CONTRACT DOCUMENTS

ATTACHMENT #3

BRIDGE REPLACEMENT

CONTRACT DOCUMENTS

CLAY COUNTY
1 Courthouse Square
Liberty, MO 64068

FEDERAL: BRO-B024(24)
BRIDGE : 05000031
GRA: 14-3334

STATE OF MISSOURI
SPENCER N. JONES
NUMBER E-28676
REGISTERED PROFESSIONAL ENGINEER
6/26/14

2826 South Ingram Mill Road Springfield, Missouri 65804 Phone: 417.886.7171 Fax: 417.886.7591 www.greatriv.com

GRA GREAT RIVER ASSOCIATES

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BRO-B024(24)

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INVITATION TO BID

CLAY COUNTY BRIDGE REPLACEMENT

Sealed bids for the "Proposal for the Construction of Clay County Bridge #05000031 BRO-B024(24) Replacement" will be received at: Clay County - Department of Purchasing & Contract Services, 1 Courthouse Square, Liberty, MO 64068 until 2:00 P.M. (Prevailing Local Time) on the 22nd day of October, 2014, at the Clay County Administration Building, 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 single-span, 90-foot long pre-stressed NU girder bridge, approach roadway work and any incidental work in accordance with the plans and specifications. The project is located at 17216 Bishop Road, in Section 14, Township 53N, Range 31W, Clay County, Missouri, over Muddy Fork.

Plans and specifications may be purchased at the office of the Great River Associates (GRA), at 2826 S. Ingram Mill, Springfield, MO 65804 upon payment of $75.00 (paper copy) or $50 (CD), which is not refundable. All bidders must purchase plans through Great River Associates, Inc. and be on the planholder list in order to bid the project.

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 Missouri Division of Labor Standards state wage rates.

The Clay County Commission 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, 2011 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 certified cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal.

The Clay County Commission 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 10%.

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

Bidder Checklist

FINAL CHECKLIST BEFORE SUBMITTING BID

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

- ☐ If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to Clay County Commission. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.**

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

- ☐ 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.

- ☐ 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.

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

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

- ☐ 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)

☐ 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:

- ☐ Submit the completed Signature and Identity of Bidder.
- ☐ Submit the completed Bid Form (Including "ITEMIZED BID FORM") with acknowledgement of Addenda and amount of bid in both words and figures.
- ☐ Submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- ☐ Submit the completed Subcontractor Certification Regarding Affirmative Action.
- ☐ 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.
- ☐ Submit the Subcontractor Disclosure Form within three (3) business days of the Bid Opening.
- ☐ 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.

a) Not signing the bid
b) Not acknowledging the addendum and not incorporating the addendum into the bidding documents, including attaching the letter to the bid
c) Using pencil to fill out the bid
d) Using white out to make corrections to the itemized bid sheets
e) Not initialing changes made

♦♦

All questions concerning the bid document preparation can be directed to the Project Manager at Great River Associates at 417-886-7171. Project specific questions can be directed to the Design Professional of record at Great River Associates.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Clay County Commission at (816) 407-3600 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 Clay County Bridge #05000031 BRO-B024(24) Replacement" will be received at: Clay County - Department of Purchasing & Contract Services, 1 Courthouse Square, Liberty, MO 64068 until 2:00 P.M. (Prevailing Local Time) on the 22nd day of October, 2014, at the Clay County Administration Building, 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 single-span, 90-foot long pre-stressed NU girder bridge, approach roadway work, paving, and any incidental work in accordance with the plans and specifications. The project is located at 17216 Bishop Road, in Section 14, Township 53N, Range 31W, Clay County, Missouri, over Muddy Fork.

(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, 2011," and "Missouri Standard Plans for Highway Construction, 2009", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

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

General Provisions & Supplemental Specifications

Supplemental Plans to October 2009 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.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, Clay County Commission, and the term "Design Professional" is a reference to the Design Professional of Record from Great River Associates.

(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 design professional, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Working Days: 60

The work will be considered complete when the project has been accepted by MoDOT, the Design Professional, and the Owner.

(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:

Liquidated damages per day $700

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

(5) BID GUARANTY:

The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

☐ Paper Bid Bond

☐ Cashier's Check

(6) CERTIFICATIONS FOR FEDERAL JOBS:

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

(7) ANTIDISCRIMINATION:

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

(8) FEDERAL AND STATE INSPECTION:

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

(9) PREVAILING WAGE (STATE ONLY):

This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The applicable State Wage Rates for this contract are detailed in "Annual Wage Order 21", that is attached to this bidding document. 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 prior to award of this contract.

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

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

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

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

(11) OSHA TEN HOUR TRAINING REQUIREMENTS:

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

(12) BUY AMERICA REQUIREMENTS:

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

http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm

(13) ADDENDUM ACKNOWLEDGEMENT:

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

(14) **SIGNATURE AND IDENTITY OF BIDDER**:

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

_____,

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

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

☐ sole individual ☐ partnership ☐ joint venture

☐corporation, incorporated under laws of state of _____.

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

_____

Executed by bidder this _____ day of _____ 20____.

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

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

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

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

_____

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

_____

Please print or type name and title of person signing here

Attest:

_____

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

(15) TRAINEES:

By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be _0_ slots at 1000 hours per slot or _0_ hours.

(16) 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.

(17) 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.

(18) SALES AND USE TAX EXEMPTION:

Clay County Commission, 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.

(19) MISCELLANEOUS:

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

(20) PROJECT AWARD:

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

(21) 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:

(22) INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS:

All questions about the meaning or intent of the contract documents shall be submitted to the Design Professional 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 Design Professional 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.

Bid Form

CLAY COUNTY BRIDGE REPLACEMENT

BRO-B024(24)

TO: Pamela Mason, Presiding Commissioner

We, the undersigned BIDDER, do hereby agree, if this Bid is accepted, to enter into an agreement with Clay County Commission 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 Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) 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 ten (10) days after the date of Clay County Commission Notice of Award.

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

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

(b) 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;

(c) 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.

(d) BIDDER is aware of the general nature of Work to be performed by Clay County Commission and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(e) 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.

(f) BIDDER has given DESIGN PROFESSIONAL written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by DESIGN PROFESSIONAL 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.

(g) 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 Clay County Commission.

BIDDER will complete all work on the described project for the Clay County Commission 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 Clay County Commission 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 Clay County Commission 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 Clay County Commission or any of its boards or agencies, and that no salaried officer or employee of the Clay County Commission has any financial interest, direct or indirect, in this Contract. The Clay County Commission will award the bid to the lowest, responsive, responsible bidder.

Note 6 The Clay County Commission 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:

1. Base Bid
2. 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: CLAY COUNTY BRIDGE REPLACEMENT
(to agree with the "ITEMIZED BID FORM")

$_____ (in numbers)

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

Contractor acknowledges receipt of Addenda No(s): _____

Signature: _____

Title: _____

Date: _____

CONTRACTOR NAME: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

PHONE NUMBER: _____

EMAIL: _____

Clay County
05000031
BRO-B024(24)

DATE: _____

ITEMIZED BID FORM

LINE	ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
ROADWAY ITEMS						
1	201	CLEARING & GRUBBING	L.S.	1		
2	203	EXCAVATION FOR ROADWAY - UNCLASSIFIED	C.Y.	1,487		
3	203	EMBANKMENT IN PLACE W/ COMPACTION	C.Y.	2,468		
4	310	5" AGGREGATE ROAD SURFACE	S.Y.	2,094		
5	310	4" AGGREGATE BASE (BEHIND GUARDRAIL)	S.Y.	28		
6	801/805	FERTILIZING AND SEEDING	AC.	1.8		
7	802	TYPE 1 MULCH	AC.	1.8		
8	616	MOVEABLE BARRICADES	EA.	4		
9	616	CONSTRUCTION SIGNS	EA.	4		
10	611	TYPE II ROCK BLANKET (2' DEEP)	C.Y.	575		
11	611	BERM (TEMP. TYPE II ROCK BLANKET)	L.F.	185		
12	806	SILT FENCE OR SILT SOCK	L.F.	343		
13	806	ROCK DITCH CHECK	EA.	24		
14	606	6'-3" TRANSITION SECTION	EA.	4		
15	606	25'-0" TERMINAL SECTION	EA.	4		
16	725	24" Ø CMP	L.F.	68		
17	725	WATERLINE END CAPS	EA.	2		
					ROADWAY ITEMS SUBTOTAL	
BRIDGE ITEMS						
18	618	MOBILIZATION	L.S.	1		
19	216	REMOVAL OF EXISTING STRUCTURE	L.S.	1		
20	206	EXCAVATION FOR STRUCTURE - UNCLASSIFIED	C.Y.	21		
21	702	STRUCTURAL STEEL PILING	L.F.	393		
22	705	NU 35 GIRDERS	EA.	3		
23	705	PRE-STRESSED DECK PANELS	S.Y.	92		
24	716	LAMINATED BEARING PADS	EA.	6		
25	706	REINFORCING STEEL (SUBSTRUCTURE)	LBS.	5,560		
26	706	REINFORCING STEEL (SUPERSTRUCTURE)	LBS.	14,331		
27	703	CLASS B1 CONCRETE (SUBSTRUCTURE)	C.Y.	37		
28	703	CLASS B2 CONCRETE (SUPERSTRUCTURE)	C.Y.	95		
29	606	SAFETY BARRIER CURB (INCL. CONC. & STEEL)	L.F.	179.04		
					BRIDGE ITEMS SUBTOTAL	
					TOTAL CONTRACT	

Addenda	Signature
1	_____
2	_____
3	_____

Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we _____as principal and _____as surety, are held and firmly bound unto Clay County Commission in the penal sum of _____Dollars ($_____) to be paid to the Clay County Commission, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) _____
_____
In _____County(ies), project(s) _____
_____
for the construction or improvement of Clay County Commission project 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 Clay County Commission, 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.

CLAY COUNTY COMMISSION
BRO-B024(24)
BID BOND

_____
Principal

SEAL
Signature By_____

_____
Surety

SEAL
Signature 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:

1. I am more than 18 years of age.

2. 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)

3. I am authorized to make this affidavit on behalf of _____.
   (Name of Business Entity, Same as Above)

4. 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.

5. Further, _____ does not knowingly employ any person
   (Name of Business Entity, Same as Above)
   who is unauthorized alien.

6. 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.

7. 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 _____, known to me to be the person who executed the within affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

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 contractor 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 the 1 Courthouse Square, Liberty, MO 64068. Telefax transmittal to the Contracting Authority will be permitted at fax no. (816) 407-3601. The complete signed original documents do not need to be mailed to the Contracting Authority, but the bidder shall have it available if requested by the Contracting Authority.

(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

CLAY COUNTY BRIDGE REPLACEMENT

BRO-B024(24)

Project: Clay County Bridge Replacement
Job No: BRO-B024(24)
Route: Bishop Road
County: Clay

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

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

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

3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the DBE contract goal, only if that firm is certified by 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.

(b) When a DBE performs work as a participant in a joint venture, the contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the contract work that the DBE has performed with the DBE's own forces. The MoDOT External Civil Rights 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.0 Verification of DBE Participation, Liquidated Damages.

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

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

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

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

DBE Submittal Forms

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

(A) DBE Contract Goal:
By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 10% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

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

_____% OF TOTAL FEDERAL CONTRACT

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

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

_____

_____

_____

_____

_____

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_____

_____

_____

_____

_____

_____

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the Clay County Commission by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is (816) 407-3601. The original copy must be mailed by overnight mail to the Clay County Commission with the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

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

(A) DBE Name & Address	(B) Bid Item 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:_____

CONTRACT NO. _____

LPA CONTACT INFORMATION:
Duane Jackson
Clay County Highway Dept.
16616 N.E. 116th Street
Kearney, MO 64060
P: (816) 407-3300
djackson@claycountymo.gov

CONTRACTOR CONTACT INFORMATION
A1:
A2:
A3:
P:
F:
E:

Contract

CLAY COUNTY BRIDGE #05000031 REPLACEMENT

BRO-B024(24)

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between the Clay County Commission and

_____ of _____ (Hereinafter referred to as the Contractor):

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

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

Clay County Bridge Replacement
BRO-B024(24)

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

It is understood and agreed that, except as may be otherwise provided for in the Proposal, the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2011", and all revisions thereto. Said Standards are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

The said Contractor agrees further to begin work within ten calendar days of the authorization date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Clay County Commission under the contract.

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

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

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

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

The Clay County Commission agrees to pay the Contractor in the amount of

_____Dollars

($ _____) as full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in the quantities by means of approved change orders.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this _____ day of _____, 20____ at Clay County, Missouri.

FOR: Clay County Commission

ATTEST (Seal) By:

_____
Sheri Chapman, County Clerk

_____
Pamela Mason - Presiding Commissioner

_____
Gene Owen - Western Commissioner

_____
LuAnn Ridgeway - Eastern Commissioner

FOR: _____
Contractor

By: _____
Signature of Representative

ATTEST (Seal)

_____

Title: _____

Performance Bond

CLAY COUNTY BRIDGE REPLACEMENT

BRO-B024(24)

KNOW ALL MEN BY THESE PRESENTS: That_____ as principal, and _____, as surety, are held and firmly bound to the Clay County Commission, Missouri, in the sum of _____ dollars ($_____) to be paid to the Clay County Commission, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS, the above-named principal did, on the _____ day of _____, 20__, enter into a contract with the Clay County Commission, Missouri, for:

Project Description

Construction of a single-span, 90-foot long pre-stressed NU girder bridge, approach roadway work, paving, and any incidental work in accordance with the plans and specifications. The project is located at 17216 Bishop Road, in Section 14, Township 53N, Range 31W, Clay County, Missouri, over Muddy Fork.

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract of his or her, its or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the Clay County Commission, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated; and,

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

In addition to any other remedies which may be had by the Clay County Commission, Missouri, under this bond, the Clay County Commission may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the Clay County Commission, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Clay, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____, or have caused these presents to be executed by our authorized agent on the same day and year.

Company:

By: _____

_____

Surety: _____

By: _____

Approved as to Form:

_____
Attorney

Payment Bond

CLAY COUNTY BRIDGE REPLACEMENT

BRO-B024(24)

KNOW ALL MEN BY THESE PRESENTS: That _____ as principal, and _____, as surety, are held and firmly bound to the Clay County Commission, Missouri, in the sum of
_____ dollars ($_____) to be paid to the Clay County Commission, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS, the above-named principal did, on the _____ day of _____, 20__, enter into a contract with the Clay County Commission, Missouri, for:
_____

NOW, THEREFORE, if the above-named principal shall well and truly:

Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the work afore described, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing hourly rate of wages shall have been so specified).

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right in his name or in the name of the Clay County Commission, Missouri, to bring suit upon this bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided by the Clay County Commission.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Clay, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

By: _____

Surety: _____

By: _____

Approved as to Form:

_____
Attorney

Job Special Provisions

CLAY COUNTY BRIDGE REPLACEMENT

BRO-B024(24)

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS
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JOB SPECIAL PROVISIONS

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, 2011", 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 Clay County Commission, Clay, Missouri. All references to “Engineer” shall be interpreted as “Design Professional”.

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 Design Professional 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. 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 Design Professional 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 Design Professional and obtain approval for assigning such work to another subcontractor before accomplishing the work.

5. 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.

6. SUBSURFACE CONDITIONS

If a subsurface investigation of the project area has been performed the geotechnical report is included. The Owner and Design Professional make no representation of the subsurface conditions. All excavation is unclassified for payment purposes and the discovery of subsurface conditions substantially different than expected shall not be permitted as the basis for claims for additional costs or time. The Contractor may conduct his own investigation if he desires after first obtaining permission from the Owner.

7. 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	*Lindsey Chaffin*
Address	*2826 S. Ingram Mill, Springfield, MO 65804*
Phone Number	*(417) 886-7171*
Email Address (Optional)	*lchaffin@greatriv.com*

8. 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):

A. All Steel Reinforcement
B. All Pre-Cast Concrete Items
C. All Structural Steel (including connection details)
D. 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 (4) sets of required shop drawings to Design Professional. Upon receipt of the shop draw drawings the Design Professional 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 to the Design Professional. 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:

A. Project Name/Bridge Number (Must have Federal Project No. if applicable)
B. Date

C. Name and Address of the Design Professional Firm
D. Name and Address of the Contractor
E. Name and Address of Subcontractor (if applicable)
F. Name and Address of Supplier
G. A 4" X 5" space for the approval markings.

A copy of the Design Professional'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.

9. 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 Design Professional's office shall also be notified when the Contractor requests emergency assistance.

CONSULTANT:

Name	*Lindsey Chaffin*
Business Number	*(417) 886-7171*
Cell Number	*(417) 860-5283*

CLAY COUNTY HIGHWAY DEPT.:

Name:	*Duane Jackson*
Phone Number:	*(816) 407-3308*

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 Design Professional 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.

10. 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:

Century Link	***Clay County PWSD 3***	***Ameren Electric***
David Daniels	Tom Decker	Doug Alberti
816-243-5842	816-740-7000	816-392-0246

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 Design Professional.

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 Design Professional 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 Commission 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 Design Professional.

11. 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 Design Professional will set initial field control consisting of bench marks and control monuments.

This initial construction layout staking shall consist of the following items being staked:

A. Temporary Easement
B. Right of Way
C. Stationing and Offsets for Roadway
D. Fill Face of the Proposed Structure

The Contractor must write a formal request to the Design Professional 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 Design Professional 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 Associates at the current hourly billing rates. The Contractor has the option to use their own resources for surveying or another company."

12. 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 Design Professional on the following items of work. It shall be the responsibility of the Contractor to notify the Design Professional 24 hours preceding any operations which affects the following items:

A. Initial Layout
B. Removal of Existing Structure
C. Any Blasting Operations
D. Utility Relocation
E. Trench Excavation
F. Footing Excavation
G. Pile Driving Operations
H. Bedding and Backfill of Storm Drainage Items
I. Reinforcing Steel Placement
J. All Concrete Operations
K. All Asphalt Operations
L. All Girder and Deck Panel Erection
M. Embankment Fill and Compaction
N. Geotextile Placement
O. Rock Blanket Placement
P. Seeding and Mulching
Q. Fencing
R. 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 Design Professional 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 Design Professional by 3:00 p.m. of the preceding Thursday. The lack of observation or inspection by the Design Professional 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 Design Professional may be ordered removed and replaced at Contractors Expense. Failure to notify the Design Professional as stated above will result in one of the following actions:

A. Removal of Work
B. Work Stoppage
C. No Payment made for that Item

D. Partial Payment being made for that Item.

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 Design Professional at no cost to the Contractor. Any concrete testing outside of the compliance sampling will be at the Contractor's expense.

13. 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. These dimensional requirements are seen below:

I–Girders, Solid Slab Beams, Voided Slab Beams, Box Girder Beams and Miscellaneous Prestress Units

Length of Beam	± 1/8 inch per 10 feet of beam length, but no greater than 3/4 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 - I-Girders and	1/2 inch max., to 40-foot lengths
Miscellaneous Prestressed Units (Deviation from a straight line parallel to centerline of member)	3/4 inch max., 40 to 60-foot lengths
Horizontal Alignment - Solid Slab, Voided Slab and Box Girder Beams (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
Stirrup Bars (Projection above top of beam)	± 3/4 inch
Stirrup Bars (Longitudinal spacing)	± 2 inches
Longitudinal Tie Position - Solid Slab, Voided Slab and Box Girder Beams	± 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
Bearing Plates (Centerline to centerline)	± 1/8 inch per 10 feet of beam length, but no greater than 3/4 inch
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 Secs 703 and 706, with the following additions:

(a) 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.
(b) 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.
(c) 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.

14. 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 2011.* Additional information regarding the AISC certification program can be found on their website, *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 2011.* 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.

15. 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.

16. 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 Design Professional 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 Design Professional. 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 Design Professional, 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 Design Professional. All expenses including labor time incurred by Design Professional will be billed to the Contractor at Standard Billing Rates for the Project. Failure by Contractor to follow Design Professional'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 Design Professional regarding Defective work.

17. 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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 Design Professional 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.

18. 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.

19. 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 Design Professional 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 Design Professional 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.

20. 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 Design Professional. The name of the testing laboratory shall be submitted to the Design Professional at least 10 calendar days prior to any testing.

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

A. Aggregate base: Name of supplier, source, gradation, and supplier certification.

B. Oil for Prime and Tack Coat: Name of supplier, source of oil, and supplier's certification.

C. 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.

D. Precast Concrete: Name of source and supplier of concrete and concrete materials, mix design, compressive strength test results, and supplier's certification.

E. Cast in place concrete: Name of supplier of concrete and source of aggregate, cement, admixtures; mix design; and supplier's certification.

F. Supplier's certification for all other materials used in work.

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

H. Sod: Name and address of supplier and supplier’s certification.

I. 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 Design Professional for review. The Design Professional 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 Design Professional at no expense to the Contractor may perform or employ a competent testing laboratory to perform the following field acceptance tests:

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

B. 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.

C. 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."

D. 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 Design Professional.

The Contractor will notify the Design Professional 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 Design Professional, 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:

A. 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.

B. Fig. 136.11.10 Contractor's Affidavit Regarding Settlement of Claims

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

D. Any other documents which may be required by the contract, Owner or the Consulting Design Professional.

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.

21. 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_Requirements#110.2_Federal-Aid_Projects_.28Guidance_for_Sec_110.2.29. 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.

22. PERMITS, EASEMENTS, AND RIGHT-OF-WAY

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 Design Professional. 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.

23. TRAFFIC MANAGEMENT SCHEDULE

Traffic management schedules shall be submitted to the Design Professional 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 Design Professional prior to lane closures or shifting traffic onto detours.

The Design Professional 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 Design Professional, take proactive measures to reduce traffic congestion in the work zone.

24. 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 2011, 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 Design Professional. 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 flagpersons as 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 Design Professional. Cost of all traffic control measures used, including but not limited to flagpersons, 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 Design Professional, 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 Design Professional 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 Design Professional 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.

25. 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 Design Professional.

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 Design Professional. 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.

26. 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.

27. 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 Design Professional. That individual shall have full authority to execute orders or directions of the Design Professional 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 Design Professional 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 Design Professional in every way possible.

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

28. 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 Design Professional. 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”.

29. ROADWAY AND DRAINAGE EXCAVATION, EMBANKMENT AND COMPACTION

Roadway and Drainage 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 basis at the unit price per cubic yard for the bid item “EXCAVATION FOR ROADWAY – UNCLASSIFIED”.

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 Design Professional 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.

All documentation regarding environmental clearances shall be submitted to the Design Professional. 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.

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 and shall include the placing of the waste material as directed by the Engineer.

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 and the exposed existing subgrade shall be compacted using a sheepsfoot roller of sufficient weight and number of passes being made until no pumping is observed as a loaded, 15 ton tandem axle truck makes slow passes over the compacted surface. Should the existing subgrade prove to be unsuitable, the Contractor shall perform stabilization measures as specified in the section of these Special Provisions entitled "Subgrade Stabilization." 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 as specified in the section of these Special Provisions entitled "Subgrade Stabilization."

Embankment Material shall be clayey soils containing high chert content, obtained from on-site sources selected by the Contractor and meeting with the approval of the Engineer. Samples of all proposed fill materials shall be submitted to a soil testing agency approved by the Engineer for determination of soil classification, Atterberg Limits and moisture-density relation curve per AASHTO T99 or ASTM D-698 at the Contractor's expense. Accompanying the laboratory test results, the Contractor shall also submit a statement from a qualified soils engineer, in the employ of the testing laboratory, as to the suitability of the proposed fill material for road fill, the recommended moisture content range for proper compaction, the internal angle of friction expected for the compacted fill material and any additional friction expected for the compacted fill material and any additional recommendations regarding compaction and stabilization. Should a noticeable discrepancy be observed between the characteristics of the sample(s) submitted and the fill materials delivered to the site, the Contractor shall submit a new sample(s) representative of the delivered fill materials for the required laboratory tests at the Contractor's expense. Copies of the soil reports shall be submitted to the Engineer for review and approval prior to fill operations.

All fill materials shall be placed in 8 inch maximum loose lifts at the recommended moisture content and compacted to 95 percent of maximum density as determined by the Standard Proctor Compaction Test. Where possible, embankment fill shall be compacted using a sheepsfoot roller sufficiently heavy to produce interlocking between lifts. The Contractor shall achieve the required moisture content at his expense by wetting or drying as required. The first field density and moisture content tests shall be provided by the Engineer. In the event that a location fails to meet the requirements for either of these tests, all re-testing to certify the fill shall be at the Contractor's expense.

Backfill around structures shall be compacted to 95 percent of the maximum density as determined by the Standard Proctor Compaction Test to prevent future settlement, by tamping or other means acceptable to the Engineer. Hand compacted fill shall be placed in layers not to exceed four (4) inches in thickness, wetted if necessary, and tamped with hand or mechanical tampers until the required compaction is obtained. At locations designated, the Contractor shall use flowable backfill.

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.

Any costs incurred by the Contractor through compliance with the above will be completely covered in the total contract bid amount. Payment shall be made at the contract unit price for EMBANKMENT IN PLACE W/ COMPACTION with measurement made to the nearest cubic yard.

30. 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”.

31. WOVEN WIRE AND/OR BARBED WIRE FENCE

Fencing shall be in accordance with 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 Design Professional. This bid item shall also include removal of the existing fence and posts.

Generally, fencing shall consist of the following materials:

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

All fencing shall be subject to visual inspection by the Design Professional 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 Design Professional 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”

32. 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”.

33. 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”.

34. 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. All costs associated with structure excavation shall be considered completely covered by the bid item “EXCAVATION FOR STRUCTURE - UNCLASSIFIED”.

35. 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)”.

36. 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”.

37. 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 Design Professional reserves the right to sample and test any material. Acceptance will be based on certification, visual inspection, and the results of any tests the Design Professional may perform.

Four sets of shop drawings shall be submitted to the Design Professional 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)".

38. 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.

39. 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 Design Professional 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 Design Professional 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 Design Professional in writing of the source and proportions of the mixture he proposes to furnish. The statement shall include the following:

A. The types and sources of aggregates.
B. Type and source of cement.
C. Scale weights of each aggregate proposed as pounds per cubic yard of concrete.
D. Quantity of water proposed as pounds or gallons per cubic yard concrete.
E. 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.
F. 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 Design Professional 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.

40. BLASTING

No blasting will be permitted for this project.

41. 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 Design Professional, 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 Design Professional. 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 Design Professional at the Contractor’s expense.

42. 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.

43. 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.

44. 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.

45. 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 Design Professional determines that cleanup is not being accomplished, the Design Professional 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.

46. TAX EXEMPT

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

47. 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 Design Professional prior to proceeding with construction.

48. 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.

49. 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)	80 lbs. per acre

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".

50. 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 Design Professional 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 Design Professional 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 Design Professional 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".

51. 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".

52. 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 Design Professional and shall be set in 30" of concrete.

Existing signs and posts that are removed shall be delivered by the Contractor to the Clay 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”.

53. CONTRACTOR FURNISHED BORROW

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

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

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

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

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

Questions regarding floodplain and regulatory floodway should be addressed to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

127.27.8 Historic Preservation
All jobs requiring environmental clearance for historic preservation (archaeological sites, buildings, and structures) must be reviewed and approved by the State Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources, a "Section 106 Project Information Form" must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of any structures that will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the SHPO website or requested from the SHPO by telephone, (573) 751-7858, or mail:
Missouri Department of Natural Resources
State Historic Preservation Office
Attn: Section 106 Review
P.O. Box 176
Jefferson City, MO, 65102-0176
Based on the information supplied, SHPO may clear the project at that time or request that the contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A listing of currently acceptable and available archaeological consultants who can complete a survey if required can be viewed at the SHPO's website. Any questions can be directed to the Design Division-Historic Preservation Section, at (573) 751-0473.

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

Once the contractor has obtained all of the above information, it should be provided to the Design Professional at Great River Associates. 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).

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 DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally came and appeared (name and title)_____ of the (name of company)_____ (a corporation) (a partnership) (a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Revised Statutes of Missouri, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied. There has been no exception to the full and complete compliance with said provisions and requirements with Annual Wage Order No._____ Section _____ issued by the Division of Labor Standards (name of project)_____ located at (name of institution)_____ in _____County, Missouri, and completed on the _____ day of _____, _____.

_____
Signature

Subscribed and sworn to me this _____day of _____, _____.
My commission expires _____, _____.
Notary Public

PW-4 (11-98) AI

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

PW-1000 (06-03) AI

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 024

CLAY 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
John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2014**

Last Date Objections May Be Filed: **April 9, 2014**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			$35.04	52	53	$23.38
Boilermaker	6/14		$33.36	57	7	$27.95
Bricklayer and Stone Mason	6/14		$33.50	58	39	$17.75
Carpenter	6/14		$36.05	63	68	$15.05
Cement Mason	6/14		$31.08	65	4	$17.20
Communication Technician			$32.79	47	72	$19.28
Electrician (Inside Wireman)			$35.23	13	72	$16.00 + 10%
Electrician (Outside-Line Construction\Lineman)			$39.95	125	65	$5.00 + 34.5%
Lineman Operator			$37.27	125	65	$5.00 + 34.5%
Groundman			$26.47	125	65	$5.00 + 34.5%
Elevator Constructor	6/14	a	$42.940	26	54	$28.335
Glazier			$30.97	88	32	$16.63
Ironworker	6/14		$30.50	50	4	$27.35
Laborer (Building):						
General	6/14		$26.40	30	4	$14.75
First Semi-Skilled	6/14		$26.80	30	4	$14.75
Second Semi-Skilled	6/14		$27.20	30	4	$14.75
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			$33.82	46	67	$15.05
Marble Mason	6/14		$33.76	25	4	$14.66
Marble Finisher			$23.32	25	4	$9.15
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/14		$37.35	85	4	$15.01
Group II	6/14		$36.54	85	4	$15.01
Group III	6/14		$30.99	85	4	$15.01
Group III-A	6/14		$35.20	85	4	$15.01
Group IV						
Group V	6/14		$32.59	85	4	$15.01
Painter	7/14		$28.13	37	4	$15.42
Pile Driver			USE CARPENTER RATE			
Pipe Fitter	8/14		$41.83	2	33	$19.32
Plasterer	6/14		$30.75	68	4	$14.95
Plumber	6/14		$40.24	45	33	$20.09
Roofer \ Waterproofer			$32.25	95	2	$15.49
Sheet Metal Worker			$38.89	17	22	$18.49
Sprinkler Fitter - Fire Protection			$34.35	14	4	$18.77
Terrazzo Worker	6/14		$33.76	25	4	$14.66
Terrazzo Finisher			$23.32	25	4	$9.15
Tile Setter	6/14		$33.76	25	4	$14.66
Tile Finisher			$23.32	25	4	$9.15
Traffic Control Service Driver			$15.35	48	49	$2.71
Truck Driver-Teamster						
Group I			$30.09	100	4	$10.90
Group II			$30.09	100	4	$10.90
Group III			$30.29	100	4	$10.90
Group IV			$30.29	100	4	$10.90

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

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).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

REPLACEMENT PAGE
CLAY COUNTY
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FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time**.** Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 13: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive – shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

NO. 14: Means eight (8) hours per day shall constitute a day's work. The regular starting time shall be 8:00 a.m., and the regular quitting time shall be 4:30 p.m.; lunch time shall be twelve (12) o'clock noon to 12:30 p.m. The regular starting time may, by mutual consent of employees on the job site, and the employer, be between 7:00 a.m. and 9:00 a.m. with appropriate adjustments made to the regular quitting time and lunch time. All time worked before the regular starting time and after the regular quitting time, Monday through Friday, shall be paid at the rate of time and one-half (1½). Four (4) days at ten (10) hours a day may be worked at straight time. All work commencing with the beginning of the established work day on Saturday shall be paid at the rate of time and one-half (1½). All work commencing with the beginning of the established work day on Sundays and/or Holidays shall be paid at the rate of double (2) time.

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NO. 17: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular work week shall consist of five (5) consecutive eight (8) hour days of labor beginning on Monday and ending with Friday of each week. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Except as otherwise provided, all work performed outside of regular working hours during the regular work week, shall be at double (2) times the regular rate. Working hours may be varied by two (2) hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour day's overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other work will be paid at the double (2) time rate of pay. The first two (2) hours of overtime, Monday through Friday, and the first eight (8) hours on Saturday shall be at time and one-half (1½) for all work. All other overtime shall be at double (2) time. The first two (2) hours of overtime must be concurrent with the regular work day, two (2) hours prior to or following the regular work day are at time and one-half (1½). The regular workday (as previously defined) on Saturday is paid at time and one-half (1½). Work performed outside of the regular Saturday work day is at double (2) time. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice (2) the regular hourly rate.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 30: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 A.M., except when the work week is scheduled as a week with starting time advanced or delayed. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not to include holidays) because of events out of the control of the contractor, then that missed work day may be made up at straight time the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after the forty (40) hours in a week must be paid at time and one-half (1½). Saturday make-up day shall not be used to make up for time lost due to recognized holidays. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4 (10) schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up day shall not be used to make up for time lost due to recognized holidays. All work performed on Sundays or holidays shall be paid at the double (2) time rate.

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NO. 37: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

NO. 45: Means eight (8) hours shall constitute a day's work, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work week shall be forty (40) hours, beginning Monday, 8:00 a.m. and ending at 4:30 p.m. Friday. Because of traffic, parking and other circumstances, the hours of work on any project may begin as early as 6:00 a.m. with eight (8) hours worked between 6:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime Monday through Saturday shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and recognized holidays shall be paid at double (2) time. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. The day shift shall work a regular eight (8) hours shift as outlined above. The hourly rate for second shift (seven and one-half hours worked for eight hours paid) shall be twenty-five cents ($0.25) over and above the hourly rate. The hourly rate for third shift (seven hours worked, eight hours paid) shall be fifty cents ($0.50) above the hourly rate. If no first shift is worked, second and third shift employees shall receive an additional fifteen percent (15%) over and above the hourly rate for actual hours worked.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6: 30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

NO 47: Means a regular workday shall consist of eight (8) hours between 6:00 a.m. and 6:30 p.m. Forty (40) hours, within five (5) days – Monday through Friday or Tuesday through Saturday inclusive – shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. The Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

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NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

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NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked $26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

NO. 63: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

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NO. 68: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 88: Means the regular work week shall consist of five (5) eight (8) hour days, 7:00 a.m. to 3:30 p.m., Monday through Friday, except when the work week is scheduled as a 4-10's week or as a week with start time advanced or delayed as described below. The starting time may be advanced or delayed by one hour on either side of 7:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. The Employer may establish a work week consisting of four (4) days, during the regular work week, each day consisting of ten (10) hours at straight time. The 4-10's must run for a period of at least four (4) days. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday (or ten hours in a 4-10's week), the first eight (8) hours of a Saturday, and it shall be at time and one-half (1½) for the Friday and Saturday following Thanksgiving. Double (2) time shall be paid for the following time worked on Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, as well as any work in excess of eight (8) hours on a Saturday and the Saturday of a three-day weekend (except the Saturday following Thanksgiving).

NO. 95: Means a regular workday shall consist of eight and one-half (8½) hours elapsed time, including one-half hour for lunch. The crew starting times shall be flexible within the period of daylight to 8:00 a.m. Any work performed over ten (10) hours of elapsed time per day including one-half hour for lunch and/or any work performed over forty (40) hours at the straight time rate in one week shall be paid at time and one-half (1½) the straight time rate. Saturday shall be a voluntary make-up day at straight time at the discretion of the contractor and with the consent of the employees. Sunday and recognized holidays shall be paid for at double (2) time.

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CLAY COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

NO. 100: Means eight (8) hours shall constitute a day's work, and five (5) continuous eight-hour days shall constitute a week's work, Monday through Friday. Time and one-half (1½) the regular hourly rate shall be paid for all work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week. Starting time shall be between 6:00 a.m. and 9:00 a.m. All work over eight (8) hours in a regular 5-day 8-hour schedule shall be at the appropriate overtime rate. All time worked before the regular scheduled starting time shall be paid for at the rate of time and one-half (1½) and shall not apply to regular shift. All time worked after eight (8) hours in any one day or after 5:30 p.m., whichever comes first, shall be paid at the time and one-half (1½) rate. An Employer, at his option, may elect to work four (4) ten (10) hour days, Monday through Thursday, at straight time. All such work must be done at least one week in duration. All work over ten (10) hours in one day or forty (40) hours in a week shall be at the overtime rate. Any employee who is scheduled to work on any regular work day but is prevented from working because of weather conditions, shall be permitted to work on Saturday (Friday if working 4-10's) as a make-up day at the straight time rate of pay. When an employee is required to work on any recognized holiday they shall receive the double (2) time rate for all time that they are required to perform work. All time worked from 12:00 Midnight Saturday to 12:00 Midnight Sunday shall be paid for at the rate of double (2) time on single shift.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

CLAY COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 32: All work performed for the Friday and Saturday following Thanksgiving shall be paid at the time and one-half (1½) rate of pay. All work performed on Sundays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be observed and when one of the above holidays falls on Saturday, the preceding Friday shall be observed.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

NO. 68: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 72: All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/14	$36.05	1	17	$15.05
Cement Mason	6/14	$30.34	3	2	$15.23
Electrician (Outside-Line Construction\Lineman)		$39.95	18	24	$5.00 + 34.5%
Lineman Operator		$37.27	18	24	$5.00 + 34.5%
Lineman - Tree Trimmer		$20.90	31	30	$6.01 + 23.5%
Groundman		$26.47	18	24	$5.00 + 34.5%
Groundman - Tree Trimmer		$16.90	31	30	$6.01 + 23.5%
Laborer					
General Laborer	6/14	$28.06	3	2	$14.25
Skilled Laborer	6/14	$29.27	3	2	$14.25
Millwright	6/14	$36.05	1	17	$15.05
Operating Engineer					
Group I	6/14	$34.58	3	2	$15.13
Group II	6/14	$33.54	3	2	$15.13
Group III	6/14	$33.54	3	2	$15.13
Group IV	6/14	$29.07	3	2	$15.13
Oiler-Driver	6/14	$32.42	3	2	$15.13
Pile Driver	6/14	$36.05	1	17	$15.05
Traffic Control Service Driver		$15.35	27	26	$2.71
Truck Driver-Teamster					
Group I		$29.74	3	2	$13.30
Group II		$29.74	3	2	$13.30
Group III		$29.74	3	2	$13.30
Group IV		$29.74	3	2	$13.30

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.

CLAY COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 1: Means (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 AM. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The four (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

NO. 3: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day or forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for work performed on Sundays or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or Holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

NO. 27: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

CLAY COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

NO. 2: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 26: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

Certificate of Compliance and Affidavit

Clay County Bridge Replacement

BRO-B024(24)

STATE OF MISSOURI)
)
Clay)

Re: Contract No._____
SS.Wage Determination No._____
Project: _____
_____

(a) _____ on his oath being duly sworn states that all subcontractors have been paid and that the Contractor and all subcontractors have discharged fully all indebtedness incurred by them, or any one of them or for work and labor done, or for materials or equipment furnished or used in connection with the performance and the completion of said above stated construction project and that all claims whether to persons or property arising out of or related to any manner whatsoever to the said construction project have been paid or settled and that all contractors and subcontractors employed or who did work on said construction project have complied with all provisions and requirements of Sections 290.210 to .340 RSMo 1959 as amended 1969 and that all workmen performing work under this contract were paid not less than the general prevailing straight time hourly wage rates or the general prevailing hourly rates for legal holidays and overtime work as such rates were determined and certified in the Special Wage Determination made by the Missouri Department of Labor and Industrial Relations Division of Labor Standards and attached to the said contract herein.

(b) The Contractor has complied with all terms and conditions of the contract.

(c) The Contractor hereby certifies that all lot pins disturbed by the construction have been reset by a Registered Land Surveyor.

_____
Name, Title

_____
Company Name

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Notary Public
My commission expires:_____

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: Clay County Bridge Replacement for Clay County Commission (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: _____

Special Environmental Instructions to Bidders

Clay County Bridge Replacement

BRO-B024(24)

Refer to attached permits/reports:

Categorical Exclusion
Cultural Resource Assessment – Section 106
USACOE 404
Missouri Department of Conservation
Asbestos Inspection Results
Geotechnical Engineers Report

Environmental Tracking Form

For Federal Aid Projects

EN/HP ID Number: 3015

Project Number: BRO B024024 **TIP Number:**

County: Clay **District:** 3

City: **Bridge Number:** 05000031

Route: Bishop Road TIGER Grant Funds ☐

Location: Crosses Muddy Fork

Description: Bridge Replacement

NEPA Classification: Programmatic CE **Programmatic Section:** 17

NEPA Approval Date: 4/9/2014

Final Environmental Review Completed: 6/19/2014

	NA	Pending	Cleared		
Section 106	○	○	●	4/16/2014	SHPO Project No. 037-CL-14; "no historic properties affected".
Farm Land Impact	●	○	○		Existing bridge location; no farmland impacts
4(f) or 6(f)	●	○	○		No public recreational lands per Google Earth
404 / 401	○	○	●	5/29/2014	Project authorized by NWP #14, valid until 3/18/2017; compliance with conditions and General Conditions 30
Floodplain Impacts	○	○	●	5/14/2014	Floodplain development permit received 5/14/14; No-rise certificate dated 2/25/2014
T&E Impacts	●	○	○		Only up to 1.25 acres of tree clearing is needed for the project; therefore, there are no concerns with impacts to threatened and endangered species and their habitats.
Hazardous Waste	○	○	●	2/27/2014	No suspect asbestos containing

Date Received by EN/HP: 4/9/2014 *Date Transmitted by EN/HP: 6/19/2014*

Environmental Tracking Form

For Federal Aid Projects

EN/HP ID Number: 3015

materials identified

NOTE: The sponsor is responsible for issues with wellhead and surface water protection.

Date Received by EN/HP: 4/9/2014

Date Transmitted by EN/HP: 6/19/2014

RECEIVED
APR 22 2014
BY

CULTURAL RESOURCE ASSESSMENT
Section 106 Review

CONTACT PERSON/ADDRESS

Lindsey Chaffin
Great River Associates
2826 Ingram Mill Road
Springfield, Missouri 65804

C:

Raegan Ball, FHWA
Michael Meinkoth, MoDOT

PROJECT:

Bridge No. 05000031 over Muddy Fork Project BRO-B024(24)

FEDERAL AGENCY

FHWA

COUNTY:

CLAY

The State Historic Preservation Office has reviewed the information submitted on the above referenced project. Based on this review, we have made the following determination:

[ ] After review of initial submission, the project area has a low potential for the occurrence of cultural resources. A cultural resource survey, therefore, is not warranted.

[X] Adequate documentation has been provided (36 CFR Section 800.11). There will be "no historic properties affected" by the current project.

[ ] An adequate cultural resource survey of the project area has been previously conducted. It has been determined that for the proposed undertaking there will be "no historic properties affected".

For the above checked reason, the State Historic Preservation Office has no objection to the initiation of project activities. PLEASE BE ADVISED THAT, IF THE CURRENT PROJECT AREA OR SCOPE OF WORK ARE CHANGED, A BORROW AREA IS INCLUDED IN THE PROJECT, OR CULTURAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, APPROPRIATE INFORMATION MUST BE PROVIDED TO THIS OFFICE FOR FURTHER REVIEW AND COMMENT. Please retain this documentation as evidence of compliance with Section 106 of the National Historic Preservation Act, as amended.

By: Mark A. Miles

Mark A. Miles, Deputy State Historic Preservation Officer

April 16, 2014
Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES
STATE HISTORIC PRESERVATION OFFICE
P.O. Box 176, Jefferson City, Missouri 65102
For additional information, please contact Judith Deel, (573) 751-7862. Please be sure to refer to the project number: 037-CL-14

DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
635 FEDERAL BUILDING
601 E 12TH STREET
KANSAS CITY MO 64106-2824

REPLY TO
ATTENTION OF

RECEIVED
MAY 31 2014
By

May 29, 2014

Regulatory Branch
(NWK-2014-00460)
(Clay, MO, NWP 14)

Ms. Lindsey Chaffin
Great River Associates
2826 South Ingram Mill Road
Springfield, Missouri 65804

Dear Ms. Chaffin:

This letter pertains to an application you submitted on behalf of the Clay County Commission for a Department of the Army (DA) permit. It was received on April 9, 2014. The proposed work concerns replacing a bridge which will involve the placement of fill material within in Muddy Fork Creek. The project is located in Section 14, Township 53 North, Range 31 West, Clay, Missouri.

This letter contains a preliminary jurisdictional determination (PJD) of the waters of the United States on the project site which was completed in accordance with Corps regulations at 33 C.F.R. Part 331. PJD's, while sufficient for permit determinations, are not appealable. If you wish, you may request an Approved Jurisdictional Determination (which may be appealed) by contacting our office for further instructions. The PJD is described in the enclosed *Preliminary Jurisdictional Determination Form*. We request that you sign the signature block, and return the form to our office. If you do not concur with the jurisdictional determination, then you will need to obtain an Approved Jurisdictional Determination from our office prior to impacting any waters identified in the PJD. This jurisdictional determination is valid until the expiration date of the permit authorization, unless new information warrants a revision.

Based upon a review of the information furnished, we have made a preliminary jurisdictional determination that Muddy Fork Creek possesses an ordinary high water mark at this location and is a jurisdictional water of the United States. Therefore, the placement of dredged or fill material below the ordinary high water elevation, as proposed by your project, requires permit authorization from this office. The Corps of Engineers has jurisdiction over all waters of the United States. Discharges of dredged or fill material in waters of the United States, including wetlands, require prior authorization from the Corps under Section 404 of the Clean Water Act (33 USC 1344).

We have reviewed the information furnished and have determined that your project is authorized by nationwide permit **(NWP) 14,** provided you ensure that the conditions listed in the enclosed copy of excerpts from the February 21, 2012 Federal Register, Issuance of Nationwide Permits, are met. You must also comply with the Kansas City District Regional NWP Conditions posted at:
http://www.nwk.usace.army.mil/Missions/RegulatoryBranch/NationWidePermits.aspx

The Missouri Department of Natural Resources has certified that this NWP will not violate existing state water quality standards provided you comply with the conditions included in their attached certification document. All conditions included in the water quality certification become conditions of the NWP authorization. Please review all conditions associated with this NWP. If you have any questions concerning state water quality standards or compliance issues with the associated certification conditions, please contact the Missouri Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City,

Missouri 65102-0176. You may also contact the office at 573-526-3589 or by email at wpsc401cert@dnr.mo.gov.

General condition 30 requires you to sign and submit the enclosed "Compliance Certification" upon completion of the authorized work and any required mitigation.

This NWP verification is valid until March 18, 2017. Should your project plans change or if your activity is not complete within the specified verification term, you must contact this office for another permit determination.

We are interested in your thoughts and opinions concerning your experience with the Kansas City District, Corps of Engineers Regulatory Program. Please feel free to complete our Customer Service Survey form on our website at: http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey. You may also call and request a paper copy of the survey which you may complete and return to us by mail or fax.

Mr. Matthew Sailor, Project Manager, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact him at (816) 389-3739. Please reference Permit No. NWK-2014-00460 in all comments and/or inquiries relating to this project.

Enclosures

Copies Furnished (electronically w/o enclosures):

Environmental Protection Agency,
Watershed Planning and Implementation Branch
U.S. Fish and Wildlife Service, Columbia, Missouri
Missouri Department of Natural Resources,
Water Protection Program
State Historic Preservation Office
Missouri Department of Conservation

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

This preliminary JD finds that there *"may be"* waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

District Office: Kansas City | File/ORM #: NWK-2014-460 | PJD Date: 5/23/14

State: MO | City/County: Kearney, Clay

Nearest Waterbody: Muddy Fork Creek

Location: TRS, LatLong or UTM: Section 14, Township 53 North, Range 31 West
Lat 39.40879, Long -94.34593

Name/ Address of Person Requesting PJD: Clay County Commission
1 Courthouse Square
Liberty, Missouri 64068

Identify (Estimate) Amount of Waters in the Review Area:

Non-Wetland Waters: 50 linear ft | 50 width | 0.06 acres | Stream Flow: Intermittent

Wetlands: acre(s) | Cowardin Class: Riverine

Name of Any Water Bodies on the Site Identified as Section 10 Waters: Tidal: | Non-Tidal:

☑ Office (Desk) Determination
☐ Field Determination: | Date of Field Trip: May 23, 2014

SUPPORTING DATA: Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- ☑ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: Plans provided by consultant(GRA,Springfield MO)
- ☐ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - ☐ Office concurs with data sheets/delineation report.
  - ☐ Office does not concur with data sheets/delineation report.
- ☐ Data sheets prepared by the Corps
- ☐ Corps navigable waters' study:
- ☑ U.S. Geological Survey Hydrologic Atlas:
  - ☐ USGS NHD data.
  - ☑ USGS 8 and 12 digit HUC maps.
- ☑ U.S. Geological Survey map(s). Cite quad name: 1:24K, MO-HOLT
- ☐ USDA Natural Resources Conservation Service Soil Survey. Citation:
- ☐ National wetlands inventory map(s). Cite name:
- ☐ State/Local wetland inventory map(s):
- ☐ FEMA/FIRM maps:
- ☐ 100-year Floodplain Elevation is:
- ☑ Photographs: ☑ Aerial (Name & Date): Google Earth 9/21/13, 2/29/08
  - ☑ Other (Name & Date): GRA, Site Photos attached to application
- ☐ Previous determination(s). File no. and date of response letter:
- ☐ Other information (please specify):

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Signature and Date of Regulatory Project Manager (REQUIRED)

Signature and Date of Person Requesting Preliminary JD (REQUIRED, unless obtaining the signature is impracticable)

EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS:

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "preconstruction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

This preliminary JD finds that there *"may be"* waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

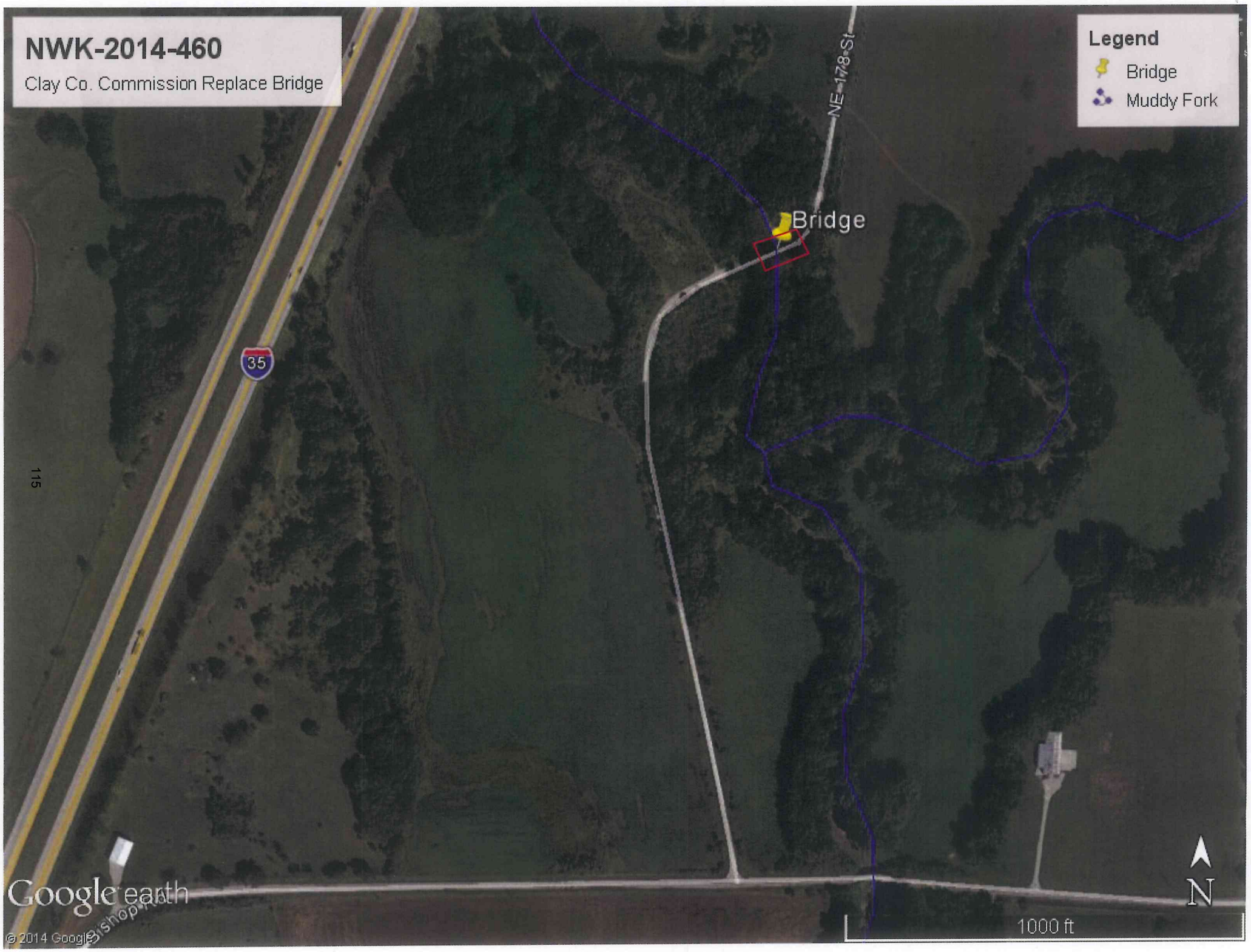
Appendix A - Sites

District Office	Kansas City	File/ORM #	NWK-2014-460	PJD Date:	May 23, 2014
State	MO	City/County	Kearney/Clay	Person Requestinq PJD	Clay County Commission

Site Number	Latitude	Longitude	Cowardin Class	Est. Amount of Aquatic Resource in Review Area	Class of Aquatic Resource
1	39.40879	-94.34593	Riverine	50 linear ft	Non-Section 10 non-wetlan(

Notes:

Muddy Fork Creek is an RPW. Muddy Fork flows into Clear Creek (RPW). Clear Creek flows into the Fishing River (RPW) and the Fishing River flows into the Missouri River (TNW)


NWK-2014-460
Clay Co. Commission Replace Bridge
Legend
Bridge
Muddy Fork
NE 178 St
Bridge
35
Google earth
© 2014 Google
1000 ft
N

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).

Excerpts from the February 21, 2012 Federal Register
Nationwide Permit General Conditions

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.

D. 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.

STATE OF MISSOURI
CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION
2012 GENERAL AND SPECIFIC CONDITIONS
NWP 14 - LINEAR TRANSPORTATION PROJECTS

These conditions ensure that activities carried out under Nationwide Permits (NWPs) do not violate the Water Quality Standards of the State of Missouri resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability, and/or impacts to the biological and chemical integrity of the waters. These conditions are in addition to, not a replacement for, those conditions included by the federal authorities. Proposed projects authorized by the NWPs listed above that cannot be conducted within the conditions listed below must apply for individual Clean Water Act Section 401 Water Quality Certification (certification).

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 wpsc401cert@dnr.mo.gov. A complete application consists of the application submitted to the U.S. Army Corps of Engineers (Corps) 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 and/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: http://www.epa.gov/owow/NPS/lid/ and www.lid-stormwater.net/lid_techniques.htm.

GENERAL CONDITIONS for ALL NWPs

1. NWPs shall not allow the filling of jurisdictional springs.

2. Acquisition of a NWP(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 the 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 NWP Regional Conditions (http://www.nwk.usace.army.mil/regulatory/NWP_2012/nwp.htm) 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; and
   e. Any material containing chemical pollutants (including but not limited to creosote or pentachlorophenol).

6. Clearing of vegetation/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 NWP, 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). For convenience a table of these impaired waters is provided at the following website: www.nwk.usace.army.mil/regulatory/NWP_2012/MO/MOWQC_Con7.pdf;
   b. Located in or occur within two miles upstream of a designated outstanding state or national resource water; or
   c. Located in a designated metropolitan no-discharge stream.

   The most current Water Quality Report can be found at http://www.dnr.mo.gov/env/wpp/waterquality/305b/. A listing of *Outstanding National and State Resource Waters* and *Metropolitan No-Discharge Streams* can be found in 10 CSR 20-7.031, Tables D, E and F or at http://www.sos.mo.gov/adrules/csr/current/10csr/10c20-7.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 http://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. NWPs issued by the Corps 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 NWPs where the permit has a 300 linear foot threshold including NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51 and 52.

10. No project under a NWP 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 permit conditions.

12. You must submit a copy of the signed "Compliance Certification" referenced in NWP 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 on-line at http://www.nwk.usace.army.mil/regulatory/CompMit/compmit.htm.

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 NWPs 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 for NWP 14 - Linear Transportation Projects

1. 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.

2. Where this NWP 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.

COMPLIANCE CERTIFICATION

General condition 30 of this Nationwide Permit requires that you submit a signed certification regarding the completed work and any required mitigation. This certification page satisfies this condition if it is provided to the Kansas City District at the address shown at the bottom of this page upon completion of the project.

APPLICATION NUMBER: NWK-2014-460

APPLICANT: Clay County Commission, 1 Courthouse Square, Liberty, Missouri 64068

PROJECT LOCATION: Section 14, Township 53 North, Range 31 West, Kearney, Clay, Missouri. Lat 39.40879, Long -94.34593

a. I certify that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions.

b. I certify that any required mitigation was completed in accordance with the permit conditions.

c. Your signature below, as permittee, indicates that you have completed the authorized project as certified in paragraphs a and b above.

_____ _____

(PERMITTEE) (DATE)

Return this certification to:

U.S. Army Corps of Engineers
Kansas City District, OD-R
601 East 12th Street, Suite 402
Kansas City, MO 64106-2824

U.S. Department of Agriculture

FARMLAND CONVERSION IMPACT RATING

PART I *(To be completed by Federal Agency)*	Date Of Land Evaluation Request 4/9/14
Name Of Project Clay County Bridge 05000031	Federal Agency Involved Federal Highway Administration
Proposed Land Use Bridge Replacement and Road Improvements	County And State Clay County, Missouri
PART II *(To be completed by NRCS)*	Date Request Received By NRCS 4-11-14

Does the site contain prime, unique, statewide or local important farmland? *(If no, the FPPA does not apply -- do not complete additional parts of this form).*	Yes ☒	No ☐	Acres Irrigated	Average Farm Size 188
Major Crop(s) Corn - Soybeans	Farmable Land In Govt. Jurisdiction Acres: 213,049 81.5%		Amount Of Farmland As Defined in FPPA Acres: 209549 80.1%
Name Of Land Evaluation System Used LESA	Name Of Local Site Assessment System –		Date Land Evaluation Returned By NRCS 4-22-14

PART III *(To be completed by Federal Agency)*	Alternative Site Rating			
	Site A	Site B	Site C	Site D
A. Total Acres To Be Converted Directly				
B. Total Acres To Be Converted Indirectly	1.4			
C. Total Acres In Site	1.4	0.0	0.0	0.0
PART IV *(To be completed by NRCS)* Land Evaluation Information				
A. Total Acres Prime And Unique Farmland	1.0			
B. Total Acres Statewide And Local Important Farmland	–			
C. Percentage Of Farmland In County Or Local Govt. Unit To Be Converted	.001%			
D. Percentage Of Farmland In Govt. Jurisdiction With Same Or Higher Relative Value	23%			
PART V *(To be completed by NRCS)* Land Evaluation Criterion Relative Value Of Farmland To Be Converted *(Scale of 0 to 100 Points)*	0 95	0	0	0

PART VI *(To be completed by Federal Agency)* Site Assessment Criteria *(These criteria are explained in 7 CFR 658.5(b)*	Maximum Points				
1. Area In Nonurban Use					
2. Perimeter In Nonurban Use					
3. Percent Of Site Being Farmed					
4. Protection Provided By State And Local Government					
5. Distance From Urban Builtup Area					
6. Distance To Urban Support Services					
7. Size Of Present Farm Unit Compared To Average					
8. Creation Of Nonfarmable Farmland					
9. Availability Of Farm Support Services					
10. On-Farm Investments					
11. Effects Of Conversion On Farm Support Services					
12. Compatibility With Existing Agricultural Use					
TOTAL SITE ASSESSMENT POINTS	160	0	0	0	0
PART VII *(To be completed by Federal Agency)*					
Relative Value Of Farmland *(From Part V)*	100	0	0	0	0
Total Site Assessment *(From Part VI above or a local site assessment)*	160	0	0	0	0
TOTAL POINTS *(Total of above 2 lines)*	260	0	0	0	0

Site Selected:	Date Of Selection	Was A Local Site Assessment Used? Yes ☐ No ☐

Reason For Selection:

(See Instructions on reverse side)

Form AD-1006 (10-83)

This form was electronically produced by National Production Services Staff

Missouri Department of Conservation

Natural Heritage Review Report

April 22, 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:	Bridge
Location/Scope:	Section 14 of T53N R31W
County:	Clay
Query reference:	Bishop Road Bridge #05000031 over Muddy Fork
Query received:	April 22, 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 one mile of the site.

Natural Heritage records identify no state-ranked species and/or natural communities within one 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).**
- 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.

2/2000

Clay County, Missouri

Highway Department

16616 NE 116th Street
Kearney, MO 64060

Karl Walters
Highway Administrator

May 20, 2014

Lindsey Chaffin
Great Rivers Associates
2826 S. Ingram Mill Road
Springfield, MO 65804

Re: Clay County Bridge 05000031 on Bishop Road over Muddy Fork
Project No. BRO-B024(024)

Dear Ms. Chaffin:

Please find enclosed the Floodplain Development Permit/Application for the referenced project.

Should you have any questions or require additional information, please feel free to contact our office.

Sincerely,

Terri Griffen

Terri Griffen
Administrative Assistant

RECEIVED
MAY 22 2014
By

TEL. 816.407.3300
FAX 816.407.3301

kwalters@claycogov.com
www.claycogov.com

FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application # F-2014-02 Date 5/14/2014

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in a floodplain. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be done in accordance with the requirements of the Floodplain Management Ordinance and with all other applicable County Code requirements and the laws and regulations of the State of Missouri.

Clay County, Missouri — 04/08/2014 Owner or Agent — Date	☐Builder ☐Contractor ☐Surveyor ☐Other — Date
One Courthouse Square, Liberty, MO 64068 Address	Address
816-407-3600 Phone	Phone

SITE DATA

1. **Location:** NW ¼; SE ¼; Section 14 ; Township 53 ; Range 31 ; FIRM Panel 2900860050C
   Street Address: 17607 NE 52nd St
2. **Type of Development:** ☒Filling ☒Grading ☒Excavation ☐Other ____
   ☒New Construction ☐Routine Maintenance ☐Substantial Improvement ☐Minor Improvement
3. **Description of Development:** Clay County is replacing the old Bishop Road bridge.
4. **Premises:** Structure Size 90.00 ft. X 24.00 ft. Area of Site 14,400.00 ☒ Sq. Ft. / ☐ Acres
   Principal Use Public road bridge Accessory Uses (storage, parking, etc.) ____
5. **Value of Improvement** (fair market) $400,000.00 Pre-Improvement/Assessed value of structure $0.00
6. Property located in a designated **Special Flood Hazard Area (SFHA)**? ☒ Yes (w/in Floodway) ☐ Yes (NO Floodway) ☐ No
   IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE FLOOD (100-YEAR) ELEVATION.
7. Property located in a designated **FLOODWAY FRINGE**? ☒ Yes ☐ No
8. **Base Flood Elevation** (source): 809 ☒ MSL / ☐ NGVD
9. **Proposed Development Elevation**: 804.45 -- top of bridge deck ☒ MSL / ☐ NGVD
10. **Elevation/floodproofing requirement**: ____ ☐ MSL / ☐ NGVD
11. **Other floodplain elevation information** (ID and describe source): Elevations computed from field survey and HEC-RAS analysis by Great River Associates, Inc.
12. **Other permits required?**

Corps of Engineer 404 Permit:	☒ Yes	☐ No	☐ Included
MoDNR 401 Permit:	☒ Yes	☐ No	☐ Included
Engineering No-Rise Certificate:	☒ Yes	☐ No	☒ Included

13. All floodplain management provisions of the Clay County Code have been met?
    ☒ Yes
    ☐ No, explain: ____

PERMIT APPROVAL/DENIAL

Plans and Specifications ☒ Approved / ☐ Denied this 14th Day of May.

Signature of Developer/Owner	Authorizing Official
Amela S. Mason, Presiding Commissioner Print Name and Title	Matthew M. Tapp | Director - Planning & Zoning Department Print Name and Title

This permit issued with the condition that the lowest floor (Including Basement Floor) of any new or substantially-improved residential building will be elevated **1.00 foot**/feet above the base flood elevation. If the proposed development is a non-residential building, this permit is issued with the condition that the lowest floor (including basement) of a new or substantially-improved non-residential building will be elevated or floodproofed **1.00 foot**/feet above the base flood elevation. This permit is used with the condition that the developer/owner will provide certification by a registered engineer, architect, or land surveyor of the "as-built" lowest floor (Including Basement) elevation of any new or substantially-improved building covered by this permit.

Clay County Planning & Zoning Department

General Map Viewer

County Commission adopted Zoning Map on June 25, 2012
Resolution #: 2012-233

Zoning Descriptions found in the 2011 Clay County Land Development Code

Parcels and MARC aerial photography provided by: GIS/Mapping, Cathy Rinehart, Clay County Assessor

Path:

Printed Date: 5/14/2014 Time: 5:00:26 PM

N
W E
S

1 inch = 300 feet
1 inch = 0.056818 miles

Planning & Zoning Department

LEGEND

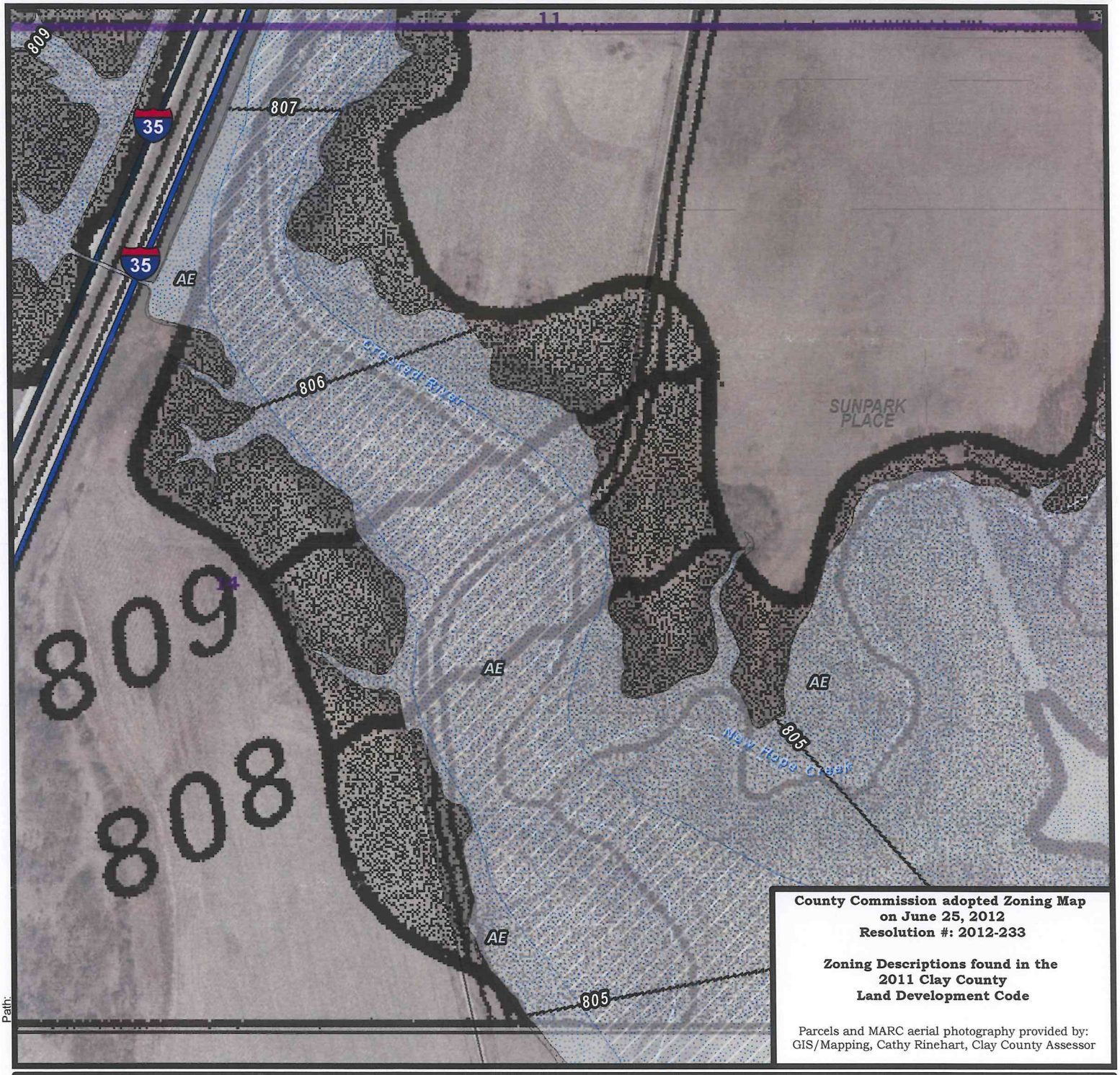
- Subdivisions
- County Boundaries
- Railroad

Roads

- Interstates
- Highways
- Local Roads
- Highway Ramps
- Rivers
- Parks

Clay County Planning & Zoning Department

General Map Viewer



County Commission adopted Zoning Map on June 25, 2012
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Planning & Zoning Department

LEGEND

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- Parks

MISSOURI STATE EMERGENCY MANAGEMENT AGENCY

ENGINEERING "NO-RISE" CERTIFICATE

Floodplain Development Permit No. _____

SECTION A - PROPERTY OWNER INFORMATION

COMMUNITY	COUNTY	STATE
Clay County	Clay	MO

APPLICANT	DATE
Clay County	3/6/14

APPLICANT'S ADDRESS	PHONE
1 Courthouse Square Liberty, MO 64068	(816) 407-3600

SECTION B – ENGINEER INFORMATION

ENGINEER	DATE
Great River Associates	2/11/14

ENGINEER'S ADDRESS	PHONE
2826 S. Ingram Mill Road, Springfield, MO 65804	417-886-7171

SECTION C – SITE DATA

1. Location:

		SECTION	TOWNSHIP	RANGE	STREET ADDRESS
NW¼	SE¼	14	53N	31W	Bishop Road

2. Panel(s) No. of NFIP Map(s) affected: 2900860050C

3. Type of development:
   ☒ Filling ☒ Grading ☒ Excavation ☐ Min. Improvements ☐ Routine Maintenance
   ☐ Substantial Improvement ☒ New Construction ☐ Other (Describe):

4. Description of Development: Removing existing steel truss bridge and replacing with a new NU Girder Bridge

5. Name of Flooding Source Affected: Muddy Fork

SECTION D - COMMENTS

Comments:

This is to certify that I am a duly qualified engineer licensed to practice in the State of MO. It is to further certify that the attached technical data supports the fact that the proposed development described above will not create any increase to the 1% storm frequency water surface flood elevations on said flooding source above at the published cross-sections in the flood insurance study for the above community dated 4/16/03, and will not create any increase to the 1% storm frequency water surface flood elevations at the unpublished cross-sections in the vicinity of the proposed development.

Signature	2/25/14 Date
Engineer Title	E-28676 License No.

Embossed Seal or Stamp and Signature

STATE OF MISSOURI
SPENCER N. JONES
NUMBER E-28676
REGISTERED PROFESSIONAL ENGINEER
4/9/14

Job No. SPM=

MO-01/06/2000

February 27, 2014

Mrs. Pam Mason
Clay County Commission
Courthouse Sq.
Liberty, MO 64068

RE: Asbestos Inspection Results
Clay Co. Bridge 5000031
Clay County, Missouri
Project No. BRO-B024 (24)

On February 24, 2014, Great River Associates, Inc. provided asbestos inspection services at the above referenced location. The bridge was inspected for suspect asbestos-containing materials (ACM), to visually identify readily accessible suspect ACM, collect bulk samples, and provide laboratory analysis for asbestos content determination. Sample locations and estimated material quantities were documented for bulk samples collected from suspect materials. The purpose of the inspection was to determine the location of ACM so that it may be removed prior to demolition activities of the bridge.

ACM is defined as any material that contains more than one percent asbestos. ACM is then classified as either a friable ACM (material that can be crumbled, pulverized, or reduced to powder by hand pressure) or a non-friable material. Non-friable may further be defined as a Category I (packings, gaskets, resilient floor covering, and asphalt roofing products), or Category II (other material excluding Category I).

We reached the following findings:
-No suspect materials were identified, sampled or analyzed for asbestos content.

If you have any questions, please contact me at 417-886-7171.

Sincerely,
Great River Associates, Inc.

James D. Sutton Jr
Missouri Asbestos Inspector #7019111512Moll16346

2826 s. Ingram Mill, Springfield, MO 65804 Phone: 417-886-7171 Fax: 417-886-7591 www.greatriv.com

REPORT OF SUBSURFACE EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION

CLAY COUNTY BRIDGE
NUMBER 0500031 REPLACEMENT
CLAY COUNTY, MISSOURI
TSI PROJECT NUMBER 20142018

GREAT RIVER ASSOCIATES, INC.
2826 South Ingram Mill
Springfield, Missouri 65084

TSi engineering, inc.

1322 Adams Street
Kansas City, Kansas 66103

May 23, 2014

TSi engineering, inc.

1322 Adams Street
Kansas City, KS 66103
913.749.4010 (tel)
913.749.4011 (fax)
www.tsi-engineering.com

PROFESSIONAL SERVICE SINCE 1989

May 23, 2014

Mr. Jason Sivils, PE
GREAT RIVER ASSOCIATES, INC.
2826 South Ingram Mill
Springfield, Missouri 65804

Re: **Report of Subsurface Exploration and Geotechnical Engineering Evaluation**
Clay County Bridge No. 0500031 Replacement
Clay County, Missouri
TSi Project No. 20142018

Dear Mr. Sivils:

TSi Engineering, Inc. (TSi) has completed the authorized subsurface exploration and geotechnical engineering evaluation for the referenced project and is pleased to submit this report of our findings to Great River Associates, Inc. (GRA). The purpose of our work was to determine subsurface conditions at specific exploration locations and to gather data on which to prepare geotechnical recommendations for the replacement of Bridge Number 0500031 in Clay County, Missouri. This report describes the exploration procedures used, exhibits the data obtained, and presents our evaluations and recommendations relative to the geotechnical engineering aspects of the project.

We appreciate the opportunity to assist you with this project. If you have any questions, or if we may be of further service to you, please call us.

Respectfully submitted,
TSi ENGINEERING, INC.

STATE OF MISSOURI
KEVIN D. FRIEDRICHS
NUMBER PE-2013010325
5-23-14
PROFESSIONAL ENGINEER

Kevin D. Friedrichs, PE
Project Manager

Denise B. Hervey, PE
Principal

Michael Schmitz, PE
Area Manager

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Appendix A - Site and Boring Location Plan, Figure 1

Appendix B - Boring Logs
- Unified Soil Classification System
- General Notes
- Rock Core Descriptions and Criteria

Appendix C - Laboratory Test Results

Appendix D - Rock Core Photographs

SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
CLAY COUNTY BRIDGE NUMBER 0500031 REPLACEMENT
CLAY COUNTY, MISSOURI

1.0 SCOPE OF WORK

This report summarizes the results of a geotechnical study performed for the proposed bridge replacement in Clay County, Missouri. The following items are included in this study report:

- subsurface conditions at the boring locations;
- laboratory test results;
- influence of groundwater on the project;
- foundation recommendations for the bridge foundations;
- anticipated total and differential settlements of structural elements;
- seismic site classification per MoDOT guidelines
- general construction considerations; and
- recommendations for fill and backfill materials, placement and compaction.

2.0 SITE AND PROJECT DESCRIPTIONS

The following project understanding is based on discussions with GRA and a site reconnaissance by an engineer from TSi. The project will consist of constructing a replacement of Bridge Number 0500031 on Bishop Road over the Muddy Fork Creek in Clay County, Missouri. The general location of the project site is shown below. The Site and Boring Location Plan, Figure 1 in Appendix A, provides a more detailed plan of the project area.

The existing bridge over the Muddy Fork on Bishop Road is located approximately 1700 feet north of the intersection of NE 172nd Street and Bishop Road. The existing bridge is closed but was a three-span structure that extended approximately 100 feet across the river. We understand that the new bridge will be a single span and approximately 90 feet long and will be located north of the existing bridge. The structural loads for the new bridge have not yet been determined. It is anticipated that the bridge will be supported on driven H-piles bearing on the underlying limestone bedrock.

3.0 FIELD EXPLORATION AND LABORATORY TESTING

3.1 FIELD EXPLORATION

TSi conducted an exploration program on April 25 and 26, 2014 consisting of two soil borings. One boring was drilled on each side of the creek near the proposed location of the new abutments. The logs from this exploration are included in Appendix B. The approximate locations of the borings are indicated on the Site and Boring Location Plan, Figure 1 in Appendix A. TSi staked the borings in the field as close as possible to the locations requested by GRA. TSi measured the elevations of the borings using a level and a control point left by the project surveyor. The elevations are presented on the logs in Appendix B.

The borings were drilled using a CME-75 track-mounted drill rig to advance hollow stem auger drilling tools. Split-spoon and Shelby tube samples were recovered from the borings. Split-spoon samples were recovered using a 2-inch outside-diameter, split-barrel sampler, driven by an automatic hammer, in accordance with ASTM D 1586. The split-spoon samples were placed in plastic bags for later testing in the laboratory. Three-inch diameter Shelby tube samples were obtained in accordance with ASTM D 1587. The Shelby tube samples were preserved by sealing the entire sample in the tube. Borings were backfilled with bentonite grout.

The borings were advanced below auger refusal, and 30 feet of the underlying rock was sampled using NX size diamond-bit rock coring methods. The rock core recovered was placed in cardboard boxes and taken to the laboratory for examination and testing. Percent recovery and Rock Quality Designation (RQD) values were calculated for each rock core sample and are noted on the boring logs. The RQD is the percentage of the total length of rock cored that consists of sound pieces that are a minimum of 4.0 inches in length. The RQD is a general indication of the integrity of the in-situ rock mass. Based on RQD, rock quality can be described as excellent (90 to 100), good (75 to 90), fair (50 to 75), poor (25 to 50), or very poor (0 to 25). TSi photographed the rock core samples and have included the photographs in Appendix D of this report.

The results of the field tests and measurements were recorded on field logs and appropriate data sheets by an engineer from TSi. Those data sheets and logs contain information concerning the exploration methods, samples attempted and recovered, indications of the presence of various subsurface materials, and the observation of groundwater. The field logs and data sheets contain the engineer's interpretations of the conditions between samples, based on the performance of the exploration equipment and the cuttings brought to the surface. The final logs included in this report were based on the field logs, modified as appropriate based on the results of laboratory testing of soil and rock samples.

3.2 LABORATORY TESTING

A laboratory testing program was conducted by TSi to determine selected engineering properties of the obtained soil and rock samples. The following laboratory tests were performed on the samples recovered from the borings:

- visual descriptions by color and texture of each sample (ASTM 2488);
- natural moisture content of selected samples (ASTM D 2216);
- Atterberg limits on selected cohesive samples (ASTM D 4318);
- percent of soil finer than a No. 200 sieve (ASTM D 1140);
- unit weight of selected undisturbed samples (ASTM D 7263);
- unconfined compressive strength of selected undisturbed soil samples (ASTM D 2166); and
- unconfined compressive strength of selected rock core samples.

The results of the laboratory tests are summarized on the boring logs. TSi has also included the unconfined compression of rock core test results in Appendix C. The analyses and conclusions contained in this report are based on field and laboratory test results and on the interpretations of the subsurface conditions as reported on the logs. Only data pertinent to the objectives of this report have been included on the logs; therefore, these logs should not be used for other purposes.

4.0 SUBSURFACE CONDITIONS

Details of the subsurface conditions encountered at the boring locations are shown on the logs in Appendix B. The general subsurface conditions encountered and their pertinent engineering characteristics are described in the following paragraphs. Conditions represented by the borings should be considered applicable only at those locations on the dates shown; the reported conditions may be different at other locations or at other times.

4.1 REGIONAL GEOLOGY

The geologic region of the bridge is part of the Central Dissected Till Plains physiographic province, Dissected Till and Loess Plains subsection. Bedrock strata encountered at the project area are a part of the Pennsylvanian, Kansas City Group. The geologic units within this group generally consist of alternating limestone and shale layers with occasional sandstone layers. The soils encountered at the site consist mainly of Nodaway silt loam series. This series consists of very deep, moderately well drained soils formed in alluvium.

4.2 GENERALIZED SUBSURFACE PROFILE

In general the borings encountered lean to fat clay (CL or CH in accordance with the Unified Soil Classification System) to a depth of 24.5 feet at Boring B-01 and 29 feet at Boring B-02. Beneath the lean clay, the borings encountered lean clay with sand (CL), clayey sand (SC) and poorly graded sand (SP) in alternating layers to limestone bedrock.

Moisture content tests of the alluvium at the bridge abutments ranged from 8% to 30% with an average of 21%. Standard penetration test (N) values of the alluvium ranged from 0 to 32 blows per foot (bpf) with an average of 9 bpf. Unit weights of the clays averaged 99 pounds per cubic foot (pcf), and the undrained shear strength of tested soil specimens averaged 0.26 tons per square foot (tsf). Liquid Limit values (LL) of the clays range from 29 to 52 with an average of 38 and plasticity index values (PI) range from 16 to 32 with an average of 20.

The limestone bedrock was generally gray to light gray, moderately hard to hard and slightly weathered to highly weathered. Table 1 contains the apparent depth and elevation of limestone bedrock. In general, the augers penetrated the highly weathered limestone bedrock 1 to 4 feet until the limestone was dense enough to begin coring.

TABLE 1
BEDROCK DEPTH AND ELEVATION

Boring Location	Bedrock Depth (ft.)	Bedrock Elevation (ft.)
B-01	34.0	768.5
B-02	42.0	765.5

4.3 GROUNDWATER

Groundwater was observed in both of the borings during drilling. Table 2 below lists the groundwater depths and elevations encountered while drilling. The presence or absence of groundwater at a particular location does not necessarily mean that groundwater will be present or absent at that location at other times. Seasonal variations, the water level in the creek, and other unknown considerations will cause fluctuations in water levels and the presence of water in the soils.

TABLE 2
GROUNDWATER DEPTH AND ELEVATION

Boring Location	Groundwater Depth (ft.)	Groundwater Elevation (ft.)
B-01	19.0	783.5
B-02	24.0	783.5

5.0 ENGINEERING ASSESSMENTS AND RECOMMENDATIONS

5.1 DRIVEN STEEL PILES

TSi understands that the abutments of the replacement bridge will be supported on steel H piles driven to practical refusal on bedrock. The capacity of piles driven to practical refusal in limestone will be controlled by the structural capacity of the pile. Table 3 presents structural capacities of common pile sections as presented in the MoDOT EPG 751.36.3:

TABLE 3
STRUCTURAL STEEL HP PILE CAPACITIES

Section	End Area (in^2)	GRADE 50		GRADE 36	
		Structural Nominal Resistance (kips)	Structural Factored Compression Resistance (ϕ=0.5) (kips)	Structural Nominal Resistance (kips)	Structural Factored Compression Resistance (ϕ=0.5) (kips)
HP 10x42	12.4	620	310	446	220
HP 12x53	15.5	775	380	558	275
HP 14x73	21.4	1070	535	770	385

Based on previous experience, we expect that all of the H-piling will penetrate through the on-site soils and weathered bedrock and achieve refusal in the unweathered portions of the underlying bedrock. The anticipated tip elevation will vary from 763 to 768 feet across the bridge. Piles installed with a minimum center-to-center spacing of three diameters do not require a reduction in individual axial pile capacity due to group action.

For pile groups, a spacing of at least three pile diameters, center-to-center, is recommended so that the axial capacity of the pile group will be equivalent to the sum of the individual pile capacities. A minimum pile length of 10 feet is required below the bottom of the pile cap or below the natural ground surface, whichever is lower.

Pile driving resistance should be closely monitored. We recommend PDA testing of the piles. If PDA testing is not performed, TSi should be notified to provide driving criteria based on project specific hammer and cap properties. Because the piling will be driven into bedrock, we recommend driving the piling with protective points to reduce the potential for damage to the pile during driving.

The structural loads will result in some compression of the bedrock beneath the driven piles. Based on the general character of bedrock on the site and assuming the foundations are properly installed, the maximum anticipated settlement of these foundations due to the structural loads should be less than 0.5 inch, not including elastic settlement of the steel pile itself. Differential settlements across the structure should be less than 0.3 inch. The majority of this settlement should take place during construction as the structural loads are applied to the foundations.

5.2 Lateral Earth Pressures for Abutments and Wing Walls

Detailed plans for the abutments and wing walls were not available at the time of this report. Table 4 presents lateral earth pressures for both drained and undrained conditions. The walls should be designed to allow for the dissipation of water from behind the wall. This can be accomplished by backfilling the walls with free draining crushed limestone.

Walls that are restricted from movement at the top, such as the abutments, should be designed to resist at-rest pressures. Walls that are free to move and deflect at the top, such as the wing walls, should be designed to resist active earth pressures. A horizontal deflection at the top of the wall of approximately 1% of the freestanding wall height is typically required to permit active pressure to develop. Earth pressures are a function of the excavation configuration and the backfill materials. The following design parameters are recommended for the indicated wall backfill materials. Significant wall movements would generally be necessary to develop the full values of passive pressures given; typically the passive values stated are reduced by up to one-half for design.

The effects of vertical surcharge loads or sloping ground behind the wall are not included for the stated lateral pressures. The effect of surface loading may be included as a uniform horizontal load against the wall equal to one-half the vertical load intensity. The effect of sloping backfill will depend on the degree of the slope and the closeness of the slope to the wall. TSi can provide recommendations for sloping backfill if details are made available.

Table 4
Lateral Earth Pressure Parameters for Subsurface Walls

Parameter		Backfilled with Crushed Limestone	Backfilled with Cohesive Soil
At-Rest Equivalent Fluid Pressure	Drained	55 pcf	70 pcf
	Undrained	90 pcf	95 pcf
Active Equivalent Fluid Pressure	Drained	35 pcf	50 pcf
	Undrained	80 pcf	90 pcf
Passive Equivalent Fluid Pressure	Drained	480 pcf	285 pcf
	Undrained	310 pcf	200 pcf
Soil Unit Weight		130 pcf	120 pcf
Angle of Internal Friction for Backfill		35°	24°
Assumed Surcharge Condition		None	None
Slope Profile behind Wall		Horizontal	Horizontal

pcf = pounds per cubic feet
No factor of safety or resistance factor has been applied to the above values.

5.3 Seismic Site Classification

Based on the MoDOT EPG Figure 751.9.1.3.3, the project site is located within Seismic Performance Category (SPC) "A". As such, the soils at the site are not considered susceptible to liquefaction or substantial settlement or loss in strength when subject to the design earthquake loading. The seismic analysis and design procedures outlined in EPG 751.9.1 are not required for this project.

6.0 Site Preparation and Excavation Considerations

The following site preparation recommendations are typical for this type of project and subsurface conditions.

6.1 Excavations

The existing clay soils can be excavated using conventional earth moving equipment and methods. Trenching, excavating, and bracing should be performed in accordance with OSHA (Occupational Safety and Health Administration) regulations and other applicable regulatory agencies. In accordance with the OSHA excavation standards, the soil that is prevalent at the site is considered Type C, which requires a side slope for excavations of not steeper than 1.5 horizontal to 1.0 vertical (1.5H:1V). However, worker safety and classification of the excavation soil is the responsibility of the contractor. Also according to OSHA requirements, any excavation extending to a depth of more than 20 feet must be designed by a registered professional engineer. An excavation retention system, such as soldier pile and lagging or sheet piling, may be used as an alternate to sloping back the sides of trench excavations.

6.2 Fill and Backfill Materials

All fill materials and fill placement methods at the bridge approaches must be completed according to Missouri Department of Transportation standards and specifications. Most of the soils encountered at the borings would be acceptable fill materials according to these specifications. Soil with decayable material such as wood, trash, metal, or vegetation is not acceptable.

Some of the fill material may require the addition of moisture prior to compaction. This should be performed in a controlled manner using a tank truck with a spray bar, and the moistened soil should be thoroughly blended with a disk or pulverizer to produce a uniform moisture content. Repeated passages of the equipment may be required to achieve a uniform moisture content. If fill is placed during the winter season, fill materials should be carefully observed to see that no ice or frozen soils are placed as fill or remain in the base materials upon which fill is placed.

Some of the fill material may require moisture reduction prior to compaction. During warm weather, moisture reduction can generally be accomplished by disking, or otherwise aerating the soil. When air-drying is not possible, a moisture-reducing chemical additive, such as lime or Class C fly ash, may be used as a drying agent.

6.3 Fill and Backfill Placement

Cohesive fill should be compacted to a dry density of at least 95% of the standard Proctor maximum dry density (ASTM D 698) of the soil. According to the EPG 205.5.2, the moisture content of lean clay or granular fill at the time of compaction should be up to 3% above optimum moisture content as determined by the standard Proctor compaction test. Fill should be placed in loose lifts not in excess of 8 inches thick, and compacted to the aforementioned criterion. However, it may be necessary to place fill in thinner lifts to achieve the recommended compaction when using small hand-operated equipment.

7.0 CONSTRUCTION OBSERVATION AND TESTING

It is recommended that TSi be retained during construction to perform testing and observation services for the following items:

- removal of existing bridge foundations;
- placement and compaction of fill, base course, and backfill materials; and
- observation of the installation of driven pile foundations.

These quality assurance services should help verify the design assumptions and maintain construction procedures in accordance with the project plans, specifications, and good engineering practice.

8.0 REPORT LIMITATIONS

This geotechnical report has been prepared for the exclusive use of **GREAT RIVER ASSOCIATES, INC.** for the specific application to the subject project. The information and recommendations contained in this report have been made in accordance with generally accepted geotechnical and foundation engineering practices; no other warranties are implied or expressed.

The assessments and recommendations submitted in this report are based in part upon the data obtained from the borings. The nature and extent of variations between the borings may not be evident at this time. If variations appear evident at a later date, it may be necessary to re-evaluate the recommendations of this report.

We emphasize that this report was prepared for design purposes only and may not be sufficient to prepare an accurate construction bid. Contractors reviewing this report should acknowledge that the information and recommendations contained herein are for design purposes.

If conditions at the site have changed due to natural causes or other operations, this report should be reviewed by TSi to determine the applicability of the analysis and recommendations considering the changed conditions. The report should also be reviewed by TSi if changes occur in the structure location, size, and type, in the planned loads, elevations, grading, or the project concepts.

TSi requests the opportunity to review the final plans and specifications for the project prior to construction to verify that the recommendations in this report are properly interpreted and incorporated in the design and construction documents. If TSi is not accorded the opportunity to make this recommended review, we can assume no responsibility for the misinterpretation of our recommendations.

APPENDIX A

Site and Boring Location Plan

Legend

◉ **Boring Location**

N
W E
S

Figure 1, Site and Boring Location Plan	Project No. 20142018
Clay County Bridge No. 0500031 Clay County, Missouri	
Not to Scale	Approved by: KDF

APPENDIX B

Boring Logs
Boring Log Notes
Unified Soil Classification System

LOG OF BORING NO. B-01

Project Description: **Clay County Bridge No. 0500031**
Clay County, MO

TSi Engineering
1322 Adams Street
Kansas City, KS 66103
(913) 749-4010 (913) 749-4011 FAX

Surface El.: **802.5**
Location: **See Site and Boring Location Plan**

Depth, feet	Samples	Sample #	Graphic Log	MATERIAL DESCRIPTION	Recovery %	RQD	Penetration Blows Per 6 inches	Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
				Gray, well graded GRAVEL, with sand, trace clay										
				Brown, lean CLAY (CL), trace fine sand										
5		SS-1			78		6 8 6				16			
10		ST-2		- with sand below 9.0 ft.	75			1.50	0.29	100	24	34	18	16
15		SS-3		(63% passing No. 200 sieve)	100		1 2 1				18			
20		ST-4			100			0.25	0.08	108	23			
25		SS-5		Gray and brown, poorly graded SAND (SP), with gravel, trace clay	100		WH WH WH				26			
30		SS-6		(8% passing No. 200 sieve)	78		5 5 3				14			
35		SS-7		LIMESTONE, gray, moderately hard, highly weathered, thinly bedded, pitted	83		50/3"				8			
		RUN1			100	22								
40		RUN2		- hard, moderately weathered, medium bedded, trace shale stringers below 38.9 ft.	100	82								

Completion Depth: 63.90
Date Boring Started: 4/25/14
Date Boring Completed: 4/25/14
Engineer/Geologist: JAK
Project No.: 20142018

Remarks: Boring drilled with CME-75 using HSA and auto SPT. Groundwater encountered at 19.0 ft. during drilling.

The stratification lines represent approximate strata boundaries.
In situations, the transition may be gradual.

Continued Next Page

KC LOG WITH LAB 20142018 CLAY CO. BRIDGE.GPJ 5/22/14

LOG OF BORING NO. B-01

Project Description: **Clay County Bridge No. 0500031**
Clay County, MO

TSi Engineering
1322 Adams Street
Kansas City, KS 66103
(913) 749-4010 (913) 749-4011 FAX

Surface El.: **802.5**

Location: **See Site and Boring Location Plan**

Depth, feet	Samples	Sample #	Graphic Log	MATERIAL DESCRIPTION	Recovery %	RQD	Penetration Blows Per 6 inches	Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
45		RUN3		LIMESTONE, gray, hard, moderately weathered, medium bedded, trace shale stringers (continued) - slightly weathered below 43.9 ft.	100	100								
50		RUN4		SHALE, gray, soft, moderately weathered, very finely crystaline, laminated, calcareous - black, moderately hard, slightly weathered below 52.0 ft.	100	100								
55		RUN5		LIMESTONE, gray, hard, highly weathered, medium bedded - 5" shale seam at 54.8 ft. - 7" shale seam at 55.3 ft. - moderately hard below 55.9 ft.	100	62								
60		RUN6		- hard, slightly weathered below 59.5 ft. - 6" shale seam at 60.8 ft. - moderately hard, moderately weathered, thinly bedded, trace shale stringers below 61.2 ft.	100	40								
65				Boring terminated at 63.9 ft.										
70														
75														
80														

Completion Depth:	63.90
Date Boring Started:	4/25/14
Date Boring Completed:	4/25/14
Engineer/Geologist:	JAK
Project No.:	20142018

Remarks: Boring drilled with CME-75 using HSA and auto SPT. Groundwater encountered at 19.0 ft. during drilling.

The stratification lines represent approximate strata boundaries.
In situations, the transition may be gradual.

KC LOG WITH LAB 20142018 CLAY CO. BRIDGE.GPJ 5/22/14

LOG OF BORING NO. B-02

Project Description: **Clay County Bridge No. 0500031**
Clay County, MO

TSi Engineering
1322 Adams Street
Kansas City, KS 66103
(913) 749-4010 (913) 749-4011 FAX

Surface El.: **807.5**
Location: **See Site and Boring Location Plan**

Depth, feet	Samples	Sample #	Graphic Log	MATERIAL DESCRIPTION	Recovery %	RQD	Penetration Blows Per 6 inches	Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
				Brown, lean CLAY (CL), with roots, trace gravel										
				Brown, fat CLAY (CH), trace sand										
5		SS-1			78		2 1 2				23			
10		SS-2			71			0.50	0.35	95	29	52	20	32
15		SS-3			100		1 2 2				22			
20		SS-4		Gray, lean CLAY (CL), with fine sand	100			0.25	0.30	93	30	36	19	17
25		SS-5			89		WH 2 1				28			
30		SS-6		Gray, clayey SAND (SC) (29% passing No. 200 sieve)	100		WH 1 1				24			
35		SS-7		Gray and brown, poorly graded SAND (SP), trace gravel and clay (5% passing No. 200 sieve)	100		3 8 10				20			
40		SS-8		Gray, lean CLAY (CL), with sand, trace fine gravel	89		5 12 20				13	29	13	16

Completion Depth: 75.50
Date Boring Started: 4/26/14
Date Boring Completed: 4/26/14
Engineer/Geologist: JAK
Project No.: 20142018

Remarks: Boring drilled with CME-75 using HSA and auto SPT. Groundwater encountered at 24.0 ft. during drilling.

The stratification lines represent approximate strata boundaries.
In situations, the transition may be gradual.

Continued Next Page

KC LOG WITH LAB 20142018 CLAY CO. BRIDGE.GPJ 5/22/14

LOG OF BORING NO. B-02

Project Description: **Clay County Bridge No. 0500031**
Clay County, MO

TSi Engineering
1322 Adams Street
Kansas City, KS 66103
(913) 749-4010 (913) 749-4011 FAX

Surface El.: **807.5**

Location: **See Site and Boring Location Plan**

Depth, feet	Samples	Sample #	Graphic Log	MATERIAL DESCRIPTION	Recovery %	RQD	Penetration Blows Per 6 inches	Hand Penetrometer TSF	Undrained Shear Strength, TSF	Unit Dry Weight, lb/cu ft.	Water Content, %	Liquid Limit	Plastic Limit	Plasticity Index
45				LIMESTONE, light gray, hard, highly weathered, thinly bedded, with shale stringers										
		RUN1			100	32								
50														
		RUN2			100	50								
55				- green gray, shaley, soft below 55.2 ft.										
		RUN3		SHALE, black, moderately hard, slightly weathered, very finely crystaline, laminated	100	48								
60				LIMESTONE, gray, hard, highly weathered, thinly bedded										
		RUN4		SHALE, gray, soft, highly weathered, very finely crystaline, very thinly bedded, calcareous, with limestone nodules, pitted	100	90								
65				LIMESTONE, gray, moderately hard, highly weathered, thinly bedded										
		RUN5		- white, hard, slightly weathered, medium bedded below 61.7 ft. - green, soft, highly weathered, shaley below 65.3 ft. - light gray, hard, with shale stringers below 65.7 ft. - white below 67.0 ft. - slightly weathered below 69.0 ft.	100	38								
70														
		RUN6		- green, soft, highly weathered, shaley, pitted below 70.9 ft.	97	70								
75				SHALE, black, soft, highly weathered, finely crystaline, laminated - 3" limestone seam at 72.2 ft.										
				Boring terminated at 75.5 ft.										
80														

Completion Depth:	75.50
Date Boring Started:	4/26/14
Date Boring Completed:	4/26/14
Engineer/Geologist:	JAK
Project No.:	20142018

Remarks: Boring drilled with CME-75 using HSA and auto SPT. Groundwater encountered at 24.0 ft. during drilling.

The stratification lines represent approximate strata boundaries.
In situations, the transition may be gradual.

KC LOG WITH LAB 20142018 CLAY CO. BRIDGE.GPJ 5/22/14

GENERAL NOTES

The number of borings is based on: topographic and geologic factors; the magnitude of structure loading; the size, shape, and value of the structure; consequences of failure; and other factors. The type and sequence of sampling are selected to reduce the possibility of undiscovered anomalies and maintain drilling efficiency. Attempts are made to detect and/or identify occurrences during drilling and sampling such as the presence of water, boulders, gas, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation in resistance to driving split-spoon samplers, unusual odors, etc. However, lack of notation regarding these occurrences does not preclude their presence.

Although attempts are made to obtain stabilized groundwater levels, the levels shown on the Logs of Boring may not have stabilized, particularly in more impermeable cohesive soils. Consequently, the indicated groundwater levels may not represent present or future levels. Groundwater levels may vary significantly over time due to the effects of precipitation, infiltration, or other factors not evident at the time indicated.

Unless otherwise noted, soil classifications indicated on the Logs of Boring are based on visual observations and are not the result of classification tests. Although visual classifications are performed by experienced technicians or engineers, classifications so made may not be conclusive.

Generally, variations in texture less than one foot in thickness are described as layers within a stratum, while thicker zones are logged as individual strata. However, minor anomalies and changes of questionable lateral extent may appear only in the verbal description. The lines indicating changes in strata on the Logs of Borings are approximate boundaries only, as the actual material change may be between samples or may be a gradual transition.

Samples chosen for laboratory testing are selected in such a manner as to measure selected physical characteristics of each material encountered. However, as samples are recovered only intermittently and not all samples undergo a complete series of tests, the results of such tests may not conclusively represent the characteristics of all subsurface materials present.

NOTATION USED ON BORING LOGS

APPROXIMATE PROPORTIONS

TRACE	<15%
WITH	15-30%
MODIFIER	>30%

Clay or clayey may be used as major material or modifier, regardless of relative proportions, if the clay content is sufficient to dominate the soil properties.

PARTICLE SIZE

BOULDERS		>12 Inches
COBBLES		12 Inches – 3 Inches
GRAVEL		
	Coarse	3 Inches – ¾ Inch
	Fine	¾ Inch – No. 4 Sieve (4.750 mm)
SAND		
	Coarse	No. 4 – No. 10 Sieve (2.000 mm)
	Medium	No. 10 – No. 40 Sieve (0.420 mm)
	Fine	No. 40 – No. 200 Sieve (0.074 mm)
SILT		No. 200 Sieve - 0.002 mm
CLAY		< 0.002 mm

PENETRATION – BLOWS

Number of impacts of a 140-pound hammer falling a distance of 30 inches to cause a standard split-barrel sampler, 1 3/8 inches I.D., to penetrate a distance of 6 inches. The number of impacts for the first 6 inches of penetration is known as the seating drive. The sum of the impacts for the last 12 inches of penetration is the Standard Penetration Test Resistance or "N" value, blows per foot. For example, if blows = 6-8-9, "N" = 8+9 or 17.

OTHER NOTATIONS

Recovery % – length of recovered soil divided by length of sample attempted.

50/2"	Impacts of hammer to cause sampler to penetrate the indicated number of inches
WR	Sampler penetrated under the static loading of the weight of the drill rods
WH	Sampler penetrated under the static loading the weight of the hammer and drill rods
HSA	Hollow stem auger drilling method
FA	Flight auger drilling method
RW	Rotary wash drilling methods with drilling mud
AH	Automatic hammer used for Standard Penetration Test sample
SH	Safety hammer with rope and cathead used for Standard Penetration Test sample

GRAPHIC SYMBOLS

▽ Depth at which groundwater was encountered during drilling

▼ Depth at which groundwater was measured after drilling

⧗ Standard Penetration Test Sample, ASTM D1586

▮ 3-inch diameter Shelby Tube Sample, ASTM D1587

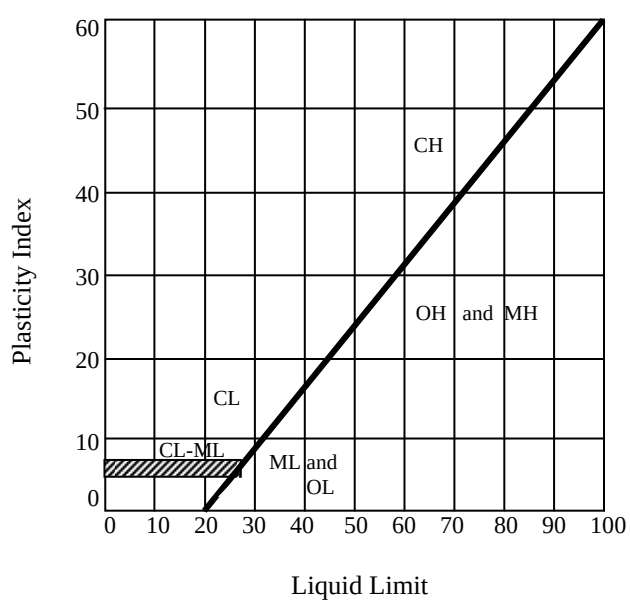
G Sample grabbed from auger

▌▌ NX Size rock core sample

TSi engineering,

UNIFIED SOIL CLASSIFICATION SYSTEM, (ASTM D-2487)

Major Divisions			*Group Symbols*	*Typical Names*	*Laboratory Classification Criteria*		
Coarse-grained soils (More than half of materials is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	Determine percentages of sand and gravel from grain-size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-Grained soils are classified as follows: Less than 5 per cent GW, GP, SW, SP; More than 12 per cent GM, GC, SM, SC; 5 to 12 per cent Borderline cases requiring dual symbols[b]	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3	
			GP	Poorly graded gravels, gravel-sand mixtures, little or no fines		Not meeting all gradation requirements for GW	
		Gravels with fines (Appreciable amount of fines)	GM[a] d	Silty gravels, gravel-sand-silt mixtures		Atterberg limits below "A" line or P.1. less than 4	Above "A" line with P.1. between 4 and 7 are *borderline* cases requiring use of dual symbols
			GM[a] u			Atterberg limits below "A" line with P.1. greater than 7	
			GC	Clayey gravels, gravel-sand-clay mixtures			
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines		$C_u = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3	
			SP	Poorly graded sands, gravelly sands, little or no fines		Not meeting all gradation requirements for SW	
		Sands with fines (Appreciable amount of fines)	SM[a] d	Silty sands, sand-mix mixtures		Atterberg limits about "A" line or P.I. less than 4	Limits plotting in hatched zone with P.I. between 4 and 7 are *borderline* cases requiring use of dual symbols
			SM[a] u				
			SC	Clayey sands, sand-clay mixtures		Atterberg limits about "A" line with P.I. greater than 7	
Fine-grained soils (More than half of materials is smaller than No. 200 sieve size)	Silts and clays (Liquid limit less than 50)		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity	Plasticity Chart		
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays			
			OL	Organic silts and organic silty clays of low plasticity			
	Silts and clays (Liquid limit greater than 50)		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts			
			CH	Inorganic clays of medium to high plasticity, organic silts			
			OH	Organic clays of medium to high plasticity, organic silts			
	Highly organic soils		Pt	Peat and other highly organic soils			



[a]Division of GM and SM groups into subdivisions of d and u are for roads and airfields only. Subdivision is based on Atterberg limits; suffix d used when
L.L. is 26 or less and the P.1. is 6 or less; the suffix u used when L.L. is greater than 28.

[b]Borderline classifications, used for soils possessing characteristics of two groups, are designated by combinations of group symbols. For example: GW-GC, well-graded gravel-sand mixture with clay binder.

ROCK CORE DESCRIPTIONS AND CRITERIA

Hardness

Very Soft	- Easily indented with the thumb
Soft	- Able to be scratched with a fingernail
Moderately Hard	- Easily scratched with a knife; cannot be scratched with the fingernail
Hard	- Difficult to scratch with a knife
Very Hard	- Cannot be scratched with a knife

Crystallinity (Soluble Rock Only)

Aphanitic	- Crystals cannot be distinguished with the naked eye
Very Finely Crystalline	- Crystals are barely discernable with the naked eye
Finely Crystalline	- Crystals are easily discernable with the naked eye
Medium Crystalline	- Crystals are medium size; up to 1/8” in diameter
Coarsely Crystalline	- Crystals are 1/8” to 1/4” in diameter
Very Coarsely Crystalline	- Crystals are larger than 1/4” in diameter

Grain Size

Very Fine Grained	- Less than or equal to 0.0029” (#200 Sieve)
Fine Grained	- 0.0029” to 0.0165” (#200 to #40 Sieve)
Medium Grained	- 0.0165” to 0.07087” (#40 to #10 Sieve)
Coarse Grained	- Greater than 0.0787” (#10 Sieve)

Mass Bedding

Parting	- Less than 0.02 foot
Band	- 0.02 to 0.2 foot
Thin Bed	- 0.2 to 0.5 foot
Medium Bed	- 0.5 to 1.0 foot
Thick Bed	- 1.0 to 2.0 feet
Massive	- Greater than 2.0 feet

Weathering

Fresh	- No visible signs of decomposition or discoloration
Slightly Weathered	- Slight discoloration inward from open fractures
Moderately Weathered	- Discoloration throughout, slight loss of strength, texture intact
Highly Weathered	- Specimen can be broken by hand, texture indistinct, fabric intact
Completely Weathered	- Specimen easily crumbled, minerals decomposed to soil

Voids

Dense	- Usually not discernable with the naked eye
Pitted	- Discernable to ¼”
Vuggy	- ¼” to diameter of the core
Cavity	- Larger than 6” in diameter

APPENDIX C

Laboratory Test Results

TSi Engineering, Inc.
1322 Adams Street
Kansas City, KS 66103
913-749-4010 913-749-4011 Fax

Compressive Strength Test of Rock Core

Date: 5/23/2014
Project Name: Clay County Bridge No. 0500031
TSi Project No.: 20142018

COMPRESSIVE STRENGTH DATA

Boring No.	Sample Name	Sample Depth (ft)	Date Tested	Sample Diameter (in)	Sample Length (in)	Moisture, %	Wet Unit Weight (lbs/ft^3)	Sample Area (sq in)	Load (lbs)	Compressive Strength (psi)	Compressive Strength (ksf)
B-01	C-01	35.3	5/21/14	1.88	3.59	1.39	160.16	2.77	13,100	4,728	681
B-01	C-02	39.7	5/21/14	1.86	3.53	0.99	162.10	2.73	14,330	5,257	757
B-01	C-03	40.6	5/21/14	1.86	3.48	0.75	162.14	2.73	14,915	5,472	788
B-01	C-04	41.6	5/21/14	1.86	3.56	1.37	162.24	2.73	12,645	4,637	668
B-01	C-05	42.1	5/21/14	1.86	3.46	0.89	162.05	2.73	8,445	3,096	446
B-01	C-06	43.4	5/22/14	1.86	3.79	1.45	158.15	2.73	8,045	2,949	425
B-01	C-07	44.9	5/22/14	1.86	3.69	1.42	159.76	2.73	14,475	5,306	764
B-01	C-08	49.9	5/22/14	1.86	3.60	0.24	160.81	2.73	23,860	8,739	1,258
B-01	C-09	54.4	5/22/14	1.86	3.62	0.33	169.98	2.73	23,480	8,607	1,239
B-01	C-10	56.2	5/22/14	1.86	3.80	1.80	160.37	2.73	8,405	3,078	443
B-01	C-11	59.5	5/22/14	1.87	3.80	0.26	165.33	2.74	16,310	5,956	858
B-01	C-12	59.9	5/22/14	1.86	3.80	0.17	165.92	2.73	28,650	10,488	1,510
B-02	C-01	46.1	5/22/14	1.87	3.80	0.46	163.29	2.74	10,075	3,676	529
B-02	C-02	48.0	5/22/14	1.87	3.80	1.12	160.36	2.73	13,660	4,999	720
B-02	C-03	48.9	5/22/14	1.87	3.80	1.09	161.45	2.73	11,920	4,360	628
B-02	C-04	51.6	5/22/14	1.87	3.80	2.23	152.63	2.74	8,540	3,113	448
B-02	C-05	52.5	5/22/14	1.86	3.80	0.71	163.93	2.73	14,265	5,229	753
B-02	C-06	54.5	5/22/14	1.87	3.80	1.10	163.07	2.74	18,180	6,639	956
B-02	C-07	57.5	5/22/14	1.87	3.80	7.03	123.46	2.74	3,400	1,242	179
B-02	C-08	60.9	5/22/14	1.87	3.80	1.03	162.75	2.74	14,825	5,407	779
B-02	C-09	62.0	5/22/14	1.87	3.80	0.51	165.71	2.74	14,690	5,371	773
B-02	C-10	64.0	5/22/14	1.87	3.80	0.52	162.85	2.75	14,660	5,335	768
B-02	C-11	69.5	5/22/14	1.87	3.80	0.15	165.13	2.75	16,560	6,029	868
B-02	C-12	73.6	5/22/14	1.85	3.80	10.07	144.63	2.68	525	196	28

APPENDIX D

Rock Core Photographs

B-01 **Clay County Bridge 0500031** **20142018**

Run No.	Depth (ft)	Recovery (%)	RQD (%)
1	34.4 to 38.9	100	22
2	38.9 to 43.9	100	82

B-01 **Clay County Bridge 0500031** **20142018**

Run No.	Depth (ft)	Recovery (%)	RQD (%)
3	43.9 to 48.9	100	100
4	48.9 to 53.9	100	100

B-01 **Clay County Bridge 0500031** **20142018**

Run No.	Depth (ft)	Recovery (%)	RQD (%)
5	53.9 to 58.9	100	62
6	58.9 to 63.9	100	40

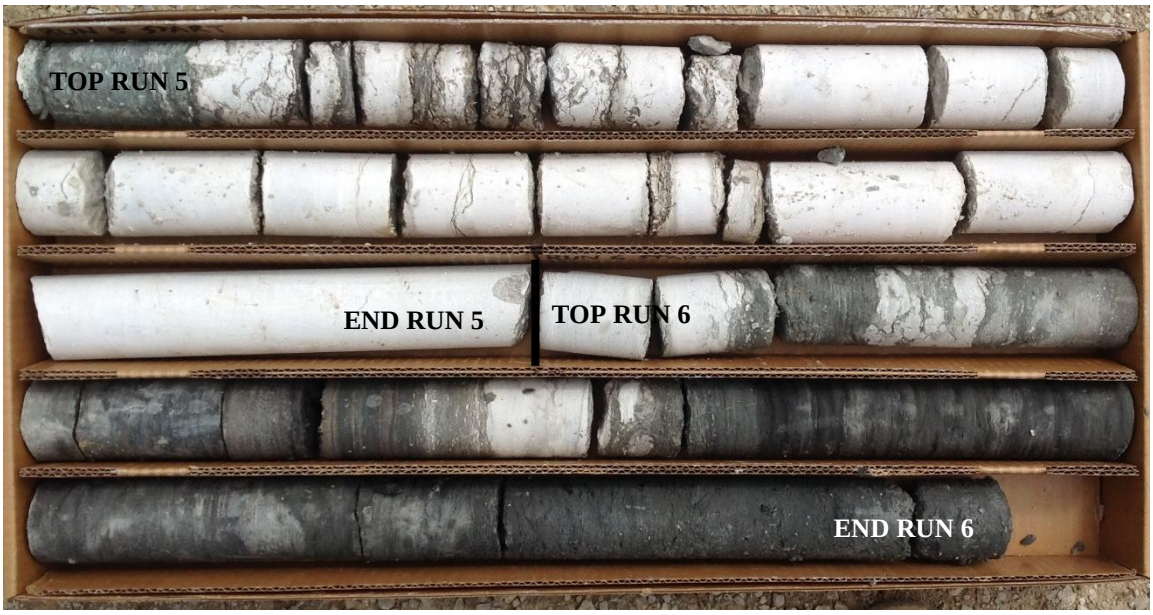
B-02 **Clay County Bridge 0500031** **20142018**

Run No.	Depth (ft)	Recovery (%)	RQD (%)
1	45.5 to 50.5	100	32
2	50.5 to 55.5	100	50

B-02 **Clay County Bridge 0500031** **20142018**

Run No.	Depth (ft)	Recovery (%)	RQD (%)
3	55.5 to 60.5	100	48
4	60.5 to 65.5	100	90

B-02 **Clay County Bridge 0500031** **20142018**



Run No.	Depth (ft)	Recovery (%)	RQD (%)
5	65.5 to 70.5	100	38
6	70.5 to 75.5	97	70