TRAIL AND PEDESTRIAN BRIDGE

CITY OF JOPLIN, MO

602 S. MAIN STREET
JOPLIN, MO 64801

FEDERAL: STP-3201(705)
GRE: 13-3249

Table of Contents

CITY OF JOPLIN TRAIL & PEDESTRIAN BRIDGE

STP-3201(705)

DIVISION 1: GENERAL REQUIREMENTS **NUMBER OF PAGES IN SECTION**

INVITATION TO BID
BIDDER CHECKLIST
NOTICE TO CONTRACTORS

Proposed Work
Compliance with Contract Provisions
Period of Performance
Liquidated Damages
Bid Guaranty
Certifications for Federal Jobs
Antidiscrimination
Federal and State Inspection
Prevailing Wage Rate Requirements
Worker Eligibility Requirements
OSHA Training Requirements
Buy America Requirements
Local Preferences
Addendum Acknowledgement
Signature and Identity of Bidder
Trainees
Subcontractor Disclosure
Project Award
Materials Inspections
Prime Contractor Requirements
Sales and Use Tax Exemption
Miscellaneous
Interpretation or Correction of Contract Documents
Itemized Bid

BID FORM AND ITEMIZED BID SHEETS. 4
BID BOND 2
AFFICAVIT OF COMPLIANCE –E– VERIFY (SECTION 285.530.2) 2
SUBCONTRACTOR DISCLOSURE FORM. 1
SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION 1
DBE CONTRACT PROVISIONS (Figure 136.9.8). 9
DBE SUBMITTAL FORMS (Figure 136.9.9) 3
CONTRACT. 3
PERFORMANCE BOND. 2
PAYMENT BOND. 2
JOB SPECIAL PROVISIONS 41
FORM FHWA 1273 (Figure 136.9.7) 12
FEDERAL AID PROVISIONS 8
APPLICABLE STATE WAGE RATES. 14
APPLICABLE FEDERAL WAGE RATES 33
AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGE LAW. 1
PREVAILING WAGE PROJECT NOTIFICATION 1

DIVISION 1: GENERAL REQUIREMENTS **NUMBER OF PAGES IN SECTION**

CONTRACTOR INFORMATION NOTIFICATION. 1
CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS 1
FINAL RECEIPT OF PAYMENT AND RELEASE FORM 1
ADA COMPLIANCE CERTIFICATION 1
ADA CHECKLIST (Figure 136.9.4) 19

APPLICABLE ENVIRONMENTAL AND CULTURAL PERMITS AND CLEARANCES 1
- Categorical Exclusion 1
- Missouri Department of Natural Resources SHPO 1
- USACOE 404 1
- MDR 401 Water Quality Certification 1
- Department of Agriculture Land Use Permit. 1
- MDC Heritage Report 1
- US Fish and Wildlife Report 1
- Floodplain Development Permit 1
- Geotechnical Engineers Report 1
- Asbestos and Lead Letter 1

INVITATION TO BID

CITY OF JOPLIN TRAIL & PEDESTRIAN BRIDGE

Sealed bids for the Proposal for the Construction of Joplin, MO Pedestrian Bridge and Trail will be received at: City of Joplin, MO, 602 S. Main Street, Joplin, MO 64801, until 11:00 o'clock A.M. (Prevailing Local Time) on the 7th day of January, 2020, at the office of the Joplin City Hall, and at that time will be publicly opened and read. All bids shall be submitted as a Hard Copy.

The proposed work includes:

Construction of a 10-foot wide asphalt trail approximately 2,050 feet in length and the construction of a single span 80-foot long bridge according to plans and specifications. The trail will connect Missouri Southern State University to the Northpark Mall in Joplin, Missouri.

Plans and Specifications are on file in the office of the Director of Public Works located at City Hall, 602 S. Main Street. Bids must be in the hands of said Director of Public Works before **(11:00 a.m. Tuesday, January 7, 2020** at which time will bids will be opened by the Director of Public Works at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in 4th Floor Conference Room. A mandatory pre-bid meeting will take place at **Monday December 30, 2019 at 2:00 p.m.** at the same location.

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 United States Department of Labor (Federal Wage Rate), or by the Missouri Department of Labor and Industrial Relations (State Wage Rate), whichever is higher.

The City of Joplin, MO 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, 2019 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 projects shall 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.

A bid bond in the amount of 5% shall be submitted with each proposal.

The City of Joplin, MO reserves the right to reject any or all bids.

The project will be awarded to the lowest, responsive, responsible bidder.

The DBE Goal for this project is **7%**.

No 2nd tier subcontracting will be allowed on this project. City of Joplin, MO

Bidder Checklist

FINAL CHECKLIST BEFORE SUBMITTING BID

1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Sections 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalification to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. (if applicable – required on highway and bridge projects)
2. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Joplin, MO. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.**
3. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
4. 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.
5. Acknowledge the receipt of addenda on Bid Form (Note: The "BID FORM" and "ITEMIZED BID FORM" are one document and shall be submitted together). The addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.
6. For paper bids submit the provided 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)
9. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE form. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.

The bidding documents that must be completed and returned consist of, but are not necessarily limited to, the following:

a) Submit the completed Signature and Identity of Bidder.

b) Submit the completed Bid Form (Including "ITEMIZED BID FORM") with acknowledgement of Addenda and amount of bid in both words and figures.

c) Submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.

d) Submit the completed Subcontractor Certification Regarding Affirmative Action.

e) Submit all E-Verify information. The cover page and signature page of the E-Verify Memorandum of Understanding and the Affidavit must be submitted with the bid.

f) Submit the Subcontractor Disclosure Form within three (3) business days of the BidOpening.

g) Submit the DBE Identification Submittal within three (3) business days of the Bid Opening. Firms considered to be eligible DBEs shall be those forms certified as DBEs by MoDOT at the time of the bid opening.

****

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

1. Not signing the bid
2. Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
3. Not providing a bid bond
4. Using pencil to fill out the bid
5. Using white out to make corrections to the itemized bid sheets
6. Not initialing changes made

****

All questions concerning the bid document preparation can be directed to the Engineer.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Joplin, MO at (417) 624-0820 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

NOTICE TO CONTRACTORS

Sealed bids for the Proposal for the Construction of Joplin, MO Pedestrian Bridge and Trail will be received at: City of Joplin, MO, 602 S. Main Street, JOPLIN, MO 64801 until **11:00 o'clock** A.M. (Prevailing Local Time) on the **7th day of January, 2020**, at the office of the Joplin City Hall, and at that time will be publicly opened and read. All bids shall be submitted as a Hard Copy.

1. **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

   Construction of a 10-foot wide asphalt trail approximately 2,050 feet in length and the construction of a single span 80-foot long bridge according to plans and specifications. The trail will connect Missouri Southern State University to the Northpark Mall in Joplin, Missouri.

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 Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2019," and "Missouri Standard Plans for Highway Construction, 2019", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

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

   Missouri Standard Specification for Highway Construction, 2019 Edition

   2019 Edition Missouri Std. Plans for Highway Construction

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

   In the event of a conflict between the above referenced documents, the Job Special Provisions shall have priority, followed in descending priority by the General Special Conditions and the MoDOT Standard Specifications. In the event of a discrepancy between the Job Special Provisions and the plans, the plans shall have precedence.

   In accordance with the Missouri Prompt Pay Act (34.057 RsMO), the owner may withhold payment for any of the reason outlined in RsMO 34.057, or as determined by the engineer.

   Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, City of Joplin, MO, and the term "Design Professional" is a reference to the Design Professional of Record from Great River Engineering. The term "Engineer" is the City of Joplin designated representative.

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:

Completion Date: **June 29, 2020**

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 design profession under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows, except that Section 108.8.1.2, subsections (a) and (b) shall not apply:

Liquidated damages per day: $700

Liquidated damages will be assessed until the project has been accepted by MoDOT, the Engineer, and the Owner.

5. BID GUARANTY:

A bid bond for **five percent** of the total bid amount must accompany each bid. The successful bidder will be required to furnish an indemnity bond in the amount of his bid and shall before entering on the work of said contract be licensed as a contractor of the City of Joplin, Missouri. The Director of Public Works reserves the right to reject any or all bids.

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 RATE REQUIREMENTS (FEDERAL AND STATE):

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "**Annual Wage Order 26**", 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 Memorandum of Understanding and the Affidavit must be submitted with the bid.

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

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

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

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 Buy America requirements of Section 106 of the Missouri Standard Specifications for Highway Construction.

13. LOCAL PREFERENCES:

Materials produced within the state or local area shall not be favored over comparable materials produced outside of the state or local area. In-state material sources shall not be given preference over foreign materials or actions taken against materials of foreign origin unless permitted by federal law. State or local preference provisions are not allowed.

14. ADDENDUM ACKNOWLEDGEMENT:

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

15. 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.

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

sole individual partnership joint venture

corporation, incorporated under laws of state of _____

- 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_____.

Name of individual, all partners, or joint venturers: Address of each:

_____ _____

_____ _____

_____ _____

_____ _____

Doing business under the name of: Address of principal place of business in Missouri

_____ _____

(If using a fictitious name, show this name above _____

in addition to legal names.)

_____ _____

(If a corporation, show its name above)

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.

16. 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.

17. SUBCONTRACTOR DISCLOSURE:

Requirements contained within Section 102.7.12 of the Missouri Standard Specifications for Highway Construction shall be waived for this contract.

18. PROJECT AWARD:

This project will be awarded to the lowest, responsive, responsible bidder.

19. 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.

20. 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.

21 SALES AND USE TAX EXEMPTION:

City of Joplin, MO, 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.

22 MISCELLANEOUS:

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principal are those named herein.

23 INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS:

All questions about the meaning or intent of the contract documents shall be submitted to the Engineer in writing. Replies will be issued by written addenda to all parties on the planholder list. Only questions answered by formal written addenda will be binding. Any alternate material shall be approved prior to the bid opening and in sufficient time to issue an addendum. No alternates will be approved unless approved in a written addendum. Questions must be received by the Engineer at least four (4) working days prior to the bid opening. No addenda will be issued less than two (2) working days prior to the bid opening.

24 ITEMIZED BID:

The bidder should complete the following section in accordance with Section 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as described in the following Bid Form and Itemized Bid Sheets:

Bid Form

CITY OF JOPLIN TRAIL & PEDESTRIAN BRIDGE
STP-3201(705)

TO: Dan Johnson, P.E., CFM

We, the undersigned BIDDER, do hereby agree, if this Bid is accepted, to enter into an agreement with City of Joplin, MO in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Specifications for the Bid Price and within the Period of Performance indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Bid Form, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of City of Joplin, MO Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

1. BIDDER has examined and carefully studied the Bidding Documents and any addenda, as acknowledged below.

2. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

3. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

4. BIDDER is aware of the general nature of Work to be performed by City of Joplin, MO and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

5. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6. BIDDER has given CITY OF JOPLIN written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by CITY OF JOPLIN is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

7. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over City of Joplin, MO.

BIDDER will complete all work on the described project for the City of Joplin, MO in accordance with the Contract Documents for the price(s) stated below.

The Bidder agrees to include the items listed in the Itemized Bid Sheet(s) attached to this Bid Form in the Base Bid.

Note 1 Bidder agrees and understands that by this submission that items required to construct and complete the project in accordance with the accompanying plans, but not shown on this proposal, shall be included in the bid price for other related items of construction so as to not cause an unbalanced bid.

Note 2 The undersigned submits the following Itemized Bid Sheet(s) and hereby authorizes the City of Joplin, MO to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the Itemized Bid Sheet(s) into any Contract.

Note 3 It is understood that this bid becomes a part of the specifications upon the signing of the contract and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.

Note 4 In submitting this bid, it is understood that the right is reserved by the City of Joplin, MO to reject any and all bids, to waive any irregularities in the bidding, and to increase or decrease the amount of any class or portion of the work.

Note 5 In submitting this proposal, contractor certifies that no employee, member, or officer of the firm or corporation is a salaried officer or employee of the City of Joplin, MO or any of its boards or agencies, and that no salaried officer or employee of the City of Joplin, MO has any financial interest, direct or indirect, in this Contract. The City of Joplin, MO will award the bid to the lowest, responsive, responsible bidder.

Note 6 The City of Joplin, MO will award the bid to the lowest, responsive, responsible bidder. Priority of consideration will be based upon the bids received in the following priority of consideration:

- Base Bid
- Base Bid + (Alternate 1, Alternate 2… Alternate X)

Alternates will be awarded in cumulative numerical order presented. No alternate will be awarded out of order. The Owner reserves the right to award the bid based upon priorities scheduled above that fall within the financial constraints of the project.

Note 7 The scope of the work to be performed under the various unit price items of the contract proposal (where linear or volumetric measurement of quantities is involved) and the method of measurement and basis of payment for quantities in connection with such items, together with the scope of various lump sum items of the contract proposal is in general, defined and described under the respective applicable specification sections. It is the intent of the Bid Form and the Job Special Provisions that the total bid as submitted shall cover all work shown by the Contract Drawings and as required by the attached specifications and other Contract Documents. All costs, in connection with the work, and payment therefore, shall be included in and based on the unit and lump sum prices named in

the Bid Form. No item of work that is required by the Contract documents for the proper and successful completion of the Contract shall be paid for outside of or in addition to the prices submitted in the Bid Form, as all work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contractor and all cost in connection therewith shall be included in the unit or lump sum prices named in the Bid Form.

Note 8 It is understood by the bidder that the quantities given in the following itemized bid form are not guaranteed by the owner and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized bid form, multiplied by the unit price bid shall constitute the gross sum bid.

Contractor Information

Contractor:_____

Address: _____

_____

Phone: _____

Fax: _____

Email: _____

Total Base Bid: Proposal for the Construction of Joplin, MO Pedestrian Bridge and Trail (to agree with the "ITEMIZED BID FORM")

$_____(in numbers)

$_____(in words)

(In case of discrepancy, the amount shown in words will govern)

Contractors acknowledges receipt of Addenda No(s):_____

Signature: _____

Title: _____

Date: _____

GREAT RIVER ENGINEERING

CONTRACTOR NAME: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

PHONE NUMBER: _____

EMAIL: _____

City of Joplin, MO

DATE: _____

STP-3201(705)

ITEMIZED BID FORM

LINE	ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
TRAIL ITEMS						
1	618	MOBILIZATION	L.S.	1		$ -
2	201	CLEARING AND GRUBBING	L.S.	1		$ -
3	203	EXCAVATION FOR ROADWAY - UNCLASSIFIED	C.Y.	295		$ -
4	203	EMBANKMENT IN PLACE W/ COMPACTION	C.Y.	367		$ -
5	310	TYPE 1 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	2,388		$ -
6	401	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-2)	TON	105		$ -
7	403	ASPHALTIC CONCRETE MIXTURE PG 64-22 (SP095C MIX)	TON	208		$ -
8	608	CONCRETE CURB RAMP	S.Y.	33.0		$ -
9	608	TRUNCATED DOMES	S.F.	39		$ -
10	608	4" PVC SLEEVES (15' IN LENGTH)	L.F.	60		$ -
11		CONCRETE FLUME	S.Y.	5		$ -
12	310	TYPE 1 AGGREGATE AT CONCRETE FLUME	S.Y.	148		$ -
13	805	SEEDING	AC.	0.22		$ -
14	806	SILT FENCE	L.F.	182		$ -
15	806	SILT DITCH CHECK	EA.	8		$ -
					TRAIL ITEMS SUBTOTAL	$ -
BRIDGE ITEMS						
16	206	UNCLASSIFIED EXCAVATION (STRUCTURE)	C.Y.	76		$ -
17	611	TYPE 2 ROCK BLANKET	C.Y.	160		$ -
18	702	STRUCTURAL STEEL PILES (10 IN.)	L.F.	69		$ -
19	702	PILE POINT REINFORCEMENT	EA.	6		$ -
20	702	PRE-BORE FOR PILING	L.F.	60		$ -
21	703	CLASS B1 CONCRETE	C.Y.	29.0		$ -
22	706	REINFORCING STEEL	LBS.	4,742		$ -
23	705	24 IN., PRECAST CONCRETE SLAB BEAM	L.F.	360		$ -
24	716	PLAIN NEOPRENE BEARING PAD	L.F.	40		$ -
25	705	STONE VENEER COLUMN	EA	4		$ -
					BRIDGE ITEMS SUBTOTAL	$ -
					TOTAL CONTRACT	$ -

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, MISSOURI** the penal sum of

_____Dollars ($_____)

to be paid to the CITY to be credited to the 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 _____

CONDITION OF THIS OBLIGATION is such that

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

_____

_____

in County(ies),_____

project (s) _____

for construction or improvement of state highway as set out in said bid;

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

Affidavit of Compliance

Section 285.530.2

State of Missouri)
) ss
County of_____)

Now this_____day of _____, 20_____, the undersigned, being first duly sworn, deposes and says:

- I am more than 18 years of age.
- I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations

  Director of_____.
  (Name of Corporation, LLC, Sole Proprietorship, or Partnership)
- I am authorized to make this affidavit on behalf of_____
  (Name of Business Entity, Same as Above)
- I state and affirm that_____is enrolled and is currently
  (Name of Business Entity, Same as Above)
  participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
- Further, _____does not knowingly employ any person
  (Name of Business Entity, Same as Above)
  who is unauthorized alien.
- Further, _____has performed an electronic verification
  (Name of Business Entity, Same as Above)
  check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a Federal I-9 Form before it began participating in E-Verify.

- Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

I certify under penalty of perjury that the statements above are complete, true, and accurate to the best of my knowledge and belief.

_____
(Authorized Agent, Partner, Owner, or Officer)

If business has a Human Relations Director or equivalent, that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true, and accurate to the best of my knowledge and belief.

_____
(Human Relations Director)

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo, Supp. 2008.

FURTHER, THE AFFIANT SAYETH NOT

_____
(Signature)

On this_____day of_____in the year 20_____, before me,

a Notary Public in and for said State, personally appeared_____, k

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

_____
(Notary Public)

My Commission Expires: _____

Subcontractor Disclosure Form

SUBCONTRACTOR DISCLOSURE FORM: The bidder shall submit with this bid any subcontracts without limitation on the contract amount or subcontract amount in accordance with Sec 102 as follows:

List below the name of each subcontractor that will be furnishing labor or labor and materials, the category of work that the subcontractor will be performing (e.g. asphalt, concrete, earthwork, bridges…) and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.

If the information is not available at the time of bid the bidder shall submit the "Subcontractor Disclosure Form" pages with the Contracting Authority on or before 4:00 p.m. of the third business day after the bid opening date, directly to Director of Public Works, 602 S Main Street, Joplin, MO 64801. Telefax transmittal to Dan Johnson will be permitted at fax no.(417) 625-4738. The complete signed original documents do not need to be mailed to the City of Joplin, but the bidder shall have it available if requested by the City of Joplin.

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	DOLLAR VALUE of SUBCONTRACT	CATEGORY OF WORK

Company Date By (Signature)
Title

By (Please Print name of person signing)

Subcontractor Certification Regarding Affirmative Action

CITY OF JOPLIN

TRAIL & PEDESTRIAN BRIDGE

STP-3201(705)

Project: City of Joplin Trail & Pedestrian Bridge
Job No: STP-32021(705)
Route:
County: Jasper

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

- Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.

- Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.

- Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

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

_____

_____

_____

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

Company

By: _____

Date: _____

Title

DBE Contract Provisions

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR LOCAL PROGRAMS

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

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

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

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

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

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

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

6.0 Bank Services. The contractor, and each subrecipient on a federal-aid contract, is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services, and the fees charged for services, typically will not be eligible for DBE Program contract goal credit. Any questions on this subject should be directed to the MoDOT External Civil Rights Administrator. See Sec 7.0.

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

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

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

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

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

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

- The bidder certifies, under penalty of perjury and other applicable penal laws that if awarded the federal- aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of MoDOT as set out below.

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

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

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

- Designation of DBE firms to perform on contract The bidder states and certifies, under penalty of perjury or other applicable penal laws, that the DBE participation information submitted in the bid or within the stated time thereafter is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the MoDOT

line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed that the DBE firm will participate in and perform the work, with the DBE's own forces. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR 26.53.

- 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,

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

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

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

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

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

    - Contract Goal, Good Faith Efforts Specified. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, the apparent low and second low bidder shall file the completed "DBE Identification Submittal" pages to Great River Engineering on or before 4:00 p.m. of the third business day after the bid opening date. Great River Engineering may permit telefax transmittal. The complete and signed original documents shall be mailed to the Great River Engineering no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

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

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

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

- 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.

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

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

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

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

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

- Maintaining documentation of responses received in the effort to solicit DBE participation.

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

- Providing interested DBEs adequate information about plans, specifications and requirements of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- MoDOT Makes Final Determination On Whether a CUF Is Performed. MoDOT and the Commission will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, MoDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms, and the other firms forces and equipment. Any DBE work performed by the

contractor, or by employees or equipment of the contractor will be subject to disallowance under the DBE Program, unless the independent validity and need is demonstrated.

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

- Verification of DBE Participation, Liquidated Damages.

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

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

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

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

DBE Submittal Forms

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

- 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 **7%** of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

- 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.

- Certification of Good Faith Efforts to Obtain DBE Participation:

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

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with Director of Public Works by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is (417) 625-4738. The original copy must be mailed by overnight mail to Director of Public Works at 601 S Main Street, Joplin, MO 64801, with the day of the FAX. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is **7%**

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

(A) DBE Name & Address	(B) Bid Item numbers (Or Line numbers)	(C) $ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of $ Value Applicable to DBE Goal ** (100%, 60%)	(E) $ Amount Applicable to DBE Goal for each item (C x D)	(F) % Of Total Contract Amount for each item (E/Total Contract Amount)
1.					
		Total		Total	Total
2.					
		Total		Total	Total
3.					
		Total		Total	Total
4.					
		Total		Total	Total
Total DBE Participation					

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

(A) DBE Name & Address	(B) Bid Item numbers	(C) $ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of $ Value Applicable to DBE Goal ** (100%, 60%)	(E) $ Amount Applicable to DBE Goal for each item (C x D)	(F) % Of Total Contract Amount for each item (E/Total Contract Amount)
Trucking Services Only used if the DBE owns the trucks or is leasing from a DBE firm			100%		
Trucking Services Trucks are leased from non-DBE source				Only Include Fees for Trucking Services	
Brokered Services					

				Only Include Fees for Brokered Services	
Totals (Page 1)					
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation					

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

Company:_____ Date:_____

By:_____ Title:_____

AGREEMENT
Between
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	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:

Pedestrian Bridge and Trail connection
Missouri Southern State University with North Park Mall

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 by June 29, 2020. The 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**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

   a. **Missouri Wage Rate:** 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.

b. **Davis Bacon:** The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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 maintain adequate insurance coverage at all times 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, 2020, 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) 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 $_____ (full amount of contract) 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.**
   a. 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.
   b. 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.
   c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
   d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
   e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Changes. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

10. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

11. 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, Contractor (or surety) shall be liable to the City in the amount of $700.00 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.

12. 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. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

13. 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.

14. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days 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.

15. 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.

16. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

17. 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. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

18. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

19. 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.

20. 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.

21. 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 ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($) dollars, said amount being subject to any approved addenda or change order.

22. 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.

23. Flood Disaster Protection: This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the

ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

24. Environmental Compliance (24 CFR 85.36(i)(12)): The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

25. 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.

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project 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. 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.

27. Anti-Lobbying: The Contractor shall ensure that 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 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.

a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally 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, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

29. 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.

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

30. 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.

31. 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.

32. Statement that Project Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

33. 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 five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that 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. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. 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 the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

35. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) The Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. 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 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions

including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

36. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses 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 Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

37. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

38. Section 3 of the Housing and Urban Development Act of 1968

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor 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 subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and

orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

40. Section 110 of the Housing and Community Development Act of 1974

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

41. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may

direct to enforce such provisions, including action for noncompliance.

42. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

43. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

44. 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.

45. 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.

46. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, 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.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

47. 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.

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

49. 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 351.572 RSMo.

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.

50. 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.

51. 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.

52. Inspection. The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

53. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

54. 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.

55. 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.

56. 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.

57. 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.

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

58. 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.

59. 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.

60. 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.

CONTRACTOR:

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.

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

By: _____

David Hertzberg, Public Works Director

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Contractor

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of xxxxxxxxxxxxxxxxxxxxxxxxxxxx AND xx/100 DOLLARS ($xxxxxxxX.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and

shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____

Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____

City Attorney

ATTEST: (SEAL)

_____ _____

Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____

Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

CONTRACTOR

a Corporation, hereinafter called Principal, and

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx and xx/100 DOLLARS ($xxxxxxxxxx.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain

in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____

Secretary Principal

Approved as to form this _____ day
of _____, 20____. By _____

_____ By _____

City Attorney

ATTEST: (SEAL)

_____ _____

Secretary Surety

Approved this _____ day of

_____, 20____. By

_____

_____ By _____

Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Contractor

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of xxxxxxxxxxxxxxxxxxxxxxxxxxxx AND xx/100 DOLLARS ($xxxxxxxX.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

CONTRACTOR

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx and xx/100 DOLLARS ($xxxxxxxxxx.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

PROJECT

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____

Secretary Principal

Approved as to form this _____ day of _____, 20____.

By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20____.
By ____ _____
Director of Finance

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Job Special Provisions

CITY OF JOPLIN TRAIL & PEDESTRIAN BRIDGE

STP-3201(705)

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS
(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

1. GOVERNING SPECIFICATIONS AND DEFINITION CHANGES-
2. NOTICE OF LETTING
3. BIDDING DOCUMENTS
4. INSURANCE
5. ADD ALTERNATES
6. SUBLETTING OF CONTRACT
7. CHANGE ORDERS AND ADDITIONAL WORK
8. SUBSURFACE CONDITIONS
9. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS
10. CONTRACT PLANS AND SHOP DRAWINGS
11. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT
12. COOPERATION WITH UTILITIES
13. UTILITY CONFLICTS
14. CONSTRUCTION STAKES, LINES AND GRADES
15. INSPECTION OF WORK
16. ACCEPTANCE OF PRECAST CONCRETE MEMBERS AND PANELS
17. ACCPETANCE OF STRUCTURAL STEEL
18. CERTIFICATION OF INSPECTORS
19. UNAUTHORIZED AND DEFECTIVE WORK
20. CONTROVERSIES AND CLAIMS FOR ADJUSTMENT
21. SITE CONDITIONS
22. MEASUREMENT AND PAYMENT
23. SAMPLES, TESTS, AND CERTIFICATION
24. PREVAILING WAGE RATE REQUIREMENTS (FEDERAL AND STATE):
25. POSTED NOTICES
26. PERMITS, EASEMENTS, RIGHT-OF-WAY AND PRIVATE PROPERTY ACCESS
27. TRAFFIC MANAGEMENT SCHEDULE
28. TRAFFIC CONTROL PROVISIONS
29. TRAFFIC SAFETY

30. SAFETY PROVISIONS
31. CONTRACTOR REPRESENTATIVE AND RESPONSIBILITIES
32. CLEARING AND GRUBBING
33. ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION
34. EMBANKMENT PROTECTION
35. WOVEN WIRE AND/OR BARBED WIRE FENCE
36. POLLUTION, EROSION AND SEDIMENT CONTROL
37. REMOVALS FOR BRIDGE STRUCTURES
38. EXCAVATION FOR STRUCTURES
39. LOAD-BEARING PILES
40. BEARING PADS FOR STRUCTURES
41. REINFORCING STEEL FOR CONCRETE STRUCTURES
42. EPOXY COATED REINFORCING STEEL
43. CONCRETE MASONRY CONSTRUCTION
44. BLASTING
45. PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY
46. GEOTEXTILE CONSTRUCTION
47. SITE DRAINAGE
48. TOILET FACILITY LOCATIONS
49. CONSTRUCTION SITE CLEANUP
50. TAX EXEMPT
51. ACCESS
52. TREE TRIMMING
53. PLANT MIX BITUMINOUS PAVEMENT
54. SAW CUTS
55. SIDEWALKS AND RAMPS
56. STORM WATER SYSTEM
57. MAILBOX RELOCATION
58. LIME AND FERTILIZER
59. SEEDING
60. VEGETATIVE MULCH AND MULCH OVERSPRAY
61. HIGHWAY SIGNING
62. LIQUIDATED DAMAGES SPECIFIED
63. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND
64. FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES
65. CONTRACTOR FURNISHED BORROW
66. FINAL ACCEPTANCE AND PAYMENT

1. GOVERNING SPECIFICATIONS AND DEFINITION CHANGES

The general requirements, provisions and technical specifications governing the completion of the work contemplated shall be those known and designated as the "Missouri Standard Specifications for Highway Construction, 2019", and all revisions up until the date shown on the executed contract. The general requirements together with General and Job Special Provisions, if any, and other State and Federal requirements contained in the contract documents. In the event of conflict between the above referenced specifications and special provision, the Job Special Provisions shall have precedence, followed in descending priority by the General Special Provisions, and the MoDOT Standard Specifications. In the event of a disagreement between the Job Special Provisions and the Plans, the Plans shall have precedence.

All reference to the "County," "State" or "Owner" shall be interpreted as the City of Joplin, MO, Jasper County, Missouri. All references to "Engineer" shall be interpreted as "City of Joplin Designated Representative".

2. NOTICE OF LETTING

The Notice of Letting shall be in accordance with Missouri Standard Specifications for Highway Construction Section 102.1 and shall be modified to include the following:
After the date is fixed for the receipt of bids, the Owner may, in addition to the notice required by law, give notice of such date by mail/email directly to those contractors known to the consulting Engineer as being engaged in the type of construction to be bid.

3. BIDDING DOCUMENTS

The project documents shall be distributed as a Hard-Copy. No AutoCAD drawings will be given during the bidding process. All bidders must use the design plans, specifications, and any other needed information for their bidding purposes. This may include pre-bid meeting minutes and addendums.

4. INSURANCE

The Contractor shall provide liability insurance in the type and amount specified in Section 107.13 of the MoDOT Standard Specifications, as summarized in the table below.

	Minimum Coverage	
	Per Claimant	Per Occurrence
Worker's Compensation Insurance*		
Commercial General Liability Insurance	$500,000.00	$3,000,000.00
Commercial Auto Liability Insurance	$500,000.00	$3,000,000.00
Jones Act Insurance**	$2,000,000.00	$2,000,000.00
US Longshore & Harbor Worker's Compensation Act Insurance**	$2,000,000.00	$2,000,000.00
Railroad Protective Liability Insurance***	As Specified in Contract Documents	As Specified in Contract Documents

* Required for all Contractors and all Subcontractors.
** Required if work is on or adjacent to any waters classified as "navigable waters of the United States by the USACOE.
*** Required if any work is to be performed in railroad right-of-way.

5. ADD ALTERNATES

There are no Add Alternates for this project.

6. SUBLETTING OF CONTRACT

Subletting of the contract shall be in accordance with Missouri Standard Specifications for Highway Construction Section 108.1 and shall be modified to include the following:

The Contractor shall include the names of DBE and other subcontractors to be utilized on the project on the proposal forms. Prior to commencing work, the Contractor shall provide the Engineer with the names of all subcontractors for approval. The subcontractors listed shall be those who will actually accomplish the work and second-tier subcontracting will not be permitted. Should for any reason a subcontractor not be able to perform the work indicated, the Contractor shall notify the Engineer and obtain approval for assigning such work to another subcontractor before accomplishing the work.

7. CHANGE ORDERS AND ADDITIONAL WORK

Change orders and additional work of the contract shall be in accordance with Missouri Standard Specifications for Highway Construction Section 109.12 and shall be modified to include the following:
There will be no consideration given to claims for undocumented extras or overruns at the completion of the project. Change orders shall go through the appropriate approval process before the work outside of the original contract is done. Work done outside of the original contract without going through the appropriate approval process will not be considered for payment.

8. SUBSURFACE CONDITIONS

If available, boring logs and other factual subsurface information obtained for the design of this project are made available to bidders so that all have access to identical subsurface information available to the Owner and are not intended as a substitute for personal investigation, interpretations, and judgment of the bidders.

If available, this information was obtained by the Owner for its use only for design purposes and for estimation of quantities for the purpose of bid comparison, and not to determine actual subsurface conditions, the actual quantities of subsurface materials, or the appropriate construction methods. The Owner makes no representation as to the accuracy of the logs or other subsurface information, since the accuracy is limited by the equipment used and the personal judgment of the persons making the investigation, and the logs indicated conditions encountered only at the times and the specific locations shown. Ground water observations are not routinely recorded in all boring logs and the absence of such observations does not mean that no ground water will be encountered. The furnishing of this information is not to be considered as a representation of actual conditions to be encountered during construction and does not relieve a bidder from the responsibility of making their own investigation of conditions to be encountered and basing their bid on information obtained from their own investigation. Any assumptions which a bidder may make from this data, the bidder makes at their own risk; none are intended by the Owner.

The bidder is cautioned that use of any provided subsurface information and all such interpretations, conclusions and recommendations are not represented or warranted to be accurate or reliable, and the Owner cannot be bound by them, whether or not it may appear to have "relied" on them. These subjective findings have not been confirmed or shown to be reliable, and the bidder assumes the sole risk of liability
or loss if the bidder does rely on these documentary interpretations and conclusions to its detriment, delay or loss. The bidder assumes all risks it may encounter in basing its order of work, equipment or personnel determinations, time of performance, cost of performance, working days needed, item bid prices, or any other element of the work,

on the attached documents or any other documentation, not expressly warranted, which the bidder obtains from the Owner.

The State of Missouri and, in particular, the area that encompasses this project is known to have, at least in part, bedrock that exhibits karst conditions. One karst condition is sometimes referred to as pinnacle or pinnacled rock. The nature of this condition makes graphical representations of this pinnacled zone difficult to classify and excavate. It is incumbent upon the bidder to investigate above surface warnings of this rock formation (road cuts, quarry sites and any other exposed faces) and be aware that the same is regularly occurring phenomenon and is not to be regarded as a differing site condition or result in changes in the work, regardless of what any actual boring or lines on the plans may or may not tend to indicated.

9. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

Name	Robert Beachner
Address	601 S. Main Street, Joplin MO 64801
Phone Number	(417) 624-0820
Email Address	Rbeachne@joplinmo.org

10. CONTRACT PLANS AND SHOP DRAWINGS

The Contractor shall be supplied with, up to, three (3) sets of approved plans and contract assemblies including the job special provisions. The supplied plan sets shall be the original size plans that were signed and sealed. Additional sets of approved plans and contract assemblies including special provisions may be purchased at a fee of $40 per set for 11x17 size plans with contract documents. Larger sets may be printed per the request of Contractor at a fee of an additional $ 1 per sheet at the larger size. One (1) set of approved plans and contract documents including special provisions shall be kept available on the job site at all times. If an approved set is unavailable on the job site then work may be stopped until such time one is produced. All shipping of plans and specifications shall be done at standard shipping cost with no-mark ups.

The Contractor will be required to submit detailed shop and dimension drawings for the following items (as applicable for project):

- All Steel Reinforcement
- All Pre-Cast Concrete Items
- All Structural Steel (including connection details)
- All retaining wall structures on jobsite (including block, cast-in-place, MSE...)

Shop drawings shall be prepared in advance of fabrication and give the complete information necessary for the fabrication of the component parts of the structure. The Contractor shall submit a minimum of four

- sets of required shop drawings to Engineer. Upon receipt of the shop draw drawings the Engineer will notify the Contractor that shop drawings have been received. Contractor shall allow two (2) weeks for initial review. If an Intermediate submittal is necessary, the process will be the same as the initial submittal. Allow two (2) weeks for reprocessing each submittal. No extension of Contract Time will be authorized because of failure to transmit submittals. One set of drawings will be returned to the Contractor with Comments. No precast structure may be set in place until shop drawings are approved in writing.

The following information must be present on the shop drawings:

- Project Name (Must have Federal Project No. if applicable)
- Date
- Name and Address of the Engineer Firm
- Name and Address of the Contractor
- Name and Address of Subcontractor (if applicable)
- Name and Address of Supplier
- A 4" X 5" space for the approval markings.

A copy of the Engineer's drawings will not be accepted as shop drawings.

Accuracy of the shop drawings is the responsibility of the fabricator. The approval will cover only the general design features, and in no case, shall this approval be considered to cover errors or omission in the shop drawings.

The Contractor may choose to not supply additional steel reinforcing shop drawings. If the Contractor chooses to do so they must in writing accept the responsibility to complete all steel as required in the structural drawings and formally waives their right to request for additional compensation for errors and omissions located within the "bar-bill". The "bar-bill" is only provided to aid in the bidding purposes.

11. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

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

PROJECT MANAGER:	
Name	Robert Beachner
Business Number	(417) 624-0820 – Ext. 543
P.E., CFM REPRESENTATIVE:	
Name:	Dan Johnson
Phone Number:	(417) 624-0820

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

The Contractor shall notify law enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the Contractor completes this notification with law enforcement and emergency agencies, a report shall be furnished to the Engineer on the status of incident management.

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.

12. COOPERATION WITH UTILITIES

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:

The Contractor shall make suitable and timely written request to all utility owners, all pipe line owners, or other parties affected, and endeavor to have all locations determined and any necessary adjustments of public of private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable. One (1) copy of all requests shall be submitted to the Engineer.

The Contractor is responsible for contacting all utility companies on the site for locations of their facilities and for protecting the utilities and coordinating his activities with any required relocations.

The utilities shown on the plans may not be accurate and may have been relocated. The Contractor shall contact all utilities to obtain plans showing their relocation and contact Missouri One-Call (1-800-344- 7483) and the utility companies for field locates.

Some of the utilities may not be clear of the project when the Notice to Proceed is issued. It shall be the Contractor's responsibility to contact the utilities, and coordinate work around the utility companies' schedules. The Contractor shall make every effort to coordinate his work in such a manner as to expose possible utility conflicts ahead of Contractor's work. In the event a conflict is found, the Contractor shall contact and coordinate with the utility involved and Engineer to resolve the conflict.

The Contractor agrees that any effects of the presence of the utilities, their relocation, Contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The Contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The Contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the Contractor, it's subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

The Contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The Contractor shall hold and save harmless the Owner from damages to any utility facilities interruption of service by it or its subcontractor's operation.

In the event utility services are interrupted as a result of breakage within the project limits, the Contractor is to notify the appropriate utility authorities and cooperate with them until service has been restored.

The Contractor shall call Missouri One Call System prior to start of construction. Missouri One Call can be reached at 1-800-DIG-RITE (800-344-7483). A copy of all correspondence between the Contractor and Missouri One Call System shall be forwarded to the Engineer.

13. UTILITY CONFLICTS

The Contractor shall make every effort to locate all underground pipe lines and conduits by contacting owners of underground utilities, by prospecting, or otherwise, in advance of trench excavation operations. Certain pipelines, water mains, propane

gas, petroleum lines, telephone cables, power lines, cable television, and other existing underground and above ground installations and structures in the vicinity of the work to be done hereunder are indicated on the plans according to the best information made available to the Engineer and the Owner. Neither the Engineer nor the Owner guarantees the accuracy of such information, however.

Connections from the mains to the houses or businesses for sanitary sewers, water and gas services, and other utility lines are not indicated on the plans. Any conflict with these service lines from the house to the main, not specified as part of the utilities relocations, will be the responsibility of the Contractor to either relocate or work around at no cost to the project.

Any delay or extra cost to the Contractor caused by utilities or pipe lines or other underground structures or obstructions not shown by the plans, or found in locations different than those indicated shall not constitute a claim for extra work, additional payment, or damages.

The Contractor will be solely responsible for any or all damages whether direct, indirect or consequential to underground or above ground utilities and pipelines and the surroundings and shall indemnify and hold harmless the Owner and Engineer for any and all claims, or judgments whenever made as a result of his actions.

14. CONSTRUCTION STAKES, LINES AND GRADES

Construction stakes, lines and grades shall be in accordance with Missouri Standard Specifications for Highway Construction Section 105.8 except for section 105.8.1.1. Remove section 105.8.1.4 and revise section 105.8.1.1 to read:

"The Great River Engineering will set initial field control consisting of bench marks and control monuments.
Construction layout staking shall consist of the following items being staked:

- Temporary Easement
- Right of Way
- Stationing and Offsets for Roadway
- Fill Face of the Proposed Structure

The Contractor must write a formal request to the Engineer covering what benchmarks, offsets and staking items are requested along with the date to complete staking services at least five (5) business days prior to requested date of completion

The Contractor shall make whatever additional measurements and alignments he may find necessary or convenient to enable him to construct each element of the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on benchmarks shown. The Contractor shall employ competent personnel for making position, gradient and alignment determinations and measurements.

All restaking or additional construction layout staking for staged construction or re-staking of items can
be performed by Great River Engineering at the current hourly billing rates. The Contractor has the option to use their own resources for surveying or another company."

15. INSPECTION OF WORK

Inspection of Work shall be in accordance with Missouri Standard Specifications for Highway Construction Section 105.10 and shall be modified to include the following:

Inspections and job control tests will generally be made by the Engineer on the following items of work. It shall be the responsibility of the Contractor to notify the Engineer 24 hours preceding any operations which affects the following items:

- Initial Layout
- Removal of Existing Structure
- Any Blasting Operations
- Utility Relocation
- Trench Excavation
- Footing Excavation
- Pile Driving Operations
- Bedding and Backfill of Storm Drainage Items
- Reinforcing Steel Placement
- All Concrete Operations
- All Asphalt Operations
- All Girder and Deck Panel Erection
- Embankment Fill and Compaction
- Geotextile Placement
- Rock Blanket Placement
- Seeding and Mulching
- Fencing
- Pavement Striping and Marking

If any operation which affects the above mentioned items is to be performed on a Monday, notification must be made to the Engineer by 12:00 p.m. (noon) of the preceding Friday. If any operation which affects the above mentioned items is to be performed on a Saturday or Sunday, notification must be made to the Engineer by 3:00 p.m. of the preceding Thursday. The lack of observation or inspection by the Engineer shall not relieve the Contractor of the responsibility to construct the project in accordance with the plans and specifications. Any work that is performed or materials used without authorization by the Engineer may be ordered removed and replaced at Contractors Expense. Failure to notify the Engineer as stated above will result in one of the following actions:

- Removal of Work
- Work Stoppage
- No Payment made for that Item
- Partial Payment being made for that Item.

The Contractor shall further notify the Engineer of the timeframe during which he intends to perform the work being tested. From the time that the Contractor requests that the Engineer or his appointed representative be on-site, the Contractor shall have a 2 (two) hour window during which to begin the task being observed / tested. If the Contractor is not able to begin the work within this 2 (two) hour window, the additional time that the Engineer or his representative is on-site due to the delay in beginning the work shall be reimbursed to the Owner by reducing the Contractor's pay request in an amount equal to the Owner's cost.

The Missouri Department of Transportation, Federal Highway Administration and its representative shall have the right to inspect work at any time.

Unless otherwise specified, compliance sampling of the concrete shall be subject to visual inspection, job control tests, and compressive strength tests performed on job

control samples. These inspections and job control tests will be performed by a MoDOT certified inspector of the Engineer at no cost to the Contractor. Any concrete testing outside of the compliance sampling will be at the Contractor's expense.

16. ACCEPTANCE OF PRECAST CONCRETE MEMBERS AND PANELS

The following procedures have been established for the acceptance of precast concrete girders, slab panels, MSE wall systems, and other structural members. Shop drawings shall be submitted for review and approval to the engineer of record for the local public agency (LPA). The approval is expected to cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The LPA or their engineer of record has the option of inspecting the precast units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the reports shown below shall be required.

Certified mill test reports, including results of physical tests on the reinforcing steel and prestressing strands as applicable.

Concrete mix designs.

Test reports on concrete cylinder breaks.

The LPA or their engineer of record shall verify and document that the dimensions of the precast units were checked at the jobsite and found to be in compliance with the shop drawings. I-Girders and miscellaneous prestress units shall comply with section 1029.7 of the "Missouri Standard Specification for Highway Construction," 2016 Edition and current supplemental specification revisions. For dimensional requirements are seen below:

Solid Slab Beams, Voided Slab Beams, and Box Girder Beams

Length of Beam	± 1/8 inch per 10 feet of beam length, but no greater than ¾ inch
Width (Flanges, Web and Fillets)	+3/8 inch, -1/4 inch
Depth (Flanges, Web and Fillets)	± 1/4 inch
Depth (Overall)	± 1/4 inch
Horizontal Alignment – (Deviation from a straight line parallel to centerline of member)	1/4 inch max., to 40-foot lengths 3/8 inch max., 40 to 60-foot lengths
Camber (Deviation from design camber within 7 days of strand release)	± 1/2 inch, to 80-foot lengths
In Final Place - Out of plane deviation from one beam relative to the adjacent beam, measured on the top of the beam with a level at a right angle to the beam length	± 1/2 inch
Stirrup Bars (Projection above top of beam)	± 3/4 inch
Stirrup Bars (Longitudinal spacing)	± 2 inches
Longitudinal Tie Position	± 1/8 inch center of gravity of reinforcing steel
Position of Lifting Devices	± 6 inches
Transverse Tie Inserts	± 1/2 inch

Anchor Rod Sleeves	± 1 inch
Guardrail Embedment Plates	± 1/2 inch from designated location,
Bearing Area (Deviation from plane)	± 1/8 inch length, but no greater than 3/4 inch
Bearing Plates (Centerline to centerline)	± 1/8 inch per 10 feet of beam
Bearing Plates (Centerline to end of beam)	± 1/2 inch

The fabricator shall notify the engineer a minimum of 48 hours prior to casting of the precast products. Forms and formwork, placing and tying of reinforcing bars and placing and vibrating of concrete shall be in accordance with Sections 703 and 706, with the following additions:

- Clamps, bolts or other devices connecting the bulk-head to the side forms, inserts and blockouts shall be capable of being removed or loosened before curing is applied.
- Exterior forms for members shall be metal other than aluminum, mortar-tight and of adequate design to produce members within the tolerances specified. Supplemental forms, such as those used to form steps or to establish slopes, may be made of a material other than metal, so long as dimensional tolerances and mortar-tightness are maintained.
- The temperature of the mixed concrete when placed shall be no higher than 90 F. The forms and reinforcing steel shall be cooled by acceptable methods to an ambient temperature of 90 F or lower.

Curing of concrete members shall be kept continuously wet until the conclusion of the curing period. Curing shall be accomplished by covering with burlap or jute mats kept continuously wet by moist air, live steam or any combination of these methods. Other moist curing methods that will keep the member moist may be used provided the details of the proposed method are submitted to the engineer and approved. As soon as the concrete has set sufficiently that no marring of the surface or distortion will result, wet burlap or jute mats shall be applied, covering the exposed surface. Curing shall be continued until the concrete has attained the design compressive strength shown on the plans. The concrete shall not be exposed to temperatures below freezing until the curing has been completed.

Forms shall not be stripped from concrete members sooner than 12 hours after casting. If the concrete strength has then been attained, forms may be removed and members moved without unnecessary delay to a curing area. If forms are removed before the concrete has attained the strength which will permit the units to be moved or stressed, only the minimum area of the curing enclosure that is necessary to remove each individual form section shall be removed at any one time. The open area in the enclosure shall immediately be closed as each form section is removed. When the surrounding air temperature is below 30 F, no portion of the enclosure shall be removed before the unit has attained the required transfer strength. Forms of test specimens shall be stripped at the same time the forms are removed from the members.

Handling and storage of members shall be performed with the members in an upright position and with points of support in approximately the same position as designated for the final position of the members in the structure. Members shall not be transported nor erected until the concrete has attained the design compressive strength shown on the plans. In storage, the members shall be fully supported across their width on battens that are no less than 4 inches wide. During transportation, the ends of beams shall not extend more than 1 1/2 times their depth beyond the supports on the transporting vehicle. During storage, the supports shall maintain the members in essentially a level position without twisting. Stacking

of members in storage shall be done only with the approval of the engineer. If such permission is granted, the supports of all members shall be in the same vertical planes and shall be of adequate thickness to prevent damage to the lifting devices.

Each precast unit shall be identified with the date, manufacturer and identification number. Markings may be indented on the unit or painted thereon with waterproof paint, and shall be located so that they are easily identifiable on-site. These markings shall be shown on the shop drawings for confirmation in the field for final placement.

All work and materials shall be subject to visual inspection and shall be approved by the engineer prior to final acceptance.

Four sets of shop drawings shall be submitted to the engineer for review and approval. Accuracy of the shop drawings is the responsibility of the fabricator. The approval will cover only the general design features, and in no case shall this approval be considered to cover errors or omission in the shop drawings.

17. ACCPETANCE OF STRUCTURAL STEEL

The following procedures have been established for the acceptance of structural steel. Shop drawings shall be submitted for review and approval to the Engineer. The approval is expected to cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The contractor shall utilize a fabricator that meets the appropriate American Institute of Steel Construction (AISC) certification provisions as outlined in Sec 1080.3.1.6 of the current version of the MoDOT Standard Specifications for Highway Construction 2016. Additional information regarding the AISC certification program can be found on their website, www.AISC.org HYPERLINK "http://www.aisc.org/" HYPERLINK "http://www.aisc.org/" HYPERLINK "http://www.aisc.org/".

All welding operations, including material and personnel, shall meet the American Welding Society (AWS) specifications. Primary welds shall meet the provisions of Sec 1080.3.3.5.2 of the current version of the MoDOT Standard Specifications for Highway Construction 2016. The Engineer has the option of inspecting the steel units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the reports shown below shall be required.

- Certified mill test reports, including results of chemical and physical tests on all structural steel as furnished.
- Non-destructive testing reports.
- Verification of the girder camber, sweep, and other blocking data.
- Verification of coating operations.

The Engineer will review the dimensions of the units and check at the jobsite to verify that they are in compliance with the shop drawings.

All work and materials shall be subject to visual inspection and shall be approved by the engineer prior to final acceptance.

Four sets of shop drawings shall be submitted to the engineer for review and approval. Accuracy of the shop drawings is the responsibility of the fabricator. The approval will

cover only the general design features, and in no case shall this approval be considered to cover errors or omission in the shop drawings.

18. CERTIFICATION OF INSPECTORS

All technicians who perform, or are required by the FHWA to witness, such sampling and testing of materials and products incorporated into the project, shall be deemed as qualified by virtue of successfully completing the requirement of the MoDOT EPG 106.18 Technician Certification Program, for the specific technical area(s) witnessed or sampled.

19. UNAUTHORIZED AND DEFECTIVE WORK

All construction and materials which have been rejected or declared unsatisfactory shall be remedied or removed and replaced in a manner acceptable to the Engineer by the Contractor at the Contractor's expense. It shall be the Contractor's responsibility to properly dispose of rejected material in a manner acceptable to the Engineer. All expense incurred by the owner due to corrections, or removal and replacement of rejected construction materials shall be borne by the Contractor. Upon failure of the Contractor to remedy or remove and properly dispose of rejected materials or work, or to replace them immediately after receiving written notice from Engineer, the Owner may employ labor to rectify the work, and the cost of rectification will be deducted from any payment due or which may become due to the Contractor. All decisions regarding rejection and remedied construction or materials shall be the final decision of the Engineer. All expenses including labor time incurred by Engineer will be billed to the Contractor at Standard Billing Rates for the Project. Failure by Contractor to follow Engineer's direction regarding unauthorized or defective work will result in a work stoppage.

Please refer to Missouri Department of Transportation State Standard Specifications 105.1.1 for Authority of Engineer regarding Defective work.

20. CONTROVERSIES AND CLAIMS FOR ADJUSTMENT

If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the Contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expense, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such manner as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval from the Owner. The Contractor shall have a maximum of ten (10%) markup on materials and subcontractors for overhead, profit and coordination. The Engineer reserves the right to request documentation of materials and subcontractor costs from the Contractor and/or any subcontractors.

If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional completion time above that fixed by the contract, he shall notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims within one (1) calendar day of the delay. The Contractor agrees that any claims made without such notice, and not presented in such manner as to enable the Engineer to observe conditions as they occur and to verify delays as they occur and to determine with certainty the correctness of such claims and

of the delay involved, are waived and shall be null and void. No extra completion time shall be awarded in any event without written approval by the Owner and Engineer within five (5) days of the occurrence.

All written request from Contractor must be made in a professional manner, personal attacks, slander, or derogatory or threatening tone will be automatically rejected. All written request from Contractor shall contain in the title the County, Bridge No. and Federal Project No. In addition all written request must be signed by the Contractor.

21. SITE CONDITIONS

The Contractor shall view the site of the work and make his own determination of the conditions to be encountered in accomplishing the work. The submission of a bid shall be considered proof that the bidder has made his own examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans and specifications.

22. MEASUREMENT AND PAYMENT

Measurement and Payment shall be in accordance with Missouri Standard Specifications for Highway Construction Section 109 and shall be modified to include the following:

The Contractor shall submit to the Engineer progress payment estimates, as agreed upon at the preconstruction conference, for the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items. The Engineer will review the payment estimate and verify percentage of work complete.

No payment will be made on account of materials not yet incorporated into the work without prior approval and written agreement.

Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the Owner from loss on account of:

A. Failure of Contractor to properly submit material certifications and substantiating test reports required under the Job Special Provisions.

B. Failure of Contractor to properly submit certified copies of labor payrolls required under Section 110 of the MoDOT Standard Specifications.

C. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.

D. A reasonable doubt that the contract can be completed for the balance then unpaid.

E. Damage by the Contractor to a property owner.

F. In accordance with the Missouri Prompt Pay Act (34.057 RSMo), the Owner may withhold payment for any of the following reasons:

1. Liquidated damages
2. Unsatisfactory job progress
3. Defective construction work or material not remedied
4. Disputed work

5. Failure to comply with any material provisions of the contract
6. Third party claims filed or reasonable evidence that a claim will be filed
7. Failure to make timely payments for labor, equipment or materials
8. Damage to a Contractor, subcontractor or material supplier
9. 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.
10. Citation by the enforcing authority for acts of the Contractor or subcontractor which do not comply with any material provisions 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 damage to the Owner.

23 SAMPLES, TESTS, AND CERTIFICATION

The Contractor shall submit certifications and substantiating test reports, furnished by the supplier or fabricator for all materials incorporated into the work, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated, the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

All submittals for samples, tests, and certification shall bear the name and address of the Contractor and supplier; the name of the project, including Federal Project Number and the specification reference for the material being submitted. Submittals not bearing this information will be rejected and returned without further review.

The testing laboratory to be used shall be subject to the approval of the Engineer. The name of the testing laboratory shall be submitted to the Engineer at least 10 calendar days prior to any testing.

The Contractor shall require his suppliers to provide the following testing and material certifications:

- Aggregate base: Name of supplier, source, gradation, and supplier certification.
- Oil for Prime and Tack Coat: Name of supplier, source of oil, and supplier's certification.
- Plant mix bituminous base and plant mix bituminous surface: Name of supplier, source of materials used in the mix, mix design to be used, and supplier's certification.
- Precast Concrete: Name of source and supplier of concrete and concrete materials, mix design, compressive strength test results, and supplier's certification.
- Cast in place concrete: Name of supplier of concrete and source of aggregate, cement, admixtures; mix design; and supplier's certification.
- Supplier's certification for all other materials used in work.

- Structural Steel Welding: Name of Company performing welding services and applicable certifications.

- Sod: Name and address of supplier and supplier's certification.

- Permanent Turf Reinforcement Mat: Name and address of supplier and supplier's certification.

Tests and sampling shall be done in accordance with the Specifications, General Special Provisions or Job Special Provision. Three copies of all test reports and certifications shall be submitted to the Engineer for review. The Engineer reserves the right to waive certain tests or to require additional tests should job conditions or workmanship warrant. Such additional tests will be provided at the Contractor's expense except as otherwise provided for in Defective Work.

If material is rejected for whatever reason, the Contractor shall pay for all retesting until a suitable material is found.
The Engineer at no expense to the Contractor may perform or employ a competent testing laboratory to perform the following field acceptance tests:

- Soil Density Tests. One test shall be made per 300 linear feet of roadway on exposed compacted subgrade and in each lift of embankment.

- Cast-in-place concrete: One slump test, one air entrainment test, and 3 compression test cylinders will be taken for each concrete placement or for each 50 cubic yards placed.

- Soil properties: Classification, Atterberg Limits and a moisture-density relationship curve for each type of proposed borrow material as well as a qualified soils engineer's recommendations as described in the section entitled "Embankment in Place."

- Plant mix bituminous base and plant mix bituminous surface: One density, extraction, and gradation test may be taken per 500 linear feet of pavement at locations designated by the Engineer.

The Contractor will notify the Engineer in advance of work requiring field inspection or testing in accordance with the section entitled "Inspection of Work" of these Job Special Provision Sections.

Unless otherwise specified, all materials shall be subject to visual inspection and job control tests, as determined by the Engineer, and shall be certified by the material supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project name, Federal Project Number and shall contain the supplier's name and address.

Prior to Final Payment, the Contractor shall file with the Owner the following:

- The Fig. 136.11.9 Contractor DBE Certification showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.
- Fig. 136.11.10 Contractor's Affidavit Regarding Settlement of Claims

-
- Fig. 136.11.11 Affidavit (Compliance with Prevailing Wage Law)

- Any other documents which may be required by the contract, Owner or the Consulting Engineer.

These forms may be found online a under section 136.11.20. at http://epg.modot.org/index.php?title=136.11_Local_Public_Agency_Construction#136.11.19_Final_Acceptance.

When the work has been completed and certified by the Owner, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due to him as set forth in these specifications, including the amount previously retained by the Owner. All prior partial estimates and payments shall be subject to correction by the Owner in this final estimate and payment.

24 PREVAILING WAGE RATE REQUIREMENTS (FEDERAL AND STATE):

The proposal and contract contains provisions requiring payment of the prevailing hourly rate of wages for each craft or type of workman 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 Contractor and all subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the contract and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the Owner.

The Contractor and each subcontractor shall be required to submit to the Design Professional one certified copy of labor payrolls for each week that work is in progress. Certified payrolls are to be submitted with monthly pay requests. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

Payrolls to be submitted shall be checked for compliance with the contract requirements and will be retained by the Owner for a period of three years following final payment, during which time they will be open to inspection by authorized representatives of the Owner.

The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

The Engineer will check payrolls, with the following checks being made to insure proper labor compliance.

- The employee's full name, identifying number (such as last four digits of Social Security Number) and complete address, including zip code, must appear on each payroll. For projects that are only state-funded projects, addresses will be required to be placed on certified payrolls. For federal-aid projects, placing addresses on the payrolls will be optional. The Contractor is not allowed to include complete Social Security numbers on certified

payrolls. The Contractor must assign the employee an identification number and place that identification number on the certified payroll. This identification number can be the last four digits of the employee's Social Security number.

- Check the payroll for correct employee classification.
  - Check to assure each employee has a classification.
  - Make sure classifications are correct as related to the type of work the company has subcontracted.
  - Employees enrolled in the MoDOT training program must be shown on the payroll in the classification they are enrolled in as trainee. (i.e. Crane Operator Trainee, Carpenter, Laborer, etc.)
  - When possible, confirm that employees are classified correctly as to what type work they are performing by using the interview process, jobsite visits, and communication with the inspectors, and by reviewing the Inspector's Daily Report of Construction.
  - Foremen or supervisors who perform 20% or less of the day with the tools of the
    trade are exempt from the Davis Bacon Act. They must appear on the payroll as "foreman" or "supervisor" with a breakdown of hours per day and total hours and, since hourly wage rates are not required, they can be listed under Salary Agreement.
  - Foremen or supervisors who work with tools of the trade more than 20% of the day are not entitled to an exemption under the Davis Bacon Act. Thus, if the hourly wage rate is the same for both classifications the employee will be listed on the payroll to show both classifications in which they performed (i.e. Foreman/Carpenter), hours per day listed along with an hourly wage rate, gross amount earned, deductions and net wages paid. But, if the hourly wage rate is not the same for both classifications then multiple listings for the employee shall be included on the payroll to show each classification of work performed in each day along with all the appropriate information.

- Check the payroll for correct hourly wage and, where applicable, the correct overtime hourly rate.
  - Check employee's rate of pay against the state and federal wage rates, where applicable, to make sure he/she is receiving at least the minimum for his/her classification as per the prevailing wage schedule in the contract. For federally funded projects the rate of pay is the highest of either the federal or state wage rates.
  - Make sure fringe benefit amount plus base pay amount matches or exceeds the designated fringe benefit amount plus designated base pay amount from the applicable wage order. For example, the base pay amount could be less than that designated as the prevailing wage, if the fringe benefit amount is more than that designated, and the two together meet or exceed the designated gross prevailing wage. The Contractor should be encouraged to list the exact fringe paid for each employee on the

payroll. If the Contractor chooses to certify that the fringe benefits are being paid to approved plans, funds, or programs, the Contractor shall provide documentation that the correct payment amount is being paid to the fund for the individual employees.

- Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours).

- All deductions shall be listed and the net wage shown. The Form WH-347 is to be used where fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll and noted on the statement of compliance.
    - All deductions must be identified. If a deduction of "other" is listed on the payroll it must be explained on the statement of compliance.
    - Some typical deductions include
        - State or federal taxes
        - Voluntary insurance, pension, and/or retirement plans
        - Child support and other payments ordered by a court (but not payments to the employer)
        - Prepaid wages
        - Payments to charitable organizations
        - Union dues when agreed to by the union (fines are not allowable)
    - All deductions must be an approved deduction. (If not on the approved list above, documentation giving employee's permission for the deduction must be on file.)
    - Non-standard deductions can be approved by the Division of Labor on a yearly basis. The Contractor must provide documentation along with the payroll when any approved non-standard deductions are in use.
- To assure that the payrolls are arithmetically correct, approximately 10% of the extensions on the first three payrolls shall be checked. The Contractor is to be advised of any violations noted on the labor payroll. All the errors are to be corrected by means of a supplementary payroll.
- All checking by the local agency shall be initialed by the checker.
- Final payrolls shall be marked "Final" or "Last Payroll."
- The local agency is to maintain a secure record of all payrolls.

25 POSTED NOTICES

The contractor shall meet the requirements outlined at http://epg.modot.org/index.php?title=Category:110_State_and_Federal_Wage_Rates_and_Other_Requir ements#Required_Notices_and_Posters. Adherence to these requirements is mandatory and will be inspected at the start of the job and every other month until the project is completed. The bulletin board should remain in good condition and display all the required posters.

26 PERMITS, EASEMENTS, RIGHT-OF-WAY AND PRIVATE PROPERTY ACCESS

Unless specifically stated otherwise, the easements and rights-of-way for the construction will be provided by the Owner. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans, and

shall use due care so as to cause the least possible damage to property. All work shall be completed within the right-of-way and easements.

All licenses, permits, certificates, etc., required for and in connection with the work to be performed under the provisions of these contract documents shall be secured by the Contractor entirely at his own expense.

The Contractor shall not park, store materials, or equipment, etc. off of the right-of-way or temporary construction easement without written permission from the property owner. A copy of such written permission shall be given to the Engineer. The Contractor shall be fully responsible for any damages to property. The Contractor shall use caution when working in the temporary easement area so as not to unnecessarily damage any existing features on the properties. At the completion of the project, areas of temporary easement shall be restored to a condition equivalent to prior to construction and a release signed by the property owners.

Construction activities may impact the private parking lot of the Regal Theater. Only single axle passenger vehicles will be allowed unless approved in writing by the Engineer. Parking lot condition will be documented prior to construction activity. The contractor will be required to repair any damages to the private parking lot. All cost for repairs will be the responsibility of the contractor at his own expense.

27 TRAFFIC MANAGEMENT SCHEDULE

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, hours traffic control will be in place, and work hours.

The Contractor shall notify the Engineer prior to lane closures or shifting traffic onto detours.

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

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.

Traffic Congestion:
The Contractor shall, upon approval of the Engineer, take proactive measures to reduce traffic congestion in the work zone.

28 TRAFFIC CONTROL PROVISIONS

Work Zone Traffic Management shall be in accordance with appropriate portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction 2016, and specifically as follows:

All signing and barricades shall conform to the current edition of the Manual on Traffic Control Devices published by the Federal Highway Administration, including any revisions thereto. Where Type III barricades are required, they shall be an 8-foot minimum rather than the 2-foot minimum shown in the Traffic Control Manual.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been reviewed by the Engineer. All traffic control devices shall be properly maintained for the project duration. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. When operations are performed in stages, there shall be in place only those devices that apply to the conditions present during the stage in progress.

Signs that do not apply to conditions present shall be removed, covered, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flaggers necessary to protect the work area and safeguard and direct traffic around the work.

The traffic control provisions called for on the Traffic Control Plans are the minimum requirements for traffic control and the Contractor shall implement additional measures as deemed appropriate by the Engineer. Cost of all traffic control measures used, including but not limited to flaggers, channelizer barrels, cones, barricades, flashers, and temporary striping requirements shall be considered covered by the contract amount for the pay items, CONSTRUCTION SIGNS AND MOVABLE BARRICADES. Upon failure of the Contractor to comply with any traffic control directive given by the Engineer, the Owner shall have the authority to cause said conditions to be corrected and to deduct the associated cost from any payment due, or which may become due, the Contractor.

The Contractor shall not begin a phase of the project that will detour or close the roadway to traffic until the Contractor has all materials necessary for that phase of the work delivered to the site or readily available to him, all necessary equipment and manpower readily available, and is prepared to perform the work with due diligence, so as not to impede traffic for an unnecessary amount of time.

The Contractor shall submit any variations or different concepts for the Traffic Control Plans to the Engineer in writing and drawing format. The variations will only be allowed if approved by the Design

Professional in writing. Failure to maintain the traffic management plan shall be grounds for the Engineer to issue a stop work order. No further work will be allowed on site until all requirements of the traffic management plan as shown in the plans are in place. The time that work is stopped will not be a basis for extension of the day count. The days for which work is stopped will count toward the days called for in the contract.

29 TRAFFIC SAFETY

Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) 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.

When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, 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 (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more

than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

30 SAFETY PROVISIONS

The Contractor shall be solely responsible for establishing and conducting a project safety program for the protection of the public and personnel employed by the Contractor and his subcontractor(s) on the project site or in the immediate vicinity of the work.

All costs incurred by the Contractor and his subcontractor(s) for establishment and maintenance of the Safety Program shall be considered completely covered by the total contract amount with no additional compensation being made for acquisition of safety equipment or performance of safety related procedures.

31 CONTRACTOR REPRESENTATIVE AND RESPONSIBILITIES

The Contractor shall have on the work site at all times, as the Contractor's agent, a competent individual who is capable of reading and thoroughly understanding the plans and specifications, has read the specifications, and is thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer. That individual shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such material, equipment, tools, labor and incidentals as may be required. That individual shall coordinate work with all subcontractors, utility companies, other Contractors in the area and any other coordination needed.

Failure of the Contractor to have the Contractor's agent on the work site when work is in progress will be grounds for the Engineer to issue a Stop Work Order. No further work will be allowed on site until the Contractor's agent is on the work site. The time that work is stopped will not be a basis for extension of the day count. The day that work is stopped will count toward the days called for in the contract.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer in every way possible.

The Contractor shall maintain one set of contract documents on the work site at all times.

32 CLEARING AND GRUBBING

Clearing and Grubbing shall be in accordance with Missouri Standard Specifications for Highway Construction Section 201 and shall be modified to include the following:

No tree or shrub in any Right of Way or Easement (Temporary or Permanent) shall be removed, trimmed or otherwise disturbed without the prior authorization by the Engineer. Such authorization will be given in the case of any tree or shrub within trench or other excavation limits where a thorough examination shows that the root structure is such that the construction cannot continue.

No tree or shrub outside the limits of any trench located on or across private property shall be removed without the prior written consent of the property owner (or legal representative of the property owner) of the lot or tract of land on which such tree or shrub is located.

The Contractor shall use every precaution to protect and prevent injury to trees and shrubs indicated to remain on or adjacent to the sites of the work, and he shall replace, at

his own cost and expense, each and every tree and shrub not authorized by the property owner for removal, which may be damaged or destroyed by him, his employees, or subcontractor.

Payment for Clearing and Grubbing will be made on a plan quantity basis at the unit price per lump sum for the bid item "CLEARING AND GRUBBING". All costs associated with clearing and grubbing of project area, waste sites, and borrow areas shall be considered completely covered by the bid item "CLEARING AND GRUBBING".

33 ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION

Roadway Excavation, Embankment and Compaction shall be in accordance with Missouri Standard Specifications for Highway Construction Section 203 and shall be modified to include the following:

All roadway excavation shall be unclassified. Payment for unclassified excavation will be made on a plan quantity or change order quantity basis, to the nearest cubic yard, at the contract unit price per cubic yard for bid item "EXCAVATION FOR ROADWAY – UNCLASSIFIED", and will be considered full compensation for:

- Excavating.
- Hauling any distance.
- Placing and forming embankments.
- Preparation of subgrade
- Shouldering, rounding slopes, obliterating existing roadbeds or temporary construction, finishing of graded earth roadway, picking up and disposing of field stone and other rock.
- Disposal of excess excavation, including provision of, mulching and seeding waste areas.

Payment for embankment and compaction will be made on a plan quantity or change order quantity basis, to the nearest cubic yard at the contract unit price per cubic yard for bid item "EMBANKMENT IN PLACE W/COMPACTION, and will be considered full compensation for:

- Transporting roadway excavation or stockpile material or furnishing, transporting and placing borrow material from a contractor provided source.
- Placing and forming embankments.
- Compacting embankment or for adding or reducing water content of the embankment.
- Any excavation required to provide embankment material, including mulching and seeding a borrow site.
- Any work noted on the plans to be included in the contract unit price for embankment inplace.

The Contractor shall be responsible for disposal of all excavated waste and unsuitable materials in accordance with all applicable Federal, State, and local ordinances. (See Procedures for Environmental Clearance of Borrow Sites and Other Disturbed Areas Outside of Right-of-Way.) This shall include any stockpiles of utility spoils along the project. The Contractor shall provide the Engineer with copies of all necessary environmental clearances for any location which he intends to use to place such waste material. Disposal shall be considered incidental to the

project and no additional payment will be made for compliance with this special provision. This includes, but is not limited to, procurement of all necessary environmental clearances for any proposed waste sites, loading, unloading, and hauling off of waste material, placement of waste material, and restoration of waste site after use, including seeding and mulching the waste area. Submittal for these clearances shall be considered incidental to construction and no direct payment will be made. An adjustment to the contract time will be considered for any delay caused by receiving the required clearances, but will not be a basis for additional compensation.

Embankment shall be constructed in accordance with this Specification. This work shall consist of constructing the required embankment from suitable material excavated on site or borrow materials obtained from sources selected by the contractor and approved by the Engineer. This work shall be performed in conformance with the lines, grades and typical sections shown on the plans.

Prior to beginning excavation and embankment operations, clearing, grubbing and stripping shall be performed in that area. The existing asphalt driving surface and aggregate base (or existing gravel surface) shall be scarified and completely broken up to a minimum depth of at least six inches the full project length. Existing slopes steeper than 3 horizontal to 1 vertical will be cut and benched as indicated on the plans or as directed by the Engineer. In areas in which less than 24" of compacted fill is to be placed over the old roadbed, the scarified pavement will be removed or redistributed in areas where more than 24" of fill will be placed.

The scarified material, existing subgrade and embankment in place shall be compacted using a sheepsfoot roller of sufficient weight and number of passes being made until no pumping is observed. The Engineer shall observe the contractor Proof Rolling the subgrade as defined later in this specification. The Contractor shall endeavor to maintain the exposed subgrade in good condition, primarily by means of providing for proper drainage of the roadbed. If, through negligence on the part of the Contractor, the exposed subgrade degrades and becomes unsuitable, the Contractor, at his own expense, shall perform stabilization measures to eliminate soft spots, pumping, etc.

Embankment Material shall be clayey soils containing high chert content, obtained from sources selected by the Contractor and meeting with the approval of the Engineer.

The contractor shall submit soil test results from an independent soil testing laboratory demonstrating that the proposed borrow material is suitable for roadway fill and giving a standard Proctor density curve. Embankment and Borrow material shall have characteristics generally as follows:

Liquid Limit <50
Plasticity Index <20
Maximum Density >=90 pcf
Optimum Moisture 10-20%
California Bearing Ratio >=6

The contractor shall endeavor to maintain the completed embankment in good condition, primarily by means of providing for proper drainage of the roadbed and repair of equipment rutting. If, through negligence on the part of the Contractor, the embankment degrades and becomes unsuitable, the Contractor, at his own expense, shall perform corrective measures consisting of removal and replacement of a depth of embankment

sufficient to restore the embankment to good condition, i.e., eliminate soft spots, pumping, etc.

Placement of roadway embankment shall be in layers not exceeding 8 inches, an uncompacted measurement, and shall be compacted as specified before the next layer is placed. The layers shall be placed approximately parallel to both the proposed profile grade and to the finished roadbed. Effective spreading equipment shall be used on each lift to obtain uniform thickness prior to compacting.
Continuous leveling and manipulating will be required during compacting operations.

Occasional stones or rock fragments exceeding the thickness of the 8 inch layer shall be disposed of by being incorporated in the embankment outside the limits of the proposed surfaced traffic lanes. The thickness of the layer in these areas may be increased if necessary to accommodate the stones, but shall not exceed 12 inches, an uncompacted measurement.

Compaction of embankment on each layer shall consist of distributing all equipment movements over the entire embankment area and of at least three complete passes with a tamping-type roller. The tamping- type roller shall have tampers or feet projecting no less than 6 inches from the surface of the drum and shall have a minimum load on each tamper of 250 psi of tamping area. Compactive efforts shall be continued, if necessary, until the tamping feet perpetrate no more than 2 inches into the layer of material being compacted. Continuous leveling and manipulating will be required during compacting operations and the moisture content shall be adjusted as necessary to permit proper consolidation.

Proof Rolling shall be used when verifying the stability and uniformity of the subgrade. This procedure shall be performed in the presence of the Engineer or its designee.

- Use a test roller conforming to the following:
    - Tandem axle, dual wheel dump truck.
    - Tire pressure shall be no less than 90 percent of the manufacturer's recommended maximum inflation.
    - The minimum gross weight of the load truck shall be 60,000 pounds (30 ton). A weigh slip shall be provided, showing total weight, front axle weight and rear axle weight.
- Procedure.
    - Operate equipment at a rate not to exceed 3 to 5 mph or a comfortable walking pace. Adjust the speed to allow the Inspector to measure any deflections and/or areas of rutting.
    - Operate proof roller in a pattern so that all affected areas are loaded with at least one pass.

- After proof rolling, check the subgrade for conformance to the plans, and correct all surface irregularities. Re-shape the subgrade within tolerances.

- Evaluation.

  - Rutting up to 1 inch is acceptable. Rutting in excess of 1 inch shall be considered a failure and will require that the soil be reworked and compacted to the required density.

  - Deflection (pumping) up to 1 inch is acceptable. Deflection in excess of 1 inch but more than 2 inches shall be acceptable if there is not substantial cracking or lateral movement of the soil. Deflection in excess of 2 inches shall be considered failure, and will require that the soil be reworked and compacted to the required density.

  - When remedial work is performed new test roll shall be performed upon completion of the work.

34 EMBANKMENT PROTECTION

Embankment Protection shall be in accordance with Missouri Standard Specifications for Highway Construction Section 611 and shall be modified to include the following:

Payment for embankment protection will be made on a plan quantity basis and at the unit price per cubic yard for the bid item "TYPE 2 ROCK BLANKET". All costs associated with furnishing the material, securing the source, quarrying, excavating, breaking and hauling the material to the job site, placement of the material, filter fabric and placement thereof, any excavation, backfilling, or subgrade preparation that may be required, and other work associated with placing the "TYPE 2 ROCK BLANKET" shall be considered completely covered by the bid item "TYPE 2 ROCK BLANKET".

35. WOVEN WIRE AND/OR BARBED WIRE FENCE

Fencing shall be in accordance ith Missouri Standard Specifications for Highway Construction Section 710 and shall be modified to include the following:

This work shall consist of furnishing and erecting woven wire and/or barbed wire fence, complete in place, in conformity with the plans, and at locations as shown on the plans, or established by the Engineer. This bid item shall also include removal of the existing fence and posts.

Generally, fencing shall consist of the following materials:

- Steel line post (4" dia X 6'-0") or T-post @ 10' on center.
- 5 strand, 4 point barbed wire, 12 gauge.
- Zinc-coated or aluminum-coated woven wire fabric equal to or exceeding existing material.
- Steel corner posts, 5" dia. @ top x 10'-0"
- Steel brace posts, 2" dia. @ top x 10'-0"
- Fabricated steel braces.
- Brace wire, #9 gauge tension wire.
- Heavy duty tubular steel gate.

All fencing shall be subject to visual inspection by the Engineer and shall meet with his approval prior to final acceptance.

Posts shall be set plumb, true to line and grade. Corner post assemblies shall be set at all horizontal angle points greater than 15 degrees in the line of fence. Pull post assemblies shall be set at all vertical angle points greater than 15 degrees but at not greater than 660 feet intervals. Corner post shall have a minimum embedment length of 5-feet into the ground.

Walk gates and drive gates complete with hinges, latches, braces, stops and locking devices shall be installed at locations shown on the plans. They shall be of the type and size shown on the plans.

Final measurement will not be made except for authorized changes during construction which significantly change the contract quantity or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity. Any changes must be approved in writing by the Engineer prior to work being performed.

Payment will be made on a plan quantity basis at the unit price per lineal foot for the bid item "FENCING". All costs associated with fencing including materials, excavating for posts, backfilling, clearing of fence row, trenching for fabric, placing extra strands of barbed wire for depressions, and all other incidental work or material shall be considered completely covered by the bid item "FENCING".

Payment will be made on a plan quantity basis at the unit price per each for the bid item "GATES". All costs associated with gates shall be considered completely covered by the bid item "GATES"

36. POLLUTION, EROSION AND SEDIMENT CONTROL

Pollution, erosion and sediment control shall be in accordance with Missouri Standard Specifications for Highway Construction Section 806 and shall be modified to include the following:

Payment for rock ditch checks will be made on a plan quantity basis and at the unit price per each for bid item "ROCK DITCH CHECKS". All costs associated with constructing, maintaining, and repairing the rock ditch check shall be considered completely covered by the bid item "ROCK DITCH CHECKS".

37. REMOVALS FOR BRIDGE STRUCTURES

Removals for Bridge Structures shall be in accordance with Missouri Standard Specifications for Highway Construction Section 216 and shall be modified to include the following:

Payment for removals of bridge structures will be made on a plan quantity basis and at the unit price per lump sum for bid item "REMOVAL OF EXISTING STRUCTURE". All costs associated with removing the existing bridge structures shall be considered completely covered by the bid item "REMOVAL OF EXISTING STRUCTURE".

38. EXCAVATION FOR STRUCTURES

Excavation for Structures shall be in accordance with Missouri Standard Specifications for Highway Construction Section 206 and shall be modified to include the following:

This work shall consist of the necessary excavating for the foundations of all structures, the shaping and clearing of the upstream and downstream banks in the vicinity of the structure, the removing and the disposing of all excavated material, the backfilling around the completed structures, and all related works. Limits of the channel work are shown on the plans. Payment will be made on a plan quantity basis at the unit prices per lump sum for the bid item "EXCAVATION FOR STRUCTURE - UNCLASSIFIED".

39. LOAD-BEARING PILES

Load bearing piles shall be in accordance with Missouri Standard Specifications for Highway Construction Section 702 and shall be modified to include the following:

No additional payments will be made for splicing piles and pile point reinforcement. Payment for load bearing piles will be made on an installed quantity basis and at the unit price per linear foot for the bid item "STRUCTURAL STEEL PILING (HP 10X42)". All costs associated with load bearing piles shall be considered completely covered by the bid item "STRUCTURAL STEEL PILING (HP 10X42)".

40. BEARING PADS FOR STRUCTURES

Bearing pads for structures shall be in accordance with Missouri Standard Specifications for Highway Construction Section 1038 and shall be modified to include the following:

Payment for bearing pads for structures will be made on a plan quantity basis and at the unit price per each for bid item "LAMINATED BEARING PADS". All costs associated with materials, labor, and equipment needed to furnish and install bearing pads shall be considered completely covered by the bid item "LAMINATED BEARING PADS".

41 REINFORCING STEEL FOR CONCRETE STRUCTURES

Reinforcing steel for concrete structures shall be in accordance with Missouri Standard Specifications for Highway Construction Section 706 and shall be modified to include the following:

Prior to approval and use of the material, the Contractor shall furnish manufacturer's certifications, which state that the material supplied conforms to all of the requirements of these specifications. The certifications shall include, or have attached, specific results of laboratory tests for specified physical and chemical properties as determined from samples representative of the material. The Engineer reserves the right to sample and test any material. Acceptance will be based on certification, visual inspection, and the results of any tests the Engineer may perform.

Four sets of shop drawings shall be submitted to the Engineer for review and approval. Accuracy of the shop drawings is the responsibility of the fabricator. The approval will cover only the general design features, and in no case shall this approval be considered to cover errors or omission in the shop drawings.

Payment will be made on a plan quantity basis at the unit prices per pound for the bid items "REINFORCING STEEL (SUBSTRUCTURE)" and "REINFORCING STEEL (SUPERSTRUCTURE)".

42. EPOXY COATED REINFORCING STEEL

Epoxy coated reinforcing steel shall be in accordance with Missouri Standard Specifications for Highway Construction Section 710 and shall be modified to include the following:

No direct payment shall be made for made for epoxy coated reinforcing steel and shall be incidental to bid items, "REINFORCING STEEL (SUBSTRUCTURE)" and "REINFORCING STEEL (SUPERSTRUCTURE)", respectively.

43. CONCRETE MASONRY CONSTRUCTION

Concrete Masonry Construction shall be in accordance with Missouri Standard Specifications for Highway Construction Section 703 and shall be modified to include the following:

Prior to approval and use of the material, the Contractor shall furnish manufacturer's certifications, which state that the material supplied conforms to all of the requirements of these specifications. The certifications shall include, or have attached, specific results of laboratory tests for specified physical and chemical properties as determined from samples representative of the material. The Engineer reserves the right to sample and test any material. Acceptance will be based on the certification, visual inspection, and the results of any tests the Engineer may perform.

The Contractor shall be solely responsible to supply concrete that conforms to the requirements of these specifications. The proportions of ingredients shall be such as to produce a mixture which will work readily into the corners of the forms and around reinforcement by the methods of placing and consolidation employed in the work, but without permitting the materials to segregate or excessive free water to collect on the surface. The mixing procedures and proportions of ingredients shall be determined by the Contractor and shall produce the proper placeability, durability, strength and other required properties.

The Contractor shall notify the Engineer in writing of the source and proportions of the mixture he proposes to furnish. The statement shall include the following:

- The types and sources of aggregates.
- Type and source of cement.
- Scale weights of each aggregate proposed as pounds per cubic yard of concrete.
- Quantity of water proposed as pounds or gallons per cubic yard concrete.
- Quantity of cement proposed as sacks per cubic yard of concrete. If the cement is to be measured by the sack, the weight per sack shall be shown.
- The type and quantity of air entrainment admixture.

The maximum slump requirement shall not be intentionally exceeded. An occasional deviation may be permitted if it will not seriously affect the strength and serviceability of the concrete. The Design Professional will make the determination if the concrete is acceptable and is allowed to remain in place. This determination will be based on visual inspection of the finished product and compressive strength specimen test results. In the event that the concrete is allowed to remain in place, the Design Professional will document the basis of acceptance by contract modifications which may provide for an appropriate adjustment in the contract price of such work.

The Contractor shall provide and maintain for the sole use of the Engineer adequate facilities for safe storage and proper curing of concrete test specimens on the project site for the first 24 hours.

The concrete supplier shall furnish with each load of concrete a certification which states that approved materials meeting the requirements of these specifications have been proportioned and mixed in accordance with the contract requirements. The supplier shall state in the certification the class of concrete being furnished, necessary project identification and the date. The concrete will be subject to acceptance or rejection by visual inspection at the job site.

44. BLASTING

No blasting will be permitted for this project.

45. PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support and maintain any underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of this contract, together with all trees and shrubs in yards adjacent to the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement. All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials confirming to the requirement of these specifications, or if not specified, as approved by the Engineer, at this Contractor's expense.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

No fence outside of the right-of-way or easement limits shall be removed without the prior written consent of the property owner of the lot or tract of land on which such fence is located. A copy of such written permission shall be given to the Engineer. Any damage or disturbance to any item, whether publically or privately owned, which is not noted to be disturbed shall be fixed or replaced to the satisfaction of the Owner and the Engineer at the Contractor's expense.

46. GEOTEXTILE CONSTRUCTION

Geotextile construction shall be in accordance with Missouri Standard Specifications for Highway Construction Section 624 and shall be modified to include the following:

There will be no direct measurement or payment for filter fabric as it shall be considered incidental to the items with which it is used.

47. SITE DRAINAGE

The Contractor shall be responsible for maintaining the site in a free draining condition such that water does not pond. The Contractor shall not construct cuts, embankments, ditches, etc., until provisions for drainage are in place. The Contractor may construct temporary ditches, berms, place temporary pipes, use pumps, etc., to facilitate draining the site. The Contractor shall schedule his work in a manner to meet these requirements. There will be no direct payment for any additional cost for complying with this requirement as it shall be considered incidental to the contract.

48. TOILET FACILITY LOCATIONS

The Contractor shall provide portable toilets at a minimum of one location on the project, to be placed near the majority of the work in progress. No direct payment will be made for furnishing and maintaining toilet facilities.

49. CONSTRUCTION SITE CLEANUP

Cleanup shall follow immediately after and at the same rate as construction. Cleanup shall not be delayed until the entire project is finished. Contractor shall clean all right-of-way and easement areas that were disturbed or occupied by him in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc. shall be removed and the area left in a neat and presentable condition. If at any time during construction the Engineer determines that cleanup is not being accomplished, the Engineer may direct that no additional work be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed. There will be no direct payment for construction site cleanup as it shall be considered completely covered by the total contract amount.

50. TAX EXEMPT

This project will be tax exempt. The Owner will furnish the necessary information for this project to be considered tax exempt.

51. ACCESS

The road will be closed for the duration of the project. The Contractor shall coordinate with local law enforcement, emergency services, schools, etc. to ensure that the public is aware that the road will be closed for the duration of construction. A letter confirming that all actions were taken to ensure the public
was aware shall then be submitted to the Engineer prior to proceeding with construction.

52. TREE TRIMMING

It shall be the Contractor's responsibility to trim trees as required at no additional cost to the project. The Contractor shall trim the trees that are noted on the plans to be trimmed and those that are found to be in need of trimming during construction.

The Contractor shall trim all trees on the project so as to provide the minimum clearance as indicated in the plans. If adjustments to driveways cause clearance to be less than that shown in the plans, the Contractor shall trim these trees also.

The Contractor shall use the Guide Lines laid out in the "Grounds for Gardening a Horticultural Guide", by the University of Missouri-Columbia extension division and the Natural Target provided by Missouri Department of Conservation to trim the trees. These documents are attached as an Exhibit to these special provisions - TREE TRIMMING SPECIAL PROVISIONS. There shall be no direct payment for compliance

with this special provision as this work shall be considered incidental to and completely covered by other bid items.

53. PLANT MIX BITUMINOUS PAVEMENT

A commercial mix asphalt shall be used which will meet all the requirements of Sec. 401 of the MoDOT Standard Specifications. Aggregate Gradation for BP-2 mix as outlined in Sec. 401 of the MoDOT Standard Specifications shall be used. The accepted quantity of plant mix bituminous pavement will be paid for at the contract unit price for each of the pay items included in the contract.

54. SAW CUTS

Saw cuts shall be performed at the transition between all new pavement and existing pavement whether or not so labeled on the plans. This includes asphalt and concrete surfacing. Saw cuts shall be full depth. The saw cuts shall include, but not be limited to, ends of project, side streets, driveways, sidewalks, and locations noted on the plans. Saw cuts shall be considered incidental to other work and shall not be paid for directly.

55. SIDEWALKS AND RAMPS

This work shall consist of the construction of sidewalks and ramps in accordance with the Plans and the Standard Specifications. Measurement of sidewalk shall be to the nearest linear foot measured along the centerline of the sidewalk and shall include all typical running sidewalk and shall be paid for at the contract unit price for CONCRETE SIDEWALK, 4" THICK, according to the width of sidewalk as indicated on the plans. The concrete apron drive entrances shall not be included in the measurement of CONCRETE SIDEWALK, 4" THICK but shall be measured to the nearest square yard and paid for as CONCRETE SIDEWALK AND DRIVEWAYS, 8" THICK according to the thickness of the apron as indicated on the plans. Sidewalk ramps at drive entrances and street intersections shall not be included in the measurement of CONCRETE SIDEWALK but shall be paid for as ADA RAMPS, EACH. The area of the sidewalk ramp will extend to the edge of pavement line.

A preformed, vitrified polymer composite cast-in-place YELLOW tile shall be installed in the ramp. The tiles shall be placed according to the manufacturer's recommendations. The edges of the tile shall be flush with the surface of the surrounding ramp. Prior to installation of the tile, shop drawings and/or certifications must be approved in writing by the Engineer.

Four (4) inches of Type I Aggregate Base shall be placed under the new sidewalk and ramps and shall extend six (6) inches out from the edges of the sidewalk or ramp. This aggregate base shall be compacted to 95 percent of the maximum density as determined by the Standard Proctor test. There shall be no direct payment for this aggregate base and the compaction thereof, as it will be considered completely covered by the bid item with which it is associated (e.g. CONCRETE SIDEWALK).

This work shall include all materials, including aggregate base, equipment, subgrade preparation and compaction to 95 percent of the maximum density as determined by a Standard Proctor Compaction test necessary to construct concrete sidewalks and sidewalk ramps.

Concrete for sidewalks shall be a MoDOT Class B1 mix with:

- 28-day compressive strength of 4,000 psi
- Air Entrainment of 5%-7%
- Maximum slump of 4"

56. STORM WATER SYSTEM

Storm drains shall be constructed in accordance with the provisions of the MoDOT Standard Specifications with the exception that payment for storm drain items shall cover all labor, material, excavation, bedding, backfill, etc., required to construct the finished storm drains. This shall include any connections to existing pipes, inlets, or box culverts as indicated on the plans or as necessary to construct the finished system in place. No direct payment will be made for any such connections, materials, including but not limited to pipe collars, pipe bends, etc., or any work associated with such connections as it shall be considered incidental to the installation of other storm water items.

Manhole steps shall be provided in all storm drain structures on the back side of the inlet. This includes, but is not limited to, drop inlets, junction boxes and area inlets.

Where storm drain excavation may impair the stability of utility poles, sign posts, underground utilities, etc., the Contractor shall take measures to brace and support such items until the trench has been backfilled. Trench backfill near such utilities shall be placed in 6 inch lifts and compacted using mechanical tampers to 95% of standard proctor maximum density.

The Contractor shall use 5/8" to 3/4" clean crushed gravel backfill or flowable backfill in all trenches under the pavement and curbs and at locations designated elsewhere in the contract, or in the plans. There shall be no direct payment for materials, labor, etc. necessary to provide this backfill in place as it shall be considered incidental to other items.

At the completion of the project, prior to acceptance, the Contractor shall clean out all new storm drain structures and pipes and all existing storm drain structures and pipes connected to the new system. These shall be cleaned free of silt, mud, debris, etc. and the material disposed of in a manner acceptable to the Engineer. No direct payment will be made for any of this cleaning work.

57. MAILBOX RELOCATION

Mail delivery must be maintained at all times. It shall be the Contractor's responsibility to provide this access and to relocate any mailboxes as required at no additional cost to their project. If mailboxes have to be temporarily relocated, the Contractor shall contact the post office prior to removal for specific location and instructions. Replacement of mailboxes to their original location shall be with all new posts and in accordance with postal regulations. Mailboxes which have been damaged during the project duration shall be replaced by the Contractor. No direct payment will be provided for mailbox removal or replacement.

58. LIME AND FERTILIZER

Lime and Fertilizer shall be in accordance with Missouri Standard Specifications for Highway Construction Section 801 and shall be modified to include the following:

Lime and fertilizer application rates are as follows:

Soil Neutralization:
The rate of application of effective neutralizing material shall be 1200 lbs. per acre.

Commercial Fertilizer:
In accordance with Section 801.2.3, the following fertilizer shall be applied at the rate specified:

Nitrogen (N) 80 lbs. per acre Phosphoric Acid (P205) 80 lbs. per acre Potash (K20) 8(

Payment will be made on a plan quantity basis at the unit price per acre for the bid item "FERTILIZING AND SEEDING". All costs associated with fertilizing and seeding shall be considered completely covered by the bid item "FERTILIZING AND SEEDING".

59. SEEDING

Seeding shall be in accordance with Missouri Standard Specifications for Highway Construction Section 805 and shall be modified to include the following:

This work shall consist of preparing, liming and fertilizing the seed bed, and furnishing and sowing the specified seed mixture and mulching. The seed mixture shall be applied at a rate specified elsewhere in this contract.

It shall be the responsibility of the Contractor to notify the Engineer a minimum of 24 hours prior to beginning any final seeding operation. If such operations are to be performed on a Saturday, Sunday, or Monday, notification must be made to the Engineer by 12:00 PM of the preceding Friday. The Contractor shall receive approval from the Design Professional of each area to be seeded prior to beginning any seeding activity. The lack of observation or inspection by the Engineer shall not relieve the Contractor of the responsibility to construct the project according to the plans and specifications. Any work performed or materials used without authorization by the Design Professional may be ordered removed and replaced at the Contractor's expense.

The following seed mixtures shall be applied at the locations and rates specified:

TYPICAL MIX – For all land between Right of Way lines and temporary construction easement.

Mixture Rate		
Perennial Rye Grass	60%	120 lbs/acre
Red Fescue	30%	60 lbs/acre
Red Clover	10%	20 lbs/acre
TOTAL	100%	200 lbs/acre

**Must be seeded by the Broadcast and Roll method.

Payment will be made on a plan quantity basis at the unit price per acre for the bid item "FERTILIZING AND SEEDING". All costs associated with fertilizing and seeding shall be considered completely covered by the bid item "FERTILIZING AND SEEDING".

60. VEGETATIVE MULCH AND MULCH OVERSPRAY

Mulching shall be in accordance with Missouri Standard Specifications for Highway Construction Section 802 and shall be modified to include the following:

Payment will be made on a plan quantity basis at the unit price per acre for the bid item "VEGETATIVE MULCH AND MULCH OVERSPRAY". All costs associated with furnishing and placing vegetative mulch and mulch overspray shall be considered

completely covered by the bid item "VEGETATIVE MULCH AND MULCH OVERSPRAY".

61. HIGHWAY SIGNING

Highway signing shall be in accordance with Missouri Standard Specifications for Highway Construction Section 903 and shall be modified to include the following:

Sign posts shall be 14 gauge, nominal 2-3/8 inch diameter triple galvanized steel with sign attachment brackets and clamps meeting the approval of the Engineer and shall be set in 30" of concrete.

Existing signs and posts that are removed shall be delivered by the Contractor to the County Courthouse.

Payment will be made on a plan quantity basis at the unit price per each for the bid item "NEW ROADWAY SIGNS". All costs associated with highway signing shall be considered completely covered by the bid item "NEW ROADWAY SIGNS".

62. LIQUIDATED DAMAGES SPECIFIED

If the project is not complete and open to traffic prior to the time allowed for completion as given elsewhere in the contract documents, the Owner, the traveling public, state and local Law Enforcement, Emergency Responders, and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, 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 as specified elsewhere in the contract documents for each day that the project is not complete and open to traffic.

The said liquidated damages 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.

63. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES

- 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.

- ADA Checklist. The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

http://www.modot.mo.gov/business/contractor_resources/forms.htm

63.2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the Owner'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. 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.

- It is encouraged that the contractor monitors 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-complaint items to remain.

- Coordination of Construction.

63.3.1 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 complaint 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.

- 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.
- 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.

64. FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES

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-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint 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.

64.4.1 Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

- 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.

64.5.1 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.

65. <u>CONTRACTOR FURNISHED BORROW</u>

This article provides guidelines for obtaining environmental clearance for disturbed areas such as:

Borrow Sites, Haul Roads, Burn Pits, Staging Areas and Spoil Sites at project-specific locations.

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

127.27.1 The Endangered Species Act

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

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

Missouri Department of Conservation (MDC) Planning Division
P.O. Box 180

Jefferson City MO 65102-0180
Telephone Number (573) 751-4115 or FAX (573) 751-4495

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

- **Floodplain/Regulatory Floodway**

  An evaluation of floodplain impacts is mandated by Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines. When available, flood hazard boundary maps (National Flood Insurance Program) and flood insurance studies for the project area are used to determine the limits of the base (100-year) floodplain and the extent of encroachment. The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100-year) flood as the flood having a one percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The regulatory floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-year flood discharge can be conveyed without increasing the base flood elevation more than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues floodplain development permits. In the case of projects proposed within regulatory floodways, a "No-Rise" Certification, if applicable, should be obtained prior to issuance of a permit.

  Questions regarding floodplain and regulatory floodway should be addressed to:

SEMA

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

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

- **Federal Emergency Management Agency (FEMA) Buyout Lands**

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

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

- **Farmland Protection**

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

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

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

127.27.5 **Wetlands**

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

To determine whether wetlands occur on a site, contact the USDA, NRCS. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available from county NRCS offices, usually located in the county seat. For all other non-farmland sites, consult the US Fish and

Wildlife Service's Wetlands Map. If wetlands are identified on Food Security Act wetland maps, a site visit may be needed to confirm the location of wetlands. If there are no wetland impacts, no other action need be taken.

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

- **Water Quality/Land Disturbance**

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

- **Hazardous Waste Sites**

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

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

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

Examine any noticeable contamination in the form of surface staining, oil sheen, odors, stressed vegetation, spills, leaks, illegal dumping, etc.
Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.
Consult with local and state (Missouri Department of Natural Resources, Hazardous Waste Program, 573-751-3176) environmental regulatory agencies to identify if any past problems (complaints, citations, etc.) have occurred at the site, if any permits/licenses have been filed for the site, or if enforcement actions have occurred.

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

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

- **Historic Preservation**

All jobs requiring environmental clearance for historic preservation (archaeological sites, buildings, and structures) must be reviewed and approved by the State Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources, a "Section 106 Project Information Form" must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of any structures that will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the SHPO website or requested from the SHPO by telephone, (573) 751-7858, or mail:
Missouri Department of Natural Resources State Historic Preservation Office
Attn: Section 106 Review
P.O. Box 176
Jefferson City, MO, 65102-0176

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

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

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

66. FINAL ACCEPTANCE AND PAYMENT

If the final documents are not completed and ready for project closeout, within 60 calendar days of final acceptance of the project, the Contractor shall pay to the Contracting Authority the amount specified as liquidated damages and as a penalty for each Calendar Day until the final payment documents are completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due to the Contractor. Final documentation shall include but not be limited to the following:

- An affidavit, on the form prescribed by the Contracting Authority, to the effect that all payments have been made and all claims have been released for all material, labor and other items covered by the contract bond.
- A Certification, on the form prescribed by the Contracting Authority, showing the actual final DBE participation on the project including name of DBE, type of work and amount paid to each DBE firm.
- An affidavit, on the form prescribed by the Contracting Authority, to the effect that all workers have been paid in compliance with prevailing wage requirements within the contract.
- Any other documents that may be required by the contract.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

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

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, national origin, age or disability. The following procedures shall be followed:

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency 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, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

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

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

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

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

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

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

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

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

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 $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

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

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

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

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

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Federal Aid Provisions

December 1980

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

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.

July 1986

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

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation which this contract resulted.

b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;

c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes;

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):
(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
(iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance

by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contact resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file or the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the

contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.

i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor

community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, 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

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

(b) Contracts and subcontracts for indefinite quantities. With respect to contracts and subcontracts for indefinite quantities (including, but not limited to, open end contracts, requirement-type contracts, Federal supply Schedule contracts, "cal-type" contracts, and purchase notice agreements), the equal opportunity clause shall be included unless the purchaser has reason to believe that the amount to be ordered in any year under such contract will not exceed $10,000. The applicability of the equal opportunity clause shall be determined by the purchaser at the time of award for the first year, and annually thereafter for succeeding years, if any. Notwithstanding the above, the equal opportunity clause shall be applied to such contract whenever the amount of a single order exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract shall continue to be subject to such clause for its duration, regardless of the amounts ordered, or reasonably expected to be ordered in any year.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

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
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		$23.15
Boilermaker		$22.74*
Bricklayer		$22.74*
Carpenter		$41.96
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		$22.74*
Plasterer		
Communications Technician		$22.74*
Electrician (Inside Wireman)		$42.26
Electrician Outside Lineman		$42.28
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		$22.74*
Glazier		$22.74*
Ironworker		$59.62
Laborer		$33.90
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		$22.74*
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		$22.74*
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		$33.52
Plumber		$45.73
Pipe Fitter		
Roofer		$37.21
Sheet Metal Worker		$44.80
Sprinkler Fitter		$22.74*
Truck Driver		$22.74*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		$22.74*
Millwright		
Pile Driver		
Electrician (Outside Lineman)		$40.08
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		$38.59
General Laborer		
Skilled Laborer		
Operating Engineer		$44.88
Group I		
Group II		
Group III		
Group IV		
Truck Driver		$22.74*
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 less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

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.

"General Decision Number: MO20190001 11/08/2019

Superseded General Decision Number: MO20180001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 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 calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/15/2019
2	03/08/2019
3	03/22/2019
4	04/12/2019
5	05/10/2019
6	05/24/2019
7	06/07/2019
8	06/21/2019
9	07/05/2019
10	07/19/2019
11	09/20/2019
12	09/27/2019
13	10/04/2019
14	10/25/2019
15	11/01/2019
16	11/08/2019

CARP0002-002 05/01/2019

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	$ 38.02	17.77

CARP0005-006 05/03/2015

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	$ 36.34	15.55
MILLWRIGHTS & PILEDRIVERS...	$ 36.34	15.55

CARP0011-001 05/01/2019

	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	$ 32.28	17.77
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL,DAVIESS, DEKALB,GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY,ST. CLAIR, SALINE AND WORTH COUNTIES	$ 30.76	17.77
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	$ 32.29	17.77
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY,JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	$ 30.36	17.77
BENTON, MORGAN AND PETTIS..	$ 30.81	17.77
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES	$ 32.14	17.77
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES	$ 31.49	17.77
CARTER, HOWELL, OREGON AND		

RIPLEY COUNTIES.....$ 31.09 17.77

CRAWFORD, DENT, GASCONADE,

IRON, MADISON, MARIES,

MONTGOMERY, PHELPS,

PULASKI, REYNOLDS, SHANNON

AND TEXAS COUNTIES.....$ 32.13 17.77

FRANKLIN COUNTY.....$ 35.56 17.77

JEFFERSON AND ST. CHARLES

COUNTIES.....$ 38.02 17.77

LINCOLN COUNTY.....$ 34.00 17.77

PIKE, ST. FRANCOIS AND

WASHINGTON COUNTIES.....$ 32.92 17.77

WARREN COUNTY.....$ 34.44 17.77

ELEC0001-002 06/03/2018

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.....$	38.12	15.60

ELEC0002-001 09/01/2018

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.....	$ 39.50	19.96
Groundman & Truck Driver....	$ 30.36	16.67
Lineman & Cable Splicer.....	$ 45.90	22.27

ELEC0053-004 09/02/2018

	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.....	$ 31.56	14.90
Groundman.....	$ 29.46	14.29
Lineman Operator.....	$ 42.24	18.00
Lineman.....	$ 45.70	19.00
Line Construction; (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY AND SALINE COUNTIES)		
Groundman Powderman.....	$ 31.56	14.90
Groundman.....	$ 29.46	14.29
Lineman Operator.....	$ 42.24	18.00
Lineman.....	$ 45.70	19.00

ELEC0095-001 06/01/2017

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON,

ST CLAIR, AND VERNON COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers	$ 25.40	12.19
Electricians	$ 26.79	13.86

ELEC0124-007 08/26/2019

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

	Rates	Fringes
Electricians	$ 40.79	22.92

ELEC0257-003 03/01/2019

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	$ 33.25	18.18

ELEC0350-002 12/01/2018

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.....$ 31.50 17.20

ELEC0453-001 09/01/2019

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS,		
DOUGLAS, GREENE, HICKORY,		
HOWELL, LACLEDE, OREGON,		
OZARK, POLK, SHANNON,		
WEBSTER and WRIGHT COUNTIES.	$ 27.88	14.99
PULASKI and TEXAS COUNTIES..	$ 32.53	15.46
STONE and TANEY COUNTIES....	$ 23.67	14.17

ELEC0545-003 06/01/2019

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

	Rates	Fringes
Electricians:.....	$ 32.00	17.30

ELEC0702-004 01/01/2019

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

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	$ 29.48	14.55
Groundman-Equipment		
Operator Class II (all		
other equipment).....	$ 37.35	16.83

Heavy-Equipment Operator
Class I (all crawler type
equipment D-4 and larger)...$ 42.59 18.35
Lineman.....$ 51.88 21.04

ENGI0101-001 05/01/2016

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	$ 33.38	15.92
GROUP 2	$ 32.98	15.92
GROUP 3	$ 30.98	15.92

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 04/01/2018

CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 36.22	17.99
GROUP 2	$ 35.18	17.99
GROUP 3	$ 30.71	17.99
GROUP 4	$ 34.06	17.99

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 05/01/2016

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	$ 30.82	13.30
GROUP 2	$ 29.88	13.30
GROUP 3	$ 30.27	13.30
GROUP 4	$ 28.22	13.30

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 05/06/2019

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

	Rates	Fringes

Power equipment operators:

GROUP 1.....	$ 34.36	27.36
GROUP 2.....	$ 34.36	27.36
GROUP 3.....	$ 33.06	27.36
GROUP 4.....	$ 32.61	27.36

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 05/01/2019

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 29.69	27.16
GROUP 2	$ 29.34	27.16
GROUP 3	$ 29.14	27.16
GROUP 4	$ 25.49	27.16

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 05/06/2019

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 34.36	27.36
GROUP 2	$ 34.36	27.36
GROUP 3	$ 33.06	27.36
GROUP 4	$ 32.61	27.36

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 04/01/2019

	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	$ 30.55	30.44
ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, SALINE, AND RAY COUNTIES	$ 33.55	30.44

IRON0321-002 09/01/2019

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker	$ 21.10	19.01

IRON0396-004 08/07/2019

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	$ 34.91	27.36

IRON0396-009 08/07/2019

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	$ 30.44	27.36

IRON0577-005 06/01/2019

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

	Rates	Fringes
Ironworker	$ 26.60	24.00

IRON0584-004 06/01/2019

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

	Rates	Fringes
Ironworkers:	$ 26.00	15.35

IRON0782-003 05/01/2019

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	$ 31.63	24.27
All Other Work	$ 27.38	23.29

LABO0042-003 03/06/2019

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer	$ 33.22	15.67

LABO0042-005 03/06/2019

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman	$ 33.22	15.67
Laborers, Flaggers	$ 33.22	15.67
Wrecking	$ 33.22	15.67

LABO0424-002 05/01/2016

	Rates	Fringes

LABORER

ADAIR, AUDRAIN, BOONE,

CALLAWAY, CHARITON, CLARK,

COLE, COOPER, HOWARD,

IRON, KNOX, LEWIS, LINN,

MACON, MADISON, MARION,

MILLER, MONITEAU, MONROE,

PERRY, PIKE, PUTNAM,

RALLS, RANDOLPH, REYNOLDS,

ST. FRANCOIS, STE.

GENEVIEVE, SCHUYLER,

SCOTLAND, SHELBY AND

SULLIVAN COUNTIES

GROUP 1	$ 27.96	13.17
GROUP 2	$ 27.96	13.17

BOLLINGER, BUTLER, CAPE

GIRARDEAU, CARTER,

CRAWFORD, DENT, DUNKLIN,

GASCONADE, HOWELL, MARIES,

MISSISSIPPI, NEW MADRID,

OREGON, OSAGE, PEMISCOT,

PHELPS, PULASKI, RIPLEY,

SCOTT, SHANNON, STODDARD,

TEXAS, WASHINGTON AND

WAYNE COUNTIES

GROUP 1	$ 27.96	13.17
GROUP 2	$ 27.96	13.17

FRANKLIN COUNTY

GROUP 1	$ 29.71	13.17
GROUP 2	$ 30.31	13.17

JEFFERSON COUNTY

GROUP 1	$ 29.76	13.17
GROUP 2	$ 30.36	13.17

LINCOLN, MONTGOMERY AND

WARREN COUNTIES

GROUP 1	$ 31.18	13.32
GROUP 2	$ 31.18	13.32

ST.CHARLES COUNTY

GROUP 1	$ 3.18	13.32
GROUP 2	$ 31.18	13.32

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

---

LABO0579-005 05/01/2019

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1	$ 26.66	14.97
GROUP 2	$ 27.01	14.97
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	$ 25.66	14.17
GROUP 2	$ 26.21	14.17
LABORER (LAFAYETTE COUNTY)		
GROUP 1	$ 27.21	0.0014.42
GROUP 2	$ 27.56	0.0014.42

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.

LAB00663-002 04/01/2019

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 30.73	15.98
GROUP 2	$ 31.94	15.98

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.

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 04/01/2018

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	$ 25.93	12.79
Brush and Roll; Taping, Paperhanging	$ 23.93	12.79
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement	$ 24.93	12.79
Spray; Structural Steel (over 50 feet)	$ 24.93	12.79
Tapers using Ames or Comparable Tools	$ 24.68	12.79

PAIN0003-004 04/01/2017

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

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 31.96	16.96
Brush & Roller	$ 29.34	16.96
Drywall	$ 30.34	16.96
Paper Hanger	$ 29.84	16.96
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 30.96	16.96

Steeplejack.....$ 35.53 16.96

PAIN0003-011 04/01/2011

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	$ 24.06	14.04
Brush & Roller	$ 22.67	14.04
Drywall	$ 22.84	14.04
Paper Hanger	$ 23.07	14.04
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 23.56	14.04
Steeplejack	$ 26.82	14.04

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

PAIN1265-003 07/01/2013

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

	Rates	Fringes
Painters:		
Brush and Roller	$ 25.64	13.27
Floor Work	$ 26.14	13.27
Lead Abatement	$ 27.89	13.27
Spray	$ 27.14	13.27
Structural Steel, Sandblasting and All Tank Work	$ 26.89	13.27
Taping, Paperhanging	$ 26.64	13.27

PAIN1292-002 09/01/2016

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	$ 30.85	11.64
Brush & Roller	$ 25.35	11.64
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI)	$ 28.95	11.64

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

PAIN1292-003 09/01/2017

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks	$ 31.05	12.74
Brush & Roller	$ 25.70	12.74
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI)	$ 28.70	12.74

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

---

* PAIN2012-001 04/01/2019

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

	Rates	Fringes
Painters:		
Brush & Roller	$ 31.26	17.26
Sandblaster	$ 32.76	17.26
Steeplejack	$ 36.33	17.26

PLAS0518-006 03/01/2019

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...$ 24.30 11.61

PLAS0518-007 04/01/2019

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

	Rates	Fringes
Cement Masons:.....	$ 32.32	17.89

PLAS0518-011 04/01/2019

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 32.00	20.13

PLAS0527-001 04/01/2018

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND		
WARREN COUNTIES.....	$ 30.74	18.07
JEFFERSON, ST. CHARLES		
COUNTIES AND ST.LOUIS		
(City and County).....	$ 32.66	18.62

PLAS0527-004 06/01/2017

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

	Rates	Fringes

CEMENT MASON.....$ 28.10 18.07

PLAS0908-001 05/01/2017

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

	Rates	Fringes
CEMENT MASON	$ 27.60	15.73

PLAS0908-005 05/01/2017

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	$ 27.60	15.73

PLUM0008-003 06/01/2018

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers	$ 45.34	21.39

PLUM0008-017 06/01/2018

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

	Rates	Fringes

Plumbers.....$ 45.34 21.39

PLUM0045-003 08/01/2019

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

	Rates	Fringes
Plumbers and Pipefitters.....$	37.75	23.65

PLUM0178-003 11/01/2018

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

	Rates	Fringes
Plumbers and Pipefitters.....$	30.90	15.35

PLUM0178-006 11/01/2018

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects $750,000 & under...$	27.93	15.35
Projects over $750,000.....$	30.90	15.35

PLUM0533-004 06/01/2019

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

	Rates	Fringes

Pipefitters.....$ 46.68 22.55

PLUM0562-004 07/01/2019

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	$ 40.41	21.49
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 41.85	27.85

PLUM0562-016 07/01/2019

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

$7.0 million & under.....$ 40.41 21.49

Mechanical Contracts

including all piping and

temperature control work

over $7.0 million.....$ 41.85 27.85

TEAM0013-001 05/01/2019

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1	$ 30.34	13.75
GROUP 2	$ 30.49	13.75
GROUP 3	$ 30.61	13.75
GROUP 4	$ 30.50	13.75
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1	$ 31.07	13.75
GROUP 2	$ 31.22	13.75
GROUP 3	$ 31.34	13.75
GROUP 4	$ 31.23	13.75
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		

GROUP 1.....$ 33.43 13.75

GROUP 2.....$ 33.58 13.75

GROUP 3.....$ 33.65 13.75

GROUP 4.....$ 33.54 13.75

Truck drivers (LINCOLN and

WARREN COUNTIES)

GROUP 1.....$ 32.08 13.75

GROUP 2.....$ 33.23 13.75

GROUP 3.....$ 32.30 13.75

GROUP 4.....$ 32.19 13.75

TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

---

TEAM0056-001 05/01/2019

	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	$ 30.77	13.75
GROUP 2	$ 30.92	13.75
GROUP 3	$ 31.04	13.75
GROUP 4	$ 30.93	13.75

Truck drivers: (ATCHISON,

BARRY, GENTRY, GRUNDY,

HARRISON, HOLT, MCDONALD,

MERCER, NODAWAY, OZARK,

STONE, SULLIVAN, TANEY AND

WORTH COUNTIES)

GROUP 1	$ 30.04	13.75
GROUP 2	$ 30.19	13.75
GROUP 3	$ 30.31	13.75
GROUP 4	$ 30.20	13.75

Truck drivers; (BUCHANAN,

JOHNSON AND LAFAYETTE

COUNTIES)

GROUP 1	$ 31.98	13.75
GROUP 2	$ 32.13	13.75
GROUP 3	$ 32.20	13.75
GROUP 4	$ 32.09	13.75

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Agitator and transit mix-trucks.

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

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 04/01/2019

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 33.01	15.75
GROUP 2	$ 32.44	15.75
GROUP 3	$ 31.92	15.75

TRUCK DRIVERS CLASSIFICATIONS

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

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

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 33.30	13.79+a+b+c+d
GROUP 2	$ 33.50	13.79+a+b+c+d
GROUP 3	$ 33.60	13.79+a+b+c+d

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

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

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

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

FOOTNOTE FOR TRUCK DRIVERS:

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

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

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

==========

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 www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

==========

END OF GENERAL DECISION"

DIVISION OF LABOR STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

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

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

_____
Signature

Subscribed and sworn to me this ____ day of _____, _____.

My commission expires _____, _____.

_____
Notary Public

_____
Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

DIVISION OF LABOR STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

PREVAILING WAGE PROJECT NOTIFICATION – CONTRACTOR INFORMATION

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

1. Date of Notification		2. Annual Wage Order Number Included in Bid Specifications
3. Popular or Descriptive Name of Project		
4. Estimated Project Cost of Completion *(total construction contracts to be awarded)* $		
5. Exact Location of Project County City Township		
6. Official Name of Public Body or Agency		
7. Name of Contact Person		8. Phone Number *(include area code)*
9. Address		
10. E-mail Address	Website	
11. Anticipated Date for Soliciting or Advertising for Bids		12. Contract Award Date
13. Estimated Start Date of Work	14. Estimated Date of Project Completion	15. Will There Be Any Federal Funds Used in this Contract? ☐ Yes ☐ No

16. Contractor Information Notification

General Contractor:

Name _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____ E-mail Address _____

Type of Craftsmen Needed by Project _____

Scope of Work _____

List all Subcontractors:

Name _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____ E-mail Address _____

Type of Craftsmen Needed by Project _____

Scope of Work _____

Name _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____ E-mail Address _____

Type of Craftsmen Needed by Project _____

Scope of Work _____

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

Mail, Fax, or E-mail completed form to: DIVISION OF LABOR STANDARDS
Attn: Prevailing Wage Section
P.O. Box 449 Jefferson City, MO 65102-0449

Phone: 573-751-3403 Fax: 573-751-3721 E-mail: prevailingwage@labor.mo.gov Website: www.labor.mo.gov/DLS

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

CONTRACTOR INFORMATION NOTIFICATION

Instructions to Public Body: Please use this form whenever you award a contract. This form helps you keep better track of contractors working on your public works projects covered by the Missouri Prevailing Wage Law.

You should have already requested an Annual Wage Order from the Division of Labor Standards and included the entire Annual Wage Order into your bid specifications. (See RSMo 290.250). You should have also notified the Division of your prevailing wage project with a Project Notification. Form PW-2.

Date _____ Annual Wage Order No. _____

Name of Public Body Awarding Contract _____

_____
Street Address City State Zip Code County

Project Name/Description *(as shown on Project Notification Form PW-2 previously submitted)*

Project Location _____
Street City

_____
County State Zip Code

General Contractor _____
Name

_____
Street

_____
City State Zip Code

_____
Bid Price

All Subcontractors *(Write N/A, if none)*

Name	Address	Bid Price

The state of Missouri requires workers on public works projects be paid prevailing wage. Public bodies have certain duties required to fulfill under this law. (Section 290.210-290.340 RSMo).

Missouri Department of Labor and Industrial Relations
DIVISION OF LABOR STANDARDS
P.O. Box 449
Jefferson City, MO 65102-0449

573-751-3403
573-751-3721 Fax

E-mail: laborstandards@dolir.state.mo.us
www.dolir.mo.gov/ls

Contractor's Affidavit Regarding Settlement of Claims

CITY OF JOPLIN TRAIL & PEDESTRIAN BRIDGE

STP-3201(705)

(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 bailer, have been paid and discharged.

_____
Contractor

By _____
(Title)

By _____
(Title)

♦♦♦

Final Receipt of Payment and Release Form

KNOW ALL PERSONS BY THESE PRESENTS THAT: _____

_____

hereinafter called "Subcontractor", who heretofore entered into a subcontract with _____

_____

hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled: City of Joplin Trail & Pedestrian Bridge for City of Joplin, MO (Owner) which said subcontract is by the reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that he has been paid in full all sums due him for everything done by him, or done by his subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.

2. RELEASE and fully, finally and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its subcontractors, material vendors, equipment and fixture suppliers, agents and employees, in the performance of or connected with its / their performance of said work, or otherwise.

3. REPRESENT that all his employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED this _____ day of _____, 20_____.

_____
(Name of Subcontractor)

BY: _____
(Typed or Printed Name)

_____
(Signature)

Title: _____

ADA Compliance Certification

Project Name: TRAIL & PEDESTRIAN BRIDGE

Project Sponsor: CITY OF JOPLIN, MISSOURI

Project Number: STP-3021(705)

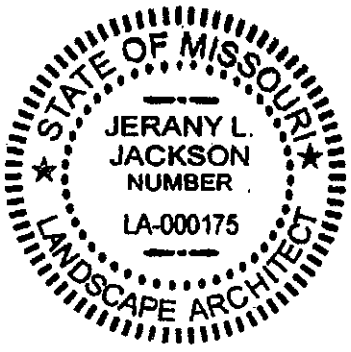
As the Design Professional for record, I hereby certify that the final plans for the above-mentioned project have been designed in compliance to the Americans with Disabilities Act to the extent feasible.

This includes, but is not limited to:

- Cross slope of 2% or less
- Properly designed curb ramps with necessary landing areas
- Properly placed truncated domes

Please include on attached sheet(s) a description and justification for any areas that you were not able to design ADA Compliant. Please sign and seal any attached sheet(s), and include the date and project number.

Consultant Company: GREAT RIVER ENGINEERING



Design Professional of Record: Jerany Jackson
Print Name

Design Professional of Record: Jerany Jackson
Signature

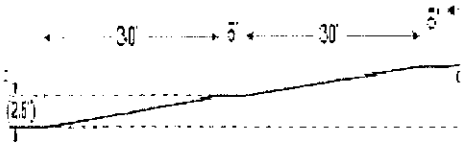
Date: 10-17-19

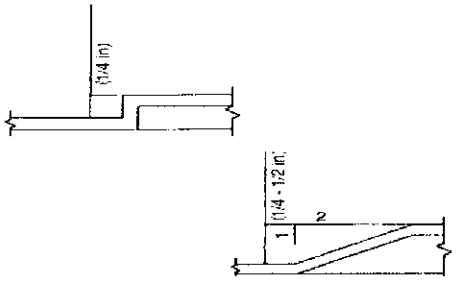
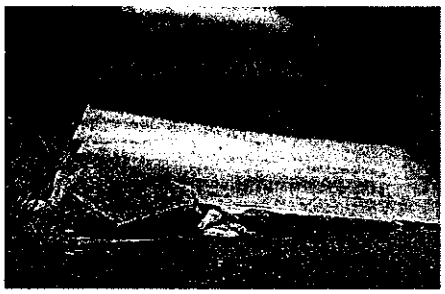
ADA CHECKLIST

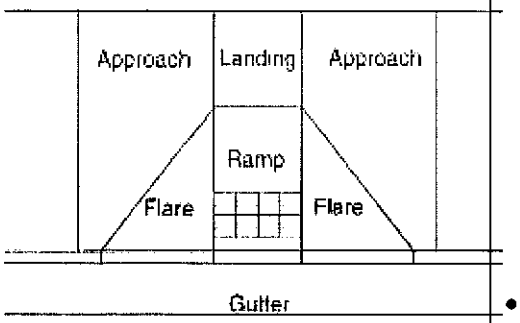
Revised April 22, 2015

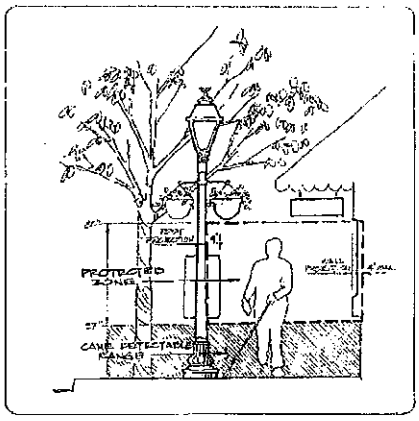
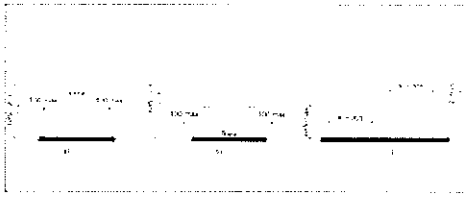
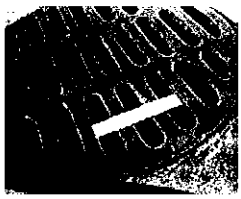
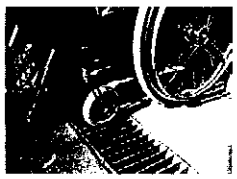
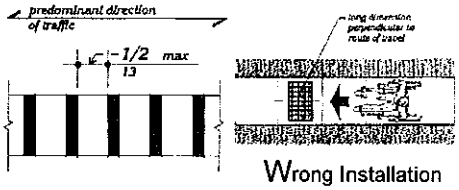
Job No. STP-3201(705) **Route County** Jasper **Location**_____

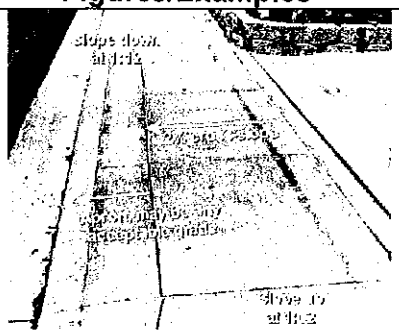
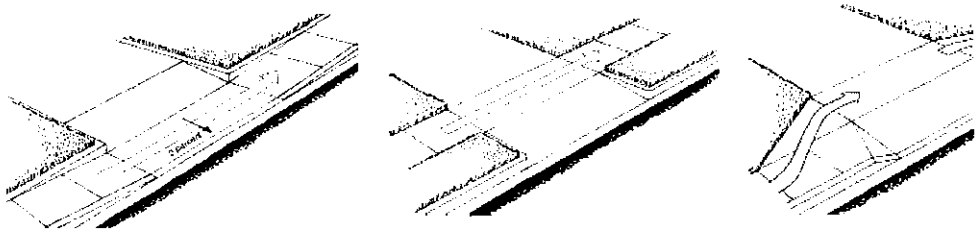
Pedestrian Access Route (PROWAG R204)	
Figures/Examples	**Requirements** [1]
Sidewalk Width 	• The minimum continuous and unobstructed clear width of a pedestrian ac shall be 4.0 feet, exclusive of the width of the curb. • The continuous clear width of pedestrian access routes for medians and p refuge 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 cons feet wide minimum and constructed adjacent to the back of the curb. [2] • Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum a 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, landin blended transition connects to a street. Where commercial driveways are with traffic control devices or otherwise are permitted to operate like publi detectable warnings should be provided at the junction between the pede and the street. • Gratings, access covers, and other appurtenances shall not be located or ramps, landings, blended transitions, and gutters within the pedestrian ac • Grade breaks shall not be permitted on the surface of curb ramps, blende transitions, landings, and gutter areas within the pedestrian access route. slopes that meet at grade breaks shall be flush.
Passing Spaces	• Walkways in pedestrian access routes that are less than 5 feet in clear wi provide passing spaces at intervals of 200 feet maximum. • Pedestrian access routes at passing spaces shall be 5 feet wide for a dist 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 maxim **Roadway Grade Exception**: Where pedestrian access routes are conta a street or highway right-of-way, the grade of the pedestrian access route permitted to equal the general grade established for the adjacent street o • Running Slopes shall be measured using a calibrated 2 foot long digital le

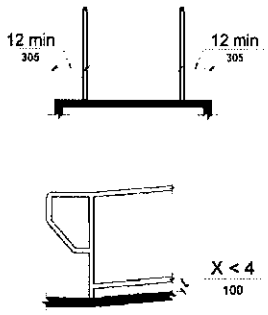
Figures/Examples	Requirements [1]
Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.	• The cross slope of the walkway of a pedestrian access route shall be 2 pe maximum. (Roadway Grade Exception may be considered) • 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 perc • In either case, a cross slope measurement of 2.1percent or greater is not compliant. • Cross Slopes shall be measured using a calibrated 2 foot long digital leve
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 grade in excess of 5 percent but less than 8.33 percent is by definition a s ramp. • The clear width of landings, blended transitions, and curb ramps, excludin 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, landin blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on landings, blended transitions, and gutters within the pedestrian access rou • Grade breaks shall not be permitted on the surface of ramps, blended trar landings, and gutter areas within the pedestrian access route. Surface slo meet at grade breaks shall be flush.

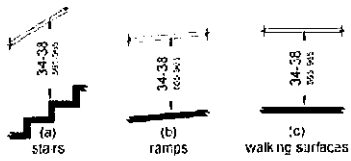
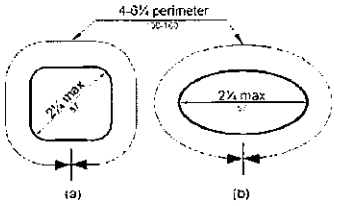
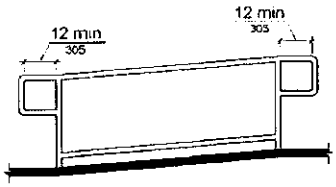
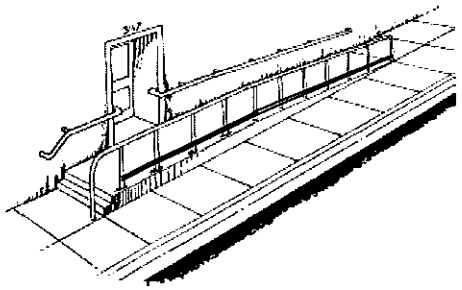
Figures/Examples	Requirements [1]
Vertical Alignment	• Vertical alignment shall be planar within curb ramp runs, blended transitio landings, and gutter areas within the pedestrian access route, and within c spaces required for accessible pedestrian signals, street furniture, and op parts. • Grade breaks shall not be permitted on the surface of curb ramps, blende 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 digital level. • Where the pedestrian access route crosses rail tracks at grade, the surfac pedestrian access route shall be level and flush with the top of the rail at t edges of the rail. The surface between the rails shall be aligned with the t 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 maximu 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 8.33 percent or less.

Figures/Examples	Requirements [1]
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 le the landing. • The clear width of landings, blended transitions, and curb ramps, excludin 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, landin blended transition connects to a street. Detectable warning shall be locat landing or blended transition at the back of curb. • Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian ac • Grade breaks shall not be permitted on the surface of curb ramps, blende transitions, landings, and gutter areas within the pedestrian access route. slopes that meet at grade breaks shall be flush. **Roadway Grade Exception**: The grade of pedestrian access routes wit sidewalks is permitted to equal the general grade established for the adja or highway. The cross slope of curb ramps, blended transitions, landings, turning spaces at pedestrian street crossings without yield or stop control vehicles can proceed through the intersection without slowing or stopping, midblock pedestrian street crossings are permitted to equal the street or h grade. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 digital level.

Figures/Examples	Requirements [1]
 	• Protruding objects on sidewalks and other pedestrian circulation paths sh reduce the clear width required for pedestrian accessible routes. • Objects with leading edges more than 27 inches and not more than 80 inc the finish floor or ground shall protrude 4 inches maximum horizontally int circulation path. • Free-standing objects mounted on posts or pylons shall overhang circulat inches maximum measured horizontally from the post or pylon base wher inches minimum and 80 inches maximum above the finish floor or ground dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3) • Where a sign or other obstruction is mounted between posts or pylons an distance between the posts or pylons is greater than 12 inches, the lowes such sign or obstruction shall be 27 inches maximum or 80 inches minimu the finish floor or ground. • Vertical clearance shall be 80 inches high minimum. Guardrails or other b shall be provided where the vertical clearance is less than 80 inches high. leading edge of such guardrail or barrier shall be located 27 inches maxin the finish floor or ground. • Guardrails or other barriers shall be provided where the vertical clearance than 80 inches high. The leading edge of such guardrail or barrier shall be inches maximum above the finish surface or ground.
   Wrong Installation	• Openings in floor and ground surfaces shall not allow passage of a spher ½ inch diameter. Elongated openings shall be placed so that the long dir perpendicular to the dominant direction of travel. • Gratings, access covers, and other appurtenances shall not be located or ramps, landings, blended transitions, and gutters within the pedestrian ac • Lift holes for manhole/utility covers shall not have an opening greater thar Plugging of holes greater than ½ inch with a material approved by the eng acceptable as long as it complies with the changes in level requirements.

ENTRANCES (PROWAG R301)	
Figures/Examples	**Requirements [1]**
	• The minimum continuous and unobstructed clear width of a pedestrian ac provided across commercial and residential entrances shall be 4 feet mini • Cross slope shall be 2 percent maximum. • Be cautious with the transition from the driveway to the roadway to avoid combinations that will cause vehicles to bottom out when driving over the 

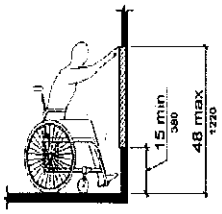
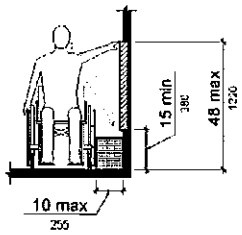
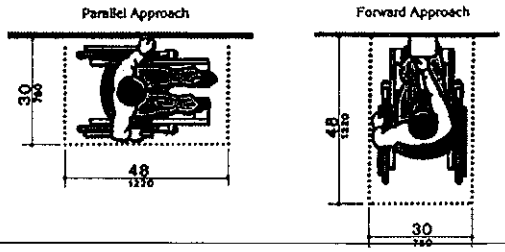
EDGE PROTECTION (PROWAG R406.8)	
Figures/Examples	**Requirements [1]**
	• Edge protection shall be provided on each side of ramp runs and at each landings. • A curb or barrier shall be provided that prevents the passage of a 4 inch c sphere, where any portion of the sphere is within 4 inches of the finish flo surface. • Edge-protection shall not be required when the floor or ground surface of run or landing extends 12 inches minimum beyond the inside face of a ha • 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 ha and have flares not steeper than 1:10. • Edge protection shall not be required on the sides of ramp landings havin drop-off of ½ inch maximum within 10 inches horizontally of the minimum area.

HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)	
Figures/Examples	**Requirements [1]**
	• 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 stairways. Handrails are not required on walking surfaces with running slc than 1:20. Where required, handrails shall be provided on both sides of st ramps. • Handrails shall be continuous within the full length of each stair flight or ra Inside handrails on switchback or dogleg stairs and ramps shall be contin between flights or runs. • Top of gripping surfaces of handrails shall be 34 inches minimum and 38 maximum vertically above walking surfaces, stair nosings, and ramp surfa Handrails shall be at a consistent height above walking surfaces, stair nos ramp surfaces. • Clearance between handrail gripping surfaces and adjacent surfaces shal inches minimum. • Handrail gripping surfaces with a circular cross section shall have an outs of 1 1/4 inches minimum and 2 inches maximum. • Handrail gripping surfaces with a non-circular cross section shall have a p dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-s dimension of 2 1/4 inches maximum. • Handrail gripping surfaces and any surfaces adjacent to them shall be fre 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 beyond the top and bottom of ramp runs. Extensions shall return to a wall the landing surface, or shall be continuous to the handrail of an adjacent r • At the top of a stair flight, handrails shall extend horizontally above the lar inches minimum beginning directly above the first riser nosing. Extensions to a wall, guard, or the landing surface, or shall be continuous to the hand adjacent stair flight. • At the bottom of a stair flight, handrails shall extend at the slope of the st horizontal distance at least equal to one tread depth beyond the last riser Extension shall return to a wall, guard, or the landing surface, or shall be to the handrail of an adjacent stair flight. • See Edge Protection section above (also PROWAG 406.8) for additional
	
	
	

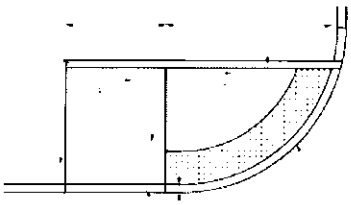
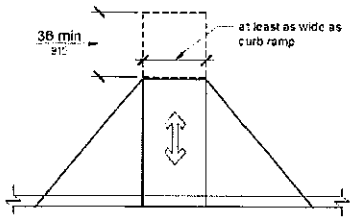
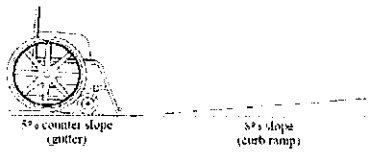
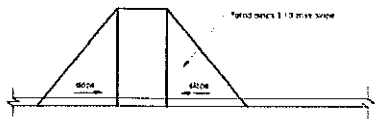
STAIRWAYS (PROWAG R407)

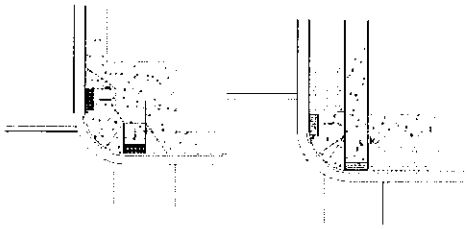
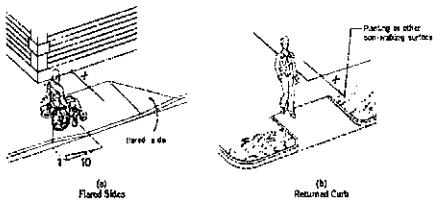
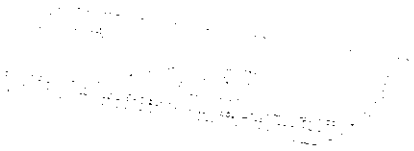
Figures/Examples	Requirements [1]
	• All steps on a flight of stairs shall have uniform riser heights and uniform ti Risers shall be 4 inches high minimum and 7 inches high maximum. Treac 11 inches deep minimum. • Open risers are not permitted. • The radius of curvature at the leading edge of the tread shall be 1/2 inch r Nosings that project beyond risers shall have the underside of the leading curved or beveled. Risers shall be permitted to slope under the tread at ar degrees maximum from vertical. The permitted projection of the nosing sh 1/2 inches maximum over the tread below. • Stairs shall have handrails complying with PROWAG 2005 R408.

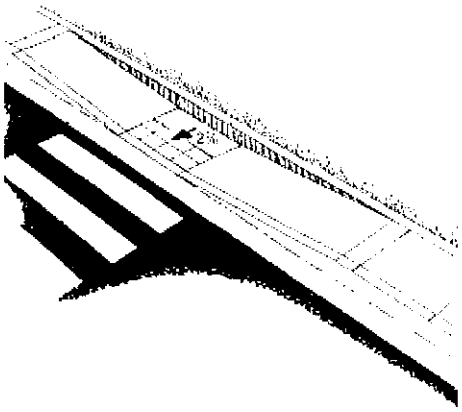
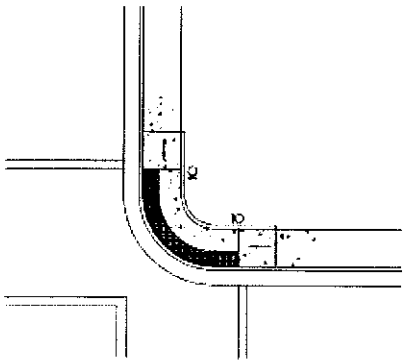
UNOBSTRUCTED REACH RANGES (PROWAG R404)

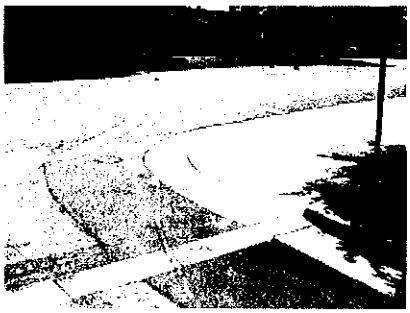
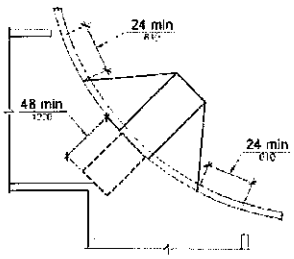
Figures/Examples	Requirements [1]
 	Forward Reach • Where a forward reach is unobstructed, the high forward reach shall be 4 maximum and the low forward reach shall be 15 inches minimum above tl floor or ground. Side Reach • Where a clear floor or ground space allows a parallel approach to an elem side reach is unobstructed, the high side reach shall be 48 inches maximu low side reach shall be 15 inches minimum above the finish floor or groun • EXCEPTION: An obstruction shall be permitted between the clear floor or space and the element where the depth of the obstruction is 10 inches ma (2011 PROWAG R406.3) 

CURB RAMPS (PROWAG R303)

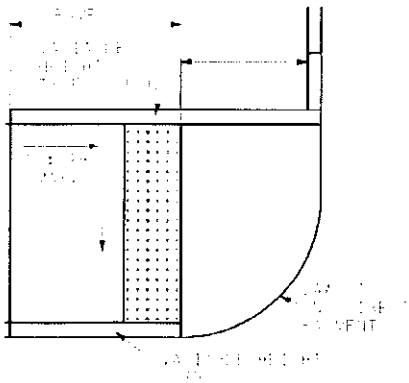
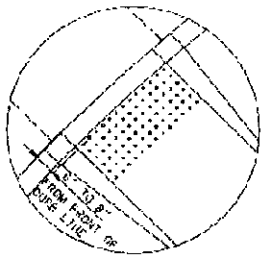
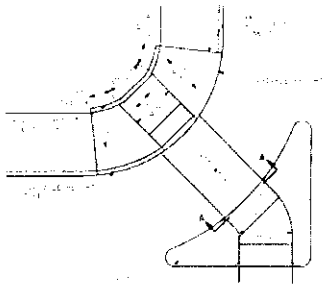
Figures/Examples	Requirements [1]
A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.     **15 Foot Rule:** For a compliant curb ramp to exceed 8.33 percent running grade, its constructed 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 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 limite percent maximum if the constructed curb ramp length exceeds 15 feet in l • Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade may be considered) • The cross slope at midblock crossings shall be permitted to be warped to 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 the landing. - The landing clear length shall be 5.0 feet long minimum. - Ramps that change direction between runs at landings shall have a clea 5.0 feet minimum by 5.0 feet minimum. • Handrails and Edge protection shall not be required on curb ramps and th • 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, landin blended transition shall be 5 percent maximum. (R303.3.5) • The adjacent surfaces at transitions at curb ramps to walks, gutters, and s be at the same level. • Flared sides with a slope of 10 percent maximum, measured parallel to th shall be provided where a pedestrian circulation path crosses the curb ran - In alterations, where there is no landing at the top of curb ramps, curb ra shall be provided and shall not be steeper than 1:12. • Detectable warning surfaces shall be provided, where a curb ramp, landin blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located or ramps, landings, blended transitions, and gutters within the pedestrian ac • Grade breaks shall not be permitted on the surface of curb ramps, blende transitions, landings, and gutter areas within the pedestrian access route. slopes that meet at grade breaks shall be flush. • Grade Breaks at the top and bottom of curb ramp runs shall be perpendic direction of the ramp run.

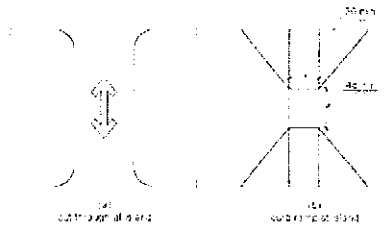
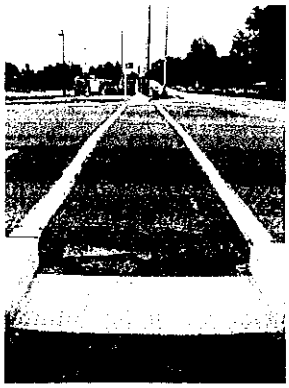
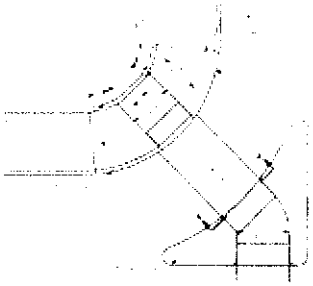
Figures/Examples	Requirements [1]
 Perpendicular Ramps  X = 4'Min. Flared Sides in Pathway Not in Pathway Flared Sides **Roadway Grade Exception:** Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted 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 c 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, excludir shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximur not require the ramp length to exceed 15.0 feet. • The cross slope at intersections shall be 2 percent maximum. (Roadway Exception may be considered) • The cross slope at midblock crossings shall be permitted to be warped to or highway grade. **Roadway Grade Exception**: The grade of pedestrian access routes witl sidewalks is permitted to equal the general grade established for the adja or highway. The cross slope of curb ramps, blended transitions, landings spaces at pedestrian street crossings without yield or stop control where \ proceed through the intersection without slowing or stopping, and at midb pedestrian street crossings are permitted to equal the street or highway g • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the t curb ramp and shall be permitted to overlap other landings and clear spac • Flared sides with a slope of 10 percent maximum, measured parallel to th shall be provided where a pedestrian circulation path crosses the curb rar • If the flared sides are not in the pathway (grass next to ramp), then there i maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) • Detectable warning surfaces shall be provided, where a curb ramp, landir blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located or ramps, landings, blended transitions, and gutters within the pedestrian ac • 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 shall be at the back of curb. • Grade breaks shall not be permitted on the surface of curb ramps, blende transitions, landings, and gutter areas within the pedestrian access route. 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 b the detectable warning shall be located on the ramp surface at the bottom break. Where either end of the bottom grade break is more than 5.0 feet f back of curb, the detectable warning shall be located on the lower landing

Figures/Examples	Requirements [1]
 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 dire sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excludir shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximur not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. (Roadway Grade Exceptior considered) **Roadway Grade Exception**: The grade of pedestrian access routes witl sidewalks is permitted to equal the general grade established for the adja or highway. The cross slope of curb ramps, blended transitions, landings spaces at pedestrian street crossings without yield or stop control where \ proceed through the intersection without slowing or stopping, and at midb pedestrian street crossings are permitted to equal the street or highway g • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the l the ramp run and shall be permitted to overlap other landings and clear flc ground space. • Where a parallel curb ramp does not occupy the entire width of a sidewall at diverging segments shall be protected. • Detectable warning surfaces shall be provided, where a curb ramp, landir blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located or ramps, landings, blended transitions, and gutters within the pedestrian ac • Grade breaks shall not be permitted on the surface of curb ramps, blende transitions, landings, and gutter areas within the pedestrian access route. slopes that meet at grade breaks shall be flush.
	• **Blended Transitions** shall have a running slope of 5 percent maximum a slope shall be 2 percent maximum. • The clear width blended transitions, excluding flares, shall be 4.0 feet mini • Detectable warning surfaces shall be provided where a blended transition a street. • Gratings, access covers, and other appurtenances shall not be located on 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 shall be at the back of curb. Grade breaks shall not be permitted on the su blended transitions and gutter areas within the pedestrian access route. S slopes that meet at grade breaks shall be flush.

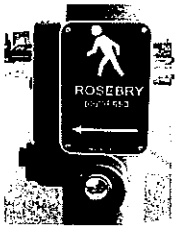
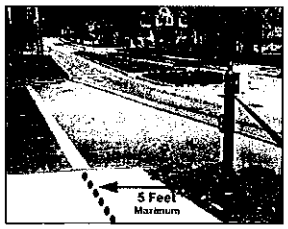
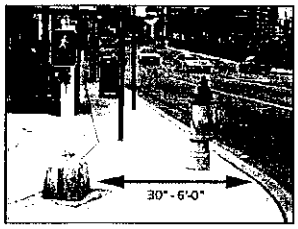
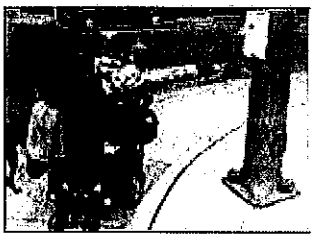
Figures/Examples	Requirements [1]
 	• **Diagonal Curb Ramps or corner type curb ramps are no longer prefe types. A design that provides individual ramps for each crossing dii recommended by the US Access Board.** • Diagonal Curb Ramps or corner type curb ramps with returned curbs or o defined edges shall have the edges parallel to the direction of pedestrian • The bottom of diagonal curb ramps shall have a clear space 48 inches mi outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 ir minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inc minimum located on each side of the curb ramp and within the marked cr **Roadway Grade Exception**: The grade of pedestrian access routes witl sidewalks is permitted to equal the general grade established for the adja or highway. The cross slope of curb ramps, blended transitions, landings spaces at pedestrian street crossings without yield or stop control where v proceed through the intersection without slowing or stopping, and at midb pedestrian street crossings are permitted to equal the street or highway gi • Detectable warning surfaces shall be provided, where a curb ramp, landin blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located or ramps, landings, blended transitions, and gutters within the pedestrian ac • Grade breaks shall not be permitted on the surface of curb ramps, blende transitions, landings, and gutter areas within the pedestrian access route. slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to b meet street or highway grade.

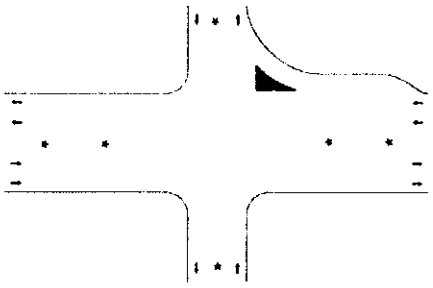
DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)

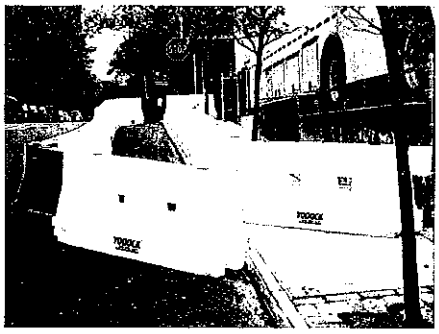
Figures/Examples	Requirements [1]
A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.   	• Detectable warnings shall consist of a surface of truncated domes aligned or radial grid pattern complying with 2010 ADA Standards. Detectable wa surfaces shall contrast visually with adjacent gutter, street or highway, or surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direct and the full width of the curb ramp (exclusive of flares), the landing, or the transition. Detectable warning surfaces are required where curb ramps, b transitions, or landings provide a flush pedestrian connection to the street • Sidewalk crossings of residential driveways should not generally be provi detectable warnings, since the pedestrian right-of-way continues across n driveway aprons and overuse of detectable warning surfaces should be a interests of message clarity. However, where commercial driveways are p traffic control devices or otherwise are permitted to operate like public stre detectable warnings should be provided at the junction between the pede and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break less from the back of curb, the detectable warning shall be located on the surface at the bottom grade break. Where either end of the bottom grade more than 5 feet from the back of curb, the detectable warning shall be lo lower landing. • Landings and Blended Transitions: The detectable warning shall be locate landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that th nearest the rail crossing is 6 feet minimum and 15 feet maximum from the of the nearest rail. The rows of truncated domes in a detectable warning s be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb lin the face of curb and shall be separated by a 2.0 foot minimum length of w without detectable warnings. Where the island has no curb, the detectable shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer's in specifications to be embedded into concrete with a surrounding edge, dor installed at less than the required full width. Under this exception, the det warning surface shall never be more than 2 inches from the edge of the c the landing, or the blended transition. [2] • Detectable warnings shall not be stamped into concrete.

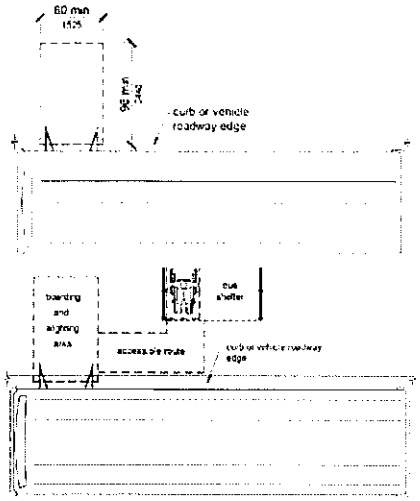
ISLANDS AND MEDIANS (PROWAG R305.4)	
Figures/Examples	**Requirements [1]**
  	• Medians and pedestrian refuge islands in crosswalks shall contain a pede access route, including passing space and connecting to each crosswalk. • Raised islands in crossings shall be cut through level with the street or ha ramps and required landings at both sides. • All median island passage spaces shall provide a clear width of 5 feet mir • Medians and pedestrian refuge islands shall be 6.0 feet minimum in lengt direction of pedestrian travel. **Roadway Grade Exception**: The grade of pedestrian access routes witl sidewalks is permitted to equal the general grade established for the adja or highway. The cross slope of curb ramps, blended transitions, landings spaces at pedestrian street crossings without yield or stop control where \ proceed through the intersection without slowing or stopping, and at midb pedestrian street crossings are permitted to equal the street or highway g • Each curb ramp shall have a level area 48 inches long minimum by 36 inc minimum at the top of the curb ramp in the part of the island intersected b crossings. • Each 48 inch minimum by 36 inch minimum area shall be oriented so that minimum length is in the direction of the running slope of the curb ramp it 48 inch minimum by 36 inch minimum areas and the accessible route sha permitted to overlap. • Detectable warning surfaces shall be provided, where a curb ramp, landin blended transition connects to a street. Medians and pedestrian refuge is have detectable warnings at curb ramps and blended transitions. • Detectable warnings at cut-through islands shall be located at the curb lin the face of curb and shall be separated by a 2.0 foot minimum length of w without detectable warnings. Where the island has no curb, the detectable shall be located at the edge of roadway. • Gratings, access covers, and other appurtenances shall not be located or ramps, landings, blended transitions, and gutters within the pedestrian ac • Grade breaks shall not be permitted on the surface of curb ramps, blende transitions, landings, and gutter areas within the pedestrian access route. slopes that meet at grade breaks shall be flush.

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)

Figures/Examples	Requirements [1]
    	• Each crosswalk with pedestrian signal indication shall have an accessible signal which includes audible and vibrotactile indications of the WALK inte a pedestrian pushbutton is provided, it shall be integrated into the accessi pedestrian signal. **← ON HOLD waiting for MoDOT Specs and APL** • Accessible pedestrian signals shall be located so that the vibrotactile feat contacted from the level landing serving a curb ramp, if provided, or from or ground space that is in line with the crosswalk line adjacent to the vehi • Accessible pedestrian pushbuttons shall be located within a reach range with PROWAG 2005 R404. • A clear floor or ground space shall be provided at the pushbutton and sha or overlap the pedestrian access route. **Roadway Grade Exception**: Clear spaces required at accessible pedes and pedestrian pushbuttons and at other accessible elements are permitt running slope or cross slope consistent with the grade of the adjacent pec access route. • Pedestrian signals shall comply with PROWAG 2005 R306. - Pushbuttons are a minimum 2 inches across in one dimension, raised recessed), contrast visually with the housing or mounting, and have a force of 5 pounds to activate operable parts. - The control face of the pushbuttons is installed parallel to the direction crosswalk it serves. - The location of pushbuttons for new construction are within a longitudi of 5 feet maximum from the crosswalk line, and 30 inches minimum to maximum from the curb line. - For audible pedestrian signal devices only, pushbuttons are a minimur apart at crossings and a minimum 5 feet apart at islands or medians. minimum distance may be waived for audible pushbuttons in medians with the use of voice commands. - Pushbuttons are located no higher than 42 inches from the ground anc inch reach from a level paved landing with minimum dimensions of 48 inches positioned for a parallel approach to the pushbutton. For a forw approach space (30 x 48 inches) the allowed reach range is 0 inches. - Where pushbuttons for the visually impaired are installed, tactile signs provided that meet ADA requirements.

PEDESTRIAN STREET CROSSINGS (PROWAG R305)	
Figures/Examples	**Requirements [1]**
	• Crosswalks shall contain a pedestrian access route that connects to depa 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 genera established for the adjacent street or highway, except that where pedestri routes are contained within pedestrian street crossings a maximum grade is required. • A 5 percent maximum cross slope is specified for pedestrian access route 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 or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the pedestrian travel in the crosswalk. • Where pedestrian signals are provided at pedestrian street crossings, the include accessible pedestrian signals and pedestrian pushbuttons comply sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall compl (2011 PROWAG R209.1) ← ON HOLD waiting for MoDOT Specs and • 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 mar excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located or ramps, landings, blended transitions, and gutters within the pedestrian ac • Grade breaks shall not be permitted on the surface of curb ramps, blende transitions, landings, and gutter areas within the pedestrian access route. 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 minir provided within the width of the crosswalk and wholly outside the parallel travel lane.
	

ALTERNATE CIRCULATION PATH (PROWAG R302)	
Figures/Examples	**Requirements [1]**
	• Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be pr the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, drop-offs, traffic, or other hazards, it shall be protected with a pedestrian channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stab flexible and shall consist of a wall, fence, or enclosures specified in sectio 63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG R104.2.4). • A detectable continuous bottom edge shall be provided 2 inches maximur ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minim 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]**
	• 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 fee measured perpendicular to the curb or vehicle roadway edge, and a clear feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidev pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting a the same as the roadway, to the maximum extent practicable. Perpendicu roadway, the slope of the bus stop boarding and alighting area shall not b than2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or gro entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and area.

[1] Any "NO" answer means that location is ADA non-compliant and needs to be corrected before final acceptance of
Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that doe
standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the
will be labeled as non-compliant and marked "NO". These items will be added to the Transition Plan Inventory for c
(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 t
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 engine
work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, an
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 de
facility or an accessible connection to an adjacent building or site below the requirements for new construction
alteration.

Inspector Name: _____

Inspector Signature: _____

Resident Engineer or Area Engineer Name: _____

Resident Engineer or Area Engineer Signature: _____

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 S
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.(
Parallel Ramp Landing running grade	Sta 35+20 to 35+25 Rt Rte 14 (turning space)	2.00%	2.6%	Landing running grade mat
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two Straight grade between fixe

Inspector Name: _____

Inspector Signature: _____

Resident Engineer or Area Engineer Name: _____

Resident Engineer or Area Engineer Signature: _____

Distribution:

- ❑ **Project Office**
- ❑ **District Permit Office**

Special Environmental Instructions to Bidders

CITY OF JOPLIN TRAIL & PEDESTRIAN BRIDGE

STP-3201(705)

Refer to attached permits/reports:

Categorical Exclusion
Missouri Department of Natural Resources SHPO
USACOE 404
MDC Clean Water Act Section 401
FEMA Conditional Letter of Map Revision
MDC Heritage Report
US Fish and Wildlife Report

Environmental Tracking Form

For Federal Aid Projects

EN/HP ID Number 2957

Project Number: STP 3201705 **TIP Number:**

County: Jasper **District:** 6

City: Joplin **Bridge Number:**

Route: TIGER Grant Funds ☐

Location: MSSU/Turkey Creek

Description: New 10' wide asphalt trail and pedestrian bridge crossing Turkey Creek from MSSU campus, to Northpark Mall Hollywood Theater.

NEPA Classification: Programmatic CE **Programmatic Section:** 2

NEPA Approval Date: 1/15/2014

Final Environmental Review Completed:

	NA	Pending	Cleared	
Section 106	○	◉	○	Needs Section 106 review. Sponsor or consultant should provide details of Section 106 Clearance to our office.
Farm Land Impact	◉	○	○	
4(f) or 6(f)	◉	○	○	
404 / 401	○	◉	○	If permanent fill (not including wetlands) below the ordinary high water mark of the creek are < 0.1 acre, the project should qualify for a Nationwide Permit # 14 (below reporting threshold). In which case, no formal permit will be required, but the general NWP # 14 permit conditions and the automatic 401 Water Quality Certification (MDNR) for NWP # 14 must be followed.
Floodplain Impacts	○	◉	○	Consult floodplain administrator regarding the need for a floodplain development permit and a no-rise certificate. For contact information go to http://www.sema.dps.mo.gov/county/
T&E Impacts	○	○	◉	9/30/2015

Date Received by EN/HP: 1/15/2014 *Date Transmitted by EN/HP: 9/30/2015*

Environmental Tracking Form

For Federal Aid Projects EN/HP ID Number 2957

MoDOT has determined this project will have NO EFFECT on any federally listed species or protected habitats.

We need a JSP from the LPA that there will be no stream disturbance between Mar 15 and June 15. The LPA consultant committed to stream protection measures including no stream work during general fish spawning season between Mar 15 and June 15. A sample JSP is provided here.

[Stream Name Bridge No.XX] Time or Seasonal Restriction

1.0 Description. [generic creek] is designated as a "sensitive stream". Because of this designation and possible presence of [threatened or endangered species/sensitive species], the contractor shall not conduct any work activities that disturbs the area below ordinary high water, including placing or removing a temporary or permanent fill, debris, or runoff between the dates of [March 15 and June 15].

Hazardous Waste ◉ ○ ○

Noise ○ ◎ ○

NOTE: The sponsor is responsible for issues with wellhead and surface water protection.

Date Received by EN/HP: 1/15/2014 *Date Transmitted by EN/HP: 9/30/2015*

STATE OF MISSOURI
Jeremiah W. (Jay) Nixon, Governor • Harry D. Bozoian, Director
DEPARTMENT OF NATURAL RESOURCES
dnr.mo.gov

November 9, 2016

Lindsey Chaffin
Great River Associates
2826 South Ingram Mill
Springfield, Missouri 65804

Re: Turkey Creek Trail & Bridge Project, Jasper County, Missouri

Dear Mr. Chaffin:

Thank you for submitting information on the above referenced project for our review pursuant to Section 106 of the National Historic Preservation Act (P.L. 89-665, as amended) and the Advisory Council on Historic Preservation's regulation 36 CFR Part 800, which requires identification and evaluation of cultural resources.

We have reviewed the November 2016 report entitled *Cultural Resource Investigations, Phase I Survey, Turkey Creek Trail & Bridge Project, Jasper County, Missouri* by the Environmental Research Center of Missouri, Inc. Based on this review it is evident that a thorough and adequate cultural resources survey has been conducted of the project area. We concur with the investigator's recommendation that archaeological site 23JP1231 is not eligible for inclusion in the National Register of Historic Places. There will be **no historic properties affected** and, therefore, we have no objection to the initiation of project activities.

Please be advised that, should project plans change, information documenting the revisions should be submitted to this office for further review. In the event that cultural materials are encountered during project activities, all construction should be halted, and this office notified as soon as possible in order to determine the appropriate course of action.

If you have any questions, please write Judith Deel at State Historic Preservation Office, P.O. Box 176, Jefferson City, Missouri 65102 or call 573/751-7862. Please be sure to include the SHPO Log Number (**010-JP-17**) on all future correspondence or inquiries relating to this project.

Sincerely,

STATE HISTORIC PRESERVATION OFFICE

Judith Deel

Toni M. Prawl, Ph.D.
Director and Deputy State
Historic Preservation Officer

TMP:jd

c Craig Sturdevant, ERC

DEPARTMENT OF THE ARMY
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS
POST OFFICE BOX 867
LITTLE ROCK, ARKANSAS 72203-0867
www.swl.usace.army.mil

December 8, 2016

Regulatory Division

NATIONWIDE PERMIT NO. **SWL-206-000377**

Mr. Nick Heatherly
City of Joplin
602 S. Main Street
Joplin, Missouri 64801

Dear Heatherly:

Please refer to your letter dated October 27, 2016, concerning Department of the Army permit requirements pursuant to Section 404 of the Clean Water Act (33 U.S. Code 1344). You requested authorization for work, including the placement of dredged and fill material of approximately 160 cubic yards into approximately 130 linear feet of waters of the United States associated with Turkey Creek Pedestrian Bridge. The project is located in Turkey Creek, in part of section 6, T. 27 N., R. 32 W., Joplin, Jasper County, Missouri.

The proposed activity is authorized by Department of the Army Nationwide Permit (NWP) No. **14** (copy enclosed), provided that the conditions therein are met. You should become familiar with the conditions and maintain a copy of the permit at the worksite for ready reference. If changes are proposed in the design or location of the facilities, you should submit revised plans to this office for approval before construction of the change begins.

Section 401 water quality certification has been issued with conditions for the referenced NWP by the Missouri Department of Natural Resources (copy enclosed). In addition to the specific criteria and conditions of the NWP, your project also must comply with the conditions contained within the water quality certification.

Please refer to NWP General Condition No. 12, which stipulates that appropriate erosion and siltation controls be used during construction and all exposed soil be permanently stabilized. Erosion control measures must be implemented during and after construction of the proposed project to comply with this permit condition.

In order to fully comply with the conditions of the NWP, you must submit the enclosed compliance certification within 30 days of completion of the project. This is required pursuant to NWP General Condition No. 30 of the permit.

This permit action is based upon a Corps of Engineers determination that the subject work is within the jurisdiction of the Department of the Army regulatory program. You may contact the Little Rock District Regulatory Division if you wish to discuss your options for appealing this

determination.

The NWP determination will be valid until March 18, 2017. If NWP No. **14** is modified, suspended, or revoked during this period, your project may not be authorized unless you have begun or are under contract to begin the project. If work has started or the work is under contract, you would then have twelve months to complete the work.

The authorization of this work by a NWP does not relieve you of complying with other applicable local, state, and Federal laws, nor does it grant any property rights or exclusive privileges.

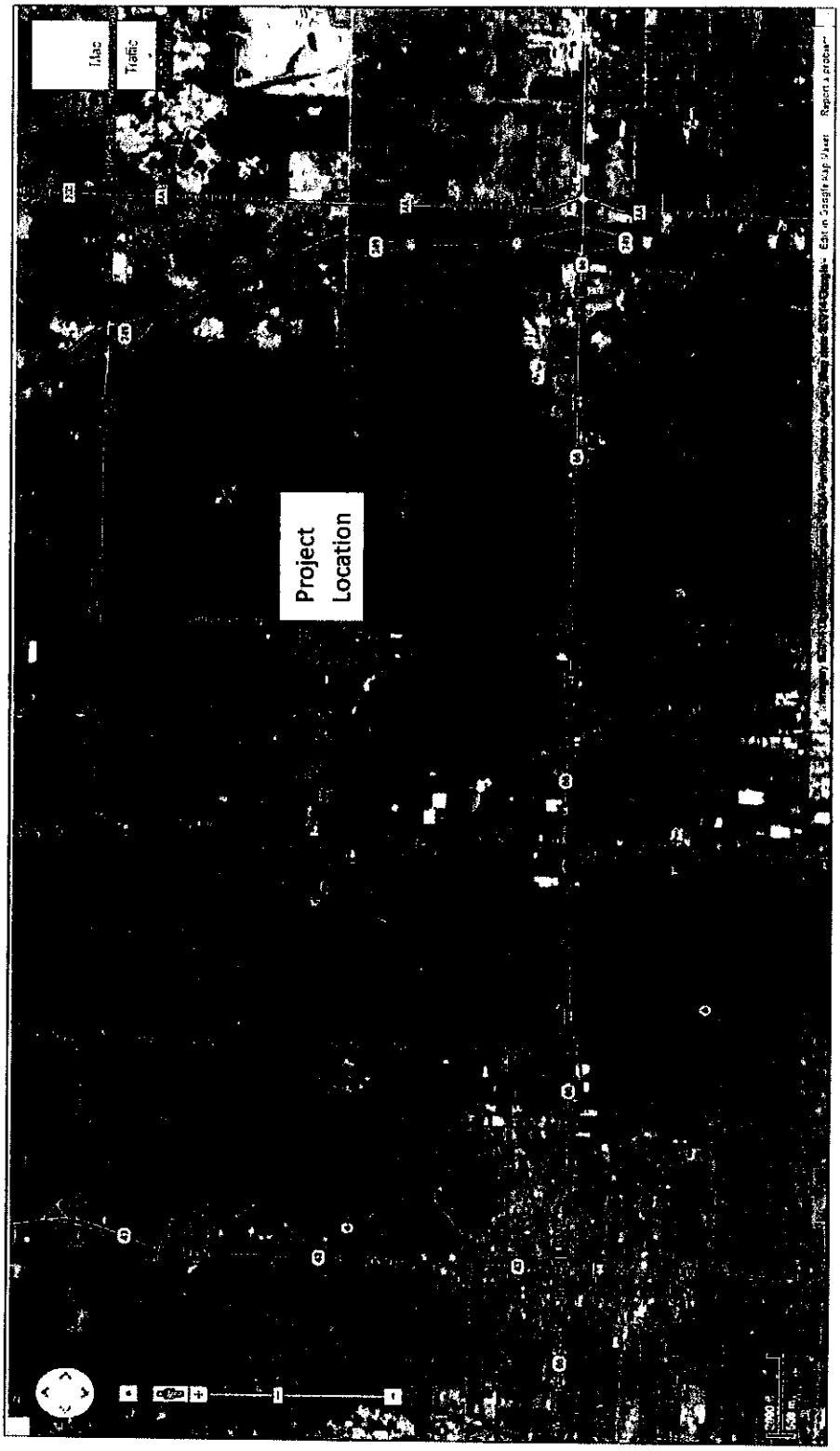
If you have any questions about this permit or any of its provisions, please contact me at (501) 340-1712 and refer to Permit No. **SWL-206-000377.**

Please submit your comments or suggestions on our Customer Service Survey: http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

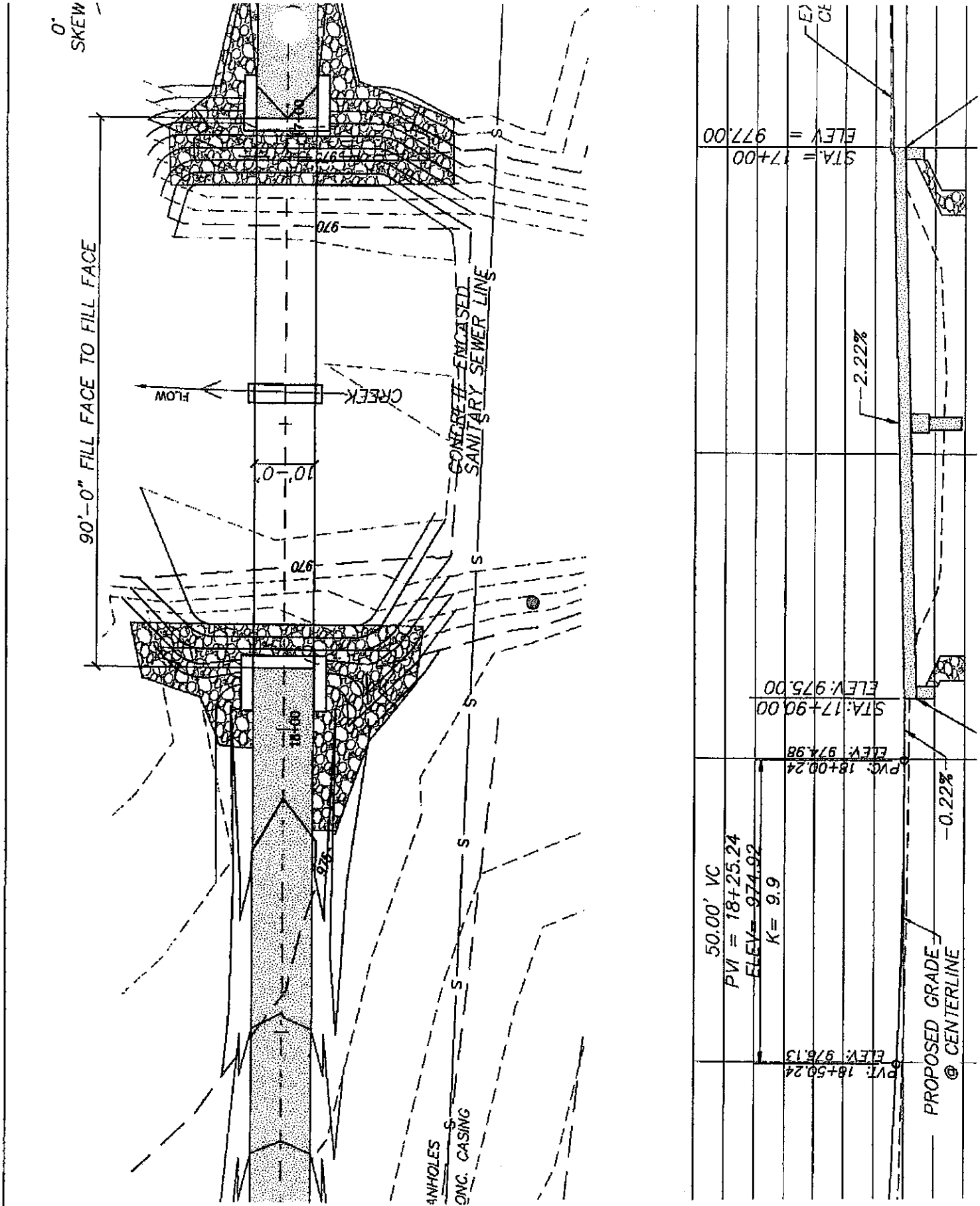
Sincerely,

Scott Kelly
Project Manager

Enclosures



ACTION NO. **2016-000377**
City of Joplin
Turkey Creek Bridge
Sec 6, T. 27 N., R. 32 W.
December



ACTION NO. **2016-000377**
City of Joplin
Turkey Creek Bridge
Sec 6, T. 27 N., R. 32 W.
December Sheet 2 of 2

Nationwide Permit No. 14

Linear Transportation Projects. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Nationwide Permit General Conditions:

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.
(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.
(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.
(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where

it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.
(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.noaa.gov/fisheries.html respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.
(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.
(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.
(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical

resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:
(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.
(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.
(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.
(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.
(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).
(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.
(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.
(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.
(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.
(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.
(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by

similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:
"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____
(Transferee)

_____
(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:
(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
(c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:
(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district

engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision:

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information:

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

Missouri Department of Natural Resources

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION 2012 GENERAL AND SPECIFIC CONDITIONS

Consistent with Section 401 of the Clean Water Act these pre-certified conditions are designed to ensure that activities carried out under Nationwide Permits issued by the U.S. Army Corps of Engineers do not violate Missouri Water Quality Standards at 10 CSR 20-7.031, resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability or impacts to the biological and chemical integrity of the waters. Where applicable, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

These conditions apply to projects authorized by Nationwide Permits 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 25, 27, 29, 30, 31, 33, 36, 39, 40, 41, 42, 43, 45 and 46 where the applicant has chosen to accept these conditions instead of pursuing an individual water quality certification. Alternatively, an applicant may apply for individual Clean Water Act Section 401 Water Quality Certification. Project authorized by Nationwide Permits 17, 32, 34, 37, 38, 44, 48, 49, 50, 51 and 52 require individual certification by the Missouri Department of Natural Resources.

GENERAL CONDITIONS

1. Nationwide Permits shall not allow the filling of jurisdictional springs.

2. Acquisition of a Nationwide Permit(s) and the attendant certification(s) shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System (NPDES) Permits for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Applicants with questions are encouraged to contact a Missouri Department of Natural Resources' regional office in the project area. A regional office map with contact information can be located at www.dnr.mo.gov/regions/regions.htm.

3. Care shall be taken to keep machinery out of the waterway as much as possible. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent floodway beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation.

4. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Missouri Department of Natural Resources' Environmental Emergency Response number at 573-634-2436.

5. Only clean, nonpolluting fill shall be used. The following materials are not suitable for bank stabilization and shall not be used due to their potential to cause violations of the general criteria of the Water Quality Standards (10 CSR 20-7.031 (3)(A)-(H)):
   a. Earthen fill, gravel, broken concrete where the material does not meet the specifications stated in the Missouri Nationwide Permit Regional Conditions (www.nwk.usace.army.mil/Portals/29/docs/regulatory/MORegCon.pdf) and fragmented asphalt, since these materials are usually not substantial enough to withstand erosive flows.
   b. Concrete with exposed rebar.
   c. Tires, vehicles or vehicle bodies, construction or demolition debris are solid waste and are excluded from placement in the waters of the state.
   d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure.
   e. Any material containing chemical pollutants (including but not limited to creosote or pentachlorophenol).

6. Clearing of vegetation and trees shall be the minimum necessary to accomplish the activity. A vegetated corridor shall be maintained from the high bank on either side of the jurisdictional channel to protect water quality and to provide for long-term stability of the stream channel, unless physical barriers prevent such a corridor. For purposes of this Nationwide Permit, lack of ownership or control of any portion of this corridor may be considered a legitimate and discretionary cause to waive this requirement on that portion.

7. This certification is not valid for any Section 404 Permit issued on a water that is:
   a. Listed as impaired by inorganic sediment, aquatic habitat alteration or unknown impairment as listed in the most current water quality report (Section 305(b) Report) at http://www.dnr.mo.gov/env/wpp/waterquality/305b. For convenience, a table of these impaired waters is provided at the following website: www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2012/MOWQC_Con7.pdf;

b. Located in or occur within two miles upstream of a designated outstanding state or national resource water as found in 10 CSR 20-7.031, Tables D and E at www.sos.mo.gov/adrules/csr/current/10csr/10c20-7a.pdf; or
c. Located in a designated metropolitan no-discharge stream as found in 10 CSR 20-7.031, Table F at www.sos.mo.gov/adrules/csr/current/10csr/10c20-7a.pdf.

The department's geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at msdis.missouri.edu/. Additional information to identify the project location may be obtained from the program at 573-751-1300.

8. Streambed gradient shall not be permanently altered during project construction.

9. Nationwide Permits issued by the U.S. Army Corps of Engineers for which the 300 linear foot threshold for stream impacts is waived by the district engineer shall require individual certification by the state. This is applicable to all Nationwide Permits where the permit has a 300 linear foot threshold including Nationwide Permits 21, 29, 39, 40, 42, 43, 44, 50, 51 and 52.

10. No project under a Nationwide Permit shall accelerate bed or bank erosion.

11. Representatives from the department shall be allowed on the project property to inspect the authorized activity at any time deemed necessary to ensure compliance with conditions.

12. You must submit a copy of the signed "Compliance Certification" referenced in Nationwide Permit general condition No. 30 as proof of project completion when the original is submitted to the Corps. This document is to be sent to the Missouri Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176 or electronically to wpsc401cert@dnr.mo.gov.

13. After avoidance and minimization for the project, unavoidable stream impacts shall be mitigated appropriately. Mitigation for loss of aquatic resources shall be in conformance with the currently approved "Missouri Stream Mitigation Method" and the "State of Missouri Wetland Assessment Method" as well as other mitigation guidance located online at www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri.

14. Best management practices shall be used during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by construction disturbances.

15. Pursuant to Chapter 644.038, RSMo, the department certifies all Nationwide Permits for impacts in all waters of the state without the above-stated or any other conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. The memorandum of understanding of 2009 and any subsequent modifications between the two agencies outline the requirements by which the Missouri Department of Transportation will design and construct projects in order to protect the water quality of waters of the state.

SPECIFIC CONDITIONS

16. Nationwide Permit 3 *Maintenance*
    a. Silt, sediment and debris removal shall be limited to a maximum of 100 linear feet upstream and 100 linear feet downstream of structures.
    b. During dewatering, water shall not be returned directly to the waterway but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water. If, however, instream flow is 1 cubic foot per second (cfs) or greater and the return rate is set at 1 cfs or less, return may be made directly to the stream.

17. Nationwide Permit 4 *Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities*
    Any inorganic or extraneous debris such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill.

18. Nationwide Permit 6 *Survey Activities*
    Water, fines and excavated materials displaced by activities such as borings, shall not be returned directly to the waterway, but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water.

19. Nationwide Permit 7 *Outfall Structures and Associated Intake Structures*
    Water quality certification does not replace or negate the need to obtain any required state permits under the Missouri Clean Water Law (Chapter 644, RSMo) for construction of wastewater treatment facility components including outfall structures; permits to release wastewater effluents; or for the construction of components related to public water supplies including intake structures as may be required by the Missouri Safe Drinking Water Law (Chapter 640, RSMo).

20. Nationwide Permit 12 *Utility Line Activities*
    a. Material resulting from activity may not be temporarily sidecast into waters of the state for more than one month.
    b. Directional boring under the streambed to avoid impacts to waters of the state is recommended.
    c. For utility crossings that must disturb the streambed, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport.

d. Utility line crossings shall be placed as close to perpendicular as possible, and be limited to a maximum crossing length of no more than one and one-half times the width of the stream.

21. Nationwide Permit 13 *Bank Stabilization*
    a. Channelization of streams is not allowed under this Nationwide Permit. Bank stabilization activities along one bank of a stream are permitted, including bank sloping and riprapping.
    b. The redirection of flow by excavation of the opposite bank of a stabilization project or a stream channel bed is considered a channel modification and is prohibited.
    c. Nationwide Permits issued by the Corps for which the 500 linear feet threshold for stream impacts is waived by the district engineer shall require individual certification.
    d. Invite the Corps and the department as well as the other state and federal resource agencies to examine innovative approaches.

22. Nationwide Permit 14 *Linear Transportation Projects*
    a. The permittee must propose and employ measures to mitigate the removal of impounded gravel in the unstable area upstream of the low water crossing to prevent it from being transported downstream and/or constructing a notched weir to slow the release of impounded gravel from upstream of the low water crossing.
    b. Where this Nationwide Permit is used to authorize bridge and culvert structures, stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a waterway.

23. Nationwide Permit 16 *Return Water from Upland Contained Disposal Areas*
    These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Water Protection Program at 573-751-1300 to determine any specific requirements which may or may not require an individual certification.

24. Nationwide Permit 17 *Hydropower Projects*
    This Nationwide Permit requires an individual certification by the department. In addition to applying for an individual certification the applicant must confer with the department, the Missouri Department of Conservation and the U.S. Fish and Wildlife Service regarding potential impacts to mussel beds and other critical habitats and species.

25. Nationwide Permit 19 *Minor Dredging*
    These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Water Protection Program at 573-751-1300 to determine any specific requirements which may or may not require an individual certification.

26. Nationwide Permit 20 *Response Operations for Oil and Hazardous Substances*
    a. These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Water Protection Program at 573-751-1300 to determine any specific requirements which may or may not require an individual certification.
    b. Oil and hazardous substance releases are to be reported to the Missouri Department of Natural Resources' Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and clean-up of releases.

27. Nationwide Permit 22 *Removal of Vessels*
    Use of this Nationwide Permit in Missouri is limited to removal actions only and shall not be used for any disposal of vessel.

28. Nationwide Permit 33 *Temporary Construction, Access and Dewatering*
    a. The use of this Nationwide Permit shall be limited to impacts of six months or less in duration.
    b. Any removal of accumulated gravel upstream of a bridge or crossing shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat.

29. Nationwide Permit 36 *Boat Ramps*
    a. No project shall be constructed in, or immediately upstream of, any known mussel beds. The Missouri Department of Conservation shall be consulted at 573-882-9880 to determine if any known beds are present.
    b. Any waste concrete or concrete rinsate shall be disposed of in a manner that does not result in any discharge to the jurisdictional waterways.

30. Nationwide Permit 41 *Reshaping Existing Drainage Ditches*
    Material from the reshaping activities shall not be sidecast into any jurisdictional waters for more than one month.

31. Nationwide Permit 42 *Recreational Facilities*
    The vegetated corridor to be maintained from the high bank on either side of the jurisdictional channel may be used in part for the construction of public recreational trails, including those constructed to standards set by the Americans with Disabilities Act (ADA).

32. Nationwide Permit 43 *Stormwater Management Facilities*
    No new or expanded stormwater management facilities may be constructed under this Nationwide Permit unless the water storage facilities are located off-channel.

Applications for certification should be sent to the Missouri Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176, or electronically to wpscp401cert@dnr.mo.gov. A complete application consists of the application submitted to the U.S. Army Corps of Engineers as well as additional information necessary for a complete review of the project. This may include but is not limited to topographical maps, locational maps, engineering plans, project diagrams and where applicable mitigation plans (10 CSR 20-6.060(5)).

An issued certification becomes part of the 404 Permit and; therefore, expires with the 404 Permit unless explicitly stated in the certification. Not all permit modifications require the certification to be modified or reissued. An example would be when a permit expiration date is extended or the permit is reissued and there are no changes to the original project, the certification may remain valid for that project.

The department encourages, but does not require, the permittee to consider environmentally-friendly design techniques to include stormwater management strategies that maintain or restore the original site hydrology through infiltration, evaporation or reuse of stormwater. Designs might include creating vegetated swales or rain gardens, or using porous pavement. More information can be found at these websites: www.epa.gov/owow/NPS/lid/ and www.lid-stormwater.net/lid_techniques.htm.

PERMITTEE COMPLIANCE CERTIFICATION

PERMIT NO.: SWL-206-000377 **NWP/S NO.:** 14

PERMITTEE NAME: City of Joplin

DATE OF ISSUANCE: December 8, 2016

PROJECT MANAGER: Scott Kelly

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

US Army Corps of Engineers, Little Rock
ATTENTION: CESWL-RD
PO Box 867
Little Rock, Arkansas 72203-0867

Please note that your permitted activity is subject to a compliance inspection by a US Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

DATE WORK COMPLETED: _____

_____ _____

SIGNATURE OF PERMITTEE **DATE**

Federal Emergency Management Agency

Washington, D.C. 20472

August 24, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
Case No.: 16-07-0764R
Community Name: City of Joplin, Jasper County, MO
Community No.: 290183

The Honorable Michael Seibert
Mayor, City of Joplin
602 South Main Street
Joplin, MO 64801

Dear Mayor Seibert:

We are providing our comments with the enclosed Conditional Letter of Map Revision (CLOMR) on a proposed project within your community that, if constructed as proposed, could revise the effective Flood Insurance Study report and Flood Insurance Rate Map for your community.

If you have any questions regarding the floodplain management regulations for your community, the National Flood Insurance Program (NFIP) in general, or technical questions regarding this CLOMR, please contact the Director, Mitigation Division of the Federal Emergency Management Agency (FEMA) Regional Office in Chicago, IL, at (312) 408-5500, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at http://www.fema.gov/nfip.

Sincerely,

Patrick "Rick" Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

List of Enclosures:
Conditional Letter of Map Revision Comment Document

cc: Mr. Nicholas Heatherly
Director of Public Works
City of Joplin

Mr. Dale Schmutzler, CFM
State Floodplain Coordinator
Missouri State Emergency Management Agency

Mr. Spencer Jones, P.E.
Great River Engineering

Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT

COMMUNITY INFORMATION		PROPOSED PROJECT DESCRIPTION	BASIS OF CONDITIONAL REQUEST
COMMUNITY	City of Joplin Jasper County Missouri	FILL BRIDGE	HYDRAULIC ANALYSIS NEW TOPOGRAPHIC DATA BASE MAP CHANGES
	COMMUNITY NO.: 290183		
IDENTIFIER	City of Joplin-Pedestrian Bridge and Trail	APPROXIMATE LATITUDE & LONGITUDE: 37.0964, -94.4697 SOURCE: Google Earth DATUM: NAD 83	

AFFECTED MAP PANELS

TYPE: FIRM*	NO.: 29097C0276E	DATE: November 2, 2012
TYPE: FIRM	NO.: 29097C0277E	DATE: November 2, 2012
TYPE: FIRM	NO.: 29097C0278E	DATE: November 2, 2012
TYPE: FIRM	NO.: 29097C0279E	DATE: November 2, 2012

* FIRM - Flood Insurance Rate Map

FLOODING SOURCE(S) AND REACH DESCRIPTION

Turkey Creek- From just upstream of Railroad to approximately 3,800 feet upstream of Railroad

PROPOSED PROJECT DESCRIPTION

Flooding Source	Proposed Project	Location of Proposed Project
Turkey Creek	Fill	Approximately 2,600 feet upstream of Railroad
	New Bridge	10 feet wide and 90 foot-two span pedestrian bridge over Turkey Creek approximately 2,600 feet upstream of Railroad

SUMMARY OF IMPACTS TO FLOOD HAZARD DATA

Flooding Source	Effective Flooding	Proposed Flooding	Increases	Decreases
Turkey Creek	Zone AE	Zone AE	Yes	None
	BFEs*	BFEs	Yes	Yes

* BFEs - Base (1-percent-annual-chance) Flood Elevations

COMMENT

This document provides the Federal Emergency Management Agency's (FEMA's) comment regarding a request for a CLOMR for the project described above. This document is not a final determination; it only provides our comment on the proposed project in relation to the flood hazard information shown on the effective National Flood Insurance Program (NFIP) map. We reviewed the submitted data and the data used to prepare the effective flood hazard information for your community and determined that the proposed project meets the minimum floodplain management criteria of the NFIP. Your community is responsible for approving all floodplain development and for ensuring that all permits required by Federal or State/Commonwealth law have been received. State/Commonwealth, county, and community officials, based on their knowledge of local conditions and in the interest of safety, may set higher standards for construction in the Special Flood Hazard Area (SFHA), the area subject to inundation by the base flood). If the State/Commonwealth, county, or community has adopted more restrictive or comprehensive floodplain management criteria, these criteria take precedence over the minimum NFIP criteria.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on the FEMA website at http://www.fema.gov/nfip.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

To determine the changes in flood hazards that will be caused by the proposed project, we compared the hydraulic modeling reflecting the proposed project (referred to as the proposed conditions model) to the hydraulic modeling used to prepare the Flood Insurance Study (FIS) (referred to as the effective model). . The effective model was not available, hence the requester had to recreate a Duplicate effective model. Due to the updated topographic data provided by the City, tie-ins to 500-year and 10-year annual chance flood events could not be achieved. We would review this information again at Letter of Map Revision (LOMR) stage.

The table below shows the changes in the BFEs:

BFE Comparison Table

Flooding Source: Turkey Creek		BFE Change (feet)	Location of maximum change
Existing vs. Effective	Maximum increase	0.1	Just upstream of Railroad
	Maximum increase	0.5	Approximately 3,800 feet upstream of Railroad
Proposed vs. Existing	Maximum increase	0.6	Just upstream of proposed Pedestrian Bridge
	Maximum increase	0.0	N/A
Proposed vs. Effective	Maximum increase	0.1	Just upstream of Railroad
	Maximum decrease	0.5	Approximately 3,800 feet upstream of Railroad

Increases due to the proposed project that exceed those permitted under Paragraphs (c)(10) or (d)(3) of Section 60.3 of the NFIP regulations must adhere to Section 65.12 of the NFIP regulations. With this request, your community has complied with all requirements of Paragraph 65.12(a) of the NFIP regulations. Compliance with Paragraph 65.12(b) also is necessary before FEMA can issue a Letter of Map Revision when a community proposes to permit encroachments into the effective regulatory floodway that will cause BFE increases in excess of those permitted under Paragraph 60.3(d)(3).

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on the FEMA website at http://www.fema.gov/nfip.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

DEPARTMENT OF THE ARMY
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS
POST OFFICE BOX 867
LITTLE ROCK, ARKANSAS 72203-0867
www.swl.usace.army.mil

August 20, 2019

Regulatory Division

NATIONWIDE PERMIT NO. **SWL 2016-00377-1**

Mr. Dan Johnson
City of Joplin - Public Works
602 South Main Street
Joplin, Missouri 64801

Dear Mr. Johnson:

Please refer to your email dated July 1, 2019, on behalf of the City of Joplin, concerning Department of the Army permit requirements pursuant to Section 404 of the Clean Water Act (33 U.S. Code 1344). You requested authorization for the placement of dredged and fill material in waters of the United States associated with the construction of an approximately 90-foot-long span pedestrian bridge over Turkey Creek. Approximately 160 cubic yards of MoDOT Type 2 Rock Blankets will be placed below the ordinary high water mark of Turkey Creek for bank and bridge protection. The project is located in Turkey Creek, in section 6, T. 27 N., R. 32 W., Joplin, Jasper County, Missouri.

We have determined that the proposed activity would be authorized by Department of the Army Nationwide Permit (NWP) No. **42** (copy enclosed), subject to the following:

a. You obtain an individual Section 401 water quality certification (WQC) or a waiver from the state certifying agency. If WQC or a waiver is issued, you must provide a copy to this office before you begin work, and you must then comply with any WQC conditions. To obtain a state WQC or waiver you should contact:

Missouri Department of Natural Resources
Water Protection Program
NPDES Permits and Engineering Section
PO Box 176
Jefferson City, Missouri 65102-0176

Stacia Bax - (573) 526-4586
Email: wpsc401cert@dnr.mo.gov
Facsimile Number: (573) 522-9920

If you have applied for an individual WQC and the State fails to act within a reasonable period, then you shall furnish a copy of the application for WQC to the Corps. If you provide only an application for WQC rather than the certification or waiver, you may not proceed until

further written notification is received from the Corps.

b. You meet all conditions of the NWP. You should become familiar with the conditions and maintain a copy of the permit at the worksite for ready reference. If any future change is proposed in the design of the facilities or their location, you should submit revised plans to this office for approval before construction of the change begins.

Please refer to NWP General Condition No. 12, which stipulates that appropriate erosion and siltation controls be used during construction and all exposed soil be permanently stabilized. Erosion control measures must be implemented during and after construction of the proposed project to comply with this permit condition.

In order to fully comply with the conditions of the NWP, you must submit the enclosed compliance certification within 30 days of completion of the project. This is required pursuant to NWP General Condition No. 30 of the permit.

This permit action is based upon a Corps of Engineers determination that the subject work is within the jurisdiction of the Department of the Army regulatory program. You may contact the Little Rock District Regulatory Division if you wish to discuss your options for appealing this determination.

The NWP determination will be valid until March 18, 2022. If NWP No. **42** is modified, suspended, or revoked during this period, your project may not be authorized unless you have begun or are under contract to begin the project. If work has started or the work is under contract, you would then have twelve (12) months to complete the work.

The authorization of this work by a NWP does not relieve you of complying with other applicable local, state, and Federal laws, nor does it grant any property rights or exclusive privileges.

If you have any questions about this permit or any of its provisions, please contact me at (501) 340-1372 and refer to Permit No. **SWL 2016-00377-1.**

Please submit your comments or suggestions on our Customer Service Survey: http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,

Digitally signed by DICKSON.GERALD.W

Gerald Dickson
Environmental Protection Specialist

Enclosures

cc:
US Environmental Protection Agency, Region 7, Mr. Jason Daniels
Missouri Department of Natural Resources, Ms. Stacia Bax
Missouri Department of Conservation, Ms. Audrey Beres
Proj Mgr, Table Rock PO
Ch, Regulatory Enf
Mr. Chris Joyner, Rogers Regulatory Field Office

Nationwide Permit No. 42

Recreational Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of recreational facilities. Examples of recreational facilities that may be authorized by this NWP include playing fields (e.g., football fields, baseball fields), basketball courts, tennis courts, hiking trails, bike paths, golf courses, ski areas, horse paths, nature centers, and campgrounds (excluding recreational vehicle parks). This NWP also authorizes the construction or expansion of small support facilities, such as maintenance and storage buildings and stables that are directly related to the recreational activity, but it does not authorize the construction of hotels, restaurants, racetracks, stadiums, arenas, or similar facilities.
The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of streambed, unless for intermittent and ephemeral streambeds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. The loss of streambed plus any other losses of jurisdictional wetlands and waters caused by the NWP activity cannot exceed 1/2-acre. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.
Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Section 404)

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case- specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization.
Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre- construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits

the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.
(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.
(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.
(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non- Federal applicant of the Corps' determination within 45 days of receipt of a complete pre- construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.
(d) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.
(e) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA

section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.
(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.
(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.
(e) Prospective permittees should be aware that section 110k of the NHPA (54
U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.
(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.
(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only

after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:
(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.
(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.
(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).
(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.
(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.
(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).
(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.
(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).
(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.
(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).
(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.
(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.
(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

_____

(Date)

_____

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre- construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:
(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee

cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).
(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:
(1) Name, address and telephone numbers of the prospective permittee;
(2) Location of the proposed activity;
(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;
(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;
(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and
(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.
(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.
(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.
(2) Agency coordination is required for: (i) all NWP activities that require pre- construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.
(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.
(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision

In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

1. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site- specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31)

MISSOURI NATIONWIDE PERMIT REGIONAL CONDITIONS

For All Nationwide Permits

1. Stream Crossings. In addition to requirements of General Condition 2 and General Condition 9 of the Nationwide Permits, the following guidelines for stream crossings apply for regulated activities in waters of the United States. The guidelines are available at: http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC1Streams.pdf.

- Corps Districts may waive Regional Condition 1 when project site geomorphology (i.e. bedrock, gradient) or existing alterations (i.e. adjacent impoundment, as part of a dry detention basin) creates conflict with the guidelines. The applicant must provide preconstruction notification to the District Engineer for any waiver request.

2. Seasonal Restrictions for Activities Proposed in Spawning Areas. In addition to the requirements of General Condition 3 of the Nationwide Permits, the following specific seasonal restrictions apply for regulated activities in waters of the United States. Between the closed dates listed in the Missouri Combined Stream Spawning List, the permittee must not excavate from or discharge into the listed waters. The list of waters with seasonal restrictions is available on request from the Corps or at: http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC2SpawningList.pdf.

- Corps Districts may waive Regional Condition 2 when the applicant demonstrates imminent threats to public safety and health, or to property. The Corps will consult with the U.S. Fish and Wildlife Service and Missouri Department of Conservation before granting the waiver and may add additional special conditions to protect aquatic life during the operation. The applicant must provide preconstruction notification to the District Engineer for any waiver request.

3. Invasive and Exotic Species. Plant species listed at: http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MOInvasivePlants.pdf shall not be used for revegetation unless this requirement is waived by the district engineer based on a case specific analysis of the revegetation plan. Best management practices should be used to reduce the risk of transferring invasive plant and animal species to or from the project site. Best management practices can be found at: http://www.invasivespeciesinfo.gov/toolkit/prevention.shtml. Known zebra mussel waters within Missouri can be found at: https://huntfish.mdc.mo.gov/sites/default/files/downloads/zebraapril2013_0.pdf.

4. Suitable Material. In addition to the specific examples in General Condition 6 of the Nationwide Permits, the following materials are not suitable for fill activities in waters of the United States: vehicle bodies, construction or demolition debris, asphalt in any form, garbage, tires, treated lumber products that do not comply with the Registration Documents issued by the U.S. Environmental Protection Agency (USEPA) under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) and that are not in accordance with standards issued by American Wood Protection Association of the International Code Council, liquid concrete not poured into forms, grouted riprap, bagged cement and sewage or organic waste.

Broken concrete used as bank stabilization must be reasonably well graded, consisting of pieces varying in size from 20 pounds up to and including at least 150 pound pieces to withstand expected high flows. Applicants must break all large slabs to conform to the well graded requirement.

Generally, the maximum weight of any piece should not be more than 500 pounds. Gravel and dirt should not exceed 15% of the total fill volume when using broken concrete as fill. All protruding reinforcement rods, trash, asphalt, and other extraneous materials must be removed from the broken concrete prior to placement in waters of the United States.

5. Priority Watersheds. The applicant must provide preconstruction notification to the District Engineer for any regulated activity in a priority watershed. The list of priority watersheds requiring notification is available on request from the Corps or at: http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/PriorityWatersheds.pdf

6. Special Aquatic Resources. The applicant must provide preconstruction notification to the District Engineer for any regulated activity which may impact a jurisdictional fen, seep or bog of any size.

7. Sensitive Aquatic Species. The applicant must provide preconstruction notification to the District Engineer for any regulated activity in waters listed at: http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC7AquaticSpecies.pdf. The submitted preconstruction notification will be coordinated in accordance with General Condition 32(d) with the U.S. Fish and Wildlife Service as determined appropriate by the Corps.

For Specific Nationwide Permits:

8. NWP 12 – Utility Line Activities. The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is in a special aquatic site or when new utility line construction activities have multiple crossings of the same stream and/or parallel a stream. The preconstruction notification must include a revegetation plan for impacted wetlands and riparian areas in accordance with Regional Condition 3. Where preconstruction notification is required for utility line activities within streams, the submittal must include site-specific plans for the stabilization of disturbed channel bed and bank areas.

9. NWP 23 – Approved Categorical Exclusions. The applicant must provide preconstruction notification to the District Engineer for all regulated Nationwide Permit 23 activities in waters of the United States. In addition to information required by General Condition 32, the applicant must identify the approved categorical exclusion that applies and provide documentation that the project fits the categorical exclusion.

10. NWP 27 – Stream and Wetland Restoration Activities. The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is associated with impacts to forested wetlands.

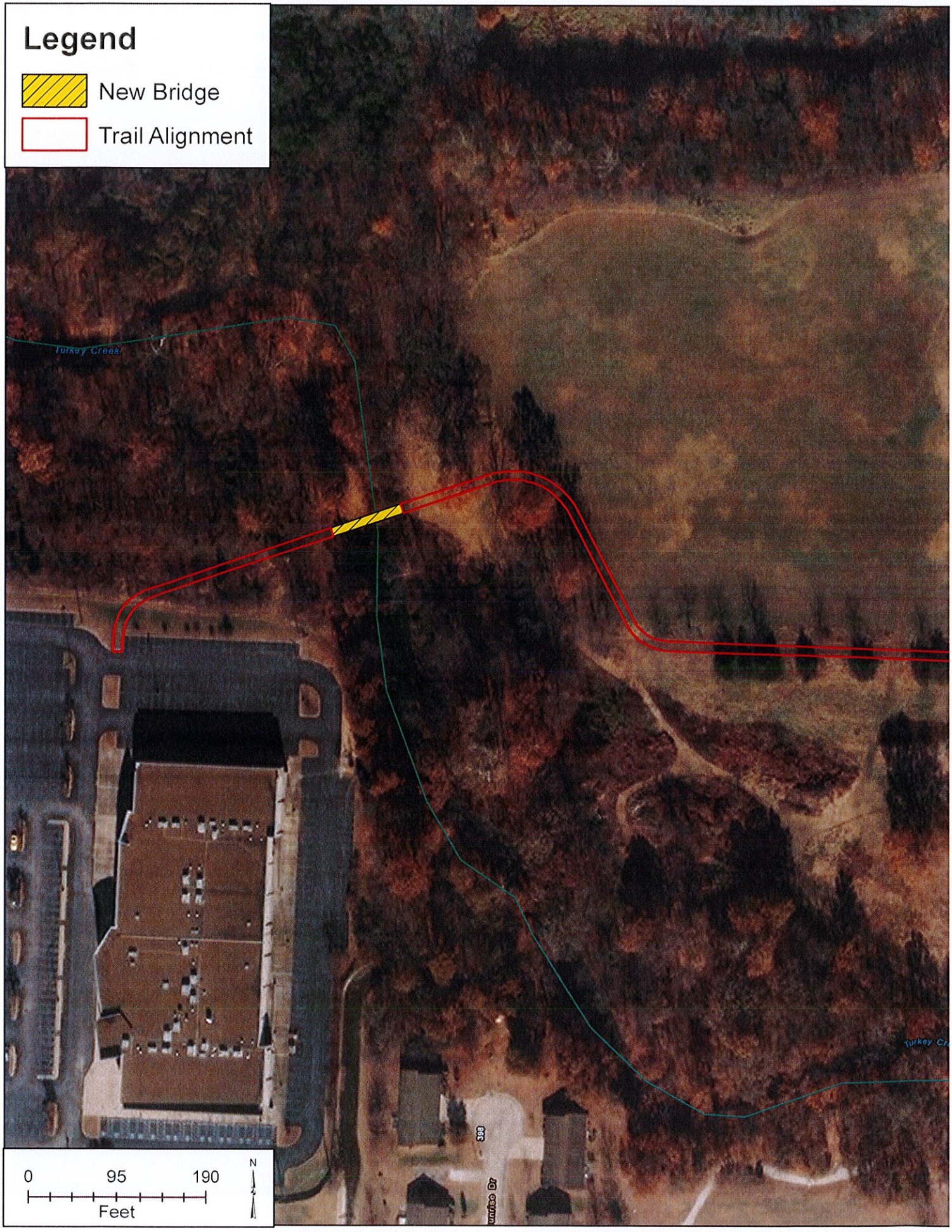
11. NWP 44 – Mining Activities. Nationwide Permit 44 cannot be used to authorize in-stream mining projects, including in-stream sand and gravel mining operations.

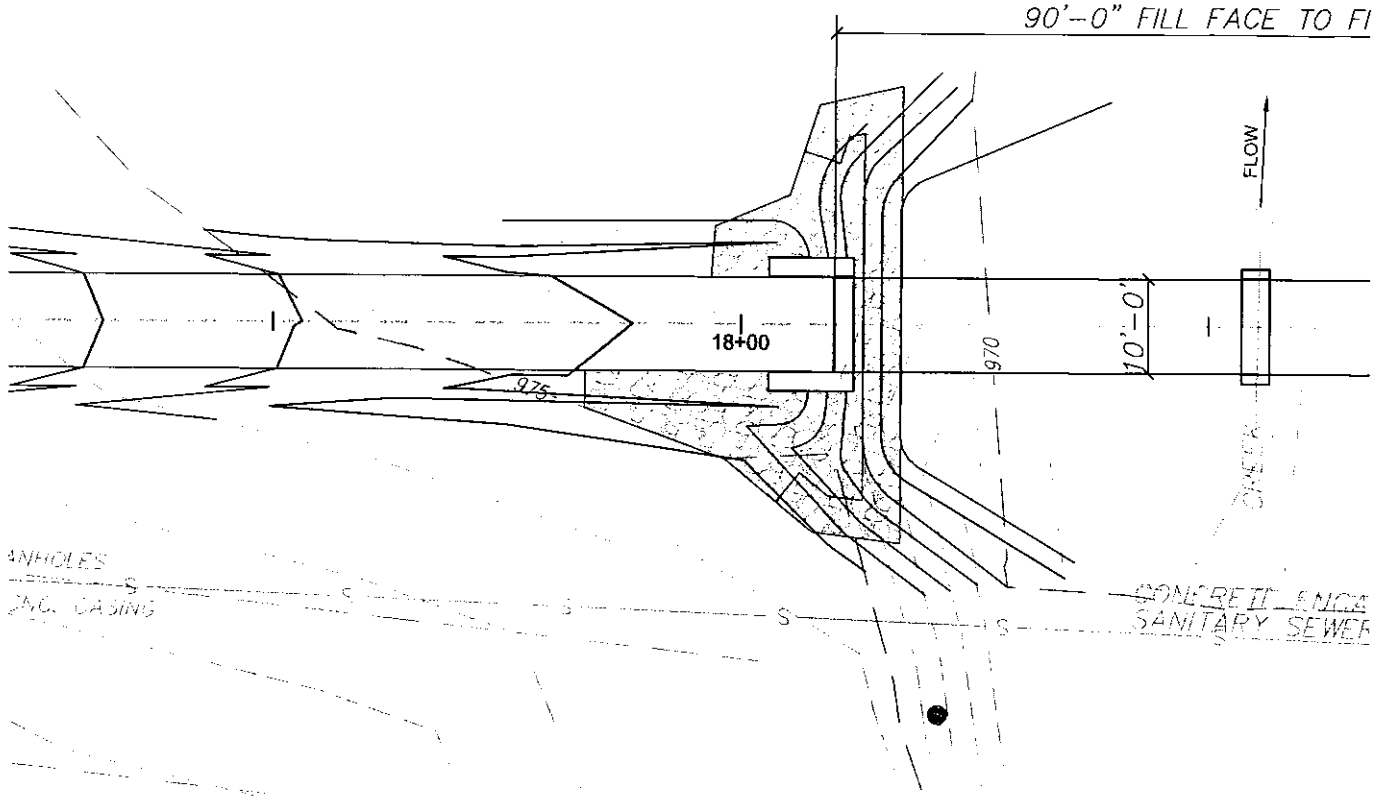
12. Requirements for Waiver of 300 Linear Foot Limit Associated with NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51 and 52 and all Waiver Limits Associated with NWP 13. Waiver considerations for NWP 13 include activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharge of dredged or fill material into special aquatic sites. The applicant must

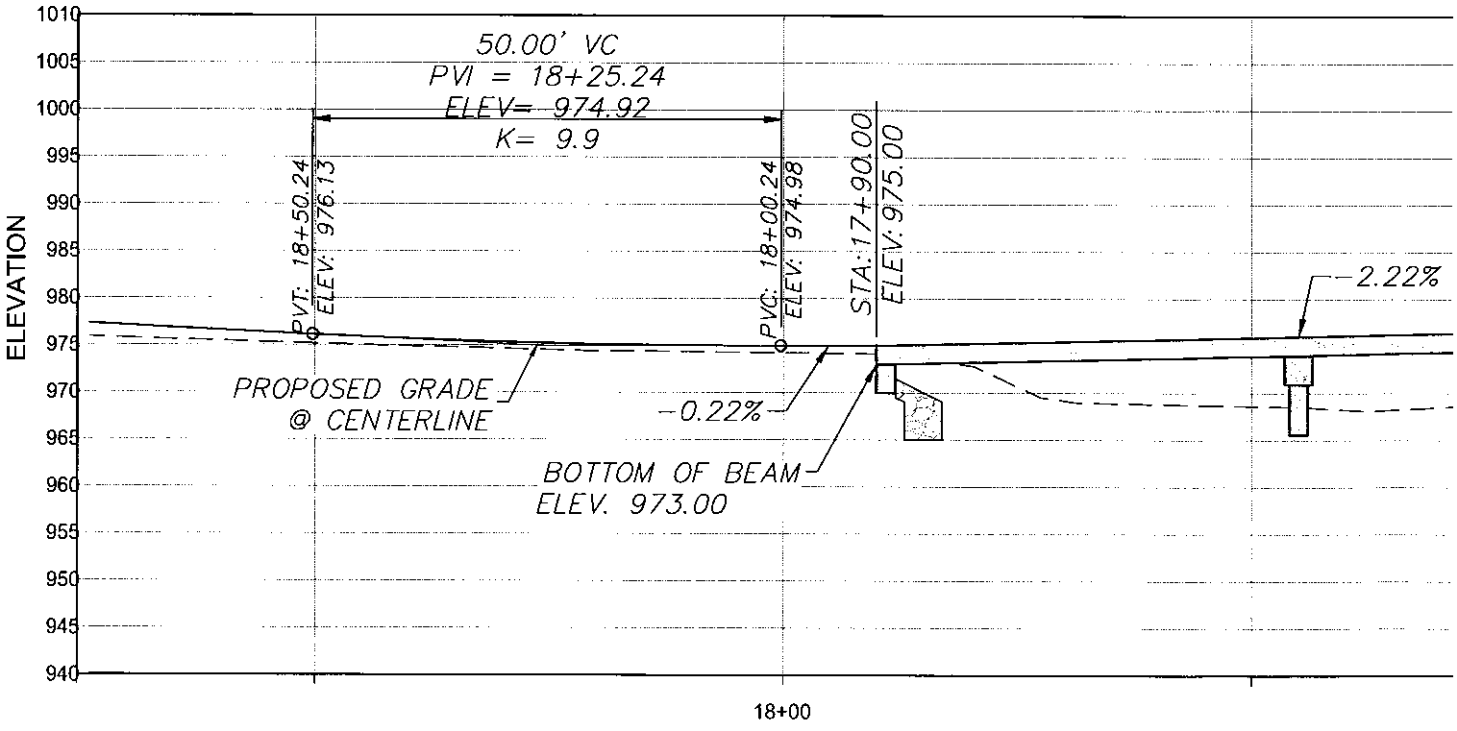
request the waiver in writing and provide documentation and environmentally based reasons to support the waiver request in accordance with the requirements of General Condition 32(d) for making waiver determinations.

13. Lake of the Ozarks: The applicant must provide a preconstruction notification to the District Engineer for any regulated activity associated with Nationwide Permits 3, 7, 12, 14, 15, 18, 22, 27, 33 and 45 within Lake of the Ozarks. A copy of this notification must also concurrently be sent to Ameren Missouri. Nationwide Permits 2, 13, 16, 19, 25, 29, 31, 35, 36, 39, 41 and 44 are revoked in the Lake of the Ozarks. NWPs 1, 9, 10, 11 and 28 are only valid when both Ameren Missouri and the Missouri State Water Patrol have approved the activity. The Corps and Ameren Missouri, regardless of the request to use any Nationwide Permit, may verify the activity under the provisions of Regional General Permit 38M http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/permits/2016-07-05GP-38M.pdf. Additional information on Ameren Missouri and Lake of the Ozarks permit requirements can be found at the following webpage: https://www.ameren.com/missouri/lake-of-the-ozarks.

Note: Preconstruction Notification to the District Engineer must be in accordance with General Condition 32 of the Nationwide Permits.


Legend
New Bridge
Trail Alignment
Turkey Creek
0
95
190
Feet
N


90'-0" FILL FACE TO FI
FLOW
18+00
10'-0"
970
975
ANHOLES
S
S
S
S
S
S
SANITARY SEWER


1010
1005
1000
995
990
985
980
975
970
965
960
955
950
945
940
ELEVATION
50.00' VC
PVI = 18+25.24
ELEV= 974.92
K= 9.9
PVT: 18+50.24
ELEV: 976.13
PVC: 18+00.24
ELEV: 974.98
STA: 17+90.00
ELEV: 975.00
2.22%
PROPOSED GRADE
@ CENTERLINE
-0.22%
BOTTOM OF BEAM
ELEV. 973.00
18+00

STA
SCAL

PERMITTEE COMPLIANCE CERTIFICATION

PERMIT NO.: SWL 2016-00377-1 **NWP/S NO.:** 42

PERMITTEE NAME: City of Joplin

DATE OF ISSUANCE: August 20, 2019

PROJECT MANAGER: Gerald Dickson

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

US Army Corps of Engineers, Little Rock
ATTENTION: CESWL-RD
PO Box 867
Little Rock, Arkansas 72203-0867

Please note that your permitted activity is subject to a compliance inspection by a US Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

DATE WORK COMPLETED: _____

_____ _____

SIGNATURE OF PERMITTEE **DATE**

Missouri Department of NATURAL RESOURCES
dnr.mo.gov
Michael L. Parson, Governor
Carol S. Comer, Director

OCT 0 8 2019

Mr. Dan Johnson
Public Works Department
City of Joplin
602 South Main Street
Joplin, MO 64801

RE: 2016-00377-1/CEL000999 in Jasper County

Dear Mr. Johnson:

The Missouri Department of Natural Resources' Water Protection Program has reviewed your request for Clean Water Act (CWA) Section 401 Water Quality Certification (WQC) to accompany the U.S. Army Corps of Engineers' (USACE) Nationwide Permit (NWP) 42 for "Recreational Facilities."

The project does not meet the State of Missouri's General Condition No. 7b. for precertification; therefore, an individual WQC is being issued. This condition states that an individual WQC is required for any NWP issued on a water that is listed for a sediment-related impairment as listed in the most current Water Quality Report (Section 305(b) Report) at http://dnr.mo.gov/env/wpp/waterquality/303d/303d.htm. Turkey Creek is impaired for cadmium, lead, and zinc in the sediment.

The project proposes the construction of a span pedestrian bridge over Turkey Creek. Approximately 160 cubic yards of Missouri Department of Transportation Type 2 Rock Blankets will be placed below the ordinary high water mark for bank stabilization and bridge protection.

The proposed project is located in Turkey Creek in Section 6, Township 27 North, Range 32 West in Joplin, Jasper County, Missouri. Approximate geographic coordinates for the project are 37.093876°N, 94.467965°W.

This WQC is being issued under Section 401 of Public Law 95-217, the CWA of 1977 and subsequent revisions. This office certifies the proposed project will not cause the general or numeric criteria to be exceeded nor impair beneficial uses established in the Water Quality Standards, 10 CSR 20-7.031, provided the following conditions are met:

1. Antidegradation requirements dictate all appropriate and reasonable Best Management Practices (BMPs) related to erosion and sediment control, project stabilization, and

prevention of water quality degradation are applied and maintained; for example, preserving vegetation, streambank stability, and basic drainage. Because Turkey Creek is impaired for cadmium, lead, and zinc in the sediment, special care shall be taken to select appropriate BMPs to prevent re-entrainment and deposition of contaminated sediments. BMPs shall be properly installed prior to conducting authorized activities and maintained, repaired, and/or replaced as needed during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by project activities so as to comply with Missouri's general water quality criteria [10 CSR 20-7.031(4) on Page 15 at http://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf].

2. Excavated sediment shall not be redeposited and shall be disposed of at an appropriate off-site waste disposal facility.

3. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected such as for bank stabilization and shall not be used due to their potential to cause violations of the general criteria of Missouri's Water Quality Standards (10 CSR 20-7.031(4)(A)-(H)):
   a. Earthen fill, gravel, broken concrete where the material does not meet the specifications stated in the "Missouri Nationwide Permit Regional Conditions" (http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/2017NWP_MORegCon.pdf?ver=2017-03-17-114205-543), since these materials are usually not substantial enough to withstand erosive flows, and fragmented asphalt.
   b. Concrete with exposed rebar.
   c. Tires, vehicles or vehicle bodies, and construction or demolition debris are solid waste and are excluded from placement in the waters of the state.
   d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure.
   e. Any material containing chemicals that would result in violation of Missouri's Water Quality Standards.

4. The project shall not allow the filling of jurisdictional springs such as those associated with a water body's point of origin or located in a streambed.

5. Any waste concrete or concrete rinsate shall be disposed of in a manner that does not result in any discharge to the jurisdictional water ways.

6. Conduct project activity at low flows and water levels to limit the amount of sediment disturbance caused by the heavy equipment. Care shall be taken to keep machinery out of the water way as much as possible. If work in the water way is unavoidable, it shall be performed in a way that minimizes the duration and amount of any disturbance to banks, substrate, and vegetation to prevent increases in turbidity.

7. No project shall accelerate bed or bank erosion. Streambed gradient shall not be adversely altered during project construction.

8. The stream channel shall not be widened or otherwise modified. A stream channel is defined as the area between the high banks of the creek where water is flowing.

9. Channelization of streams is not allowed under this precertification:
   a. Channelization includes but is not limited to reducing the length of the channel, widening the channel for increased water storage or flow, and/or construction of hard structures which concentrate flow.
   b. Typically bank stabilization activities along only one bank of a stream are permitted. For this project, bank stabilization along both banks to stabilize the toe of the bridge are permitted as designed.
   c. The redirection of flow by excavation of the opposite bank or a streambed is considered a channel modification and is prohibited.

10. All efforts shall be made to minimize exposure of unprotected soils. To the best of the applicant's ability, project activity shall be conducted at times of little or no rainfall to limit the amount of overland flow and sediment disturbance caused by heavy equipment.

11. Clearing of vegetation and trees shall be the minimum necessary to accomplish the activity except for the removal of invasive or noxious species and placement of ecologically beneficial practices.

12. The riparian area, banks, etc., shall be restored to a stable condition to protect water quality as soon as possible. Seeding, mulching, and needed fertilization should be within three days of final contouring. To ensure erosion and deposition of soil in waters of the state are not occurring from this project, onsite inspections of these areas should be conducted as necessary to ensure successful revegetation and stabilization.

13. Fuel, oil and other petroleum products, equipment, construction materials, and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent flood-prone areas beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation.

14. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Department's Environmental Emergency Response phone line at 573-634-2436 or website at http://dnr.mo.gov/env/esp/esp-eer.htm.

15. The city of Joplin is covered under Municipal Separate Storm Sewer System Permit MO-R040041 with measures to control and possibly treat stormwater. You shall comply with all stormwater requirements of the city's Stormwater Management Plan and any related ordinances.

16. Land disturbance activities disturbing one or more acres of total area for the entire project or less than one acre for sites that are part of a common promotional plan of development may require a stormwater permit. Instructions on how to apply for and receive the online land disturbance permit are located at www.dnr.mo.gov/env/wpp/epermit/help.htm. Questions regarding permit requirements may be directed to the Department's Land Disturbance phone line at 573-526-2082 or toll free at 855-789-3889.

17. Acquisition of a WQC shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System Permits. Permits or any other requirements shall remain in effect. Questions regarding permit requirements may be directed to the Department's Southwest Regional Office by phone at 417-891-4300.

18. Representatives from the Department shall be allowed upon request on the project property to inspect the authorized activity as deemed necessary by the Department to ensure compliance with WQC conditions and Missouri's Water Quality Standards. The applicant or their consultant shall submit any requested information deemed necessary by the Department to ensure compliance with WQC conditions.

19. The WQC is based on the plans as submitted. Should any plan modifications occur, please contact the Department to determine whether the WQC remains valid or needs to be amended or revoked.

Pursuant to Chapter 644, RSMo, commonly referred to as the Missouri Clean Water Law, and fee regulations under 10 CSR 20-6.011(2)(I), this WQC shall be valid only upon payment of a fee of $150. The enclosed invoice contains the necessary information on how to submit your fee. Payment must be received within 15 business days of receipt of this WQC. Upon receipt of the fee, the applicable office of the USACE will be informed the WQC is now in effect and final.

If you were adversely affected by this decision, you may be entitled to an appeal before the Administrative Hearing Commission (AHC) pursuant to Section 621.250, RSMo. To appeal, you must file a petition with the AHC within 30 days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the

AHC. Contact information for the AHC is: Administrative Hearing Commission, United States Post Office Building, Third Floor, 131 West High Street, P.O. Box 1557, Jefferson City, MO 65102; Phone: 573-751-2422; Fax: 573-751-5018; and website: www.oa.mo.gov/ahc.

This WQC is part of the USACE's permit. Water Quality Standards must be met during any operations authorized. If you have any questions, please contact Mr. Billy Hackett by mail at Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176, by phone at 573-526-3337, and by email at billy.hackett@dnr.mo.gov. Thank you for working with the Department to protect our aquatic resources.

Sincerely,

WATER PROTECTION PROGRAM

Chris Wieberg
Director

CW:bhp

Enclosure

c: Ms. Sherry Bell, Fiscal Management Section, Budget and Fees Unit
Mr. Gerald Dickson, U.S. Army Corps of Engineers, Little Rock District
Mr. Kevin Hess, Southwest Regional Office

Federal Emergency Management Agency
Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

DATA REQUIRED FOR FOLLOW-UP LOMR

Upon completion of the project, your community must submit the data listed below and request that we make a final determination on revising the effective FIRM and FIS report. If the project is built as proposed and the data below are received, a revision to the FIRM and FIS report would be warranted.

• Form 1, entitled "Overview & Concurrence Form". Detailed application and certification forms must be used for requesting final revisions to the maps. Therefore, when the map revision request for the area covered by this letter is submitted, Form 1 must be included. If as-built conditions differ from the proposed plans, please submit new forms, which may be accessed at http://www.fema.gov/plan/prevent/fhm/dl_mt-2.shtm, or annotated copies of the previously submitted forms showing the revised information.

• Form 2, entitled "Riverine Hydrology & Hydraulics Form"
• Form 3, entitled "Riverine Structures Form"

• Hydraulic analyses, for as-built conditions, of the base flood; the 10-percent, 2-percent, and 0.2 percent annual chance floods; and the regulatory floodway, together with a topographic work map showing the revised floodplain [and floodway] boundaries. Please ensure that the revised information ties in with the current effective information at the downstream and upstream ends of the revised reach.

• Annnotated copies of the FIRMs, at the scale of the effective FIRMs, that show the revised floodplain and floodway boundary delineations shown on the submitted work map and how they tie into the floodplain and floodway boundary delineations shown on the current effective FIRMs at the downstream and upstream ends of the revised reach

• As-built plans, certified by a registered professional engineer, of all proposed project elements

• Documentation of the individual legal notices sent to property owners who will be affected by any widening/shifting of the base floodplain and/or any BFE increases along Turkey Creek

• Evidence that your community has, prior to approval of the proposed encroachment, adopted floodplain management ordinances that incorporate the increased BFEs and revised floodway boundary delineations to reflect the post-project conditions, as stated in Paragraph 65.12(b)

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on the FEMA website at http://www.fema.gov/nfip.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

• FEMA's fee schedule for reviewing and processing requests for conditional and final modifications to published flood information and maps may be accessed at http://www.fema.gov/plan/prevent/fhm/frm_fees.shtm. The fee at the time of the map revision submittal must be received before we can begin processing the request. Payment of this fee can be made through a check or money order, made payable in U.S. funds to the National Flood Insurance Program, or by credit card (Visa or MasterCard only). Please forward the payment, along with the revision application, to the following address:

LOMC Clearinghouse
847 South Pickett Street
Alexandria, VA 22304-4605

After receiving appropriate documentation to show that the project has been completed, FEMA will initiate a revision to the FIRM and Flood Insurance Study (FIS) Report. Because the flood hazard information (i.e., base flood elevations, base flood depths, SFHAs, zone designations, and/or regulatory floodways) will change as a result of the project, a 90-day appeal period will be initiated for the revision, during which community officials and interested persons may appeal the revised flood hazard information based on scientific or technical data.

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional Information about the NFIP is available on the FEMA website at http://www.fema.gov/nfip.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency
Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION
COMMENT DOCUMENT (CONTINUED)

COMMUNITY INFORMATION (CONTINUED)

COMMUNITY REMINDERS

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Mr. Michael R. Scott
Director, Mitigation Division
Federal Emergency Management Agency, Region VII
9221 Ward Parkway
Kansas City, MO 64114
(816) 283-7002

This comment is based on the flood data presently available. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605. Additional information about the NFIP is available on the FEMA website at http://www.fema.gov/nfip.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Region 3 (Minnesota, Wisconsin, Michigan, Iowa, Illinois, Indiana, Ohio, and Missouri) U.S. Fish and Wildlife Service Provides Online Tool Decision Process for CLOMR Applicants to Comply with ESA

The Federal Emergency Management Agency (FEMA) is responsible for complying with the Endangered Species Act (ESA) when it processes Conditional Letters of Map Revision (CLOMRs) or CLOMR-Fs (with Fill) for floodplain development projects in Special Flood Hazard Areas.

As part of the CLOMR application process, FEMA asks applicants to ensure that Endangered Species Act compliance has been achieved prior to submitting their CLOMR applications. FEMA's Procedure Memorandum 64 states "The CLOMR-F or CLOMR request will be processed by FEMA only after FEMA receives documentation from the requester that demonstrates compliance with the ESA."

Region 3 of the U.S. Fish and Wildlife Service developed a web site to help project proponents navigate this process and determine if their projects "may affect" listed species. CLOMR applicants in FWS can go to the section 7 Technical Assistance webpage (http://www.fws.gov/midwest/endangered/section7/s7process/step1.html) and follow the step-by-step process.

It is anticipated that many of the CLOMR projects within these states will not affect listed species. Thus, the U.S. Fish and Wildlife Service further developed a process on the website to assist applicants in quickly assessing whether their project will have "no effect" or "may affect". **This part of the step by step process is streamlined specifically for evaluating CLOMR projects http://www.fws.gov/midwest/endangered/section7/no_effect/fema3.html and will help applicants determine if their project meets the criteria for a "no effect" determination.**

For projects that will have no effect, the final step of the process is to fill out and print the determination so that it can be included with the CLOMR application to FEMA. "No Effect" determinations from the Region 3 website will be accepted as documentation of compliance with the ESA and will not require applicants to contact individual U.S. Fish and Wildlife Service Ecological Services Field Offices.

For projects that do not meet the "no effect" criteria, applicants are encouraged to continue with the step by step process and utilize the tools available on the website to evaluate projects before contacting the U.S. Fish and Wildlife Service for review.

Missouri Department of Conservation

Natural Heritage Review Report

April 28, 2014 -- Page 1 of 2

Resource Science Division
P. O. Box 180
Jefferson City, MO 65102
Prepared by: Emily Clancy
Emily.Clancy@mdc.mo.gov
(573) 522 - 4115 ext. 3182

Lindsey Chaffin
Great River Associates
lchaffin@greatriv.com

Project type:	Trail and Bridge
Location/Scope:	Section 6 of T27N R32W
County:	Jasper
Query reference:	City of Joplin - MSSU Trail & Pedestrian Bridge over Turkey Creek
Query received:	April 23, 2014

This NATURAL HERITAGE REVIEW is not a site clearance letter. Rather, it identifies public lands and sensitive resources known to have been located close to and/or potentially affected by the proposed project. On-site verification is the responsibility of the project. Natural Heritage records were identified at some date and location. This report considers records near but not necessarily at the project site. Animals move and, over time, so do plant communities. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean a protected species will not be encountered. These records only provide one reference and other information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Look for additional information about the biological and habitat needs of records listed in order to avoid or minimize impacts. More information is at http://mdc.mo.gov/discover-nature/places-go/natural-areas and mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx. Contact information for the department's Natural History Biologist is online at http://mdc.mo.gov/contact-us.

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

Natural Heritage records identify no wildlife preserves, no designated wilderness areas or critical habitats, no federal-listed species records within one mile of the site, or in the public land survey section listed above or sections adjacent.

Streams in the area should be protected from soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats. See insert regarding *Management Recommendations for Construction Projects Affecting Missouri Streams and Rivers.*

- Avoid disturbance to stream banks and riparian areas. Channel modification, flow interruption or bank modification should occur only in compliance with conditions established in permits required under the federal Clean Water Act.
- Grade and seed disturbed areas as soon as possible to minimize erosion. Native grasses and wildflowers are recommended for plantings compatible with the local native landscape and wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crown vetch and sericea lespedeza.
- All temporary in-channel fills that could impound water should be culverted. Culverts should (a) maintain at least six inches of water and (b) not create water velocities in excess of two feet per second during average annual discharges. A drop between the downstream end of the culverts and the downstream water surface should not occur at any time.
- Avoid work in the channel from March 15 until June 15, a time when many fish are spawning and eggs need minimal disturbance.

Take all necessary precautions to prevent petroleum products from entering the stream.

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

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

Natural Heritage records identify no state-listed endangered species within 1 mile of the site.

Natural Heritage records identify no state-ranked species and/or natural communities within 1 mile of the site.

See http://mdc.mo.gov/sites/default/files/resources/2010/04/2014_species_concern.pdf for a complete list of species and communities of conservation concern.

STATE ENDANGERED species are listed in and protected under the Wildlife Code of Missouri (3CSR10-4.111).

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

- Indiana bats (*Myotis sodalis*, federally and state listed endangered) hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats, especially from September to April. **If any trees need to be removed by your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132).**
- Jasper County has known karst geologic features (e.g. caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are species of conservation concern) are influenced by changes to water quality, so check your project site for any karst features and make every effort to protect groundwater in the project area. See http://mdc.mo.gov/nathis/caves/manag_construc.htm for best management information.
- Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment, so inspect and clean equipment thoroughly before moving between project sites.
  - Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
  - Drain water from boats and machinery that have operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
  - When possible, wash and rinse equipment thoroughly with hard spray or HOT water (≧104° F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.

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

Introduction

The streams and rivers of Missouri support a wide and diverse community of wildlife that includes many species of mammals, birds, fishes, mussels, crayfish, and insects. The continued diversity and health of this community is dependent upon how well Missourians manage and protect this resource. While water quality is essential, maintaining a diverse array of habitat features also is essential for aquatic wildlife to persist. Since implementation of the Clean Water Act, point source pollution has been greatly reduced, but polluted and sediment-laden runoff (non-point source) from rural and urban development is still a serious problem.

There are management practices that can be implemented to prevent degradation of our streams and rivers. By adapting these best management practices we can prevent the loss of species diversity and maintain the quality of our lives as well. Preventative measures may require extra effort initially, but they provide long-term dividends by eliminating costly damage resulting from poor management practices.

Access and Staging Area Management Recommendations

Staging areas are those short- or long-term sites within a construction or development area where most equipment and materials are stored. These areas often are accessed frequently; and when fuel and oil are stored here, the potential for runoff and erosion in these areas may be high.

→ Erosion and sediment controls should be installed and maintained to prevent discharge from the site.

→ Staging areas for crew, equipment, and materials should be established well away from streams and rivers or highly erodible soils.

→ Stationary fuel and oil storage containers should remain within a staging area or another confined area to avoid accidental spills into the stream systems.

→ Excess concrete and wash water from trucks and other concrete mixing equipment should be disposed of where this material cannot enter the stream systems.

→ If temporary roadways must be built, ensure that roadways are of low gradient with sufficient roadbed and storm water runoff drains and outlets. Containment basins, silt fences, filter strips, etc. should be included for retention of storm water runoff for reducing sediment introduction into natural waterways.

→ Avoid stream crossings. If unavoidable, temporary crossings should be used. Temporary crossings should not restrict or interrupt natural stream flow. If temporary in-channel fill is necessary, culverts of sufficient size should be employed to avoid water impoundment and allow for fish passage.

Riparian Corridor Management Recommendations

The riparian corridor is the vegetation adjacent to a stream or river. This area is critical to the health and quality of the aquatic environment because of its ability to slow and reduce sediment and chemical runoff into the stream or river channel. A riparian corridor with a minimum width of 100 feet from the edge of the stream or river should be maintained along both sides of streams and rivers.

→ Limit clearing of vegetation, including both standing and downed timber, to that which is absolutely necessary for construction purposes.

→ Heavy equipment use within the riparian corridor should be restricted to minimize vegetation destruction and compaction of soils. Flagging or fencing areas that are not to be disturbed is helpful in alerting construction personnel.

→ General application of pesticides, herbicides, or fertilizers within the riparian corridor should be prohibited to avoid water contamination due to over-spray or runoff. Fertilizer use or spot application of pesticides and herbicides is acceptable if appropriate non-restricted chemicals are used.

→ Riparian areas located down slope of construction zones should be physically screened with sediment controls, such as silt fences or filter strips. Sediment controls should be monitored after rain and maintained for the duration of the project.

→ All riparian corridors disturbed by the project should be revegetated immediately following or concurrent with project implementation. Appropriate native bottomland or riparian trees, shrubs, and grasses should be planted to ensure long-term stability in areas where the soil erosion threat is not critical. Annual non-native grasses such as rye or wheat may be planted in conjunction with native species to provide short-term erosion control. Areas judged to be subject to immediate soil loss due to steep slopes or other factors causing critical erosion conditions may be planted with non-native mixtures to assure rapid establishment and erosion control.

→ Post-construction evaluation of vegetation establishment should be conducted at one month intervals for at least three months after completion of the project. Any recommended sediment controls should be inspected at these times. If determined beneficial to soil stability and not adversely impacting site function and/or aesthetics, recommended sediment controls should remain permanent.
→ All temporary erosion and sediment controls should be removed (unless removal would cause further disturbance) and properly disposed of within 30 days after final site stabilization is achieved or after temporary practices are no longer needed.

Bank and Channel Management Recommendations

The structure of a bank is an important feature of a stream or river. It defines and provides stability for the channel.
→ Bank stability will vary depending on height, slope, and soil conditions. Project engineers and hydrologists should thoroughly investigate the physical properties and hydrologic record of the proposed site before construction begins.
→ Limit clearing of vegetation, including both standing and downed timber, to that which is absolutely necessary for construction purposes.
→ Projects in which bank alteration is necessary should employ, to the highest degree possible, erosion prevention measures before actual excavation activities begin. These preventative measures should be monitored regularly and maintained for the duration of the project.
→ Use of riprap for stream bank stabilization should be limited to those areas that could experience substantial erosion before adequate vegetation becomes established. The material for the rock blanket should consist of durable stone or broken concrete that is well graded. It is preferable that 40-60 percent of the material be as large as the thickness of the blanket, with enough smaller pieces of various sizes to fill the larger voids. It should not contain more than 10 percent of earth, sand, shale, and non-durable rock. Bank stabilization materials should allow for continuous passage of fish and other aquatic species.
→ No permanent fill materials, other than design-approved structures and related bank stabilization materials, should be placed in the stream channel. Avoid channelization. Excavated materials should not be stored or stockpiled below the high bank.
→ Work should be conducted during low flow periods when possible.
→ Care should be taken to keep machinery out of the waterway as much as possible.
→ Do not alter or remove natural stream features, such as riffles and pools.
→ Large woody debris is an important habitat component of a stream and should not be removed unless absolutely necessary for construction and maintenance purposes.

Information Contacts

For further information regarding regulations for development near streams and rivers, contact:

Missouri Department of Conservation
Policy Coordination Section
P.O. Box 180
2901 W. Truman Blvd.
Jefferson City, MO 65102-0180
Telephone: 573/751-4115

Missouri Department of Natural Resources
Division of Environmental Quality
P.O. Box 176
Jefferson City, MO 65102-0176
Telephone: 573/526-3315

U.S. Army Corps of Engineers
Regulatory Branch
700 Federal Building
Kansas City, MO 64106-2896
Telephone: 816/983-3990

U.S. Environmental Protection Agency
Water, Wetlands, and Pesticides Division
901 North 5th Street
Kansas City, KS 66101
Telephone: 913/551-7307

U.S. Fish and Wildlife Service
Ecological Services Field Office
608 E. Cherry Street, Room 200
Columbia, MO 65201
Telephone: 573/876-1911

Disclaimer

These Best Management Practices were prepared by the Missouri Department of Conservation with assistance from other state agencies, contractors, and others to provide guidance to those people who wish to voluntarily act to protect wildlife and habitat. Compliance with Best Management Practices is not required by the Missouri wildlife and forestry law nor by any regulation of the Missouri Conservation Commission. Other federal, state or local laws may affect construction practices.

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Columbia Ecological Services Field Office
101 PARK DEVILLE DRIVE, SUITE A
COLUMBIA, MO 65203
PHONE: (573)234-2132 FAX: (573)234-2181

Consultation Code: 03E14000-2015-SLI-0752 July 08, 2015
Event Code: 03E14000-2015-E-00421
Project Name: Joplin - Pedestrian Bridge and Trail

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

To Whom It May Concern:

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

Threatened and Endangered Species

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

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact our office if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. **Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days.** This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, please visit species profiles at http://www.fws.gov/midwest/endangered/section7/s7process/lifehistory.html. Indiana bats, gray bats, and northern long-eared bats occur throughout Missouri and the information below may help in determining if your project may affect these species.

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

Indiana and northern long-eared bats - These species hibernate in caves or mines only during the winter. The rest of the year they roost under loose tree bark in tree crevices or cavities during the day and forage around tree canopies of floodplain, riparian, and upland forests at night. Trees which should be considered potential roosting habitat include those exhibiting loose or shaggy bark, crevices, or hollows. Tree species often include, but are not limited to: shellbark or shagbark hickory, white oak, cottonwood, and maple. If your project will impact caves or mines or will involve clearing forested habitat containing suitable roosting habitat, Indiana bats or northern long-eared bats could be affected. If your project will involve removal of over 5 acres of forested habitat, you may wish to complete a Summer Habitat Assessment prior to contacting our office in order to expedite the consultation process. The Summer Habitat Assessment Form is available in Appendix A of the most recent version of the Range-wide Indiana Bat Summer Survey Guidelines, located at www.fws.gov/midwest/Endangered/mammals/inba/ under the heading Summer Survey Guidance.

If no suitable habitat for any federally-listed, candidate, or proposed species is present, and no species or their critical habitat will be affected, then no further consultation or coordination is required. However, if any of the following apply, please contact our office for further consultation:

1. Designated critical habitat is present within the project area,
2. Suitable habitat for listed, candidate, or proposed species is present within the project area (see above for habitat descriptions for bat species), or
3. You determine that project activities may affect these species or their critical habitat (e.g., project occurs upstream or within a distance such that the species or habitat could be affected).

The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. For additional conservation measures that may benefit species identified in the enclosed list, please contact our office.

Other Considerations

Bald and Golden Eagles - Although the bald eagle has recently been removed from the endangered species list, this species and the golden eagle are protected by the Bald and Golden

Eagle Act and the Migratory Bird Treaty Act. Should bald or golden eagles occur within or near the project area please contact our office for further coordination. For communication and wind energy projects, please refer to additional guidelines below.

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

Communication Towers - Construction of new communications towers (including radio, television, cellular, and microwave) creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds. However, the Service has developed voluntary guidelines for minimizing impacts and these can be found at http://www.fws.gov/habitatconservation/communicationtowers.html.

Transmission Lines - Migratory birds, especially large species with long wingspans, heavy bodies, and poor maneuverability can also collide with power lines, In addition, mortality can occur when birds, particularly hawks, eagles, kites, falcons, and owls, attempt to perch on uninsulated or unguarded power poles. In order to minimize these risks, please refer to guidelines developed by the Avian Power Line Interaction Committee's and the Service at http://www.aplic.org/uploads/files/2634/APPguidelines_final-draft_Aprl2005.pdf. Implementation of these measures is especially important along sections of lines adjacent to wetlands or other areas known to support large numbers of raptors and migratory birds.

Wind Energy - To minimize impacts to migratory birds and bats, wind energy projects should follow guidelines located at http://www.fws.gov/windenergy. In addition, please refer to the Service's Eagle Conservation Plan Guidance, located at http://www.fws.gov/windenergy/eagle_guidance.html, which provides guidance for conserving bald and golden eagles in the course of siting, constructing, and operating wind energy facilities.

Next Steps

Should you determine that project activities may impact any of the natural resources described herein, please contact our office for further coordination. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header.

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

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

Amy Salveter

Attachment

United States Department of Interior
Fish and Wildlife Service

Project name: Joplin - Pedestrian Bridge and Trail

Official Species List

Provided by:

Columbia Ecological Services Field Office
101 PARK DEVILLE DRIVE
SUITE A
COLUMBIA, MO 65203
(573) 234-2132

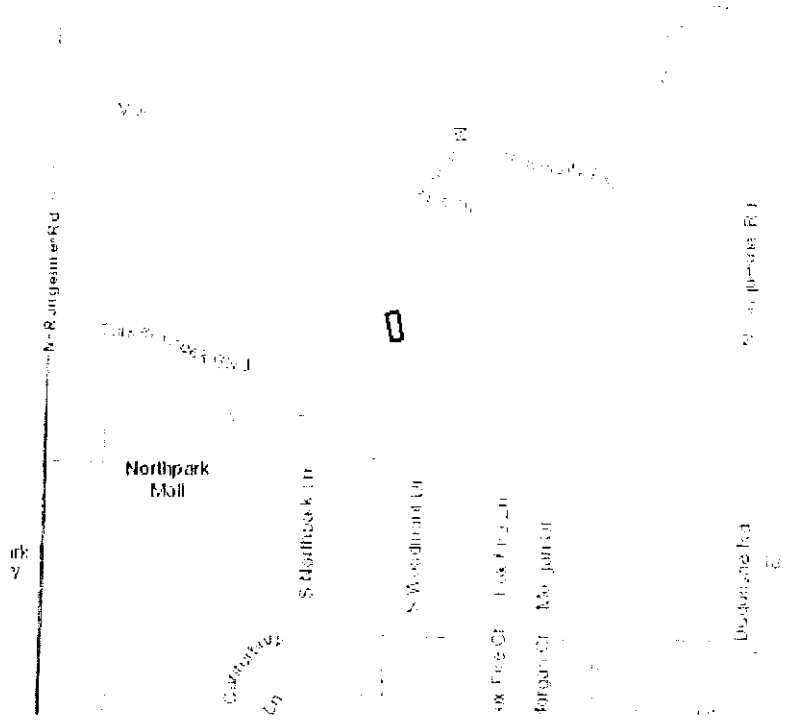
Consultation Code: 03E14000-2015-SLI-0752
Event Code: 03E14000-2015-E-00421

Project Type: BRIDGE CONSTRUCTION / MAINTENANCE

Project Name: Joplin - Pedestrian Bridge and Trail
Project Description: New Bridge

Please Note: The FWS office may have modified the Project Name and/or Project Description, so it may be different from what was submitted in your previous request. If the Consultation Code matches, the FWS considers this to be the same project. Contact the office in the 'Provided by' section of your previous Official Species list if you have any questions or concerns.

Project Location Map:



Project Coordinates: MULTIPOLYGON (((-94.46814179420471 37.093949713434085, -94.46782529354095 37.09400533931233, -94.46771800518036 37.093440520804634, -94.46798622608185 37.09339345240562, -94.46814179420471 37.093949713434085)))

Project Counties: Jasper, MO

United States Department of Interior
Fish and Wildlife Service

Project name: Joplin - Pedestrian Bridge and Trail

Endangered Species Act Species List

There are a total of 8 threatened, endangered, or candidate species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section further below for critical habitat that lies within your project. Please contact the designated FWS office if you have questions.

Clams	**Status**	**Has Critical Habitat**	**Condition(s)**
Neosho Mucket *(Lampsilis rafinesqueana)* Population: Neosho mucket	Endangered	Proposed	
Fishes			
Arkansas darter *(Etheostoma cragini)*	Candidate		
Flowering Plants			
Running Buffalo clover *(Trifolium stoloniferum)*	Endangered		
Western Prairie Fringed Orchid *(Platanthera praeclara)*	Threatened		
(Geocarpon minimum)	Threatened		
Mammals			
Gray bat *(Myotis grisescens)* Population: Entire	Endangered		
Indiana bat *(Myotis sodalis)* Population: Entire	Endangered		
Northern long-eared Bat *(Myotis*	Threatened		

septentrionalis)			

Critical habitats that lie within your project area

There are no critical habitats within your project area.

United States Department of Interior
Fish and Wildlife Service

Project name: Joplin - Pedestrian Bridge and Trail

Appendix A: FWS Migratory Birds

The protection of birds is regulated by the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA). Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). The MBTA has no otherwise lawful activities. For more information regarding these Acts see: http://www.fws.gov/migratorybirds/RegulationsandPolicies.html.

All project proponents are responsible for complying with the appropriate regulations protecting birds when planning and developing a project. To meet these conservation obligations, proponents should identify potential or existing project-related impacts to migratory birds and their habitat and develop and implement conservation measures that avoid, minimize, or compensate for these impacts. The Service's Birds of Conservation Concern (2008) report identifies species, subspecies, and populations of all migratory nongame birds that, without additional conservation actions, are likely to become listed under the Endangered Species Act as amended (16 U.S.C 1531 et seq.).

For information about Birds of Conservation Concern, go to:
http://www.fws.gov/migratorybirds/CurrentBirdIssues/Management/BCC.html.

To search and view summaries of year-round bird occurrence data within your project area, go to the Avian Knowledge Network Histogram Tool links in the Bird Conservation Tools section at:
http://www.fws.gov/migratorybirds/CCMB2.htm.

For information about conservation measures that help avoid or minimize impacts to birds, please visit:
http://www.fws.gov/migratorybirds/CCMB2.htm.

Migratory birds of concern that may be affected by your project:
There are 23 birds on your Migratory birds of concern list.

Species Name	**Bird of Conservation Concern (BCC)**	**Seasonal Occurrence in Project Area**
Bell's Vireo *(Vireo bellii)*	Yes	Breeding
Least Bittern *(Ixobrychus exilis)*	Yes	Breeding

Rusty Blackbird *(Euphagus carolinus)*	Yes	Wintering
Sedge Wren *(Cistothorus platensis)*	Yes	Migrating
Wood Thrush *(Hylocichla mustelina)*	Yes	Breeding
Worm eating Warbler *(Helmitheros vermivorum)*	Yes	Breeding
Bewick's Wren *(Thryomanes bewickii ssp. bewickii)*	Yes	Year-round
Harris's Sparrow *(Zonotrichia querula)*	Yes	Wintering
Bald eagle *(Haliaeetus leucocephalus)*	Yes	Year-round
Pied-billed Grebe *(Podilymbus podiceps)*	Yes	Year-round
Blue-winged Warbler *(Vermivora pinus)*	Yes	Breeding
Dickcissel *(Spiza americana)*	Yes	Breeding
Henslow's sparrow *(Ammodramus henslowii)*	Yes	Breeding
Hudsonian Godwit *(Limosa haemastica)*	Yes	Migrating
Kentucky Warbler *(Oporornis formosus)*	Yes	Breeding
Loggerhead Shrike *(Lanius ludovicianus)*	Yes	Year-round

Painted Bunting *(Passerina ciris)*	Yes	Breeding
Prairie Warbler *(Dendroica discolor)*	Yes	Breeding
Prothonotary Warbler *(Protonotaria citrea)*	Yes	Breeding
Fox Sparrow *(Passerella liaca)*	Yes	Wintering
Red-headed Woodpecker *(Melanerpes erythrocephalus)*	Yes	Year-round
Short-eared Owl *(Asio flammeus)*	Yes	Wintering
Swainson's hawk *(Buteo swainsoni)*	Yes	Breeding