FY 2024 Work Items Completed

- JATSO staff monitored the MAPS and collected data and information.
- JATSO staff monitored the Sunshine Lamp Trolley system.
- JATSO staff planned for the development of a transfer station and updated trolley routes.

FY 2025 Work Items

- The JATSO staff collects and records transit data and information and reports the data findings to local, state and federal government agencies.
- The JATSO staff use data and information to complete short and long-range planning responsibilities.
- The JATSO staff monitors and analyzes Sunshine Lamp Trolley system.
- Review transit targets and update Transit Asset Management (TAM) Plan if necessary.
- Review Public Transit Agency Safety Plan (PTASP) and update Safety Goals if necessary.

Public Participation

The JATSO staff will hold public meetings and gather input in accordance with the Public Participation Plan.

FY 2025 End Products

- The JATSO staff assist develop planning activities for daily operations of MAPS.
- The JATSO staff provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2024, through October 31, 2025.

Task 4 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$92,700	$74,160	$18,540
Total	$92,700	$74,160	$18,540

Task 5 – Geographic Information Systems

Objective

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local agencies to update and create databases and collect and input data into the JATSO's GIS.

Status

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into JATSO's GIS databases as it becomes available.

FY 2024 Work Items Completed

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.
- ArcMap software license was renewed through ESRI
- Maintained and updated GIS layers used by JATSO, MAPS, the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee
- Maintained the GIS website

FY 2025 Work Items

- Maintain and update GIS layers used by JATSO, MAPS, HSTCC, and member local governments and agencies
- Renew annual ESRI ArcMap license
- Maintain the GIS website

FY 2025 End Products

- Updated and maintained GIS layers
- Updated ArcMap software license

Schedule for Completion

Activities will be on-going from November 1, 2024, through October 31, 2025.

Task 5 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$76,231	$60,985	$15,246
ESRI License Update	$16,000	$12,800	$3,200
Total	$92,231	$73,785	$18,446

Task 6 – Safety Planning

Objective

JATSO staff will work on projects, plans, and other priorities specifically to address safety issues in our planning area. This task is utilizing the 2.5% set aside of Safe and Accessible Transportation Options Planning funds for JATSO. The amount of the 2.5% set aside will be $5,177 for FY 2025. The work items listed in Task 6 meet the eligibility requirements of Safe and Accessible Transportation Options Planning and will be 100% funded with set aside and CPG funds. No local match is required.

Status

JATSO is currently planning on additional planning activities that address safety throughout the planning area.

FY 2024 Work Items Completed

- Complete Streets Committee
- Complete Streets Training for elected officials and for the Complete Streets Committee
- Active Transportation Plan approved by Council
- First part of the safety study for the JATSO area is complete.

FY 2025 Work Items

- Include and meet with Complete Streets Committee on projects as needed
- Conduct 2nd part of safety study of JATSO area, meeting Action Plan requirements under the Safe Streets and Roads for All (SS4A) grant.

FY 2025 End Products

- Complete Streets Committee being involved with transportation projects as appropriate and as needed.
- Development of Comprehensive Safety Action Plan complete for JATSO area, meeting Action Plan requirements of SS4A grant.

Schedule for Completion

Activities will be on-going from November 1, 2024, through October 31, 2025.

Task 6 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$32,433	$32,433	$0
Complete Streets Training	$5,000	$5,000	$0
Safety Plan	$120,000	$120,000	$0
Total	$157,433	$157,433	$0

Financial Summary Tables

Task Funding Breakdown

Task	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds	Total
Program Support and Administration	$102,384		$25,596	$127,980
Short Range Transportation Planning	$34,330		$8,583	$42,913
Long Range Transportation Planning	$303,130		$75,783	$378,913
Geographic Information Systems	$73,785		$18,446	$92,231
Safety Planning	$152,256	$5,177	$0	$157,433
Total	$665,885	$5,177	$128,407	$799,470

Task	5307 Funds	Local Funds	Total
Transit Planning	$74,160	$18,540	$92,700

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds 80%	$513,630
Consolidated Planning Grant Funds 100%	$157,433
5307 Funds	$74,160
Local Match	$146,948
Total Funds Allocated	$892,171

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 7/10/24	$553,379
Estimated FY 2025 allocation	$268,908
Remaining FY 2023 CPG Funds to be expended	$(125,000)
CPG Funds Programmed for FY 2025	$(671,062)
Remaining Unprogrammed Balance	$26,225

JATSO Information

Organizational Chart

- Robert Lolley, Transportation Planner (1.0 FTE)
- Gina Thompson, Transit Director (1.0 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- Johan Bullington, Planning and Development Assistant Director (0.25 FTE)
- Mallory Wicklund, Finance Budgeting (0.25 FTE)
- Vacant, Administrative Assistant (0.25 FTE)
- Dakota Rusk, Traffic Engineer (0.25 FTE)
- Dan Johnson, Public Works Director, JATSO Board Chairman (0.1 FTE)
- Jeremy Hagerman, Public Works Assistant Director (0.1 FTE)
- Chad Weller, Public Works Director of Operations (0.1 FTE)
- Rob Beachner, Engineering Project Manager (0.1 FTE)

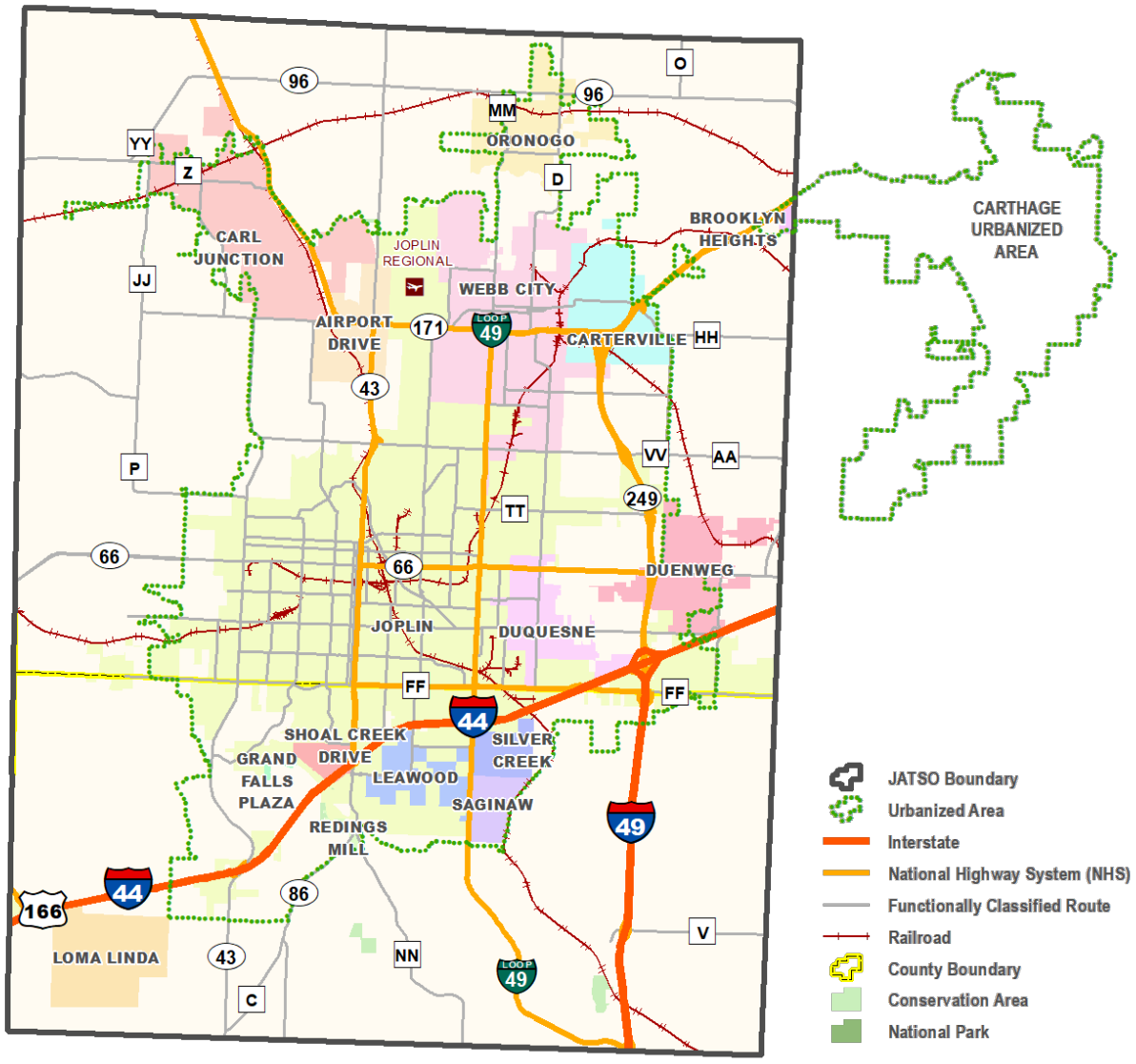
Employee	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
Robert Lolley	X	X	X			X
Gina Thompson				X		
John Gilligan					X	
Troy Bolander	X	X	X		X	X
Johan Bullington	X	X	X			X
Mallory Wicklund	X					
Vacant, Admin. Asst.	X					
Dakota Rusk	X	X	X			X
Dan Johnson	X	X	X			X
Asst. P.W. Dir, Jeremy Hagerman	X	X	X			X
Chad Weller	X	X	X			X
Rob Beachner	X	X	X			X

Members

Name	Agency	Title
Dan Johnson*	City of Joplin	Director of Public Works; Chair
Troy Bolander*	City of Joplin	Director of Planning; Vice Chair
Chad Weller	City of Joplin	Assistant Director of Public Works – Operations
Jermey Hagerman*	City of Joplin	Assistant Director of Public Works – Engineering
Bart Starkey*	City of Joplin	Airport Manager
Gina Thompson*	City of Joplin	Transportation Coordinator
Carl Francis*	City of Webb City	City Administrator
Steve Lawver*	City of Carl Junction	City Administrator
Carrie Campbell*	Harry S. Truman Coordinating Council	Executive Director
Marvin Morris*	Missouri Department of Transportation	Area Engineer
Darieus Adams*	Jasper County	Commissioner
Daniel Swem*	Newton County	Commissioner
Frank Miller	Missouri Department of Transportation	Southwest District Planning Manager; Alternate
Will Cline	Harry S. Truman Coordinating Council	Transportation Planner; Alternate
Dakota Rusk*	City of Joplin	Traffic Engineer; Alternate

Voting Members *

JATSO Boundary Map



CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 08/24 (RSV)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above-named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area and to receive and expend the above-named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above-named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (hereinafter, "USDOT"), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section

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5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

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(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION: The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2024 and extend to October 31, 2025. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $ 671,063 defined as consolidated planning funds.

1. The Commission will pay for eighty percent (80%) of the total project cost, up to a maximum amount of $513,630 for planning activities performed under 23 U.S.C. Sections 104(d) and 134 and 49 U.S.C. Section 5303. For the consolidated planning funds, the local matching share may be either cash or direct cost

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match or a combination of both.

2. The Commission will pay for one hundred percent (100%) of the total project cost, up to a maximum amount of $157,433 for eligible activities under the set-aside for planning activities to increase safe and accessible transportation options under 23 U.S.C. Sections 104(f) and 134.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

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5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long-distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was overcompensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made. The parties, acting through their authorized representatives, may also arrange for the electronic transfer of funds instead of a physical check.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives $1,000,000 or more per year total of all Federal assistance from all sources including Federal funds

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under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than $1,000,000, the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) TERMINATION OF AGREEMENT:

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(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission’s chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

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(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes,

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executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in

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the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq*.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FHWA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA and FTA under 23 U.S.C. Sections 104(f) and 134 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FHWA. It is

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further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than $5,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business

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enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

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(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require a written request for approval and include the anticipated amount of overruns on other program components.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

(31) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ENGINEER: As provided in this Agreement, “Engineer” means the Chief Engineer or any other authorized representative of the Commission. Where the specific term “Chief Engineer” is used, it shall mean the Chief Engineer exclusively.

(34) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by

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assignment or notation without the prior written consent of the Commission.

(35) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(36) 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 Cole County, Missouri.

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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

GRANTEE

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

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Appendix A

Financial Summary Tables

Task Funding Breakdown

Task	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds	Total
Program Support and Administration	$102,384		$25,596	$127,980
Short Range Transportation Planning	$34,330		$8,583	$42,913
Long Range Transportation Planning	$303,130		$75,783	$378,913
Geographic Information Systems	$73,785		$18,446	$92,231
Safety Planning	$152,256	$5,177	$0	$157,433
Total	$665,885	$5,177	$128,407	$799,470

Task	5307 Funds	Local Funds	Total
Transit Planning	$74,161	$18,540	$92,701

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds 80%	$513,630
Consolidated Planning Grant Funds 100%	$157,433
5307 Funds	$74,161
Local Match	$146,948
Total Funds Allocated	$892,171

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-289 – Authorizing the approval of an Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

MEETING DATE
October 7, 2024

ORIGINATING DEPT
Planning, Development, and Neighborhood Services

ATTACHMENTS
CB2024-289 Ordinance; 2025 Unified Planning Work Program (UPWP); Consolidated Planning Grant (CPG) Agreement

REVIEWED BY
Director of Planning, Development and Neighborhood Services: Troy Bolander; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement with the Missouri Department of Transportation in the not to exceed total amount of Six Hundred Seventy-One Thousand Sixty-Three 00/100 dollars ($671,063) in Federal Consolidated Planning Grant Funds for reimbursement of FY2025 expenses. The commission will reimburse for 80% of total project costs up to a maximum amount of $513,630 for Program Support & Administration, Short Range Transportation Planning, Long Range Transportation Planning, and Geographic Information Systems items listed in the UPWP. The commission will reimburse for 100% of total project costs up to a maximum amount of $157,433 for Safety Planning items listed in the UPWP. The City will pay 20% of the project costs incurred to a maximum of $128,407 to draw down the Federal assistance.

BACKGROUND
This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance. The 2025 Unified Planning Work Program (UPWP) lists the planning projects that will be conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) is the designated MPO with the responsibility of providing transportation policy and oversight of the federal transportation planning process for the Joplin region.

FUNDING SOURCE
Federal Consolidated Planning Grant Funds $671,063 & Joplin Transportation Sales Tax (match) $128,407.

RECOMMENDATION
City staff recommends approval of this Council Bill.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2024-402 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
October 7, 2024

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation for 2024 Community Development Block Grant Public Service funds.

BACKGROUND;
The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system. The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. The funds will be used to pay for personnel and office expenses.

FUNDING SOURCE
This Council Bill provides Fifty Thousand Dollars and Zero Cents ($50,000.00) from Community Development Block Grant B24MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2024 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

ATTACHMENTS
Coordinated Entry Agreement
CB 2024-402 Ordinance

COUNCIL BILL NO. 2024-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2024 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2024 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2024 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2024 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2024 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties
Tammy Walker	Oversight and Reporting
Shonna Greninger	Housing Resource Coordinator
April Crossno	Housing Case Manager

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2024 and end on the 30th day of June of 2025.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-24-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($50,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Fifty Thousand Dollars and no cents $ 50,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Ryan Peterson
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801

Phone: (417) 624-0820	Phone: 417 781-0352
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S.

Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order

11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar

as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for

work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and

cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a

condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2024

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Officer
Director of Planning, Development, and Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: Ryan Peterson, Chief Executive

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ___ Ryan Peterson___and I am the __Chief Executive Officer____ of ___Economic Security Corporation). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____