

BRO-R026(025)

Cole County Public Works
5055 Monticello Road
Jefferson City, MO 65109

REQUEST FOR BID

BID OF

Bidder Name _____

Bidder Address _____

FOR
CONSTRUCTING OR IMPROVING
Replacement of Tanner Bridge Road vehicular bridge crossing at Moreau River

**Tanner Bridge Road over Moreau River
Cole County, Missouri**

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BRO-R026(025)

**Cole County Public Works
5055 Monticello Road
Jefferson City, MO 65109**

CONTRACT

AND

BOND

FOR

CONSTRUCTING OR IMPROVING

Replacement of Tanner Bridge Road vehicular bridge crossing at Moreau River

**Tanner Bridge Road over Moreau River
Cole County, Missouri**

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**ADVERTISEMENT
Bridge Replacement Work
Notice to Bidders**

SEALED PROPOSALS consisting of:

**Cole County – Tanner Bridge Road – Road and Bridge Replacement
Federal Aid Project No. BRO-R026(025)**

**Cole County – Tanner Bridge Road Safety Improvements
Cole County Project No. 2023-602-1**

Located along Tanner Bridge Road over Moreau River in Cole County, Missouri

Sealed BIDS for the construction of Cole County BRO-R026(025): Tanner Bridge Road – Road and Bridge Replacement & Cole County 2023-602-1: Tanner Bridge Road Safety Improvements will be received at: Cole County Commission, Courthouse Annex, Room 200, 311 East High Street, Jefferson City, Missouri, 65101, until **9:00 o'clock A.M.** (Prevailing local time) on the **21st day of November, 2025**, and at that time will be publicly opened and read. If submitting the bid by mail, it is to be submitted in a sealed envelope addressed to Cole County Commission, Courthouse Annex, Room 200, 311 East High Street, Jefferson City, Missouri, 65101

The proposed work includes:

BRO-R026(025): Tanner Bridge Road – Road and Bridge Replacement

Removals, clearing and grubbing, grading, excavating, bridge construction, asphalt pavement, guardrail, rock blanket, pavement marking, seeding and mulching, erosion control and other miscellaneous work necessary to remove and replace the Tanner Bridge Road bridge over the Moreau River.

2023-602-1: Tanner Bridge Road Safety Improvements

Removals, clearing and grubbing, excavating, grading, aggregate base, asphalt pavement, guardrail, driveway reconstruction, culvert replacement, pavement marking, seeding and mulching, erosion control and other miscellaneous work necessary to remove, realign, widen and replace approximately 0.38 miles of Tanner Bridge Road. The project also includes an HMA overlay of an approximately 0.1 mile stretch of Tanner Bridge Road from north of Tara Road to the beginning of the BRO-R026(025) 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 Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

Cole County 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 from the current version of the Missouri Standard Specifications for Highway Construction, including all revisions. The contractor questionnaire must be on file 7 days prior to bid opening.

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

CONTRACT DOCUMENTS may be viewed and downloaded online in the bid section at www.colecounty.org. A hard copy of the specifications will not be provided but an 11"x17" hard copy of the plans will be provided upon request in advance.

Cole County Public Works
5055 Monticello Rd.
Jefferson City, MO 65101
Phone: (573) 636-3614

Bartlett & West
601 Monroe St., Suite 201
Jefferson City, MO 65101
Phone: (573) 634-3181

All contractors wishing to bid on this project shall submit the Plan Holder Contract Information form found in the specifications to ccpwprojects@colecouny.org prior to the bid opening.

A Pre-Bid Conference will be held on November 13th, 2025 at 9:00 o'clock AM (Prevailing local time) at the Cole County Fire Protection District Administration Building, 5206 Monticello Road, Jefferson City, MO 65109. All bidders are urged to attend.

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

Cole County reserves the right to reject any or all bids.

Proposals must be on forms provided.

Note to Bidders: BRO-R026(025): Tanner Bridge Road – Road and Bridge Replacement is being let in **required conjunction** with Cole County 2023-602-1: Tanner Bridge Road Safety Improvements, which begins at the Northern termini of BRO-R026(025). In order to be considered for award, contractors **MUST** submit a bid for both BRO-R026(025) **AND** Cole County 2023-602-1. See JSP “Required Combination of Projects” in the project bid manual for additional information.

The project will be awarded to the lowest, responsive, responsible bidder, determined by the **combined total** of the bids for both projects.

Failure to submit a bid for **either project** will result in the bid being deemed non-responsive or irregular, and it will be **rejected** from consideration.

The DBE goal for BRO-R026(025): Tanner Bridge Road – Road and Bridge Replacement is **0%** with **0%** trainees.

The DBE goal for Cole County 2023-602-1: Tanner Bridge Road Safety Improvements is **0%**.

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

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NOTICE TO CONTRACTORS

Sealed BIDS for the construction of **Cole County BRO-R026(025): Tanner Bridge Road – Road and Bridge Replacement** will be received at: **Cole County Commission, Courthouse Annex, Room 200, 311 East High Street, Jefferson City, Missouri, 65101**, until **9:00 o'clock A.M** (Prevailing local time) on the **21st day of November, 2025**, and at that time will be publicly opened and read. If submitting the bid by mail, it is to be submitted in a sealed envelope addressed to **Cole County Commission, Courthouse Annex, Room 200, 311 East High Street, Jefferson City, Missouri, 65101**.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes: removals, clearing and grubbing, grading, excavating, bridge construction, asphalt pavement, guardrail, rock blanket, pavement marking, seeding and mulching, erosion control and other miscellaneous work necessary to remove and replace the Tanner Bridge Road bridge over the Moreau River.

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

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

General Provisions & Supplemental Specifications

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

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

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "Cole County", and the term "Engineer" is a reference to the Engineer of Record from "Bartlett & West, Inc."

The contracting authority for this contract is Cole County.

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

Completion Date: November 1, 2026

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

- Liquidated damages for Contract Administrative Costs: **\$ 750/day**
- Liquidated damages for Road User Costs: **\$ 1800/day**

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

- Paper Bid Bond
- Cashier's Check

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

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

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

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 32", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

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

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

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

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

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

(12) BUY AMERICA REQUIREMENTS: Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

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

(13) ADDENDUM ACKNOWLEDGEMENT: The undersigned states that 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 (if applicable).

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

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

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

Executed by bidder this _____ day of _____ 20____.

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

December 2023

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.

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

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

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

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

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

December 2023

(21) **PAYMENT:** The county hereby agrees to pay the contractor for the work done on a monthly basis pursuant to this contract according as set forth in the contract documents upon acceptance of said work by the County and in accordance with the rates and/or amounts stated in the proposal of Contractor. Retainage of contractor payment in accordance with the Missouri Prompt Pay Act (34.057 RSMo) may occur for any of the following reasons or as determined by the engineer.

- Liquidated damages
- Unsatisfactory job Progress
- Defective construction work or material not remedied
- Disputed work
- Failure to comply with any material provision of the contract
- Third party claims filed or reasonable evidence that a claim will be filed.
- Failure to make timely payments for labor, equipment, or materials.
- Damage to a contractor, subcontractor, or material supplier.
- Reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum.
- Citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state, or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

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PLAN HOLDER CONTACT INFORMATION

COUNTY OF COLE, MISSOURI

**TANNER BRIDGE ROAD - ROAD AND BRIDGE REPLACEMENT
PROJECT NO. BRO-R026(025)**

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

Any bids received from individuals/companies that do not submit this form in advance will not be opened.

Project Name: Tanner Bridge Road - Road and Bridge Replacement
Project No. BRO-R026(025)
Bid Opening Date/Time: November 21st, 2025 / 9:00 AM
Plans and Specifications: Free Download Below

<https://colecouny.org/Bids.aspx?CatID=29&txtSort=Category&showAllBids=on&Status>

Contact Information: (All Information is Required)

Company Name (If Applicable): _____

Plan Holder Name / Contact: _____

Address: _____

City, State, Zip Code: _____

Phone: _____

Email: _____

Email this completed form to: ccpwprojects@colecouny.org

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BID FORM

Proposal of _____ (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Missouri doing business
as _____ to Cole County, Missouri.
(a corporation, a LLC, a partnership, an individual)

BIDDER hereby proposes to perform all WORK for the construction of

**Cole County – Tanner Bridge Road – Road and Bridge Replacement
Federal Aid Project No. BRO-R026(025)**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages the sum of **\$2550** for each consecutive calendar day after the allowed period of performance.

BIDDER acknowledges receipt of the following ADDENDUM:

No. __, dated _____

No. __, dated _____

No. __, dated _____

MoDOT Item No	Description	Quantity	Unit	Unit Price	Extension
BASE BID					
2022010	REMOVAL OF IMPROVEMENTS	1	LS		
2039901	EARTHWORK	1	LS		
2061000	CLASS 1 EXCAVATION	60	CY		
2101006A	SUBGRADE COMPACTION (6-INCH DEPTH)	13	STA		
2160500	REMOVAL OF BRIDGES	1	LS		
3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	3920	SY		
3107003	GRAVEL (A) OR CRUSHED STONE (B) OR CHAT (C)	94	SY		
4030101	ASPHALT CONCRETE MIXTURE PG64-22, (SP125C MIX) (SURFACE)	405	TON		
4030306	ASPHALT CONCRETE MIXTURE PG64-22 (SP250C MIX) (BASE)	1228	TON		
5031011A	BRIDGE APPROACH SLAB (MINOR)	125	SY		
6061069	MGS BRIDGE APPROACH TRANSITION SECTION (REGULAR/NO CURB)	4	EA		
6063014	TYPE A CRASHWORTHY END TERMINAL (MASH)	2	EA		
6061060	MGS GUARDRAIL	958	LF		
6061080	MGS END ANCHOR	2	EA		
6079903	PERMANENT FENCE	1486	LF		
6119907	TYPE 2 ROCK BLANKET (24" THICK)	429	CY		
6169901	TEMPORARY TRAFFIC CONTROL	1	LS		
6181000	MOBILIZATION	1	LS		
6206000D	4 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	3270	LF		
6206001D	4 IN. YELLOW CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	3270	LF		
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	1	LS		
7011107	DRILLED SHAFTS (4 FT. 6 IN. DIA.)	87	LF		
7011206	ROCK SOCKETS (4 FT 0 IN. DIA.)	60	LF		
7011300	VIDEO CAMERA INSPECTION	4	EA		
7011400	FOUNDATION INSPECTION HOLES	195	LF		
7011600	SONIC LOGGING TESTING	4	EA		
7021212	GALVANIZED STRUCTURAL STEEL PILES (12 IN)	325	LF		
7027000	PILE POINT REINFORCEMENT	10	EA		
7032003	CLASS B CONCRETE (SUBSTRUCTURE)	79.6	CY		
7034219A	TYPE D BARRIER	679	LF		
7034221	SLAB ON CONCRETE NU-GIRDER	1079	SY		
7056023	NU 53, PRESTRESSED CONCRETE NU-GIRDER	935	LF		
7061060	REINFORCING STEEL (BRIDGES)	28460	LB		
7123301	STEEL INTERMEDIATE DIAPHRAGM FOR P/S CONCRETE GIRDERS	10	EA		
7123610	SLAB DRAIN	36	EA		
7151001	VERTICAL DRAIN AT END BENTS	2	EA		
7161002	LAMINATED NEOPRENE BEARING PAD	18	EA		
8059901	SEEDING, FERTILIZING AND MULCH	2.8	AC.		
8061005	ROCK DITCH CHECK	684	LF		
8061019	SILT FENCE	325	LF		
Base Bid Total				\$	
Total Construction Cost				\$	

This Bid is submitted by:

Name (Corporation, LLC, Partnership, Individual)

Authorized Signature

Date

Title

Address

FEIN

Phone No.

City, State, Zip

CORPORATE SEAL – (if BID is by a corporation)

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Bartlett & West
Driving Community and Industry Forward, Together.

BID BOND

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

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

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) Tanner Bridge Road
in Cole County project (s) Tanner Bridge Road – Road and Bridge Replacement, BRO-R026(025)
for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly
execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the
requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission,
then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

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

SEAL _____
By _____
Principal
Signature

SEAL _____
By _____
Surety
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.

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Bartlett & West
Driving Community and Industry Forward, Together.

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Bartlett & West
Driving Community and Industry Forward, Together.

AGREEMENT

THIS AGREEMENT, made this _____, by and between Cole County, Missouri, hereinafter called "OWNER" and _____ doing business as _____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of the

**Cole County – Tanner Bridge Road – Road and Bridge Replacement
Federal Aid Project No. BRO-R026(025)**

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 30 calendar days after the date of the NOTICE TO PROCEED and will complete the same by November 1, 2026, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ Dollars \$ _____

5. The term "CONTRACT DOCUMENTS" consists of the following:

- A. NOTICE TO BIDDERS (*inclusive*)
- B. CONTRACTOR'S BID (BID FORM) (*inclusive*)
- C. THIS AGREEMENT (*inclusive*)
- D. BID BOND (*inclusive*)
- E. PERFORMANCE BOND (*inclusive*)
- F. PAYMENT BOND (*inclusive*)
- G. DRAWINGS (*inclusive*) consisting of sheets prepared or issued by Bartlett & West, Inc.,

dated August 2025 with each bearing the following general title:

TANNER BRIDGE ROAD – ROAD AND BRIDGE REPLACEMENT
BRO-R026(025)

COLE COUNTY, MISSOURI

- H. MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2025 EFFECTIVE EDITION
- I. MISSOURI STANDARD PLANS FOR HIGHWAY CONSTRUCTION, 2025 EFFECTIVE EDITION
- J. JOB SPECIAL PROVISIONS (*inclusive*)
- K. ADDENDA (Numbers____ Through____)
- L. The following which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
 - 1) NOTICE TO PROCEED
 - 2) CHANGE ORDERS

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written.

OWNER: Cole County, Missouri

(SEAL)

By _____

Name _____

Title _____

ATTEST:

By _____

Name _____

Title _____

CONTRACTOR:

(CORPORATE SEAL)

By _____

Name _____

Title _____

Address _____

FEIN _____

ATTEST:

By _____

Name _____

Title _____

BOND NO. _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ hereinafter referred to as the Principal, as Principal, and _____ with general offices in the County of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Missouri, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the Cole County, Missouri, hereinafter referred to as the Oblige, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the Principal has, on the ___ day of _____, 20___, entered into a written agreement with the Oblige for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the public improvements as designated, defined and described in the said agreement and the Conditions thereof, and in accordance with the specifications and other Contract Documents for Cole County, Missouri _____, on file with _____.

NOW, THEREFORE, if the Principal or the Subcontractor or Subcontractors of the Principal shall pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction of or in making such public improvements, then this obligation shall become null and void; otherwise, it shall remain in full force and effect. If the Principal or the Subcontractor or Subcontractors of the Principal fails to duly pay all indebtedness incurred for labor furnished, materials, equipment or supplies, used or consumed in connection with or in or about the construction with or in or about the construction of or in making such public improvements, then the Surety shall pay the same in any amount not exceeding the amount of this obligation, together with any interest as provided by law.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms and conditions of the said agreement for the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms and conditions of the said agreement or to the specifications. The Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change order(s) to the said agreement as approved by the Owner.

The Surety further agrees that any persons to whom there is due any sum for such public improvements as herein above stated, or said person's assigns or successors, may bring action on this bond for the recovery of said indebtedness; provided, that no action shall be brought on this bond after six (6) months from the completion of said public improvements.

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In accordance with Title 31 U.S.C. Sec. 9304-9308, the following statement must be included on all bond forms.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20____.

Principal _____

By _____

(Seal)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Missouri Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

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BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ hereinafter referred to as the Principal, as Principal, and _____ with general offices in the County of _____, a corporation duly organized and existing under the laws of the State of _____ and authorized to do business in the State of Missouri, hereinafter referred to as the Surety, as Surety, are held and firmly bound unto the Cole County, Missouri, hereinafter referred to as the Obligee, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, Whereas the Principal has, on the ___ day of _____, 20 ____, entered into a written agreement with the Obligee for furnishing all materials, equipment, tools, labor and incidentals in connection with and for the public improvements as designated, defined and described in the said agreement and the Conditions thereof, and in accordance with the specifications and other Contract Documents for the Cole County, Missouri, _____ on file with _____.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said agreement, and the Conditions, Specifications and other Contract Documents thereto attached or by reference made a part thereof, according to the true intent and meaning in each case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect. Whenever the Principal shall be, and shall be declared by the Obligee to be in default under the agreement, the Surety shall remedy the default by promptly (a) completing the agreement in accordance with its terms and conditions, or (b) obtaining a bid or bids for the submission to the Obligee for completing the agreement in accordance with its terms and conditions, and upon determination by the Obligee of the lowest and best bid, arrange for an agreement between such bidder and the Obligee and make available as work progresses (even though there should be a default or a succession of defaults under the agreement or agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof as the same may be increased by change order(s). The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the agreement and any amendments thereto, less the amount paid by the Obligee to the Principal

PROVIDED, FURTHER, that the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety does hereby waive notice of any change, extension of time, alteration or addition to the terms of the agreement, or to the work, or to the Specifications. Further, the Surety stipulates and agrees that the penal sum of this bond shall be automatically increased or decreased by any change orders to the agreement as approved by the Obligee.

In accordance with Title 31 U.S.C. Sec. 9304-9308, the following statement must be included on all bond forms.

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Missouri.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this _____ day of _____, 20_____.

Principal _____

By _____

(Seal)

Official Title

Surety Company

By _____
Attorney-in-Fact

By _____
Missouri Agent

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

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Bartlett & West
Driving Community and Industry Forward, Together.

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: BRO-R026(025)

Route: Tanner Bridge Road

County: Cole

Prime Contractor: _____

Contract Amount: _____

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

All information must be provided.

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

DBE Name: _____ Address: _____

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

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

Respectfully submitted:

 Company Name (Prime Contractor)

 Name / Title

 Signed (Prime Contractor)

**Instructions for Completing the
DBE Identification Submittal Form
(For Local Program Agency (LPA) Projects)
(BDC-101)**

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

- (A) Insert Bid Line Item in the same order as it appears in the bid document.
- (B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.
- (C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a distributor as that term is defined in 49 CFR Part 26.55, then only 40% of the value in column (B) can be applied towards the contract specific goal. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. **A [Supplier Affirmation Form](#) is required for each DBE firm submitted as a supplier. A copy of this form is provided on the next page.** If the DBE is furnishing and installing the line item, then 100% of the value can be applied.
- (D) Insert the result from dividing columns (B) and (C).
- (E) Insert the result from dividing column (D) from the total bid line item amount.



U.S. Department of
Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:	Total Subcontract/Purchase Order Amount: <input style="width: 100%; height: 20px;" type="text"/>
Authorized DBE Representative (Name and Title):	NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? **YES** **NO**
(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)
- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?
 YES **NO** **(If "YES," Go to Question 2. If "NO" Continue.)**
- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?
 YES **NO*** **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.)**

*If 1.,1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. **(Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?
 YES **NO¹**
(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. **(Go to Question 3.)**

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)? **YES²** **NO³**
- a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? **YES²** **NO³**

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

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

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

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

Printed Name and Signature of Bidder's Authorized Representative:

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

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

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

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

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

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

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

In this provision, “contractor” will be defined as the contractor on the contract; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as “the recipient”. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

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

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

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

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

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

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

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

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

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

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

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

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

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

10.0 Contract Goal Submittal. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal.

Any "DBE Identification Submittal" that identifies a DBE regular dealer or distributor must be accompanied by a "DBE Regular Dealer/Distributor Affirmation Form" that is

completed and signed by both the bidder and the DBE. This form must be received on or before 4:00 p.m. of the third business day after the bid opening date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the

Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

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

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

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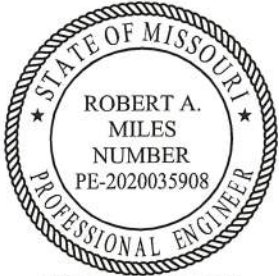
Bartlett & West
Driving Community and Industry Forward, Together.

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Job No.: BRO-R026(025)
Route: Tanner Bridge Road
County: Cole

 <p>ROBERT A. MILES NUMBER PE-2020035908</p> <p>STATE OF MISSOURI PROFESSIONAL ENGINEER</p> <p>THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.</p>	<p>COLE COUNTY 5055 Monticello Road Jefferson City, MO 65109 Phone (573) 636-3614</p>
	<p>BARTLETT & WEST, INC. 601 Monroe Street, Suite 201 Jefferson City, MO 65101 Certificate of Authority: 000167 Consultant Phone: 573-634-3181</p>
	<p>JOB NUMBER: BRO-R026(025) COLE COUNTY, MO DATE PREPARED: 07/18/2025</p>
<p>Date: 8/15/2025</p>	<p>ADDENDUM DATE:</p>
<p>Only the following items of the Job Special Provisions (Roadway & Bridge) are authenticated by this seal: All</p>	

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02L

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

1.1 This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.org under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2025 Missouri Standard Plans
For Highway Construction

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

B. Contract Liquidated Damages

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

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

Estimated Notice to Proceed:	January 19, 2026
Contract Completion Date:	November 1, 2026

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

4.0 Liquidated Damages for Road User Costs. Should the contractor fail to complete the work on or before the contract completion date specified in Section 2.0, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount **\$1,800** for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.

C. Liquidated Damages for Winter Months LPA-15-09A

1.0. Description. Delete Sec 108.8.1.3 (a)

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

3.0 Work Hour Restrictions.

3.1 There will be no work hour restrictions with this project.

4.0 Detours and Lane Closures.

4.1. Furnishing of Signs and Devices. All traffic control signs and devices for closing the road and marking the detour as shown on the plans shall be furnished by the contractor except for signs noted on the Traffic Control Plan sheets as being furnished and retained by Cole County.

4.2 Installation of Signs and Devices. All traffic control signs and devices for closing the road and marking the detour as shown on the plans shall be installed by the contractor.

5.0 Basis of Payment. All costs incurred for equipment, labor, materials, or time required to fulfill this special provision, except as noted above, shall be considered completely covered by the contract lump sum price for 6169901 "Temporary Traffic Control".

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

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

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

Missouri Highway Patrol 573-751-1000		
Cole County	Cole County	Cole County
Sheriff: 573-634-9160	Fire: 573-634-9011	Ambulance: 573-634-5677

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

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

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

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

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

Bartlett & West
Robby Miles
Project Manager
618-494-4003
robby.miles@bartwest.com

Cole County Public Works
Matt Prenger
County Engineer
573-636-3614
mprenger@colecouny.org

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

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

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

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

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

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

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

106.9.3.3 Any minor miscellaneous construction material, steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically." The certification shall be signed by an authorized representative of the prime contractor.

106.9.3.4 The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

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

106.9.5 Basis of Payment. Any costs incurred by the contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

H. Tree Clearing Restriction JSP-07-05C

1.0 Description. The project is within the known range of the federally endangered Indiana bat, northern long-eared bat, and proposed endangered tricolored bat. These bats are known to roost in trees with suitable habitat characteristics during summer months.

1.1 MoDOT has determined that suitable trees for one or more of these bat species exist within the project area.

1.2 To avoid negative impacts to these bat species, removal of any trees/limbs greater than three (3) inches in diameter shall only occur between October 16 and March 31.

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work.

I. Restrictions for Migratory Birds NJSP-16-06A

1.0 Description. Swallows or other bird species protected by the Migratory Bird Treaty Act may be nesting under the bridge or bridges that will be repaired under this contract.

2.0 Restrictions. To comply with the Migratory Bird Treaty Act, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

2.1 Cole County to Maintain Prior to the Notice to Proceed. The bridge, or bridges, associated with the work for this contract have been evaluated and any inactive nests found have been removed by Cole County staff. Cole County staff will maintain the structures to be free of nests until the Notice to Proceed date. At the notice to proceed, the contractor shall be responsible to maintain the structures to be free of nests until the work on the applicable bridge, or bridges, is complete.

3.0 Avoidance Measures. The contractor shall not disturb active nests or destroy adults, eggs or young birds. In an effort to comply with the Migratory Bird Treaty Act, the contractor operations will be limited to the options established in the following sections.

3.1 Inactive or Partially Constructed Nests. If nests are present and MoDOT determines that the nests are inactive or partially constructed, the contractor may remove the nests provided that the colony's inactive or partially constructed nests are completely removed by March 15 and the contractor maintains a nest free condition until the bridge work is complete. Dry removal methods shall be used when practicable. If dry removal is not practicable, hydro cleaning may be used if approved by the Engineer and only if water is free of blasting grit, chemicals, or detergents, and applied using pressure less than 5,000 PSI. Clean water such as that from municipal water treatment plants or wells shall be used. Use of source water from Waters of the State (i.e., streams or lakes), is allowable, if the appropriate methods to prevent the possible spread of invasive aquatic species are implemented.

3.2 Water and Equipment Used for Hydro cleaning. Aquatic invasives such as zebra mussels and some algae species have infested several bodies of water in the United States and can be transported by vessels (barges, boats, tugs, tankers, etc.) and equipment (tanks, tubing, pumps, etc.) that have been used in areas that contain these invasive species. If equipment is not properly inspected and treated to prevent the spread of invasives, these species can be introduced into areas not currently known to have a population. These invasive species are detrimental to existing ecosystems and can outcompete native species. To assist in preventing the introduction and spread of aquatic invasive species through MoDOT projects in Missouri streams and lakes, the following precautions shall be followed.

3.2.1 Use of Water from Streams, Lakes or Ponds. Contractors shall not use water for nest removal from streams, lakes or ponds, unless they have implemented appropriate methods to prevent the possible spread of invasive aquatic species. Water sources from municipal water treatment plants or wells may be used without following these measures provided the equipment to be used has not previously contained waters from streams, lakes or ponds. If the equipment has previously contained waters from other streams or lakes, the following measures must be implemented prior to use.

3.2.1.1 Equipment Washing. Prior to the use or re-use of equipment following any use with water from streams, lakes or ponds, all equipment shall be washed and rinsed thoroughly with hard spray (power wash) and hot (minimum 120° F) water, for at least one minute.

3.2.1.2 Equipment Treating or Drying. Equipment shall be treated or dried in one of the following manners.

3.2.1.2.1 Equipment interior and/or other surfaces shall be treated with a 10% bleach solution to kill any aquatic nuisance species. This solution must also be run through all intake lines and hoses, to sterilize interior components. When chlorine treatment is used, all chlorine runoff from equipment washing must be collected and properly treated and/or disposed of in accordance with Sec 806.

3.2.1.2.2 Equipment interior and/or other surfaces shall be treated with 140° F water for a minimum of 10 seconds contact on all surfaces. 140 ° F water must also be run through all intake lines and hoses, to purge any standing water.

3.2.1.2.3 Equipment shall be flushed of all non-municipal water, and dried thoroughly, in the sun before using in or transporting between streams and lakes. Dry times will depend on the season the equipment is being used. Equipment must dry a minimum of 7 days for June-September, 18 days for March-May; 18 days for October-November, and 30 days for December-February. The drying method should be reserved as a last resort option.

3.2.2 Prior to use of equipment, contractors shall provide the MoDOT inspector written documentation of the equipment’s geographic origin (including the water body it was last used in), as well as defining the specified treatment method used to adequately ensure protection against invasive species. The written documentation will include a statement indicating the contractor is aware of these provisions and will also treat the equipment appropriately after completion of the project.

3.3 Active Nests. The contractor may work on the bridge if active nests are present, as long as the work does not impact or disturb the birds and/or nests. At a minimum, work shall not be performed within 10 feet of an active nest; however, the contractor is responsible for ensuring their activities do not impact the nests, eggs, or young.

4.0 Additional Responsibilities. If active bird nests remain after all reasonable avoidance measures have been taken, or if bird nests are observed during project construction, the contractor shall notify the Resident Engineer and contact the MoDOT Environmental Section (573-526-4778) to determine if there are other allowable options.

J. Utilities JSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Ameren Missouri UE (Gas) Jake Martin Phone: 1-573-681-7504 Email: jmartin7@ameren.com	No known relocations / adjustments	Gas
Cole County PWS2 Jamie Wineland Phone: 1-573-635-7011 Email: pwsd2@socket.net	No known relocations / adjustments	Water
City of Jefferson Wastewater Utilities Eric Seaman Phone: 1-573-634-6410	No known relocations / adjustments	Sanitary Sewer

Three Rivers Electric Ted Neuner Phone: 1-573-644-9000 Email: tneuner@threeiverselectric.com	Yes Section 2.1	Electric
Brightspeed Tonjia Baldwin Phone: 1-573-469-7018 Email: Tonjia.Baldwin@Brightspeed.com	Yes Section 2.2	Fiber

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the County at this time. This information is provided by the County "as-is" and the County expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the County shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.2. 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, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3. 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 subcontractor's operation. The contractor shall hold and save harmless the County and Engineer from damages to any utility facilities interruption of service by it or it's subcontractor's operation.

2.0 Project Specific Provisions:

2.1. Three Rivers Electric. An existing guy wire and anchor shall be relocated by the Three Rivers Electric to allow for adequate ditch grading. Three Rivers Electric's utility poles border the proposed grading limits and may require bracing or relocation as needed during construction. In the event that the utility relocations identified in the contract documents has not been completed, the Contractor shall immediately notify the Engineer and coordinate directly with Three Rivers Electric to determine the schedule and requirements for relocation.

2.2. Brightspeed. Brightspeed has fiber attached to the existing bridge, as well as overhead on utility poles on the South side of Tanner Bridge Road. Utility poles and fiberoptic line shall be relocated by Brightspeed prior to roadway and bridge construction. In the event that the utility relocation identified in the contract documents has not been completed, the Contractor shall immediately notify the Engineer and coordinate directly with Brightspeed to determine the schedule and requirements for relocation.

K. Seeding, Fertilizing and Mulch

1.0 Final grade shall be established and seeded within 10 working days of proposed improvements being completed on a property unless approved otherwise by the Engineer.

1.1 All disturbed areas of the project not paved or concrete shall be seeded. The seed mixture shall be 80% Millennium Fescue, 10% Pizzazz Rye, and 10% Brooklawn Bluegrass. The seeding rate shall be 350 lbs/acre (0.72 lb/sy).

1.2 Fertilizer shall be a standard commercial product which, when applied at the proper rates shall supply the quantity of total nitrogen (N), available phosphoric acid (P₂O₅) and soluble potash (K₂O) to provide a final mixture of 13-13-13. The rate of application shall be 500 pounds per acre of 13-13-13 fertilizer. Material may be accepted on the basis of bag label analysis or supplier's certification, or on the basis of samples tested in the laboratory. For samples tested in the laboratory, tolerances in the nominal composition as shown by label or certification of 10 percent up to the maximum of two units (2% plant food) for the individual constituents, and minus 3 percent for the sum of the constituents, will be permitted. There is no limit on the plus tolerances for such samples.

1.3 Type 1 Mulch (Vegetative) shall be applied at the rate of 1 ½ tons per acres.

1.4 Payment for seeding work will be made on the following schedule:

- 50% paid after seeding and mulch is placed.
- 50% paid after seeding has been established and County accepts it.

2.0 Basis of Payment. All costs incurred by the contractor for labor, equipment and materials in compliance with the above requirements including seedbed preparation, liming, furnishing and placing fertilizer and mulch, shall be considered completely covered by the unit price for Item No. 805-99.01, "Seeding, Fertilizing and Mulch", per acre.

L. Topsoil In Areas To Be Seeded Or Sodded

1.0 The top six (6) inches of all areas of the project to be vegetated shall be free of rocks, stones and clods prior to seeding or sodding. This may require the contractor to utilize a mechanical rock rake, hand picking of stones, and/or placement of six (6) inches of clean topsoil in those areas to be vegetated. All areas to be vegetated shall be inspected prior to seeding or sodding and any deficiency shall be corrected prior to application.

2.0 Basis of Payment. All costs associated with the work specified under this provision shall be considered completely covered by the various items of work in the contract.

M. Earthwork

1.0 Description. This work shall consist of all grading and excavation work required or necessary for the total completion of the project, except as noted elsewhere.

1.1 Typical Earthwork items on this project shall consist of but not be limited to:

- Excavating or filling to the limits shown on the plans
- Excavation for placement of Type 2 Rock Blanket
- Hauling of any waste material off site

2.0 Construction Requirements. Grading activities shall conform to Sec. 203 and other applicable areas of the Standard Specifications.

3.0 Method of Measurement. No measurements will be made and contract quantity will be used.

4.0 Basis of Payment. All costs incurred for equipment, labor, materials or time required to fulfill this provision, except as noted above, shall be considered completely covered by the contract unit price for Item No. 2039901 "Earthwork", per lump sum.

N. Permits

1.0 Hazardous Waste Removal. - Notification of Demolition. The contractor shall provide proper notification to all appropriate federal, state and local agencies prior to demolition. Notification is necessary for the demolition of a building, bridge or bridge deck regardless of whether asbestos is present. The notification procedures and forms are available from MoDNR. The contractor shall provide copies of all completed and approved forms to the engineer prior to any demolition work.

2.0 Corps of Engineers 404 Permit. The project has been approved for use of the Nationwide Permit 14 from the Corps of Engineers. A copy of the permit is included in the Project Manual and in signing the contract, the contractor obligates himself to follow the provisions of the permit.

3.0 Basis of Payment. All expenses incurred by the Contractor by reason of their compliance with this provision shall be considered as completely covered by each of the appropriate pay items included in the contract.

O. Type 2 Rock Blanket

1.0 Description. This work shall consist of constructing Type 2 Rock Blanket at the location shown on the plans or as directed by the engineer.

2.0 Material. The Rock shall consist of material conforming Section 611 for the requirements for Type 2 Rock Blanket.

3.0 Construction Requirements. The Type 2 Rock Blanket shall be placed to the approximate shape and thickness shown on the plans or as directed by the engineer. The rock shall be dumped on a subgrade of reasonable uniform density and shall be flushed with water before placing the grout to remove fines from the rock surfaces.

4.0 Method of Measurement. Type 2 Rock Blanket will be measured to the nearest cubic yard of material in place.

5.0 Basis of Payment. Placing of Type 2 Rock Blanket will be paid for at the contract unit price per cubic yard. All work required to provide, and place material shall be considered completely covered by the unit price bid for Item No. 611-99.07, "Type 2 Rock Blanket (24" Thick)", per cubic yard.

P. Removal of Improvements

1.0. Description. This work shall consist of the removal and proper disposal of existing improvements within the project limits, including but not limited to:

- Existing Asphalt Pavement
- Existing Signs and Posts
- Existing Guardrail
- Existing Fence
- Existing Trees and Vegetation

The contractor shall ensure all removals are completed in accordance with applicable environmental, safety, and MoDOT standards.

2.0. Basis of Payment. Payment for the above-described work will be considered completely covered by the contract unit price per LUMP SUM for 2022010 "REMOVAL OF IMPROVEMENTS."

Q. Disposal of Asphalt

1.0. Description. Removed asphalt may not be disposed of beyond the edge of shoulder. Any asphalt removed from the existing roadway, including millings, must be disposed of within the proposed roadway width as incorporated into the subgrade or at another site.

R. Performance Graded Asphalt Binder

1.0. Description. The asphalt binder for the asphalt mixes for this project shall be performance graded. The grade shall be PG 64-22 and shall be in compliance with the Section 1015 of the Specifications.

S. Haul Truck Types Prohibited

1.0. Description. End dump trucks consisting of a separate tractor and trailer design shall not be permitted to haul for this project. All other trucks will be evaluated in conjunction with the haul route. The County reserves the right to prohibit the use of any truck or the use of certain roads at any time for the duration of the project.

T. Approval of Asphalt Mix Design

1.0. Description. The asphalt mix design shall be submitted to the County for verification and approval at least 15 days prior to placing any mixture on the project. All applicable portions of Sec. 401.4 shall apply. The contractor shall not begin work until approval of the mix design has been given by the County.

U. Verification of Job Mix Formula

1.0. Description. In accordance with Sec. 401.5 (d), the quantity of asphalt binder introduced into the mixer shall be the quantity specified in the job-mix formula. No changes shall be made to the quantity of asphalt binder without written approval from the engineer. The contractor shall furnish verification of the asphalt binder content in the mixer at any time immediately upon request.

V. Asphalt Cores for Pavement Testing

1.0. Description. The contractor shall perform pavement testing in accordance with Sec. 401.8.4. After samples are taken, the contractor shall restore the surface by no later than the next calendar day with the mixture under production or with a cold patch mixture acceptable to the engineer. Any core holes not restored by the next calendar day will be filled by the County. The contractor will be charged \$500 for each hole filled by the County, and this will be deducted from final payment at contract closeout.

W. Reclaimed Asphalt Shingles (RAS)

1.0. Description. Reclaimed asphalt shingles will be allowed per MoDOT Specifications with the following exception:

No Reclaimed Asphalt Shingles (RAS) shall be included in any Plant Mix Bituminous Pavement (BP-1) mixture used on this project.

X. Clearing and Grubbing

1.0 Description. This work shall consist of clearing, grubbing and removing of all trees, brush, objectionable vegetation within the right-of-way or easement areas that conflicts with the construction of the project or is marked for removal on the plans.

1.1 Trees to be removed shall be hauled off the site and stumps shall be removed completely or ground a minimum of 18" below the surface of the finished grade.

1.2 Some tree removals are noted on the plans but some may be not. The engineer will determine which trees are to be removed.

3.0 Basis of Payment. Any expenses incurred by the contractor by reason of their compliance with this provision shall be considered as completely covered by Item No. 2022010 "Removal of Improvements" per lump sum.

Y. Sign Removal

1.0. Description. The contractor shall use care when removing existing signs and posts to not cause any damage. The contractor shall stockpile the signs and posts in a location as directed by the Engineer. The County will reinstall the signs at a later date.

2.0. Basis of Payment. Payment for the above-described work will be considered completely covered by the contract unit price per LUMP SUM for 2022010 "REMOVAL OF IMPROVEMENTS."

Z. Tack

1.0. Description. On full depth pavements, the bituminous base layer shall be tacked prior to laying the bituminous pavement surface layer. The existing surfaces shall be swept free of all dust, loose material, grease or other foreign material at the time the tack is applied.

2.0 All tacked surfaces shall be overlaid with a bituminous mixture within the same day. At no time shall a tacked surface be left in an unpaved condition overnight.

3.0. Basis of Payment. This work shall be considered incidental to the placement of the asphalt. All costs associated with this work shall be considered completely covered by the pavement bid items.

AA. Transverse Joints (Headers)

1.0 Transverse joints or headers, except at cold-milled butt joints, shall not be allowed in a continuous lane unless prior approval is authorized by the engineer at least two (2) days in advance.

BB. Protection of Adjacent Properties

1.0 Surface water shall be diverted and otherwise prevented from entering or damaging adjacent property as a result of precipitation during construction.

CC. Property Corners And Monumentation

1.0 It shall be the responsibility of the Contractor to protect all property lot corners and land survey corners and accessories. Should it be necessary to disturb any such monument, whether stake, pin, bar, disk, box, or other, the Contractor shall contact the County prior to construction. The County will reference such markers prior to removal and reset them after construction. The Contractor shall allow the County a minimum of 2 working days to reference such markers.

2.0 No direct payment will be made to the contractor for the requirements of this provision.

DD. Required Combination of Projects

1.0. Description. The following projects are in required combination of projects and bids shall be submitted for all projects. In accordance with Sec 102.8, if bids are not submitted for all projects listed below, the bids will be considered irregular.

Job Number(s)

Federal Aid Project No.: BRO-R026(025)

Cole County Project No.: 2023-602-1

1.1 The combination of the total prices of the bids for all projects listed in section 1.0 will be used to determine the low bid. A separate contract will be executed for each project.

2.0 Per Sec 108.1.1, the contractor's organization shall perform work amounting to no less than 30 percent of the original contract price. This requirement shall apply separately to each contract in the required combination.

EE. Stream Gauging Station

1.0. Description. The contractor shall notify Daniel Armstrong and Christopher Drummond at the Central Midwest Water Science Center a minimum of 3 weeks prior to beginning work on the project. Mr. Armstrong and Mr. Drummond will coordinate with the contractor to determine if any removal or modification of the stream gauging station is needed. The contractor is only responsible for contacting Mr. Armstrong and Mr. Drummond; any actual removal or modification of the stream gauging station will be carried out by the Central Midwest Water Science Center's staff. Their contact information is as follows:

Daniel J Armstrong
Supervisory Hydrologist
U.S. Geological Survey
Central Midwest Water Science Center
401 NW Capital Drive
Lee's Summit, MO 64086
Office: 816-554-3489 ext. 202
armstron@usgs.gov

Christopher B. Drummond
Hydrologic Technician
U.S. Geological Survey
Central Midwest Water Science Center
401 NW Capital Drive
Lee's Summit, MO 64086
Office: 816-554-3489 ext. 212
cdrummond@usgs.gov

2.0. Method of measurement. No measurement will be made.

3.0. Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.

FF. Permanent Fence

1.0. Description. This provision describes the replacement and installation of fencing required to restore the adjacent properties to their original working condition.

2.0. Construction Requirements. Wood posts shall be in accordance with Sec. 1050.2. Posts shall be set plumb, true to line and grade. Wood corner, end, brace, and pull posts shall be set in drilled or dug holes and backfilled with soil thoroughly tamped around the post. Steel corner, end, brace, and pull posts and braces shall be set in concrete footings in accordance with Sec. 607.10.3. Steel and wood line posts may be driven in lieu of setting the posts in drilled or dug holes. Posts damaged during installation shall be removed and replaced at the contractor's expense.

2.1. Wood line posts that are to be driven shall be pointed before being treated. If surfaces of treated wood posts have been damaged, or if framing at the site is required, the damaged or resulting untreated surfaces shall be field treated with two coats of commercially available preservative of the same type used for the original treatment. The second coat shall be applied after the first coat is absorbed. Creosote preservative shall be hot when applied.

2.2. Corner post assemblies shall be set at all horizontal angle points greater than 15 degrees in the line of fence. Pull posts assemblies shall be set at all vertical angle points greater than 15 degrees but at no greater than 660-foot intervals.

2.3. Fencing material (barbed wire or other) shall be pulled taut before attaching to any line post.

3.0. Method of measurement. Measurement of permanent fence will be the nearest linear foot.

4.0. Basis of Payment. Payment for the above-described work will be considered completely covered by the contract unit price for 607-99.03 "Permanent Fence."

GG. Construction Requirements

1.0 Description. This provision contains general construction requirements for this project.

2.0 Construction Requirements. The plans and the asbestos and lead inspection report for the existing structure and the geotechnical report for the new structure are included in the contract for informational purposes only.

2.1 In order to assure the least traffic interference, the work shall be scheduled so that the bridge closure is for the absolute minimum amount of time required to complete the work. The bridge shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed bridge is opened to traffic.

2.2 Provisions shall be made to prevent any debris and material from falling into the waterway. If determined necessary by the engineer, any debris and material that falls below the bridge outside the previously specified limits shall be removed as approved by the engineer at the contractor's expense.

2.3 Provisions shall be made to prevent damage to any existing utilities. Any damage sustained to the utilities as a result of the contractor's operations shall be the responsibility of the contractor. All costs of repair and disruption of service shall be as determined by the utility owners and as approved by the engineer.

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.

HH. Acceptance of Precast Concrete Members and Panels LPA 15-01A

1.0 Description. 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.

- a) Certified mill test reports, including results of physical tests on the prestressing strands and reinforcing steel, as required.
- b) Strand tensioning calculations and actual elongations per bed set-up for Prestressed Girders and Panels.
- c) Test reports on concrete cylinder breaks including % air content, slump, and temperature.
- d) Concrete mix design used.
- e) Each precast unit shall be marked as outlined in Section 1026.3.10 & 1029.8 Markings.

1.1 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.

II. Supplemental Revisions JSP-18-01GG

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

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

- Stormwater Compliance Requirements

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

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

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

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

2.1 Duties of the WPCM:

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

- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

4.0 Inspection Reports. Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

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

5.1 Liquidated Damages. If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the

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

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

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

106.9 Buy America Requirements.

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

106.9.1 Buy America Requirements for Iron and Steel.

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

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

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

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

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

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

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

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

106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials. Construction materials means articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

- (a) Non-ferrous metals
- (b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
- (c) Glass (including optic glass)

- (d) Fiber optic cable (including drop cable)
- (e) Optical fiber
- (f) Lumber
- (g) Engineered wood
- (h) Drywall

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

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

106.9.7 Buy America Requirements for Manufactured Products.

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
 - (i) Processed into a specific form and shape; or
 - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

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

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

- Third-Party Test Waiver for Concrete Aggregate

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

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

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

2.2 AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams

for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.

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

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

3.1 The testing facility shall be AASHTO accredited.

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

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

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

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

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

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

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

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

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

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

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

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

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Bartlett & West
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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

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

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

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

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

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

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

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

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

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

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

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

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

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

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

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

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

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

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

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

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

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

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

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

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

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

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

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

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

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

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

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

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

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

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

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

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

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

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

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

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

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

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

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

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

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

FEDERAL AID PROVISIONS

December 1980

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

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

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

Goals

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

Goals for Minority Participation for Each Trade

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

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

These goals are applicable to all of the contractor's construction work (whether or not is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on Its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from project to project

for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
5. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" of the county, route and limits described in the proposal for the work.

July 1986

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation which this contract resulted.
 - b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes;
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and

trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
- i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program).

OPERATING POLICY STATEMENT

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

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

SUPPLEMENTAL REPORTING REQUIREMENTS

- A. The Contractor will keep such records as are necessary to determine compliance with the contractor’s equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.
- C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) “Federal-Aid Highway Construction Contractors Annual EEO Report”, indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

NONDISCRIMINATION IN EMPLOYMENT

July 1990

The following provisions are added by the State to the Required Contract Provisions of Federal-Aid Contracts.

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of \$10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000,

the \$10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds \$10,000.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 026
COLE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$64.96
Boilermaker	\$32.28*
Bricklayer-Stone Mason	\$32.28*
Carpenter	\$54.62
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$32.28*
Plasterer	
Communication Technician	\$61.08
Electrician (Inside Wireman)	\$61.85
Electrician Outside Lineman	\$82.94
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$32.28*
Glazier	\$49.32
Ironworker	\$85.05
Laborer	\$44.70
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$62.12
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$68.28
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$43.73
Plumber	\$73.50
Pipe Fitter	
Roofer	\$55.60
Sheet Metal Worker	\$60.62
Sprinkler Fitter	\$69.41
Truck Driver	\$32.28*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
COLE County

Section 026

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$57.08
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$82.94
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.43
General Laborer	
Skilled Laborer	
Operating Engineer	\$69.38
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$32.28*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

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

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Superseded General Decision Number: MO20240085

State: Missouri

Construction Type: Building

Counties: Callaway, Cole and Osage Counties in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">◆ Executive Order 14026 generally applies to the contract.◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">◆ Executive Order 13658 generally applies to the contract.◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

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

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

1	02/07/2025
2	02/21/2025
3	03/14/2025
4	03/21/2025
5	04/11/2025
6	05/16/2025
7	06/06/2025

ASBE0001-006 10/07/2024

	Rates	Fringes
HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems).....	\$ 37.48	27.36

BRM00015-015 04/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 32.79	20.52

BRM00018-003 07/05/2023

	Rates	Fringes
TILE SETTER.....	\$ 34.09	20.36

CARP1011-003 05/01/2024

	Rates	Fringes
CARPENTER.....	\$ 31.51	22.25

ELEC0257-004 03/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 40.50	23.26

ENGI0513-024 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/ Trackhoe.	\$ 35.76	30.07
Bobcat/Skid Steer/Skid		
Loader.....	\$ 35.76	30.07
Crane.....	\$ 35.76	30.07
Forklift.....	\$ 35.76	30.07
Loader.....	\$ 35.76	30.07
Oiler.....	\$ 35.76	30.07

* ENGI0513-027 05/07/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bulldozer.....	\$ 45.96	30.57

IRON0010-003 04/01/2025

	Rates	Fringes
IRONWORKER.....	\$ 39.00	34.25

LAB00110-007 03/01/2025

	Rates	Fringes
LABORER: Pipelayer.....	\$ 35.73	15.41

LAB00662-002 03/01/2025

	Rates	Fringes
LABORER: Common or General.....	\$ 28.78	16.05

LAB01104-007 03/01/2025

	Rates	Fringes
LABORER: Mason Tender - Cement/Concrete.....	\$ 31.80	14.91

PLAS0518-012 03/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.52	15.88

PLUM0562-019 07/01/2024

	Rates	Fringes
PLUMBER.....	\$ 50.60	30.13

PLUM0562-020 07/01/2024

	Rates	Fringes
PIPEFITTER.....	\$ 48.66	23.54

ROOF0020-026 09/19/2023

	Rates	Fringes
ROOFER.....	\$ 33.60	19.93

SHEE0036-038 07/01/2023

	Rates	Fringes
SHEET METAL WORKER.....	\$ 35.10	21.32

* UAVG-MO-0001 01/01/2025

	Rates	Fringes
LABORER: Mason Tender - Brick...	\$ 34.05	15.73

* UAVG-MO-0002 01/01/2025

	Rates	Fringes
OPERATOR: Roller.....	\$ 39.61	30.15

SUM02020-014 10/10/2023

	Rates	Fringes
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PAINTER.....\$ 24.14 9.67

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

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"



MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

Mike Kehoe
Governor

Kurt U. Schaefer
Director

February 11, 2025

Robby Miles
Bartlett & West Engineers, Inc.
601 Monroe Street, Suite 201
Jefferson City, MO 65101

Re: SHPO Project Number: 006-CO-25 — Tanner Bridge Road Bridge Replacement - BRO-R26(025) – Bridge Spanning the Moreau River on Tanner Bridge Road, Jefferson City, Cole County, Missouri

Dear Robby Miles:

Thank you for submitting information to the State Historic Preservation Office (SHPO) regarding the above-referenced project for review pursuant to Section 106 of the National Historic Preservation Act, P.L. 89-665, as amended (NHPA), and the Advisory Council on Historic Preservation's regulation 36 CFR Part 800, which require identification and evaluation of historic properties.

We have reviewed the information regarding the above-referenced project and have included our comments on the following page(s). Please retain this documentation as evidence of consultation with the Missouri SHPO under Section 106 of the NHPA. SHPO concurrence does not complete the Section 106 process as federal agencies will need to conduct consultation with all interested parties. **Please be advised that, if the current project area or scope of work changes, such as a borrow area being added, or cultural materials are encountered during construction, appropriate information must be provided to this office for further review and comment.**

If you have questions, please contact the SHPO at (573)751-7858 or call/email Charles Horton (573) 526-4591, charles.horton@dnr.mo.gov. If additional information is required, please submit the information via email to MOSection106@dnr.mo.gov.

Sincerely,

STATE HISTORIC PRESERVATION OFFICE

Dawn Scott, Director
Deputy State Historic Preservation Officer

c: Rebecca Rost, FHWA
Rachel Campbell, MoDOT
Sean Stretton, Trileaf Corp.
Austin Ebert, Bartlett & West



February 11, 2025

Robby Miles

Page 2 of 2

SHPO Project Number: 006-CO-25 — Tanner Bridge Road Bridge Replacement - BRO-R26(025)
– Bridge Spanning the Moreau River on Tanner Bridge Road, Jefferson City, Cole County, Missouri

COMMENTS:

We have reviewed the cultural resource assessment report entitled *Cultural Resource Survey of the Tanner Bridge Road Bridge Replacement in Cole County, Missouri – MoDOT Bridge #0780025 (BRO-R26(025))* by Sean Stretton and Jean-Paul Pentecoteau of Trileaf Corporation. Based on this review, it is evident that an adequate survey has been conducted of the project area. After review of the initial submission, the project area has one known historic property present, site 23CO1650, and a low potential for the occurrence of more cultural resources. We concur that Bridge No. 0780025 should be considered **not eligible** for inclusion in the National Register of Historic Places (NRHP). We further concur with your determination of **no historic properties affected** and have no objection to the initiation of project activities.



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT
MISSOURI STATE REGULATORY OFFICE
515 EAST HIGH STREET, #202
JEFFERSON CITY, MISSOURI 65101

February 27, 2025

Regulatory Branch
(NWK-2024-00707)

Mr. Robby Miles
Bartlett & West
601 Monroe Street, Suite 201
Jefferson City, MO 65101

Dear Mr. Miles:

This is in response to your request submitted on behalf of Cole County Public Works. It was received on February 14, 2025. The proposed work concerns the Tanner Bridge Road Bridge No. 0780025 (BRO-R026(025)) over the Moreau River. The project is located in Section 25, Township 44 north, Range 12 west, Cole County, Missouri, Latitude/Longitude: (38.52913, -92.19217).

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). The implementing regulation for this Act is found at 33 CFR 320-332.

We have reviewed the information furnished and have determined that the proposed activity will not involve the discharge of dredged or fill material or impact any potential waters of the United States. Therefore, Department of the Army permit authorization is not required. Other Federal, state and/or local permits may be required, however, and you should verify this yourself.

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: <https://regulatory.ops.usace.army.mil/customer-service-survey/>. You may also call and request a paper copy of the survey which you may complete and return to us by mail.

Ryan Langer, Project Manager, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact Mr. Langer at 816-389-3834 or by email at ryan.w.langer@usace.army.mil. Please reference Permit No. NWK-2024-00707 in all comments and/or inquiries relating to this project. This letter is only being provided to you electronically at: austin.ebert@bartwest.com.

Enclosure

cc
Environmental Protection Agency,
Watershed and Grants 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



United States Department of the Interior



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

In Reply Refer To:

10/22/2024 15:43:05 UTC

Project code: 2024-0113474

Project Name: FHWA-LPA FED TRANS PROJECT; BRO-R026025; COLE CO, REPLACE BRIDGE TANNER BRIDGE RD OVER MOREAU RIVER

Subject: Concurrence verification letter for the 'FHWA-LPA FED TRANS PROJECT; BRO-R026025; COLE CO, REPLACE BRIDGE TANNER BRIDGE RD OVER MOREAU RIVER' project under the amended February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion (dated March 23, 2023) for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (NLEB).

To whom it may concern:

The U.S. Fish and Wildlife Service (Service) has received your request dated October 22, 2024 to verify that the **FHWA-LPA FED TRANS PROJECT; BRO-R026025; COLE CO, REPLACE BRIDGE TANNER BRIDGE RD OVER MOREAU RIVER** (Proposed Action) may rely on the concurrence provided in the amended February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion (dated March 23, 2023) for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (PBO) to satisfy requirements under Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat.884, as amended; 16 U.S.C. 1531 *et seq.*).

Based on the information you provided (Project Description shown below), you have determined that the Proposed Action is within the scope and adheres to the criteria of the PBO, including the adoption of applicable avoidance and minimization measures. **At least one of the qualification interview questions indicated an activity or portion of your project is consistent with a not likely to adversely affect determination therefore, the overall determination for your project is, may affect, and is not likely to adversely affect (NLAA) the endangered Indiana bat (*Myotis sodalis*) and/or the endangered northern long-eared bat (*Myotis septentrionalis*).** Consultation with the Service pursuant to section 7(a)(2) of ESA (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*) is required.

The Service has 14 calendar days to notify the lead Federal action agency or designated non-federal representative if we determine that the Proposed Action does not meet the criteria for a

NLAA determination under the PBO. If we do not notify the lead Federal action agency or designated non-federal representative within that timeframe, you may proceed with the Proposed Action under the terms of the NLAA concurrence provided in the PBO. This verification period allows Service Field Offices to apply local knowledge to implementation of the PBO, as we may identify a small subset of actions having impacts that were unanticipated. In such instances, Service Field Offices may request additional information that is necessary to verify inclusion of the proposed action under the PBO.

For Proposed Actions that include bridge/culvert or structure removal, replacement, and/or maintenance activities: If your initial bridge/culvert or structure assessment documented signs of bat use or occupancy, or an assessment failed to detect Indiana bats and/or NLEBs, yet are later detected prior to, or during construction, please submit the Post Assessment Discovery of Bats at Bridge/Culvert or Structure Form (User Guide Appendix E) to this Service Office within 2 working days of any potential take. In these instances, potential incidental take of Indiana bats and/or NLEBs is covered under the Incidental Take Statement in the 2018 FHWA, FRA, FTA PBO (provided that the take is reported to the Service).

If the Proposed Action is modified, or new information reveals that it may affect the Indiana bat and/or northern long-eared bat in a manner or to an extent not considered in the PBO, further review to conclude the requirements of ESA Section 7(a)(2) may be required.

For Proposed Actions that include bridge/culvert or structure removal, replacement, and/or maintenance activities:

If your initial bridge/culvert or structure assessments failed to detect Indiana bats and/or NLEB use or occupancy, yet bats are later detected prior to, or during construction, please submit the Post Assessment Discovery of Bats at Bridge/Culvert or Structure Form (User Guide Appendix E) to this Service Office within 2 working days of the incident. In these instances, potential incidental take of Indiana bats and/or NLEBs may be exempted provided that the take is reported to the Service.

If the Proposed Action may affect any other federally-listed or proposed species, and/or any designated critical habitat, additional consultation between the lead Federal action agency and this Service Office is required. If the proposed action has the potential to take bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act may also be required. In either of these circumstances, please contact this Service Office.

The following species may occur in your project area and **are not** covered by this determination:

- Gray Bat *Myotis grisescens* Endangered
- Monarch Butterfly *Danaus plexippus* Candidate
- Tricolored Bat *Perimyotis subflavus* Proposed Endangered
- Western Regal Fritillary *Argynnis idalia occidentalis* Proposed Threatened

PROJECT DESCRIPTION

The following project name and description was collected in IPaC as part of the endangered species review process.

NAME

FHWA-LPA FED TRANS PROJECT; BRO-R026025; COLE CO, REPLACE BRIDGE
TANNER BRIDGE RD OVER MOREAU RIVER

DESCRIPTION

Replacement of existing bridge, with new multispan 310' x 28' bridge, and roadway approaches, approximately 1000LF south and 300LF north. Construction is estimated to begin in 2025

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@38.5278357,-92.19321015,14z>



DETERMINATION KEY RESULT

Based on your answers provided, this project(s) may affect, but is not likely to adversely affect the endangered Indiana bat and/or the endangered northern long-eared bat, therefore, consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required. However, also based on your answers provided, this project may rely on the concurrence provided in the amended February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion (dated March 23, 2023) for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat.

QUALIFICATION INTERVIEW

1. Is the project within the range of the Indiana bat^[1]?

[1] See [Indiana bat species profile](#)

Automatically answered

Yes

2. Is the project within the range of the northern long-eared bat^[1]?

[1] See [northern long-eared bat species profile](#)

Automatically answered

No

3. Which Federal Agency is the lead for the action?

A) Federal Highway Administration (FHWA)

4. Are *all* project activities limited to non-construction^[1] activities only? (examples of non-construction activities include: bridge/abandoned structure assessments, surveys, planning and technical studies, property inspections, and property sales)

[1] Construction refers to activities involving ground disturbance, percussive noise, and/or lighting.

No

5. Does the project include *any* activities that are **greater than** 300 feet from existing road/rail surfaces^[1]?

[1] Road surface is defined as the actively used [e.g. motorized vehicles] driving surface and shoulders [may be pavement, gravel, etc.] and rail surface is defined as the edge of the actively used rail ballast.

No

6. Does the project include *any* activities **within** 0.5 miles of a known Indiana bat and/or NLEB hibernaculum^[1]?

[1] For the purpose of this consultation, a hibernaculum is a site, most often a cave or mine, where bats hibernate during the winter (see suitable habitat), but could also include bridges and structures if bats are found to be hibernating there during the winter.

No

7. Is the project located **within** a karst area?

No

8. Is there *any* suitable^[1] summer habitat for Indiana Bat or NLEB **within** the project action area^[2]? (includes any trees suitable for maternity, roosting, foraging, or travelling habitat)

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

[2] The action area is defined as all areas to be affected directly or indirectly by the Federal action and not merely the immediate area involved in the action (50 CFR Section 402.02). Further clarification is provided by the [User's Guide for the Range-wide Programmatic Consultation for Indiana Bat and Northern Long-eared Bat](#).

Yes

9. Will the project remove *any* suitable summer habitat^[1] and/or remove/trim any existing trees **within** suitable summer habitat?

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

Yes

10. Will the project clear more than 20 acres of suitable habitat per 5-mile section of road/rail?

No

11. Have presence/probable absence (P/A) summer surveys^{[1][2]} been conducted^{[3][4]} **within** the suitable habitat located within your project action area?

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

[2] Presence/probable absence summer surveys conducted within the fall swarming/spring emergence home range of a documented Indiana bat hibernaculum (contact local Service Field Office for appropriate distance from hibernacula) that result in a negative finding requires additional consultation with the local Service Field Office to determine if clearing of forested habitat is appropriate and/or if seasonal clearing restrictions are needed to avoid and minimize potential adverse effects on fall swarming and spring emerging Indiana bats.

[3] For projects within the range of either the Indiana bat or NLEB in which suitable habitat is present, and no bat surveys have been conducted, the transportation agency will assume presence of the appropriate species. This assumption of presence should be based upon the presence of suitable habitat and the capability of bats to occupy it because of their mobility.

[4] Negative presence/probable absence survey results obtained using the [summer survey guidance](#) are valid for a minimum of two years from the completion of the survey unless new information (e.g., other nearby surveys) suggest otherwise.

No

12. Does the project include activities **within documented Indiana bat habitat**^{[1][2]}?

[1] Documented roosting or foraging habitat – for the purposes of this consultation, we are considering documented habitat as that where Indiana bats and/or NLEB have actually been captured and tracked using (1) radio telemetry to roosts; (2) radio telemetry triangulation/triangulation to estimate foraging areas; or (3) foraging areas with repeated use documented using acoustics. Documented roosting habitat is also considered as suitable summer habitat within 0.25 miles of documented roosts.)

[2] For the purposes of this key, we are considering documented corridors as that where Indiana bats and/or NLEB have actually been captured and tracked to using (1) radio telemetry; or (2) treed corridors located directly between documented roosting and foraging habitat.

No

13. Will the removal or trimming of habitat or trees occur **within** suitable but **undocumented Indiana bat** roosting/foraging habitat or travel corridors?

Yes

14. What time of year will the removal or trimming of habitat or trees **within** suitable but **undocumented Indiana bat** roosting/foraging habitat or travel corridors occur^[1]?

[1] Coordinate with the local Service Field Office for appropriate dates.

B) During the inactive season

15. Will *any* tree trimming or removal occur **within** 100 feet of existing road/rail surfaces?

Yes

16. Will *any* tree trimming or removal occur **between** 100-300 feet of existing road/rail surfaces?

No

17. Are *all* trees that are being removed clearly demarcated?

Yes

18. Will the removal of habitat or the removal/trimming of trees include installing new or replacing existing **permanent** lighting?

No

19. Does the project include wetland or stream protection activities associated with compensatory wetland mitigation?

No

20. Does the project include slash pile burning?

No

21. Does the project include *any* bridge removal, replacement, and/or maintenance activities (e.g., any bridge repair, retrofit, maintenance, and/or rehabilitation work)?

Yes

22. Is there *any* suitable habitat^[1] for Indiana bat or NLEB **within** 1,000 feet of the bridge? (includes any trees suitable for maternity, roosting, foraging, or travelling habitat)

[1] See the Service's current [summer survey guidance](#) for our current definitions of suitable habitat.

Yes

23. Has a bridge assessment^[1] been conducted **within** the last 24 months^[2] to determine if the bridge is being used by bats?

[1] See [User Guide Appendix D](#) for bridge/structure assessment guidance

[2] Assessments must be completed no more than 2 years prior to conducting any work below the deck surface on all bridges that meet the physical characteristics described in the Programmatic Consultation, regardless of whether assessments have been conducted in the past. Due to the transitory nature of bat use, a negative result in one year does not guarantee that bats will not use that bridge/structure in subsequent years.

Yes

SUBMITTED DOCUMENTS

- *Bridge Pics.pdf* <https://ipac.ecosphere.fws.gov/project/ES22PS4N7JC7RCILGRNI5JHXTY/projectDocuments/151414359>

24. Did the bridge assessment detect *any* signs of Indiana bats and/or NLEBs roosting in/under the bridge (bats, guano, etc.)^[1]?

[1] If bridge assessment detects signs of *any* species of bats, coordination with the local FWS office is needed to identify potential threatened or endangered bat species. Additional studies may be undertaken to try to identify which bat species may be utilizing the bridge prior to allowing *any* work to proceed.

Note: There is a small chance bridge assessments for bat occupancy do not detect bats. Should a small number of bats be observed roosting on a bridge just prior to or during construction, such that take is likely to occur or does occur in the form of harassment, injury or death, the PBO requires the action agency to report the take. Report all unanticipated take within 2 working days of the incident to the USFWS. Construction activities may continue without delay provided the take is reported to the USFWS and is limited to 5 bats per project.

No

25. Will the bridge removal, replacement, and/or maintenance activities include installing new or replacing existing **permanent** lighting?

No

26. Does the project include the removal, replacement, and/or maintenance of *any* structure other than a bridge? (e.g., rest areas, offices, sheds, outbuildings, barns, parking garages, etc.)

No

27. Will the project involve the use of **temporary** lighting *during* the active season?

No

28. Will the project install new or replace existing **permanent** lighting?

No

29. Does the project include percussives or other activities (**not including tree removal/trimming or bridge/structure work**) that will increase noise levels above existing traffic/background levels?

No

30. Are *all* project activities that are **not associated with** habitat removal, tree removal/trimming, bridge and/or structure activities, temporary or permanent lighting, or use of percussives, limited to actions that DO NOT cause any additional stressors to the bat species?

Examples: lining roadways, unlighted signage , rail road crossing signals, signal lighting, and minor road repair such as asphalt fill of potholes, etc.

Yes

31. Will the project raise the road profile **above the tree canopy**?

No

32. Are the project activities that are not associated with habitat removal, tree removal/trimming, bridge and/or structure activities, temporary or permanent lighting, or use of percussives consistent with a No Effect determination in this key?

Automatically answered

Yes, other project activities are limited to actions that DO NOT cause any additional stressors to the bat species as described in the BA/BO

33. Is the habitat removal portion of this project consistent with a Not Likely to Adversely Affect determination in this key?

Automatically answered

Yes, because the tree removal/trimming that occurs outside of the Indiana bat's active season occurs greater than 0.5 miles from the nearest hibernaculum, is less than 100 feet from the existing road/rail surface, includes clear demarcation of the trees that are to be removed, and does not alter documented roosts and/or surrounding summer habitat within 0.25 miles of a documented roost.

34. Is the bridge removal, replacement, or maintenance activities portion of this project consistent with a No Effect determination in this key?

Automatically answered

Yes, because the bridge has been assessed using the criteria documented in the BA and no signs of bats were detected

35. **General AMM 1**

Will the project ensure *all* operators, employees, and contractors working in areas of known or presumed bat habitat are aware of *all* FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable Avoidance and Minimization Measures?

Yes

36. Tree Removal AMM 1

Can *all* phases/aspects of the project (e.g., temporary work areas, alignments) be modified, to the extent practicable, to avoid tree removal^[1] in excess of what is required to implement the project safely?

Note: Tree Removal AMM 1 is a minimization measure, the full implementation of which may not always be practicable. Projects may still be NLAA as long as Tree Removal AMMs 2, 3, and 4 are implemented and LAA as long as Tree Removal AMMs 3, 5, 6, and 7 are implemented.

[1] The word “trees” as used in the AMMs refers to trees that are suitable habitat for each species within their range. See the USFWS’ current summer survey guidance for our latest definitions of suitable habitat.

No

37. Tree Removal AMM 3

Can tree removal be limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits)?

Yes

38. Tree Removal AMM 4

Can the project avoid cutting down/removal of *all* (1) **documented**^[1] Indiana bat or NLEB roosts^[2] (that are still suitable for roosting), (2) trees **within** 0.25 miles of roosts, and (3) documented foraging habitat any time of year?

[1] The word documented means habitat where bats have actually been captured and/or tracked.

[2] Documented roosting or foraging habitat – for the purposes of this consultation, we are considering documented habitat as that where Indiana bats and/or NLEB have actually been captured and tracked using (1) radio telemetry to roosts; (2) radio telemetry biangulation/triangulation to estimate foraging areas; or (3) foraging areas with repeated use documented using acoustics. Documented roosting habitat is also considered as suitable summer habitat within 0.25 miles of documented roosts.)

Yes

PROJECT QUESTIONNAIRE

1. Please describe the proposed bridge work:

The project would replace the existing bridge with a multi-span 310-foot by 28-foot bridge.

2. Please state the timing of all proposed bridge work:

Winter 2024

3. Please enter the date of the bridge assessment:

Summer 2024

4. Have you made a No Effect determination for *all* other species indicated on the FWS IPaC generated species list?

No

5. Have you made a May Affect determination for *any* other species on the FWS IPaC generated species list?

Yes

6. How many acres^[1] of trees are proposed for removal between 0-100 feet of the existing road/rail surface?

[1] If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

1.5

AVOIDANCE AND MINIMIZATION MEASURES (AMMS)

This determination key result includes the commitment to implement the following Avoidance and Minimization Measures (AMMs):

TREE REMOVAL AMM 2

Apply time of year restrictions for tree removal when bats are not likely to be present, or limit tree removal to 10 or fewer trees per project at any time of year within 100 feet of existing road/rail surface and **outside of documented** roosting/foraging habitat or travel corridors; visual emergence survey must be conducted with no bats observed.

TREE REMOVAL AMM 3

Ensure tree removal is limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).

TREE REMOVAL AMM 4

Do not remove **documented** Indiana bat or NLEB roosts that are still suitable for roosting, or trees within 0.25 miles of roosts, or **documented** foraging habitat any time of year.

GENERAL AMM 1

Ensure all operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable AMMs.

DETERMINATION KEY DESCRIPTION: FHWA, FRA, FTA PROGRAMMATIC CONSULTATION FOR TRANSPORTATION PROJECTS AFFECTING NLEB OR INDIANA BAT

This key was last updated in IPaC on October 30, 2023. Keys are subject to periodic revision.

This decision key is intended for projects/activities funded or authorized by the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA), which may require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Endangered Species Act (ESA) for the endangered **Indiana bat** (*Myotis sodalis*) and the endangered **northern long-eared bat** (NLEB) (*Myotis septentrionalis*).

This decision key should only be used to verify project applicability with the Service's [amended February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion \(dated March 23, 2023\) for Transportation Projects](#). The programmatic biological opinion covers limited transportation activities that may affect either bat species, and addresses situations that are both likely and not likely to adversely affect either bat species. This decision key will assist in identifying the effect of a specific project/activity and applicability of the programmatic consultation. The programmatic biological opinion is not intended to cover all types of transportation actions. Activities outside the scope of the programmatic biological opinion, or that may affect ESA-listed species other than the Indiana bat or NLEB, or any designated critical habitat, may require additional ESA Section 7 consultation.

IPAC USER CONTACT INFORMATION

Agency: Missouri Department of Transportation
Name: Cassie Baumgartner
Address: 601 West Main Street
City: Jefferson City
State: MO
Zip: 65101
Email: cassie.baumgartner@modot.mo.gov
Phone: 6517600185

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Highway Administration

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Missouri Department of Conservation

Missouri Department of Conservation's Mission is to protect and manage the forest, fish, and wildlife resources of the state and to facilitate and provide opportunities for all citizens to use, enjoy and learn about these resources.

Natural Heritage Review Level Two Report: State Listed Endangered Species and/or Missouri Species/Natural Communities of Conservation Concern

There are records of state-listed Endangered Species, or Missouri Species or Natural Communities of Conservation Concern within or near the defined Project Area. Please contact Missouri Department of Conservation for further coordination.

Foreword: Thank you for accessing the Missouri Natural Heritage Review Website developed by the Missouri Department of Conservation with assistance from the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, Missouri Department of Transportation and NatureServe. The purpose of this report is to provide information to federal, state and local agencies, organizations, municipalities, corporations, and consultants regarding sensitive fish, wildlife, plants, natural communities, and habitats to assist in planning, designing, and permitting stages of projects.

PROJECT INFORMATION

Project Name and ID Number: Replacement of existing bridge, with new multispans 310' x 28' bridge, and roadway approaches, approximately 1000LF south and 300LF north. #14759

User Project Number: R026025

Project Description: COLE CO, REPLACE BRIDGE #0780025 ON TANNER BRIDGE RD OVER MOREAU RIVER

Project Type: Transportation, Structures and Bridges, Bridge Replacement and/or Removal - on existing alignment (within 12 feet up/down stream), Span

Contact Person: Jada Smith

Contact Information: jada.smith@bartwest.com or 8882006464

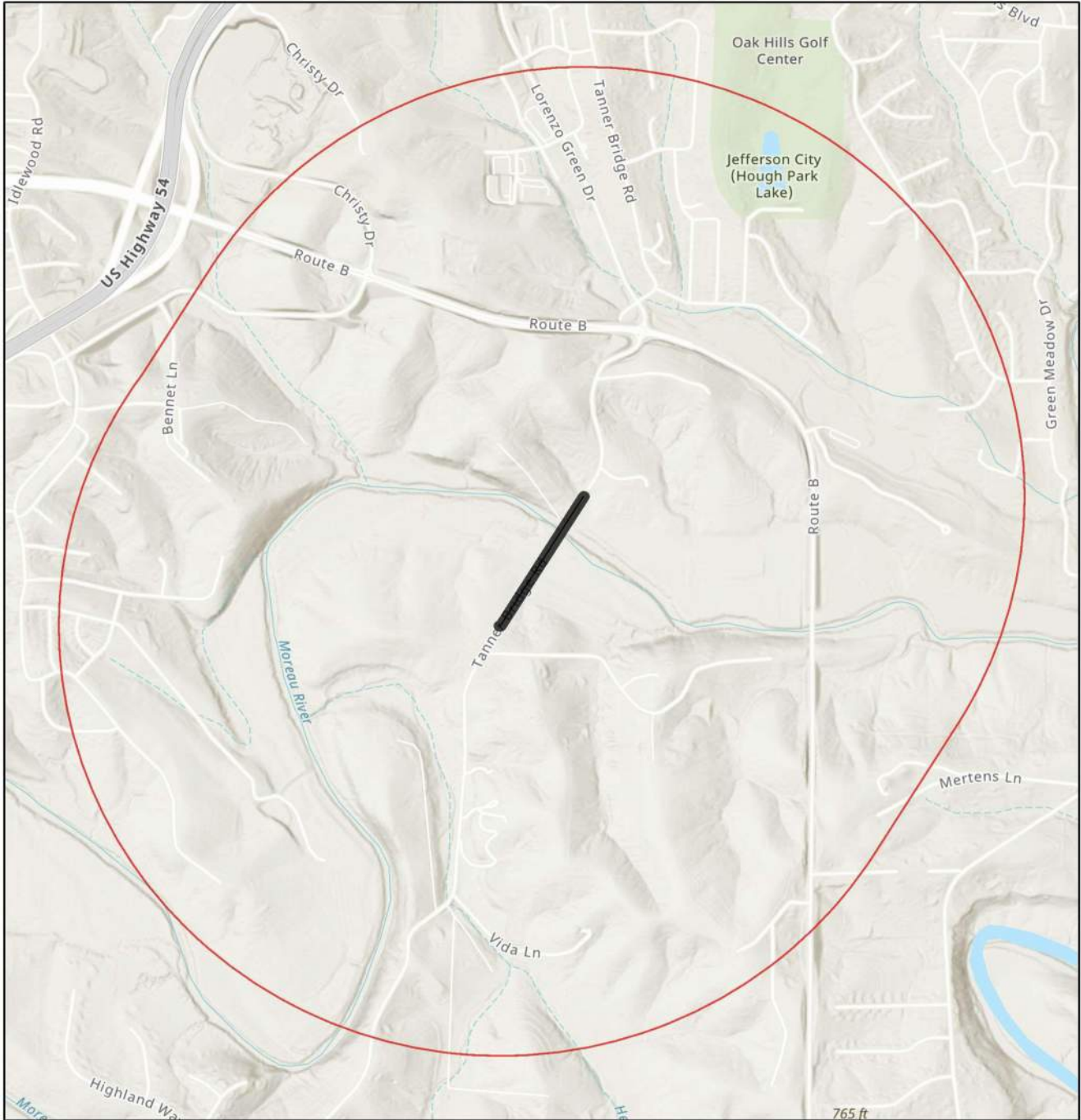
Disclaimer: This NATURAL HERITAGE REVIEW REPORT identifies if a species or natural community tracked by the Natural Heritage Program is known to occur within or near the project area submitted, and shares recommendations to avoid or minimize project impacts to sensitive species or natural habitats. Incorporating information from the Natural Heritage Program into project plans is an important step in reducing impacts to Missouri's sensitive natural resources. If an occurrence record is present, or the proposed project might affect federally listed species, the user must contact the Department of Conservation or U.S. Fish and Wildlife Service for more information.

This Natural Heritage Review Report is not a site clearance letter for the project. Rather, it identifies public lands and records of sensitive resources located close to and/or potentially affected by the proposed project. If project plans or location change, this report may no longer be valid. Because land use conditions change and animals move, the existence of an occurrence record does not mean the species/habitat is still present. Therefore, reports include information about records near but not necessarily on the project site. Lack of an occurrence record does not mean that a sensitive species or natural community is not present on or near the project area. On-site verification is the responsibility of the project. However, the Natural Heritage Program is only one reference that should be used to evaluate potential adverse project impacts and additional information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Reviewing current landscape and habitat information, and species' biological characteristics would additionally ensure that Missouri Species of Conservation Concern are appropriately identified and addressed in planning efforts.

U.S. Fish and Wildlife Service – Endangered Species Act (ESA) Coordination: Lack of a Natural Heritage Program occurrence record for federally listed species in your project area does not mean the species is not present, as the area may never have been surveyed. Presence of a Natural Heritage Program occurrence record does not mean the project will result in negative impacts. This report does not fulfill Endangered Species Act consultation with the U.S. Fish and Wildlife Service (USFWS) for listed species. Direct contact with the USFWS may be necessary to complete consultation and it is required for actions with a federal connection, such as federal funding or a federal permit; direct contact is also required if ESA concurrence is necessary. Visit [IPaC: Home \(fws.gov\)](https://www.fws.gov/ipac) to initiate USFWS Information for Planning and Conservation (IPaC) consultation. Contact the Columbia Missouri Ecological Field Services Office (573-234-2132, or by mail at 101 Park Deville Drive, Suite A, Columbia, MO 65203) for more information.



Transportation Projects: If the project involves the use of Federal Highway Administration transportation funds, these recommendations may not fulfill all contract requirements. Please contact the Missouri Department of Transportation at 573-526-4778 or visit [Home Page | Missouri Department of Transportation \(modot.org\)](https://www.modot.org) for additional information on recommendations.

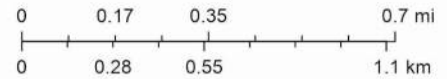
with new multispans 310' x 28' bridge, and roadway approaches, approximately



July 9, 2024

1:20,734

-  Buffered Project Boundary
-  Project Boundary



Missouri Dept. of Conservation, Missouri DNR, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA

Species or Communities of Conservation Concern within the Area:

There are records of state-listed Endangered Species, or Missouri Species or Natural Communities of Conservation Concern within or near the defined Project Area. Please contact the Missouri Department of Conservation for further coordination.

Email (preferred): NaturalHeritageReview@mdc.mo.gov

MDC Natural Heritage Review

Science Branch

P.O. Box 180

Jefferson City, MO

65102-0180

Phone: 573-522-4115 ext. 3182

Other Special Search Results:

The project occurs on or near public land, Jefferson City (Hough Park Lake), please contact MDC.

Project Type Recommendations:

Streams in the area should be protected from soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats. See [Best Management Practices for Construction and Development Projects Affecting Missouri Rivers and Streams \(mo.gov\)](#) for recommendations.

- 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. Conditions provided within the USACE Clean Water Act Section 404 permit, if required ([Kansas City District > Missions > Regulatory Branch > Nation Wide Permits \(army.mil\)](#)), should help minimize impacts to the aquatic organisms within the area.
- Avoid work in the channel from March 15 until June 15, a time when many fish are spawning and eggs need minimal disturbance.

Project Location and/or Species Recommendations:

Endangered Species Act Coordination - If this project has the potential to alter habitat (e.g. tree removal, projects in karst habitat) or cause direct mortality of bats, please coordinate directly with U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 Ext. 100 for Ecological Services) for further coordination under the Endangered Species Act. Indiana bats (*Myotis sodalis*, federal- and state-listed endangered) and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) may occur near the project area. Both of these species of bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in wooded areas, often 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 or Northern long-eared bats, especially from September to April.

Karst: This county has known karst geologic features (e.g., caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are Species of Conservation Concern) are influenced by changes to water quality; please check your project site for any karst features and make every effort to protect groundwater in the project area. Additional information and specific recommendations are available at [Management Recommendations for Construction and Development Projects Affecting Missouri Karst Habitat \(mo.gov\)](https://www.mo.gov/management-recommendations-for-construction-and-development-projects-affecting-missouri-karst-habitat).

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. Please inspect and clean equipment thoroughly before moving between project sites. See [Managing Invasive Species in Your Community | Missouri Department of Conservation \(mo.gov\)](#) for more information.

- 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 (>140° F, typically available at do-it-yourself car wash sites), and dry in the hot sun before using again.

Streams and Wetlands – Clean Water Act Permits: Streams and wetlands in the project area should be protected from activities that degrade habitat conditions. For example, soil erosion, water pollution, placement of fill, dredging, in-stream activities, and riparian corridor removal, can modify or diminish aquatic habitats. Streams and wetlands may be protected under the Clean Water Act and require a permit for any activities that result in fill or other modifications to the site. Conditions provided within the U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 permit ([Kansas City District Regulatory Branch \(army.mil\)](#)) and the Missouri Department of Natural Resources (DNR) issued Clean Water Act Section 401 Water Quality Certification ([Section 401 Water Quality Certification | Missouri Department of Natural Resources \(mo.gov\)](#)), if required, should help minimize impacts to the aquatic organisms and aquatic habitat within the area. Depending on your project type, additional permits may be required by the Missouri Department of Natural Resources, such as permits for stormwater, wastewater treatment facilities, and confined animal feeding operations. Visit [Wastewater Permits | Missouri Department of Natural Resources \(mo.gov\)](#) for more information on DNR permits. Visit both the USACE and DNR for more information on Clean Water Act permitting.

For further coordination with the Missouri Department of Conservation and the U.S. Fish and Wildlife Services, please see the contact information below:

Email (preferred): NaturalHeritageReview@mdc.mo.gov
MDC Natural Heritage Review
Science Branch
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182

U.S. Fish and Wildlife Service
Ecological Service
101 Park Deville Drive
Suite A
Columbia, MO
65203-0007
Phone: 573-234-2132

Miscellaneous Information

FEDERAL Concerns are species/habitats protected under the Federal Endangered Species Act and that have been known near enough to the project site to warrant consideration. For these, project managers must contact the U.S. Fish and Wildlife Service Ecological Services (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132; Fax 573-234-2181) for consultation.

STATE Concerns are species/habitats known to exist near enough to the project site to warrant concern and that are protected under the Wildlife Code of Missouri (RSMo 3 CSR 1 0). "State Endangered Status" is determined by the Missouri Conservation Commission under constitutional authority, with requirements expressed in the Missouri Wildlife Code, rule 3CSR 1 0-4.111. Species tracked by the Natural Heritage Program have a "State Rank" which is a numeric rank of relative rarity. Species tracked by this program and all native Missouri wildlife are protected under rule 3CSR 10-4.110 General Provisions of the Wildlife Code.

See [Missouri Species and Communities of Conservation Concern Checklist \(mo.gov\)](#) for a complete list of species and communities of conservation concern. Detailed information about the animals and some plants mentioned may be accessed at [Mofwis Search Results](#). Please contact the Missouri Department of Conservation to request printed copies of any materials linked in this document.

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FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No.: 2024-4

Date: 10-1-24

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

Cole County	10-1-24	Bartlett & West
Owner or Agent	Date	Builder
5055 Monticello Rd Jefferson City, MO 65109		601 Monroe St Ste 201 Jefferson City, MO 65101
Address		Address
573-636-3614		573-634-3181
Telephone Number		Telephone Number

SITE DATA

1. Location: NW 1/4; SE 1/4; Section 25; Township 44N; Range 12W
Street Address: Tanner Bridge Road
2. Type of Development: Filling Grading Excavation Minimum Improvement
Routine Maintenance Substantial Improvement New Construction Other
3. Description of Development: The Tanner Bridge Road bridge is being replaced due to the deterioration of the current structure. The proposed bridge will be a 3-span 315' long structure. The proposed bridge is also designed with a slight grade which will improve bridge drainage. Bridge approaches are also being adjusted for this grade change which will improve road safety.
4. Premises: Structure Size _____ ft. By _____ ft. Area of Site N/A Sq. Ft.
Principal Use: Roadway Accessory Uses (storage, parking, etc.): N/A
5. Value of Improvement (fair market): \$ N/A Pre-Improvement/Assessed Value of Structure: \$ N/A
6. Is the Property Located in a Designated FLOODWAY? Yes No
IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (1%) FLOOD ELEVATIONS.
7. Is the Property Located in a Designated Floodplain FRINGE or a Floodplain (SFHA) without a Designated FLOODWAY? Yes No
8. Elevation of the 1% Base Flood (ID source) 571 ft (FEMA NFHL) NGVD/NAVD
9. Elevation of the Proposed Development Site Low Chord 577.44 ft NGVD/NAVD
10. Community Ordinance Elevation/Floodproofing Requirement N/A NGVD/NAVD
11. NFIP Flood Insurance Rate Map Panel(s) Number(s) 29051C0139E
12. Other Permits Required?

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

All Provisions of Ordinance Number 10-10-12, the "Floodplain Management Ordinance", shall be in Compliance.

PERMIT APPROVAL/DENIAL

Plans and Specifications Approved/Denied this 1st Day of October, 2024

Mattheuw Prenger <small style="font-size: 8px;">Digitally signed by Mattheuw Prenger Date: 2024.10.01 08:09:12 -0500</small>	Authorizing Official
Mattheuw Prenger, County Engineer Print Name and Title	<u>Eric Landwehr, Director</u> Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED N/A 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 N/A 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.

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FARMLAND CONVERSION IMPACT RATING

PART I (To be completed by Federal Agency)		Date Of Land Evaluation Request 9/12/24			
Name of Project BRO-R026025		Federal Agency Involved FHWA, MoDOT			
Proposed Land Use Bridge Replacement		County and State Cole County, Missouri			
PART II (To be completed by NRCS)		Date Request Received By NRCS 9/13/2024		Person Completing Form: SL	
Does the site contain Prime, Unique, Statewide or Local Important Farmland? <i>(If no, the FPPA does not apply - do not complete additional parts of this form)</i>		YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Acres Irrigated na	Average Farm Size 155 ac.
Major Crop(s) Corn and soybean	Farmable Land In Govt. Jurisdiction Acres: 95.7 % 246,149 ac.	Amount of Farmland As Defined in FPPA Acres: 65.7 % 168,908 ac.			
Name of Land Evaluation System Used LESA	Name of State or Local Site Assessment System na	Date Land Evaluation Returned by NRCS 9/20/2024			
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		0			
B. Total Acres To Be Converted Indirectly		0			
C. Total Acres In Site		6.7			
PART IV (To be completed by NRCS) Land Evaluation Information					
A. Total Acres Prime And Unique Farmland		2			
B. Total Acres Statewide Important or Local Important Farmland		1			
C. Percentage Of Farmland in County Or Local Govt. Unit To Be Converted		0.003			
D. Percentage Of Farmland in Govt. Jurisdiction With Same Or Higher Relative Value		23.9			
PART V (To be completed by NRCS) Land Evaluation Criterion Relative Value of Farmland To Be Converted (Scale of 0 to 100 Points)		86			
PART VI (To be completed by Federal Agency) Site Assessment Criteria <i>(Criteria are explained in 7 CFR 658.5 b. For Corridor project use form NRCS-CPA-106)</i>		Maximum Points	Site A	Site B	Site C
1. Area In Non-urban Use		(15)	12		
2. Perimeter In Non-urban Use		(10)	10		
3. Percent Of Site Being Farmed		(20)	0		
4. Protection Provided By State and Local Government		(20)	0		
5. Distance From Urban Built-up Area		(15)	5		
6. Distance To Urban Support Services		(15)	0		
7. Size Of Present Farm Unit Compared To Average		(10)	0		
8. Creation Of Non-farmable Farmland		(10)	0		
9. Availability Of Farm Support Services		(5)	5		
10. On-Farm Investments		(20)	20		
11. Effects Of Conversion On Farm Support Services		(10)	0		
12. Compatibility With Existing Agricultural Use		(10)	0		
TOTAL SITE ASSESSMENT POINTS		160	52	0	0
PART VII (To be completed by Federal Agency)					
Relative Value Of Farmland (From Part V)		100	86	0	0
Total Site Assessment (From Part VI above or local site assessment)		160	52	0	0
TOTAL POINTS (Total of above 2 lines)		260	138	0	0
Site Selected: Site A		Date Of Selection 9/23/24		Was A Local Site Assessment Used? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
Reason For Selection: Remains along the current alignment of the road which reduces overall impact to surrounding lands.					
Name of Federal agency representative completing this form: Austin Ebert					Date: 9/12/24

STEPS IN THE PROCESSING THE FARMLAND AND CONVERSION IMPACT RATING FORM

- Step 1 - Federal agencies (or Federally funded projects) involved in proposed projects that may convert farmland, as defined in the Farmland Protection Policy Act (FPPA) to nonagricultural uses, will initially complete Parts I and III of the form. For Corridor type projects, the Federal agency shall use form NRCS-CPA-106 in place of form AD-1006. The Land Evaluation and Site Assessment (LESA) process may also be accessed by visiting the FPPA website, <http://fppa.nrcs.usda.gov/lesa/>.
- Step 2 - Originator (Federal Agency) will send one original copy of the form together with appropriate scaled maps indicating location(s) of project site(s), to the Natural Resources Conservation Service (NRCS) local Field Office or USDA Service Center and retain a copy for their files. (NRCS has offices in most counties in the U.S. The USDA Office Information Locator may be found at http://offices.usda.gov/scripts/ndISAPI.dll/oip_public/USA_map, or the offices can usually be found in the Phone Book under U.S. Government, Department of Agriculture. A list of field offices is available from the NRCS State Conservationist and State Office in each State.)
- Step 3 - NRCS will, within 10 working days after receipt of the completed form, make a determination as to whether the site(s) of the proposed project contains prime, unique, statewide or local important farmland. (When a site visit or land evaluation system design is needed, NRCS will respond within 30 working days.
- Step 4 - For sites where farmland covered by the FPPA will be converted by the proposed project, NRCS will complete Parts II, IV and V of the form.
- Step 5 - NRCS will return the original copy of the form to the Federal agency involved in the project, and retain a file copy for NRCS records.
- Step 6 - The Federal agency involved in the proposed project will complete Parts VI and VII of the form and return the form with the final selected site to the servicing NRCS office.
- Step 7 - The Federal agency providing financial or technical assistance to the proposed project will make a determination as to whether the proposed conversion is consistent with the FPPA.

INSTRUCTIONS FOR COMPLETING THE FARMLAND CONVERSION IMPACT RATING FORM

(For Federal Agency)

Part I: When completing the "County and State" questions, list all the local governments that are responsible for local land use controls where site(s) are to be evaluated.

Part III: When completing item B (Total Acres To Be Converted Indirectly), include the following:

1. Acres not being directly converted but that would no longer be capable of being farmed after the conversion, because the conversion would restrict access to them or other major change in the ability to use the land for agriculture.
2. Acres planned to receive services from an infrastructure project as indicated in the project justification (e.g. highways, utilities planned build out capacity) that will cause a direct conversion.

Part VI: Do not complete Part VI using the standard format if a State or Local site assessment is used. With local and NRCS assistance, use the local Land Evaluation and Site Assessment (LESA).

1. Assign the maximum points for each site assessment criterion as shown in § 658.5(b) of CFR. In cases of corridor-type project such as transportation, power line and flood control, criteria #5 and #6 will not apply and will, be weighted zero, however, criterion #8 will be weighed a maximum of 25 points and criterion #11 a maximum of 25 points.
2. Federal agencies may assign relative weights among the 12 site assessment criteria other than those shown on the FPPA rule after submitting individual agency FPPA policy for review and comment to NRCS. In all cases where other weights are assigned, relative adjustments must be made to maintain the maximum total points at 160. For project sites where the total points equal or exceed 160, consider alternative actions, as appropriate, that could reduce adverse impacts (e.g. Alternative Sites, Modifications or Mitigation).

Part VII: In computing the "Total Site Assessment Points" where a State or local site assessment is used and the total maximum number of points is other than 160, convert the site assessment points to a base of 160.

Example: if the Site Assessment maximum is 200 points, and the alternative Site "A" is rated 180 points:

$$\frac{\text{Total points assigned Site A}}{\text{Maximum points possible}} = \frac{180}{200} \times 160 = 144 \text{ points for Site A}$$

For assistance in completing this form or FPPA process, contact the local NRCS Field Office or USDA Service Center.

NRCS employees, consult the FPPA Manual and/or policy for additional instructions to complete the AD-1006 form.

This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 04/18/2025

Completed By: Aaron Stolte

Request for Environmental Review Form#:2024-01-00194

Alternative Project Delivery Method (such as Design/Build)

Project Information

Prefix:	BRO	Project Number:	R026025	Bridge Number:	0780025
District:	Central District	County:		Sponsor:	Mattheuw Prenger
				Sponsor Email:	mprenger@colecot
TIP Number:		Rte/Street:	Tanner Bridge Road		
MoDOT Job Number:	R026025	TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	No
Location/Stream Crossing :	NONE				
TMS Project Description - termini (no stations):	COLE CO, REPLACE BRIDGE #0780025 ON TANNER BRIDGE RD OVER MOREAU RIVER				
Describe RER project improvements in full detail:	Replacement of existing bridge, with new multispan 310' x 28' bridge, and roadway approaches, approximately 1000LF south and 300LF north.				
District Liaison:	Joanie Prenger - 573-751-7399	Contact:	None selected		
Email:	Joanie.Prenger@modot.mo.gov	Email:	austin.johnson@bartwest.com		
Contact:	Joanie Prenger - 573-751-7399	Contact:	None selected		
Email:	Joanie.Prenger@modot.mo.gov	Email:	austin.johnson@bartwest.com		
Date Desired:	02/18/2024	Submit Date:	01/19/2024		
Desired A-Date:	06/28/2024				
Responsible Individual:	Lauren Anderson - (1/15/2024 9:32:33 AM) - 816-282-6339	Submitted By:	Lauren Anderson - (1/19/2024 12:00:00 AM) - 816-282-6339		

Existing Condition

ADT:	unk	Speed Limit:	40
Number of Travel Lanes:	2	Lane Width:	11
Shoulder Width:	1'	Curb and Gutter:	No
Bridge width, measured from gutterline to gutterline:	24'-3"	Sidewalks:	None

Proposed Design Improvement

ADT:	unk	Speed Limit:	0	Design Speed:	40
Number of Travel Lanes:	2	Lane Width:	12	Curb and Gutter:	No
Shoulder Width:	5	Sidewalks:	None		
Bridge width, measured	28				

from gutterline to
gutterline:

Bridge Length: 310

Railroad Crossing: No

Roadway length: 1300

Drainage District (If
Applicable): Central District

Program Year:

Preliminary Engineering: 2024

Construction: 2025

Right of Way: 2024

Has the sponsor
documented that the
project has:

- 1. Independent utility,
- 2. Logical termini, and
- 3. Does not restrict
consideration of
alternatives for other
reasonably foreseeable
transportation
improvements?:

Yes No

Project breakout from
previous or larger
project? *If checked explain:*

Acres - From all sources (e.g. donated from public or private entities):

Additional R/W (acres): 0

**Temp Easement
(acres):** .9

**Permanent Easement
(acres):** .25

ROW may be needed,
but, not yet determined? Yes

Is ANY Federally-owned
land impacted by the
project? Yes No

Land Disturbance:

Will project involve 1 acre
or more: No

Acres of Tree Clearing: .4 acres

DO NOT CLEAR TREES W/O MODOT'S PRIOR WRITTEN APPROVAL.

Number of Displacements(do not include partial takes that do not displace):

Residential: Yes No

Commercial: Yes No

No. of People:

Residences:

No. of Employees:

Businesses:

Any Public Involvement planned or completed:

No public involvement needed.

Average Daily Traffic:

ADT Construction Year: unk

ADT Design Year: unk

Traffic Impacts:

Road Closure Planned: Yes No

Bridge Closure Planned: Yes No

Days/Months Closed: 150

Detour > 25 mi rural (including local roads) Yes No

Detour > 5 mi urban (including local roads, census defined urban) Yes No

Detour Info: Approximate 7 mile detour, traffic will be rerouted to Friendship Road and State Route B.

Bicycle / Pedestrian Consideration

Pedestrian facilities considered: No

Bicycle facilities considered: No

National Flood Insurance Program (NFIP) and Hydraulic Design Data:

Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)

If checked, give details:

Is ANY construction taking place on MoDOT owned property under this project?

Yes No

Is highway improvement located within 4 miles of an existing airport?

Please note that **the LPA** is responsible for obtaining the necessary permits for the project. See the following [Airport Link](#)

Known Concerns: Provide information you have about these resources that you have observed in the area.

Parkland: No parkland is adjacent to this project

Wetland/404 Permit: a 404 permit is expected under a nationwide permit for linear transportation projects

Land Disturbance / Stormwater: Minimal impact expected beyond temporary construction activities.

Farmland: The adjacent property includes open fields, impacted are expected to be minimal.

Threatened & Endangered Species: No known threatened or endangered species at this location. Update 7/9/254: The species list was uploaded. We are planning for a Fall 2025 construction letting. Tree clearing will occur between November 1, 2025 - March 31, 2026. MDC report was uploaded.

Migratory Birds: Are there birds nesting on the structure? Unknown Yes No
Unknown. It is expected that birds are not in the structure and construction will be planned outside of nesting season.

Hazardous Waste: Original Response: Unknown 7/9/24 Update: Asbestos and lead inspection uploaded.

Cultural Resources: No known cultural resources are expected to be impacted as the roadway/bridge are replacing existing structures.

LPA Comments: None 7/9/24 Update: FAA Notice Criteria tool was uploaded. (The project does not exceed notice criteria).

Project Attachments:

****NOTE: If making updates to an attachment, please use a different filename than the original.**

****The combined size of attachments in one upload must be less than 100MB**

Attachments:

- ✖ 2025-02-27 NPRLtr 2024-00707_USACE.pdf
- ✖ 006-CO-25 0797 nhpa - SHPO reply.pdf
- ✖ Tanner Bridge Road Bridge Replacement Cultural Resources Report (Revised).pdf
- ✖ Nov 27 meeting.pdf
- ✖ Daily Agenda 11-27-24.pdf
- ✖ Tanner Bridge Road_Review & Compliance Information Form.pdf
- ✖ Tanner Bridge Road_Cultural Resource Investigation Report Form.pdf
- ✖ Tanner Bridge Road Bridge Replacement Cultural Resource Report.pdf
- ✖ ENGINEERING No-Rise Certificate_signed.pdf
- ✖ Tanner Bridge Floodplain Development Permit - Application - signed.pdf
- ✖ Tanner Bridge AD-1006 form-c.pdf
- ✖ Tree Removal Areas.docx
- ✖ Tree Removal Pics.docx
- ✖ 2024-09-12 Tanner Bridge Rd PlanSet_1-13.pdf
- ✖ iPAC_Species.docx
- ✖ Supporting pictures - Tanner Bridge.pdf
- ✖ MDC - Tanner Bridge.pdf
- ✖ Species List_ Missouri Ecological Services Field Office (tanner bridge).pdf
- ✖ FAA Criteria tool.jpeg
- ✖ 2499-4 Asbestos & Lead Inspection Report.pdf
- ✖ IMG_3925.JPG
- ✖ IMG_3922.JPG
- ✖ IMG_3936.JPG
- ✖ IMG_3931.JPG
- ✖ IMG_3923.JPG

✖ IMG_3921.JPG

✖ BRO-R026(025) - RER
Project Location Map.pdf

Required Information to be attached for each RER stage:

- Location map (county map, topographic map or aerial map) showing the project limits
- plan sheets
- KMZ files showing tree clearing limits and/or plans
- permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)

RER Environmental Screenings

Farmland Impact

Status: Unsubmitted

Status Information: N/A Pending Cleared Clearance Date: 10/08/2024

Environmental Response: UPDATE 10.08.2024: The NRCS responded that the project contains prime farmland or farmland of statewide importance. Completion of the remainder of the form resulted in 138 total points, below the 160-point threshold. Therefore, the project site does not need to be given further consideration for protection and no additional sites need to be evaluated. INITIAL SCREENING: The project is located outside of a designated urbanized area as indicated on the 2020 U.S. Census Bureau Urban Area Reference Map and requires new right of way and/or permanent easements. Therefore, the project is subject to the Farmland Protection Policy Act.

LPA Action: Complete Parts I & III of the attached Farmland Conversion Impact Rating Form and submit it along with the project description and map of the project area, including location of new right of way and/or permanent easements to the appropriate Area Resource Soil Scientist (ARSS) at the Natural Resources Conservation Service (NRCS). See the attached map of NRCS ARSS contacts for each region of the state. If NRCS determines the project site does not contain prime, unique, statewide, or local important farmland, no further action is required. If the NRCS finds that the project site does contain prime or farmland of statewide or local importance, complete Part VI of the AD-1006 form, adding its point total to that of Part IV to achieve a cumulative point total for Part VII. If the cumulative point total does not exceed the 160-point threshold established by NRCS for the protection of farmland, no further action is required. If the cumulative point total exceeds 160 points, at least two alternative sites must be identified and considered for a project. If a suitable alternative site is found for a project and does not impact or has a reduced impact on prime, unique or statewide or local important farmland, the site must be seriously considered for the project. If alternative sites are determined unsuitable for the project, the LPA sponsor must identify why the sites are economically infeasible and/or logistically unreasonable. Once a site is chosen, record the recommended site or alternative site at the bottom of Part VII with justification for the selection. Submit the AD-1006 form to the NRCS for its records. Once the AD-1006 form and process are complete, upload the form to the RER for review by the environmental specialist. Please ensure the file name contains "NRCS" and "AD-1006" to facilitate easy identification.

Attachments:

✖ AD-1006_form.pdf

✖ NRCS Area Resource Soil
Scientists Contacts Map_12-
2022.pdf

Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Holly Cantrell - 10/8/2024 8:55:45 AM

Floodplain/Regulatory Floodway Status: Cleared

Status Information: N/A Pending Cleared Clearance Date: 10/28/2024

Environmental Response: 10/28/2024 UPDATE: A signed floodplain development permit has been uploaded (Application number 2024-4, signed 10/1/2024). A signed No-Rise Certificate was also provided (signed 9/17/2024). This completes the section requirements for the purpose of the RER, all permit requirements should be followed. INITIAL SCREENING: According to the attached FEMA floodplain map, the project is in the 100-year floodplain and the regulatory floodway. Additionally, according to the attached page from FEMA's Community Status Book of National Flood Insurance Program (NFIP) memberships, the city and county are current members in the NFIP and have adopted floodplain management ordinances including floodplain permitting requirements. The RER indicates the project is not within or adjacent to MoDOT ROW.

LPA Action: The city/county must ensure a licensed engineer prepares a no-rise certification and the city/county must issue a floodplain development permit for its project. Upload the no-rise certificate and the approved permit once they are available.

Attachments:

- FEMA NFIP Communities - Cole County.JPG
- FEMA NFIP Communities - Jefferson City.JPG
- FEMA Firmette RER #2024-01-00194.pdf
- 29051C0139E.png

Floodplain/Regulatory Floodway Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Cassie Baumgartner - 10/28/2024 9:06:32 AM

Land Disturbance / Stormwater Status: N/A

Status Information: N/A Possible Issues Noted Clearance Date:

Environmental Response: If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1-acre or more requires a NPDES land disturbance permit from MDNR.

LPA Action: If the project will disturb 1-acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

Attachments:

Land Disturbance / Stormwater Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Cassie Baumgartner - 1/29/2024 11:17:43 AM

FEMA/SEMA Buyout Status: Cleared

Status Information: N/A Pending Cleared Clearance Date: 01/29/2024

Environmental Response: According to the ArcMap GIS FEMA buyout layer, there are no flood buyout properties in the vicinity of the project. The project will not result in development on any FEMA buyout properties.

LPA Action: None.

Attachments:

FEMA/SEMA Buyout Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Cassie Baumgartner - 1/29/2024 11:18:03 AM

Socioeconomic Impact

Status: Cleared

Status Information: N/A Pending Cleared Clearance Date: 12/30/2024

Environmental Response: UPDATE 12/30/24: Minutes from a November 27, 2024 Cole County Commission Meeting were uploaded to RER. One of the agenda items at the Commission Meeting was a public hearing for this project. No public comments were noted in the meeting minutes. This satisfies MoDOT's public involvement requirement for this project. INITIAL SCREENING: The project does not require commercial or residential displacements; however, the project does require new right of way/temporary easements/permanent easements that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The bridge/road will close during construction for approximately 150 days. Homes will not be separated from essential emergency/medical services, places of employment, schools, parks, retail, churches, or other community services as a result of the bridge closure. The proposed project area is beyond the designated urban boundary associated with Jefferson City. The posted official detour length would be 7 miles and would re-route travelers to Friendship Road and Route B. Based on a review of EJSCREEN, no minority (people of color), low-income, or limited English Proficiency (LEP) populations were identified within the project area. There are no significant socioeconomic impacts associated with this project. Impacts will be temporary and limited to traffic disruptions, construction noise, and fugitive dust and emissions in the area of project construction. Public involvement has not yet been planned.

LPAAction: 1. Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. 2. Provide sufficient public notice of construction work and traffic management plans consistent with MoDOT's and local public involvement policies and procedures. 3. Public involvement is required for all MoDOT projects. Provide information on how the public will be notified of the proposed project. Refer to the MoDOT EPG for examples of public involvement activities that would be appropriate for this project. 4. Once the planned public engagement has occurred, please upload documentation of that engagement and include any meeting minutes (if applicable) and any materials presented on this project and the proposed closure and detour route, as well as any sign-in sheets, any comments received, and any responses to those comments.

Attachments:

Socioeconomic Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Aaron Stolte - 12/30/2024 11:59:33 AM

Threatened & Endangered Species

Status: Cleared

Status Information:

No Effect Pending Cleared

Clearance Date:

11/05/2024

Environmental Response: 11/5/2024 UPDATE: The 14-day review period has passed with no further comment from USFWS. T&E clearance date 11/5/2024. 10/22/2024 UDPATE: MoDOT has completed the T&E species review for the Bridge Replacement on Tanner Bridge Rd over Moreau River in Cole County, Missouri [BRO-R026025]. A copy of the effects determination document is attached to the TE section of the RER. The USFWS IPaC lists the following species for the project area: Gray bat, Indiana bat, tricolored bat (proposed endangered), and western regal fritillary (proposed threatened). There are no critical habitats located within the project limits. According to the MDC Natural Heritage Database, there are no known occurrences of state-listed species within 1 mile of the project area. MoDOT has determined that there are no impacts to state-listed species or species of conservation as a result of the project. The project will not impact any known caves, and the existing structure is not being used by bats for roosting. The project will require the removal of approximately 1.5-acres of trees, all within 100-ft of the existing roadway. Based on photos and information provided by the consultant, MoDOT has determined that the trees proposed to be removed are suitable summer roosting habitat for Indiana bats. As the designated non-federal representative of FHWA for USFWS Section 7 ESA requirements, MoDOT has determined the May Affect, but is Not Likely to Adversely Affect the Indiana Bat and Gray Bat. The project will not jeopardize the continued existence of the proposed tricolored bat and western regal fritillary. Project impacts qualify for informal consultation under the existing USFWS/FHWA Programmatic Biological Opinion. A concurrence verification letter was submitted to USFWS on October 22, 2024. USFWS will have 14 days to provide any comments on the project. MoDOT will follow-up at the end of the USFWS comment period to provide the approved concurrence documentation. 10/2/2024 UPDATE: At this time, all requested items have been received. MoDOT will prepare an effects determination memo. MoDOT may reach out with follow up questions throughout this process. 9/16/2024 UPDATE: The consultant uploaded an effects determination for all IPaC-listed species (iPAC_Species.doc) as well as a planset (2024-09-12 Tanner Bridge Rd PlanSet_1-13.pdf) 7/30/2024 UPDATE: Additional photos of the project vicinity were uploaded. The photo document states "Tree clearing will be very limited, and may not even be needed. See below for photos of trees within the project limit." In order to make and Effects Determination, the amount (individual trees/acreage), location (trees show on plans with LOD), and clear photos of individual trees must be provided to MoDOT. 7/16/2024 UPDATE: The consultant uploaded an IPaC species list as well as an MDC Natural Heritage Review initial level 2 report. A winter tree clearing commitment was added to the RER. 1/31/2024 UPDATE: The consultant uploaded additional photos of the underside of the bridge which illustrate unusual staining is not present. INITIAL SCREENING: Impacts to threatened and endangered species must be assessed for this project. The RER indicates tree clearing is anticipated in association with the project. Two photos of the undersides of the bridge were uploaded to the RER for the initial screening. Due to the size of the bridge, additional photos are requested in order to determine if any unusual staining is present.

LPAAction: COMPLETED: 1. Provide the amount and location of tree clearing.. 2. If there will be tree clearing, photograph the trees so that bark characteristics of the main trunk and large branches, along with any cavities, are clearly illustrated. 3. If the project involves bridgework, photograph the undersides of bridges illustrating any bird nests or unusual staining on the substructure or underside of the deck. 4. Access the US Fish and Wildlife Service (USFWS) IPaC online tool at <http://ecos.fws.gov/ipac/> to obtain the official list of species for your county. 5. Access the MO Department of Conservation (MDC) online Natural Heritage Review website at <https://naturalheritagereview.mdc.mo.gov/> and generate a report. Contact MDC if the report indicates to do so. Submit the report, and MDC response, if required, to MoDOT. 6. Provide the time of year for tree clearing. 7. It is the responsibility of the LPA to make a written determination of their project impacts on each species listed from the IPaC. Further, the LPA must assess effects on any MDC listed species (endangered or species of conservation concern). If no effects are anticipated for a particular species, state the reason(s) why. For example: This project does not involve any tree clearing so there will be no effects on summer roosting habitat for listed bat species or this project does not impact any aquatic habitats so there will be no effects on listed fish or mussel species. 8. Submit the full project limits, easements, access, construction date, and ground disturbance information.

Attachments:

✖ [JSP_Tree_Clearing_Bats_June2024.doc](#)

✖ [20241022 NLAA Concurrence Verification FHWABats.pdf](#)

✖ [Informal Consultation - TE - MANLAA BRO-R026025 Bridge Replacement on Tanner Bridge Rd over Moreau River in Cole County, Missouri .pdf](#)

✖ [BRO-R026025_MoDOT-Effects-Determination_Cole-County_Bridge- Replacement-on-Tanner-Bridge-R-dover-Moreau-River_FINAL.pdf](#)

Threatened & Endangered Species Submitted - Mark submitted when this review is ready to be sent to district staff.

► Migratory Birds

Status: Cleared

Status Information: N/A Pending Cleared Clearance Date: 07/30/2024

Environmental Response: 7/30/2024 UPDATE: Based on the documentation submitted by the consultant, there is no evidence of birds nesting under the existing bridge. Therefore, there are no conflicts or concerns regarding the Migratory Bird Treaty Act. INITIAL SCREENING: Swallows and other bird species protected by the Migratory Bird Treaty Act (MBTA) may be nesting under the bridge that will be demolished or impacted during this project. To comply with the MBTA, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

LPA Action: Two photos of the undersides of the bridge were uploaded to the RER for the initial screening. Due to the size of the bridge, additional photos are requested in order to determine if potential migratory bird nests are present.

Attachments:

Migratory Birds Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Cassie Baumgartner - 7/30/2024 2:48:55 PM

► Hazardous Waste Impact

Status: Cleared

Status Information: N/A Pending Cleared Clearance Date: 07/16/2024

Environmental Response: 7/16/2024 UPDATE: The consultant uploaded a Survey for Asbestos & Lead Paint Materials report. The report states "Four bulk samples of suspected ACM were collected." The samples have been sent to a lab for testing. Lead-based paint was present in several samples. INITIAL SCREENING: According to the attached DNR E-START map, there are no Hazardous Substance Investigation and Cleanup Sites and no Regulated Petroleum and Hazardous Substance Storage Tank Facilities in the vicinity of the project area. There are no hazardous waste site concerns based on this information. However, the potential to encounter hazardous wastes from sites unknown to the LPA and MoDOT should always be a consideration. Demolition and renovation/replacement of bridges and/or buildings requires an asbestos inspection by a current DNR-certified asbestos inspector and a lead-based paint inspection by a lead inspector currently licensed by the MO Department of Health and Senior Services.

LPA Action: 7/16/2024 UPDATE: Lead based paint materials cannot be used as clean fill. MoDOT hazardous waste specialists recommend disposing of lead based paint materials in a licensed demolition, solid waste, or hazardous waste landfill. Follow all additional actions as described below. INITIAL: Submit the asbestos report, notification, and demolition notice to DNR within 10 working days. The LPA/consultant is required to submit a request for asbestos and painted concrete inspection to a chemical laboratory. The information needed is outlined in Section 127.8.1.3.1 of the EPG. For demolition inspection, the LPA/consultant is required to notify DNR 10 days in advance of all bridge/building demolitions. It is recommended that Section 202.40.1.1 of the EPG - Notification of Demolition paragraph be included in contract documents to highlight this requirement. Refer to DNR's Asbestos Information page for more guidance: <http://dnr.mo.gov/env/apcp/asbestos/> Refer to DHSS Lead Licensing page for more guidance: <http://health.mo.gov/safety/leadlicensing/> Upload the inspector asbestos certification and lead based paint licensing to the RER. Upload BOTH the asbestos and lead based paint inspection reports to the RER for review by MoDOT. If there is any hydroblasting, grooving, milling or diamond grinding related to the project, residue and associated water must be prevented from being released to waterways or adjacent wetlands. Any hazardous waste sites that are found during project construction will be addressed by the LPA sponsor in accordance with Federal and State Laws and Regulations. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible.

Attachments:

[DNR E-Start RER 2024-01-00194.JPG](#)

Hazardous Waste Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Cassie Baumgartner - 7/16/2024 10:19:29 AM

Wetland Impact (Section 404/401)

Status: Cleared


Status Information: N/A Pending Cleared Clearance Date: 03/04/2025

Environmental Response: 3/4/2025 UPDATE: A response from USACE was uploaded. The response indicates that the project "will not involve the discharge of dredged or fill material or impact any potential waters of the United States. Therefore, Department of the Army permit authorization is not required." This section is cleared. INITIAL SCREENING: According to the attached USFWS National Wetlands Inventory Mapper, there are wetlands and a blue line stream in and around the project area. The bridge associated with the project crosses a blue line stream, Moreau River, which is also identified as a riverine feature by NWI. A forested wetland is identified by NWI southeast of the bridge. A review of Google Earth imagery is consistent with the possible presence of wetlands identified by NWI in the project area. The project may have impacts to wetlands or waters of the U.S.

LPA Action: Although MoDOT staff conducted a desktop review using the USFWS NWI Mapper, the LPA/consultant should conduct and document a field check to determine the presence of wetlands and waters of the U.S. within the project area. If temporary or permanent wetland impacts will result, or if fills will be placed within waters of the U.S, then the project will require submittal to the US Army Corps of Engineers (USACE) for a jurisdictional determination and permit approval. If permanent fill is less than 0.5 acre, the project should qualify for a Nationwide Permit (NWP). Most NWPs are automatically certified for 401 Water Quality Certification. These general water quality conditions as well as USACE Nationwide permit regional conditions, and any other conditions, must be followed during project construction. If a USACE Section 404 permit is required, submit the permit application, MoDOT T&E determinations, and the SHPO letter to the USACE. Upload the permit to the RER once received.

Wetland Permit Information:	404 Permit Number	Permit Submitted	Permit Received
	Permit Expiration	Compliance Certification Sent	Compliance Certification Received

Attachments:

 [NWI RER 2024-01-00194.JPG](#)

Wetland Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Madeline Roess - 3/4/2025 12:04:55 PM

Noise Impact

Status: N/A

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: This is a Type III project and a noise analysis is not required.

LPA Action:

Attachments:

Noise Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Holly Cantrell - 1/30/2024 12:00:02 PM

Cultural Resources Impact (Section 106/Historic 4f)

Status: Cleared

Section 106 Status: Pending Cleared

Section 106 SHPO

Submittal Date:

Clearance Date:

02/11/2025

Project Specific Agreement Document:

N/A PA MOA

Select Programmatic Agreements Used:

First Choice:

-- Select Programmatic Agreement Used --

Second Choice:

-- Select Programmatic Agreement Used --

Third Choice:

-- Select Programmatic Agreement Used --

Built Environment Response:

[Empty text box for Built Environment Response]

Reviewer:

Kory Van Hemert

Review completed for Built Environment

Archaeological Response:

[Empty text box for Archaeological Response]

Reviewer:

Geordon Taylor

Review completed for Archaeology

Environmental Response:

2.19.25 - On February 11, 2025, SHPO concurred with a determination of No Historic Properties Affected (SHPO Project No. 006-CO-25). 1.6.24- MoDOT has completed a review of the draft cultural resources report and associated documentation. Minor revisions are required. 12.23.24- The revised CR report has been downloaded and is under review. 12.10.24-MoDOT has completed a review of the draft cultural resources report and associated documentation. Revisions are required. 11.18.24 -- The CR report and associated documents have been downloaded and are under review. 10.7.24- The project requires a Section 106 Review in consultation with MoDOT, Cole County, and the State Historic Preservation Officer (SHPO) for identifying potential cultural resources that may be impacted by the project. 1.30.24- Additional project detail is needed to determine whether a cultural resources survey is required.

LPA Action:

2.19.25 - Be advised that if changes are made to the project (including but not limited to the addition of new right of way or easements, or the changing of the scope) the project will need to be reevaluated and additional clearances may be required. 1.6.24- Thank you for submitting the revised cultural resources report for MoDOT review. The comments have been addressed and the report is largely acceptable. However, please amend the attached comments before submitting the report to SHPO. Please submit the RCIF, CRIR form, report, and cover letter to SHPO once comments have been completed. The cover letter should state that MoDOT has reviewed and approved the report submission and you are seeking SHPO's concurrence with a finding of no historic properties affected. Upload the SHPO response to the RER system once received. MoDOT will then review the SHPO letter and update this section accordingly. 12.10.24- Please review, revise, and resubmit the report and associated documentation (attached) to MoDOT before submitting to SHPO. Please reply to each comment in the PDF to indicate if/how each was resolved and resubmit the draft with comment replies along with the revised document. 10.7.24- The project would include demolishing the existing bridge (#0780025) and constructing a new 310-foot-long multi-span bridge and roadway approaches over the Moreau River in Cole County, MO. The proposed project anticipates the need of 0.90 acres of temporary easement and 0.2 acres of permanent easement for project implementation. No right-of-way (ROW) take is currently anticipated. Additional ROW may be needed, but it has yet to be determined. Two previously conducted cultural resource surveys incorporate a portion of the proposed project. No cultural resources have been recorded within or immediately adjacent to the proposed project area; however, 25 archaeological sites have been recorded in similar settings within 1 mile of the proposed project. Additionally, the proposed project appears to include undisturbed land within the ROW or easements that may be affected by ground-disturbing construction activities. Some soil series mapped within the proposed project area contain a buried A-horizon and consist of very deep soils derived from silty alluvium along flood plains and flood-plain steps. Soils with the potential for buried A-horizons suggest that any potential cultural resources may not be readily apparent on the surface and may be found in intact deposits on buried and stable landforms; thus, increasing their ability to relay vital research information. Historical maps illustrate a prolonged use of the project area and immediate vicinity. A road with roughly the same

alignment as the current alignment of Tanner Bridge Road is depicted on the 1896 Jefferson City, MO USGS 7.5' Quadrangle topographic map. In addition, several buildings and the Lamkin Cemetery are depicted within or immediately adjacent to the proposed project on the 1939 Jefferson City, MO USGS 7.5' Quadrangle topographic map. Because the proposed project may incorporate undisturbed land, has not been previously surveyed for cultural resources in its entirety, contains soils favorable to preserving cultural materials, and has been utilized historically for a sustained period, the area has a higher potential to discover cultural resources. Therefore, an archaeological pedestrian survey augmented with shovel tests must be completed for the project. Shovel tests should attempt to incorporate undisturbed areas along the outer limits of potential ground disturbance within the proposed project area. Cultural resource contractors should, at a minimum, meet the Secretary of the Interior (SOI) Professional Qualifications Standards for Archaeology. The SOI standards can be found at <https://www.nps.gov/subjects/historicpreservation/upload/standards-guidelines-archeology-historic-preservation.pdf> The cultural resources survey must address the area of potential effects (APE) for the built environment. The APE for the built environment is defined as the project footprint (including existing and proposed ROW and easements) plus a 100-foot buffer around any areas of new ROW or new permanent easement and around any temporary construction easements associated with sidewalk construction or demolition. The cultural resources survey should provide photographs, descriptions, and National Register of Historic Places (NRHP) evaluations of any built environment resources (buildings or structures 45 years of age or older) located in the APE for the built environment. If such resources are located, please include all resources located on the associated parcel in the assessment. Resources less than 45 years old within the APE should be noted but do not need to be assessed. An assessment of effects must be provided for any resource that is listed or recommended eligible for listing in the NRHP. The report should include photographs of the subject bridge and the eligibility recommendation for the bridge (attached). Please submit a copy of the cultural resource survey report to MoDOT for review before submission to SHPO. The Review and Compliance Information Form and Cultural Resource Investigation Report Form must accompany every submission. Please provide drafts of these forms to MoDOT prior to submission to SHPO. These forms and instructions are available here <https://mostateparks.com/page/84261/section-106-review>. Please update the RCI Form you submitted based on the survey findings and be sure to include all required attachments. A list of Historic Preservation consultants included on MoDOT's LPA Consultant On-Call List can be found here: <https://www.modot.org/2020-2023-lpa-consultant-call-list>. 1.30.24- Please provide a detailed project description and project plan sheets showing the limits of construction and any proposed right-of-way and/or easements.

Attachments:


[modotgov.sharepoint.com_sites_resRERDocs_16989-Tanner-Bridge-Road-Bridge-Replacement-Cultural-Resources-Report-Revised-_MoDOT comments.pdf](#)

Adverse Effect or Conditional No Adverse Effect

Based on the review of the project location and description noted above, there are no identified historic 4(f) resources affected that would preclude the setting of an A-date.

Checked by:

Kory Van Hemert

on 02/19/2025

NA

Approved on:

Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kory van Hemert - 2/19/2025 8:43:18 AM

Public Land Impact (Section 4f/6f)

Status: N/A

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: According to Google Earth imagery, there are no Section 4(f) or Section 6(f) resources in the vicinity of the project area. The project will not result in a use to any Section 4(f) properties, nor will it result in a conversion of any Section 6(f) lands.

LPA Action:

Attachments:

Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: Holly Cantrell

on 01/30/2024

Public Land Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Holly Cantrell - 1/30/2024 12:01:37 PM

Other

Status: Cleared

Status Information: N/A Pending Cleared Clearance Date: 07/18/2024

Environmental Response: UPDATE 7/18/24: According to the FAA Notice Criteria Tool results uploaded to RER, the project does not exceed the Notice Criteria. INITIAL SCREENING: The project is within 4 miles of the Charles E Still Hospital Heliport.

LPA Action: Access FAA's Notice Criteria Tool at: https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp? action=showNoNoticeRequiredToolForm After entering improvement information into the FAA tool, filing information will be determined with one of two outcomes: (1) the improvement will need to be filed with the FAA, or (2) the improvement does not meet the FAA's filing requirement and no further action is required. Upload all documentation to the RER. This section does not have to be complete to obtain a NEPA date or A-date but must be completed before the environmental specialist issues All Environmental Issues Cleared. (COMPLETE)

Attachments:

Other Screening Submitted - Mark submitted when this review is ready to be sent to district staff. Last Updated: Aaron Stolte - 7/18/2024 4:05:33 PM

NEPA Classification

Status: Cleared

NEPA Right-Of-Way Permission: Not Applicable as determined or approved by: KYLE.GRAYSON@MODOT.MO.GOV

NEPA Approval/Proceed to A-date Request: 02/20/2025 Re-evaluation Date:

NEPA Classification: PCE

This project qualifies for the programmatic categorical exclusion under Item#: 28 All Environmental Issues Cleared: 03/04/2025

Commitments and/or Comments to Sponsor: UPDATE 3/4/25: If there are any changes in the scope of the project, MoDOT's Environmental section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws. PCE approved for A-Date request and for All Environmental Issues Cleared as of 3/4/25. THE LPA/CONSULTANT SHOULD REVIEW ALL SECTIONS ABOVE INCLUDING THOSE MARKED AS CLEARED/GREEN. If there are any changes in the scope of the project, MoDOT's Environmental section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws. PCE approved for A-Date request as of 2/20/2025. All environmental issues cleared date will be provided once all sections are cleared. THE LPA/CONSULTANT SHOULD REVIEW ALL SECTIONS ABOVE INCLUDING THOSE MARKED AS CLEARED/GREEN

Attachments:

[✖RE_Concurrence Request_RER#2024-01-00194, CD, R026025, Tanner Bridge Road,COLE_MoDOT Concurrence.eml](#)

Last Submitted: 04/18/2025 by Aaron Stolte

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Bartlett & West
Driving Community and Industry Forward, Together.



ENVIRONMENTAL & DEMOLITION CONTRACTORS

P.O. Box 105287, Jefferson City, MO 65110-5287
573.896.0222 ■ www.arsi-mo.com


Service-Disabled Veteran Enterprise (SDVE)

February 14, 2024

Bartlett & West
% Austin Johnson
1719 Southridge Dr # 100
Jefferson City, MO 65109

RE: Survey for Asbestos Containing & Lead Paint Materials, Bridge over Moreau River, Tanner Bridge Rd. Cole County, Missouri. ARSI Job #2499-4.


Austin:

At your request, ARSI conducted an asbestos survey of the Bridge over The Moreau River located on Tanner Bridge Rd. Cole County, MO to identify asbestos (ACM) prior to its demolition or renovations by others. The inspection was performed to comply with the EPA and MDNR NESHAP regulations which require a "thorough" asbestos inspection prior to renovation or demolition and conducted by an accredited inspector. William Allen  MDNR Asbestos Inspector #7136031523MOIR11067 performed the inspections.

Four (04) bulk samples (which were separated into four (4) distinct components) of suspected ACM were collected. All the samples were sent to SanAir Technologies Laboratory, Powhatan, Virginia, an independent NVLAP-accredited laboratory, for analysis by polarized light microscopy.

Sample Number	Description	Category	Condition	Quantities
167	Expansion Joint Material Typical on Southwest Wing Wall	Category I Non-friable	Good	TBD
168	Expansion Joint Material Typical on Bridge Abutment	Category I Non-friable	Good	TBD

All the other samples tested either negative for asbestos, or less than 1% asbestos, which is below the EPA/DNR regulatory threshold/definition of an asbestos-containing material.

In addition to the asbestos inspection, ARSI conducted a lead paint (LBP) inspection prior to its demolition or renovations by others. The inspection was performed by William Allen  MDHSS Lead Inspector #231018-300006672.

Four (4) samples of suspect paint chips were collected. All the samples were sent to San Air Technologies Laboratory, Powhatan VA, an independent EELAP-accredited laboratory, for analysis by total concentration for lead. Lead was present in Samples #11, #12, #13, & #14, which was above the threshold of 0.5% by weight, which is the definition of a lead-based paint.

Sample Number	Material Description / Location	Sample Result
11	Paint on Vertical Side Rail Post	17.12 % By Weight
12	Paint on East Side Horizontal Guard Rail	21.85 % By Weight
13	Paint on West Side Horizontal Guard Rail	16.16 % By Weight
14	Paint on Bridge Girder Below Concrete Deck	16.55% By Weight

Enclosed with this document are copies of the MDNR certification of inspector performing the inspection. Additional information regarding DNR and EPA asbestos regulations can be found at the following website: www.dnr.mo.gov/pubs/pubs2157.pdf.

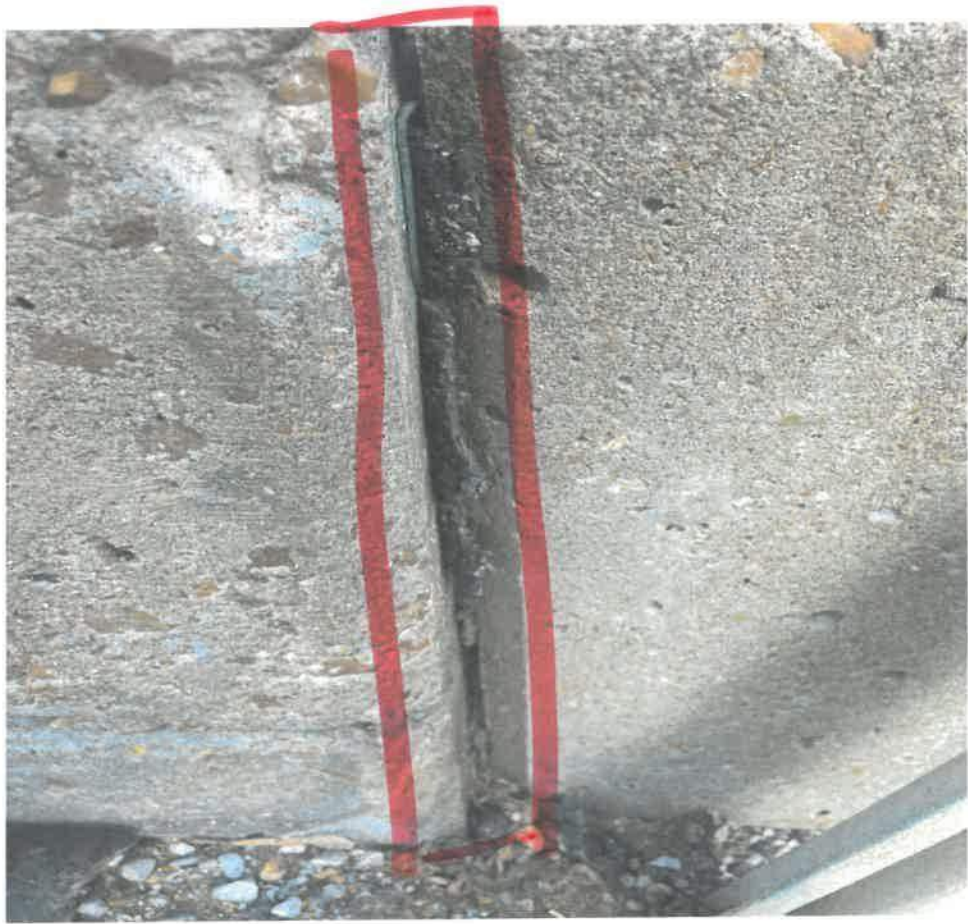
Thank you for the opportunity of serving you in this capacity. If you have any questions concerning this information don't hesitate to contact me.

Sincerely,

ARSI Inc.



William Allen
Operations Manager
MDNR Asbestos Inspector #7136031523MOIR11067
MDHSS Lead Inspector #231018-300006672.
ARSI MO Lead Contractor #190319-4575





MISSOURI
DEPARTMENT OF
NATURAL RESOURCES

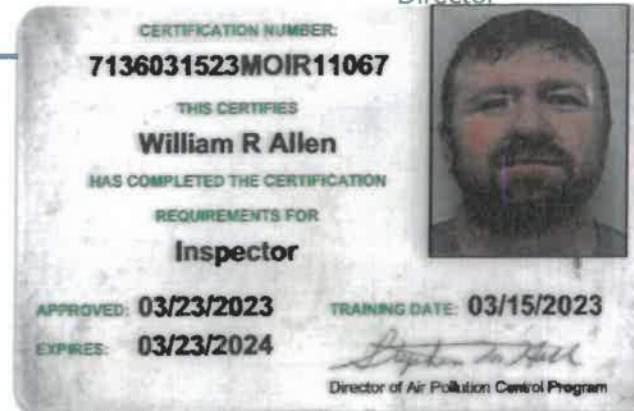
Michael L. Parson
Governor

Dru Buntin
Director

March 23, 2023

William R Allen
3704 Christian Ridge
Jefferson City, MO 65101

RE: Missouri Asbestos Occupation Certification Card



Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit :
Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7136031523MOIR11067
Course Training Date: March 15, 2023
Missouri Certification Approval Date: March 23, 2023
Missouri Certification Expiration Date: March 23, 2024

Note:

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
 - Sections 643.225 to 643.250, RSMo;
 - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
 - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements*.
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
- In order to be eligible to renew your certification, you must successfully complete a refresher course with a Missouri-accredited training provider within 12 months of the expiration date of your current training certificate. If you exceed this grace period, you will be required to retake a Missouri-accredited initial course in order to be eligible for Missouri certification.

To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/cnv/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

AIR POLLUTION CONTROL PROGRAM

Director of Air Pollution Control Program



STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

LEAD OCCUPATION LICENSE REGISTRATION

Issued to:

William R. Allen

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

Lead Inspector
Category of License

Issuance Date: **10/18/2023**
Expiration Date: **10/18/2025**
License Number: **231018-300006672**

Paula F. Nickelson

Paula F. Nickelson
Acting Director
Department of Health and Senior Services

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

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

Lead Abatement Contractor License

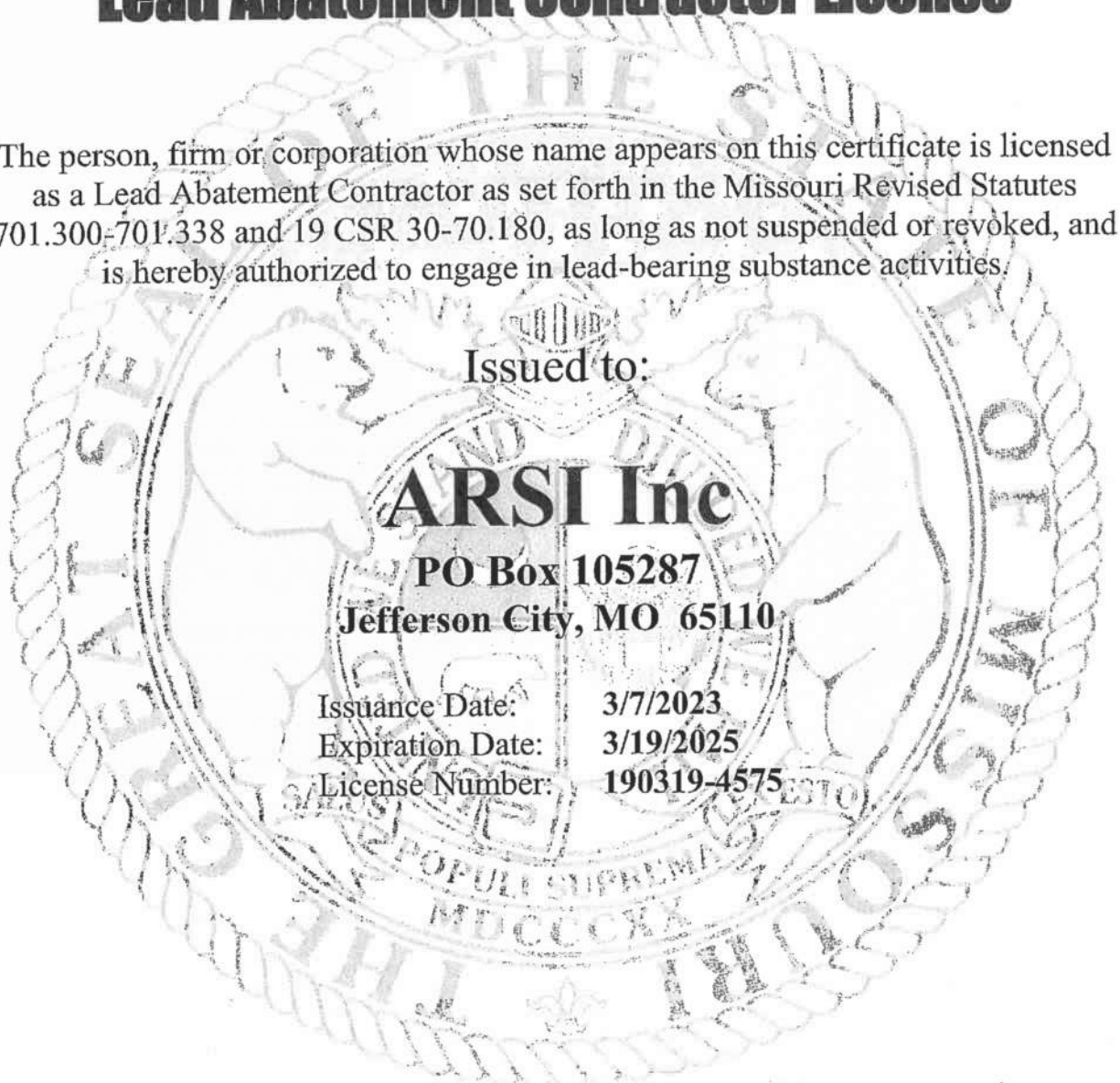
The person, firm or corporation whose name appears on this certificate is licensed as a Lead Abatement Contractor as set forth in the Missouri Revised Statutes 701.300-701.338 and 19 CSR 30-70.180, as long as not suspended or revoked, and is hereby authorized to engage in lead-bearing substance activities.

Issued to:

ARSI Inc

PO Box 105287
Jefferson City, MO 65110

Issuance Date: 3/7/2023
Expiration Date: 3/19/2025
License Number: 190319-4575

The seal of the State of Missouri is a large, circular emblem with a rope-like border. It features two figures, a Native American and a European, holding hands. The text "THE GREAT SEAL OF THE STATE OF MISSOURI" is inscribed around the border. In the center, there is a shield with a plow and a sheaf of wheat, and the motto "1820" is visible.

Paula F. Nickelson

Paula F. Nickelson
Acting Director
Department of Health and Senior Services

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



The Identification Specialists

Analysis Report
prepared for
ARSI, Inc.

Report Date: 2/12/2024

Project Name: Moreau River Bridge - Tanner Bridge Rd.

Project #: 2499-4

SanAir ID#: 24008156



NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number
24008156
FINAL REPORT
2/12/2024 1:43:52 PM

Name: ARSI, Inc.
Address: PO Box 105287
Jefferson City, MO 65110
Phone: 573-896-0222

Project Number: 2499-4
P.O. Number: 117
Project Name: Moreau River Bridge - Tanner Bridge Rd.
Collected Date: 2/8/2024
Received Date: 2/9/2024 10:40:00 AM

Dear William Allen,

We at SanAir would like to thank you for the work you recently submitted. The 4 sample(s) were received on Friday, February 09, 2024 via UPS. The final report(s) is enclosed for the following sample(s): 165, 166, 167, 168.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino". The signature is written in a cursive, flowing style.

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 4 samples in Good condition.



SanAir ID Number

24008156

FINAL REPORT

2/12/2024 1:43:52 PM

Name: ARSI, Inc.
Address: PO Box 105287
Jefferson City, MO 65110
Phone: 573-896-0222

Project Number: 2499-4
P.O. Number: 117
Project Name: Moreau River Bridge - Tanner Bridge Rd.
Collected Date: 2/8/2024
Received Date: 2/9/2024 10:40:00 AM

Analyst: Sanchez, Meivis

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components		Asbestos Fibers
		% Fibrous	% Non-fibrous	
165 / 24008156-001 Expansion Joint Material In Curb	Brown Fibrous Homogeneous	65% Cellulose	35% Other	None Detected
166 / 24008156-002 Expansion Joint Material - Northeast Wing Wall	Brown Fibrous Homogeneous	65% Cellulose	35% Other	None Detected
167 / 24008156-003 Expansion Joint Material - Southwest Wing Wall	Black Non-Fibrous Homogeneous		95% Other	5% Chrysotile
168 / 24008156-004 Expansion Joint Material - Abutment	Black Non-Fibrous Homogeneous		98% Other	2% Chrysotile

Analyst:

Meivis Sanchez

Approved Signatory:

Sandra Sobieraj

Analysis Date:

2/12/2024

Date:

2/12/2024

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. This report and any information contained within shall not be edited, altered, or modified in any way by any persons or agencies receiving, viewing, distributing, or otherwise possessing a copy of this final report. The laboratory reserves the right to perform amendments to any finalized report, of which shall supersede and make obsolete any previous editions. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on the SanAir client portal website, electronic or conventional mail, or by any other means. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client on the COC. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute nor shall not be used by the client to claim product, process, system, or person certification, approval, or endorsement by NVLAP, NIST, NELAC, AIHA LAP, LLC or any other U.S. governmental agencies and may not be accredited by every local, state, and federal regulatory agencies. Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Accreditations

National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 200870-0
City of Philadelphia Department of Public Health Air Management Services, Certification#ALL-460
Commonwealth of Pennsylvania Department of Environmental Protection Number 68-05397
California State Environmental Laboratory Accreditation Program Certificate Number 2915
Colorado Department of Public Health and Environment Registration Number AL-23143
Connecticut Department of Public Health Environmental Laboratory Registration Number PH-0105
Massachusetts Department of Labor Standards Asbestos Analytical Services License Number:
AA000222
State of Maine Department of Environmental Protection License Number: LB-0075, LA-0084
New York State Department of Health Laboratory ID: 11983
State of Rhode Island Department of Health Certification No.: PCM00126, PLM00126, TEM00126
Texas Department of State Health Services License Number: 300440
Commonwealth of Virginia Department of Professional and Occupational Regulation Number:
3333000323
State of Washington Department of Ecology Laboratory ID: C989
State of West Virginia Bureau for Public Health Analytical Laboratory Number: LT000616
Vermont Department of Health License Number: Asb-Co-An-000006
Louisiana Department of Environmental Quality AI Number 212253, Certificate #05088



1551 Oakbridge Dr. STE B
 Powhatan, VA 23139
 804.897.1177 / 888.895.1177
 Fax 804.897.0070
 sanair.com

**Asbestos
 Chain of Custody**
 Form 140, Rev 1, 1/20/2017

SanAir ID Number
 24008156

Company: ARSI, Inc.	Project #: 2499-4	Collect by: William Allen
Address: PO Box 105287	Project Name: Moreau River Bridge - Tanner Bridge Rd.	Phone #: 573-896-0222
City, St., Zip: Jefferson City, MO 65110	Date Collected: 02-08-2024	Fax #: 573-896-9389
State of Collection: MO Account#: 3617	P.O. Number: 117	Email: rustyallen@arsi-mo.com

Bulk		Air		Soil	
ABB	PLM EPA 600/R-93/116 <input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400 <input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.) <input type="checkbox"/>
	Positive Stop <input type="checkbox"/>	ABA-2	OSHA w/ TWA* <input type="checkbox"/>	Vermiculite & Soil	
ABEPA	PLM EPA 400 Point Count <input type="checkbox"/>	ABTEM	TEM AHERA <input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%) <input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count <input type="checkbox"/>	ABATN	TEM NIOSH 7402 <input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%) <input type="checkbox"/>
ABBEN	PLM EPA NOB** <input type="checkbox"/>	ABT2	TEM Level II <input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%) <input type="checkbox"/>
ABBCH	TEM Chatfield** <input type="checkbox"/>	Other:	<input type="checkbox"/>	Dust	
ABBTM	TEM EPA NOB** <input type="checkbox"/>	New York ELAP		ABWA	TEM Wipe ASTM D-6480 <input type="checkbox"/>
ABQ	PLM Qualitative <input type="checkbox"/>	PLM NY	PLM EPA 600/M4-82-020 <input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755 <input type="checkbox"/>
** Available on 24-hr. to 5-day TAT		ABEPA2	NY ELAP 198.1 <input type="checkbox"/>	Matrix	Other <input type="checkbox"/>
Water		ABENY	NY ELAP 198.6 PLM NOB <input type="checkbox"/>		
ABHE	EPA 100.2 <input type="checkbox"/>	ABBNY	NY ELAP 198.4 TEM NOB <input type="checkbox"/>		

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input type="checkbox"/>	24 HR <input checked="" type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions Point Count of EPA NOB any samples less than 1% or without a trace. Contact the office for any questions.

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start - Stop Time*
165	Expansion Joint Material in curb				
166	brown expansion joint material - Northeast Wing Wall				
167	black expansion joint material - Southwest Wing Wall				
168	Expansion joint material - Abutment				

Relinquished by	Date	Time	Received by	Date	Time
W. Allen	02-08-2024	2:05pm	EPR	2/9/24	10:40 a.m.
<i>W</i>					

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST Friday will begin at 8 am Monday morning. Weekend or holiday work must be scheduled ahead of time and is charged for rush turnaround time. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.



The Identification Specialists

Analysis Report
prepared for
ARSI, Inc.

Report Date: 2/13/2024

Project Name: Bridge Over Moreau River- Tanner Bridge Rd

Project #: 2499-4

SanAir ID#: 24008182



10501 Trade Court | North Chesterfield, Virginia 23236

888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com



SanAir ID Number

24008182

FINAL REPORT

2/13/2024 4:47:46 PM

Name: ARSI, Inc.
Address: PO Box 105287
Jefferson City, MO 65110
Phone: 573-896-0222

Project Number: 2499-4
P.O. Number: 117
Project Name: Bridge Over Moreau River- Tanner Bridge Rd
Collected Date: 2/8/2024
Received Date: 2/9/2024 10:40:00 AM

Dear William Allen,

We at SanAir would like to thank you for the work you recently submitted. The 4 sample(s) were received on Friday, February 09, 2024 via UPS. The final report(s) is enclosed for the following sample(s): 11, 12, 13, 14.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Abisola Kasali".

Abisola Kasali
Metals Laboratory Director
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis on Test Family AA
- Disclaimers and Additional Information

Sample conditions:

- 4 samples in Good condition.



SanAir ID Number
24008182
 FINAL REPORT
 2/13/2024 4:47:46 PM

Name: ARSI, Inc.
Address: PO Box 105287
 Jefferson City, MO 65110
Phone: 573-896-0222

Project Number: 2499-4
P.O. Number: 117
Project Name: Bridge Over Moreau River- Tanner Bridge Rd
Collected Date: 2/8/2024
Received Date: 2/9/2024 10:40:00 AM

Analyst: Rivera, Shirley
 Test Method: SW846/M3050B/7000B

Lead Paint Analysis

PAINT Sample	Description	µg Pb In Sample	Sample Size (grams)	Calculated RL	Sample Results	Sample Results
24008182 - 1	11 Paint On Vertical Side Rail Post	20860	0.1218	82.1	171200 µg/g (ppm)	17.120 % By Weight
24008182 - 2	12 Paint On East Guard Rail	25240	0.1155	86.6	218500 µg/g (ppm)	21.850 % By Weight
24008182 - 3	13 Paint On West Guard Rail	17810	0.1102	90.7	161600 µg/g (ppm)	16.160 % By Weight
24008182 - 4	14 Paint On Bridge Girder Below Deck	19200	0.116	86.2	165500 µg/g (ppm)	16.550 % By Weight

Method Reporting Limit <10 µg/0.1 g paint
 All samples contained substrate.

Signature: *Shirley Rivera*

Date: 2/12/2024

Reviewed: *Abisa Olanbi*

Date: 2/13/2024

Disclaimer

SanAir Technologies Laboratory, Inc. participates in the Environmental Lead Accreditation Program (ELAP) administered by AIHA LAP, LLC (Laboratory ID LAP-162952). Refer to our accreditation certificate and scope on our website or www.aihaaccreditedlabs.org for an up to date list of the Fields of Testing for which we are accredited. SanAir also participates in the State of New York's DOH-ELAP (Lab Id 11983), and has met the EPA's NLLAP program standards. This report does not constitute nor shall be used by the client to claim product, process, system, or person certification, approval, or endorsement by AIHA LAP, LLC, NELAC, NIST, and/or any other U.S. governmental agencies; and test results in this report may not be accredited by every local, state or federal regulatory agency.

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the chain of custody. Neither results nor reports will be discussed with or released to any third party without our client's written permission. Final reports cannot be reproduced, except in full, without written authorization from SanAir Technologies Laboratory, Inc. This report and any information contained within shall not be edited, altered, or modified in any way by any persons or agencies receiving, viewing, distributing, or otherwise possessing a copy of this final report. The laboratory reserves the right to perform amendments to any finalized report, of which shall supersede and make obsolete any previous editions. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on the SanAir client portal website, electronic or conventional mail, or by any other means. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results of the analysis is dependent upon the method of sample procurement and information provided by the client on the COC. SanAir is not responsible for the method of sample procurement. SanAir assumes no responsibility for information provided by the client on the COC such as project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. SanAir Technologies Laboratory, Inc only assures the precision and accuracy of the data it generates and assumes no responsibility for errors or biasing that occur during collection prior to SanAir's receipt of the sample(s). Evaluation reports are based solely on the sample(s) in the condition in which they arrived at the laboratory and on the information provided by the client on the COC. Sample(s) were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. SanAir's Method Detection Limits (MDL) and Reporting Limits (RL) have been derived using various materials meeting each accrediting agencies' standards. All quality control results are acceptable unless otherwise noted. SanAir does not make contamination corrections to reports based upon analysis of laboratory and/or field blanks. All samples are disposed of after 90 days unless otherwise requested by the client. For Lead Exposure Limits, refer to HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards and State and Federal Regulations, where applicable. For Lead Exposure Limits in Air, refer to EPA National Ambient Air Quality Standards, OSHA Action Levels & Permissible Exposure Limits (General Industry & Construction), and relative state or federal requirements where applicable.

AIHA LAP, LLC Lab ID: LAP-162952

Commonwealth of VA Department of General Services DCLS, VELAP Laboratory ID#460251

New York State Department of Health Laboratory ID No: 11983

California State Environmental Laboratory Accreditation Program Certificate No: 2915

State of Connecticut Department of Public Health Environmental Laboratory Registration Number: PH-0105

New Jersey Department of Environment Protection Environmental Laboratory Certification ID# VA014

Ohio Department of Health Environmental Lead Laboratory Approval Number E10049

State of Rhode Island Department of Health Environmental Lead Laboratory No LAO00371

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Driving Community and Industry Forward, Together.

- _____ C. Right of Way Required - Personal Property Moved - Occupied Improvements Acquired (If C applies or is checked, please fill out form 136.8.8a.)
1. We certify that all necessary right of way, easements and access rights have been acquired in accordance with Titles 49 and 23 CFR.
 2. Legal and physical possession of all parcels has been obtained.
 3. Steps relative to relocation advisory assistance and payments as required by 49 CFR, Part 24 have been taken.
 4. All individuals and families have been relocated to or offered equivalent decent, safe and sanitary housing in accordance with 49 CFR, Part 24.

Parcel Acquisition Detail:

- A. 3 Parcels on this project that required the acquisition of right of way, easements and/or access rights. (A=B+C)
- B. _____ Parcels acquired by negotiation (B=1+2+3)
1. _____ Parcels that were acquired by condemnation.
 2. _____ Parcels settled administratively for an amount other than the approved offer.
 3. _____ Parcels acquired for offer amount.
- C. 3 Parcels acquired by donation.
- D. _____ Parcels that were appraised and subsequently voided and not acquired.
- E. _____ Parcels that were deleted from the project, if any.
(Please attach a written explanation as to why these parcels were deleted from the project)

Responsibility of Parcel Acquisition:

(A=F+G+H)

- F. _____ Parcels that were acquired by MoDOT personnel.
- G. 3 Parcels that were acquired by Local Public Agency personnel.
- H. _____ Parcels that were acquired by Contract Negotiator(s) on the MoDOT Roster.

Expenditure Detail

There was \$ 0 spent on total Acquisition of land, realty rights, and improvements. (Please do not include incidental expenses in this figure)

The LPA Oversight Consultant will review the parcel acquisition files and submit this certification to Central Office Right of Way for final approval.



 LPA Agency Signature

8-8-25

 Date

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Date: August 14, 2025

To: Bailey Veasman
Transportation Planner
MoDOT

SUBJECT: Tanner Bridge Road, Cole County
Tanner Bridge Road – Road and Bridge Replacement
Job No. BRO-R026(025)
Utility & Railroad - Letter of Certification

**LETTER OF CERTIFICATION
UTILITIES & RAILROAD "STATUS"**

This project is scheduled to be let on November 21, 2025.

Scope of work: Removals, clearing and grubbing, grading, excavating, bridge construction, asphalt pavement, guardrail, rock blanket, pavement marking, seeding and mulching, erosion control and other miscellaneous work necessary to remove and replace the Tanner Bridge Road bridge over the Moreau River.

The utility status is as follows:

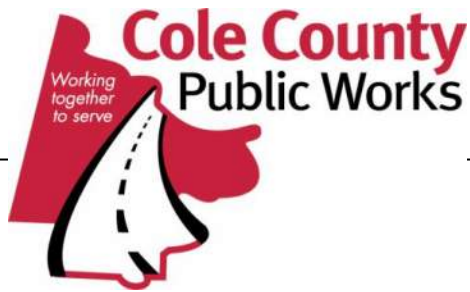
Ameren Missouri UE (Gas): No known adjustments or relocations.

Cole County PWSD 2: No known adjustments or relocations.

City of Jefferson Wastewater Utilities: No known adjustments or relocations.

Three Rivers Electric: An existing guy wire and anchor shall be relocated by the Three Rivers Electric to allow for adequate ditch grading. Three Rivers Electric's utility poles border the proposed grading limits and may require bracing or relocation as needed during construction. In the event that the utility relocations identified in the contract documents have not been completed, the Contractor shall immediately notify the Engineer and coordinate directly with Three Rivers Electric to determine the schedule and requirements for relocation.

Brightspeed: Brightspeed has fiber attached to the existing bridge, as well as overhead on utility poles on the South side of Tanner Bridge Road. Utility poles and fiberoptic line shall be relocated by Brightspeed prior to roadway and bridge construction. In the event that the utility relocation identified in the contract documents has not been completed, the Contractor shall immediately notify the Engineer and coordinate directly with Brightspeed to determine the schedule and requirements for relocation.



Based on the above information, utility work will not impact the road contractor's progress for this project.

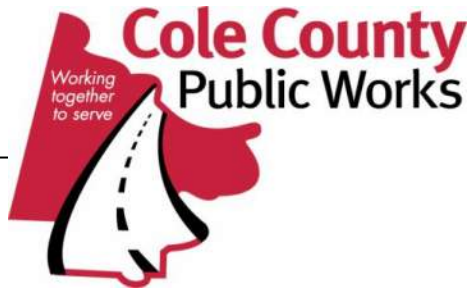
The project is not located on railroad right of way and does not cross railroad right of way. No railroads are affected by this project.

We recommend approval of the PS&E on this project.


LPA Person in Responsible Charge Signature

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Local Public Agency (LPA)
Certification of Plans, Specifications & Estimate (PS&E)

For Federal-aid project Tanner Bridge Road – Road and Bridge Replacement, BRO-R026(025) administered by Cole County the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of:

1. The undersigned is hereby certifying that the Specifications (including technical specifications and job special provisions) and Standard Plans for the above mentioned project are in full compliance with all applicable Federal and State Laws, including but not limited to 23 CFR.
2. The undersigned will also carry out this project in accordance with applicable Federal and State policies and guidelines as set forth in *Missouri's Local Public Agency Manual* found on MoDOT's website.
3. The undersigned will also enforce compliance with the above mentioned laws, regulations, policies and guidelines by its consultants, contractors, and subcontractors.
4. The undersigned is hereby certifying that above mentioned project has been developed according to: (check all that apply)
 - Missouri Standard Specifications for Highway Construction, current edition
 - Missouri Standard Plans for Highway Construction, current edition
 - Other (list out all that apply):

SIGNED:



Signature of LPA Responsible Person in Charge

8/15/2025
Date

Matthew Prenger, PE
Typed Name of LPA Responsible Person in Charge

Cole County Engineer
Title of LPA Responsible Person in Charge