

SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS  
FOR

**BRIDGE REPLACEMENT AND  
REHABILITATION PROGRAM**

COLE COUNTY COMMISSION  
COLE COUNTY, MISSOURI

BRIDGE NO. 17300121 ON OLD FORGE ROAD

MECO PROJECT NO. 401-057

FEBRUARY 2021



**MECO ENGINEERING COMPANY INC.**  
**ENGINEERS - SURVEYORS**  
3120 PALMYRA ROAD  
HANNIBAL, MISSOURI 63401 (573) 221-4048

SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS  
FOR

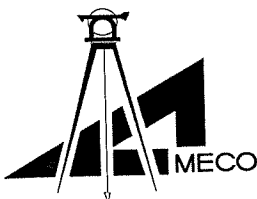
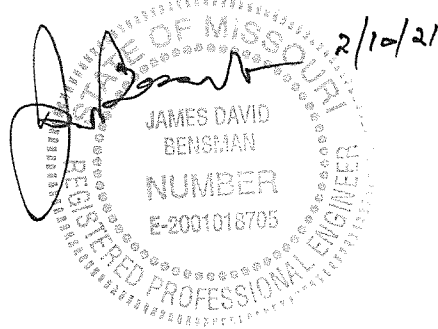
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SECTION A.1

**NOTICE TO CONTRACTORS**

**ADVERTISEMENT FOR BIDS**

**NOTICE TO BIDDERS**

SEALED PROPOSALS consisting of:

**OLD FORGE ROAD BRIDGE REPLACEMENT**

**COUNTY PROJECT NO. 2019-802-1  
FEDERAL PROJECT NO. BRO-B026(23)**

WILL be received and opened publicly at the office of Cole County Commission, Courthouse Annex, Room 200, 311 East High Street, Jefferson City, Missouri 65101 at

**9:00 A.M. on Friday, March 19, 2021**

Any and all bids received after the time specified above will be returned unopened.

The proposed work includes grading, 1-span (69') prestressed concrete I-girder bridge, slope protection, aggregate surface roadway, guard rail, and incidental work in Cole County.

Plans and specifications may be viewed online in the bids section at [www.colecounty.org](http://www.colecounty.org). All contractors wishing to bid on this project shall obtain an official copy of the plans and specifications at the office of the Cole County Department of Public Works, 5055 Monticello Road, Jefferson City, Missouri 65109-9182, (573) 636-3614. A payment of **\$50.00** per set of complete plans and specifications will be charged for printing and is not refundable. All checks or money orders for plans and specifications shall be made payable to Cole County Road & Bridge Fund.

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 or State Wage Rate, whichever is higher.

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

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

**NOTICE TO CONTRACTORS**

A.1/1

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

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

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

The DBE Goal for this project is 6%.

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

(1) **PROPOSED WORK:** A brief summary of the work to be done is as follows:

The proposed work includes: Grading, 1-span (69') prestressed concrete I-girder bridge, slope protection, aggregate surface roadway, guard rail, and incidental work.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," 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](http://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, "County", and the term "Engineer" is a reference to the Engineer of Record from MECO Engineering Company.

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:

Working Days: 90 days

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

Liquidated damages per day \$ 700.00

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty in the amount of five percent (5%) of the Bid, which must accompany each Bid in accordance with the bidding requirements and conditions. 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. XX", 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](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](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

**NOTICE TO CONTRACTORS**

A.1/4

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

---

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

---

Please print or type name and title of person signing here

Attest:

---

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

NOTICE TO CONTRACTORS

A.1/6

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](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

**(16) SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

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

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

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

**(20) SALES AND USE TAX EXEMPTION:** the 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.

SECTION A.2

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto \_\_\_\_\_ as Owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successor and assigns.

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

The condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

Bid Bond will not be returned unless requested in writing from Principal within ten (10) business days from bid date.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by the extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(SEAL)
Surety Principal

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

SECTION A.3

**PROPOSAL**

**THE FOLLOWING PROPOSAL IS HEREBY MADE TO:**

Cole County Commission  
Jefferson City, MO 65101

**KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS:**

The Undersigned has examined the location of the proposed work, the Drawings, Specifications, and other Contract Documents, and is familiar with the local conditions at the place where the work is to be performed.

**PROPOSAL GUARANTY:**

The Proposal Guaranty attached, without endorsement, in the sum of not less than five percent (5%) of the amount of the Proposal is furnished to the Owner as a guarantee that the Contract will be executed and a Contract Bond, and Insurance Coverage furnished.

**EXECUTION OF AGREEMENT AND FURNISHING BONDS:**

Within ten (10) calendar days after being awarded the Contract, the Undersigned agrees to execute the form of Contract included as one of the Contract Documents and to furnish a Contract Bond in an amount equal to 100% of the contract amount.

**SPECIFICATIONS:**

The undersigned bidder understand that the specifications, governing the construction of the work contemplated are those known and designated as the Missouri Highway and Transportation Commission Standard Specifications for Highway Construction, approved by the Missouri Highway and Transportation Commission and Supplemental Specification Revisions, together with the Special Provisions, Job and General, if any attached to this proposal.

**STIPULATED AMOUNT OF BID:**

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of this project, and appurtenances.

The undersigned bidder submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of Unit Price by Quantity as shown under Amount.

The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross stipulated sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross stipulated sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

The undersigned declares that he understands that the quantities mentioned herein are approximate only and that they are subject to increase or decrease; that he will take in full payment therefore the amount and summation of the actual quantities, as finally determined multiplied by the unit prices shown in the schedule of prices.

The undersigned further agrees that if the Owner decides to extend or shorten this improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the work as altered, increase or decrease at the contract unit prices.

The undersigned further agrees that, as the prime contractor on this project, he will perform at least 30% of the total work on the project.

ADDENDA:

The Undersigned hereby acknowledges receipt of the following Addenda:

|                    |             |
|--------------------|-------------|
| ADDENDUM NO. _____ | DATED _____ |
| ADDENDUM NO. _____ | DATED _____ |
| ADDENDUM NO. _____ | DATED _____ |
| ADDENDUM NO. _____ | DATED _____ |

**BID SCHEDULE**

**ROADWAY ITEMS**

| <b>NO.</b>  | <b>QUANTITY</b> | <b>UNIT</b> | <b>DESCRIPTION</b>                 | <b>UNIT COST</b> | <b>TOTAL</b>    |
|-------------|-----------------|-------------|------------------------------------|------------------|-----------------|
| 2013000-JSP | 1               | LS          | Clearing and Grubbing              | \$ _____         | \$ _____        |
| 2035000     | 657             | CY          | Unclassified Excavation (Cut)      | \$ _____         | \$ _____        |
| 2035500     | 2851            | CY          | Embankment in Place (Fill)         | \$ _____         | \$ _____        |
| 3102003     | 1281            | SY          | Aggregate Surface, 4" Thick        | \$ _____         | \$ _____        |
| 6062300     | 4               | EA          | Transition Section                 | \$ _____         | \$ _____        |
| 6062400     | 4               | EA          | Bridge Anchor Section              | \$ _____         | \$ _____        |
| 6063000     | 4               | EA          | Crashworthy End Section            | \$ _____         | \$ _____        |
| 6072010     | 880             | LF          | Barbed Wire Fence                  | \$ _____         | \$ _____        |
| 6113020     | 881             | CY          | Furnishing Rock Blanket (Type 2)   | \$ _____         | \$ _____        |
| 6113040     | 881             | CY          | Placing Rock Blanket (Type 2)      | \$ _____         | \$ _____        |
| 6181000     | 1               | LS          | Mobilization                       | \$ _____         | \$ _____        |
| 6240110     | 1321            | SY          | Geotextile Fabric Filter Cloth     | \$ _____         | \$ _____        |
| 8051099     | 1.2             | ACRE        | Fertilizing, Seeding, and Mulching | \$ _____         | \$ _____        |
| 8069901-JSP | 1               | LS          | Temporary Erosion Control          | \$ _____         | \$ _____        |
|             |                 |             |                                    | <b>SUBTOTAL</b>  | <b>\$ _____</b> |

**BRIDGE ITEMS**

| <b>NO.</b>  | <b>QUANTITY</b> | <b>UNIT</b> | <b>DESCRIPTION</b>                        | <b>UNIT COST</b> | <b>TOTAL</b>    |
|-------------|-----------------|-------------|---|------------------|-----------------|
| 2061000-JSP | 1               | LS          | Class 1 Excavation                        | \$ _____         | \$ _____        |
| 2160500     | 1               | LS          | Removal of Bridges                        | \$ _____         | \$ _____        |
| 7021010     | 104             | LF          | Piling (HP12x53)                          | \$ _____         | \$ _____        |
| 7026000     | 80              | LF          | Pre-Bore for Piling                       | \$ _____         | \$ _____        |
| 7027000     | 8               | EACH        | Pile Tip Reinforcement                    | \$ _____         | \$ _____        |
| 7034001     | 35.4            | CY          | Class B-1 Concrete (4,000 PSI)            | \$ _____         | \$ _____        |
| 7034213-JSP | 147.1           | SY          | Precast Concrete Slab Panels on I-Girders | \$ _____         | \$ _____        |
| 7034214     | 63.6            | CY          | Class B-2 Concrete (4,000 PSI)            | \$ _____         | \$ _____        |
| 7034610     | 137             | LF          | Concrete Barrier Curb (Bridge Rail)       | \$ _____         | \$ _____        |
| 7056002-JSP | 4               | EACH        | Prestressed Concrete I-Girder             | \$ _____         | \$ _____        |
| 7060160     | 8120            | LBS         | Reinforcing Steel -- Plain                | \$ _____         | \$ _____        |
| 7101000     | 14048           | LBS         | Reinforcing Steel -- Epoxy Coated         | \$ _____         | \$ _____        |
| 7123610     | 12              | EACH        | Vertical Slab Drains                      | \$ _____         | \$ _____        |
| 7161002     | 8               | EACH        | Plain Neoprene Bearing Pads               | \$ _____         | \$ _____        |
|             |                 |             |   | <b>SUBTOTAL</b>  | <b>\$ _____</b> |

**SIGNING ITEMS**

| <b>NO.</b>  | <b>QUANTITY</b> | <b>UNIT</b> | <b>DESCRIPTION</b> | <b>UNIT COST</b> | <b>TOTAL</b>    |
|-------------|-----------------|-------------|--------------------|------------------|-----------------|
| 6161005-JSP | 77              | SF          | Construction Signs | \$ _____         | \$ _____        |
| 6161030-JSP | 2               | EA          | Moveable Barricade | \$ _____         | \$ _____        |
|             |                 |             |                    | <b>SUBTOTAL</b>  | <b>\$ _____</b> |

TOTAL BASE BID

\$ \_\_\_\_\_  
(FIGURES)

DOLLARS

(WORDS)

PROPOSAL

A.3/3

### CONTRACT TIME:

If awarded the Contract, the Undersigned agrees to complete the work within 90 working days of the commencement of the Contract time, as defined in the General Special Provisions.

### LIQUIDATED DAMAGES:

Since time is of the essence in this Contract, it is agreed that the Owner would suffer loss by the failure of the Contractor to have said work completed in all its parts on said day, and as it might be difficult and expensive to accurately compute the amount of such loss, in order to avoid such expense and difficulty, the Contractor hereby expressly covenants and agrees to pay the Owner the sum of \$700.00 per day, after said 90 working days have expired during or upon which said work or any part thereof remains incomplete and unfinished, not as a penalty, but as the liquidated actual losses which the Owner will suffer on account of any failure on the part of the Contractor to have the said work completed in all its parts on said day; and that any sum which may be due the Owner for such losses may be deducted and retained by the Owner from any balance which may be due the Contractor when the said work has been finished and accepted as hereinafter provided. It is, however, agreed that in case any failure to complete the said work or some part thereof on said day shall be due to any cause beyond the Contractors control, the Engineer may, with the approval of the Owner, grant an extension of time.

### OWNER'S RIGHTS RESERVED:

The Undersigned understands that the Owner reserves the right to reject any or all Proposals or to waive any formality or technicality in any proposal in the interest of the Owner.

### MINIMUM WAGE RATES:

**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. XX" 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.

### CONTRACTOR'S DECLARATION:

The Undersigned Bidder hereby represents that he has visited and examined the site of the work and has carefully examined the CONTRACT DOCUMENTS, and will execute the CONTRACT and perform all its terms, covenants, and conditions, and in accordance with the requirements of the Specifications and Drawings.

AFFIDAVIT OF COMPLIANCE AND E-VERIFY MEMORANDUM OF UNDERSTANDING

The prime contractor and subcontractors on this project shall be compliant with **Section 285.530 RSMO** (E-Verify). The prime contractor is required to submit, with their bid, an Affidavit of Compliance with the federal work authorization program (form is included in these contract documents), and a copy of their E-Verify Memorandum of Understanding (MOU) with the U.S. Department of Homeland Security, which can be accessed through the link: [http://www.dhs.gov/files/programs/qc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/qc_1185221678150.shtm). The prime contractor shall ensure that his subcontractors are also compliant with E-Verify, and possess copies of their subcontractor's Affidavit of Compliance and E-Verify MOU.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
DATE

**BIDDER CHECKLIST**  
**FINAL CHECKLIST BEFORE SUBMITTING BID**

- 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to Cole County Commission. Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

.....

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

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

.....

All questions concerning the bid document preparation or project specific questions can be directed to the MECO Engineering Company, Attention: James Bensman, at 573-221-4048.

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



or continue to employ any unauthorized alien to work within the state of Missouri.

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

\_\_\_\_\_

Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires:

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

SECTION A.6

NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_

PROJECT Description: Bridge Replacement and Rehabilitation Program (Cole County Bridge No. 17300121 on Old Forge Road over Clark Fork

The OWNER has considered the BID submitted by you for the above described WORK in response to its Notice to Contractors and Contract Documents.

You are hereby notified that your BID has been accepted for items in the amount of \_\_\_\_\_.

You are required by the Contract Documents to execute the Contract and furnish the required CONTRACT BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Cole County Commission  
Owner

By \_\_\_\_\_

Title Presiding Commissioner

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged  
by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

SECTION A.7

CONTRACT

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Cole County, Missouri, hereinafter called the OWNER, and \_\_\_\_\_, hereinafter called the CONTRACTOR, WITNESSETH, that whereas the OWNER intends to Bridge Replacement and Rehabilitation Program, Cole County, Bridge No. 17300121 on Old Forge Road over Clark Fork, hereinafter called the PROJECT, in accordance with the Drawings, Specifications and Contract Documents prepared by MECO Engineering Company, Inc., at Hannibal, Missouri.

NOW, THEREFORE, the OWNER AND CONTRACTOR for the considerations hereinafter set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

1. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed, and shall be completed within 90 working days of the authorization date in the Notice to Proceed.
2. Liquidated Damages: The Contractor hereby expressly agrees to pay the Owner the sum of Seven Hundred and No/100 Dollars (\$700.00) per day for each and every day, after working days have expired during or upon which said work or any part thereof remains incomplete and unfinished.
3. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Owner. The Contractor agrees that there shall be no second - tier subcontracting in this contract.
4. The Contractor agrees to comply with all Federal and State labor standards. The contractor shall also pay the higher of either the State or the Federal Wages in effect for this contract.

The OWNER AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the amount as stipulated in the Proposal which is:

---

Total Base Bid

Final dollar amount will be computed from actual quantities constructed as verified by the Engineer and in accordance with the unit prices set out in the Proposal.

CONTRACT DOCUMENTS:

The Contract comprises the Contract Documents as bound herein and the Drawings. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- a. Contract (This Instrument)
- b. Addenda to Contract Documents
- c. Remaining Legal and Procedural Documents
  1. Proposal
  2. Notice to Contractors
- d. Drawings
- e. Job Special Provisions
- f. General Special Provisions
- g. Missouri Standard Specifications for Highway Construction, and Supplemental Specification Revisions
- h. General Conditions of the Contract
- i. Bonds
  1. Proposal Guaranty
  2. Contract Bond

AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:

All work shall be done under the general inspection of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

The Engineer or Local Public Agency will perform all sampling and testing on this project. The Contractor is prohibited from performing any sampling and testing on this project, other than for his own information and purposes.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and Contractor respectively and their partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet his interests or obligation hereunder without consent of the other party.

CONTRACT

A.7/2

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

Cole County, Missouri  
\_\_\_\_\_  
Owner

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

SECTION A.8

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Contractor)

as principal, and \_\_\_\_\_  
(Bonding Company)

as surety, are held and firmly bound unto \_\_\_\_\_

in the penal sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the

United States, to be paid to \_\_\_\_\_, for

which sums of money, will and truly to be paid, we bind ourselves, our heirs, successors,

assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated \_\_\_\_\_.

The condition of this obligation is such that:

WHEREAS, the said bounden principal has entered into a certain contract with \_\_\_\_\_

\_\_\_\_\_, acting by and through the \_\_\_\_\_

\_\_\_\_\_, said contract being marked \_\_\_\_\_

\_\_\_\_\_ a copy of said contract being hereto attached and made a part hereof and bearing date of

\_\_\_\_\_.

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within

any additional time granted by the Owner, which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee, or bailor, then this Contract Bond to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

ATTEST: (SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address - Agent or Broker

\_\_\_\_\_  
City, State, Zip Code

Name and Address of the Agent to Whom all Correspondence Should be Directed Relating to the Contract and Bond:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street, City, State and Zip Code

SECTION A.9

NOTICE TO PROCEED

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

Date: \_\_\_\_\_  
Project: Cole County Bridge No. 17300121 on Old  
Forge Road over Clark Fork  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Contract dated \_\_\_\_\_ on or before \_\_\_\_\_, and you are to complete the WORK within 90 working days thereafter.

\_\_\_\_\_ COLE COUNTY COMMISSION  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO  
PROCEED is hereby acknowledged by

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_



## DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

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

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

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

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

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

**Identification of Participating DBE's:** Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to \_\_\_\_\_ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is \_\_\_\_\_ and the e-mail address for submittal is \_\_\_\_\_. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project.

All information must be provided.

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

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

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

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

Respectfully submitted:

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

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

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

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

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

- (A) Insert Bid Line Item in the same order as it appears in the bid document.
- (B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.
- (C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. If the DBE is furnishing and installing the line item, then 100% of the value can be applied.
- (D) Insert the result from dividing columns (B) and (C).
- (E) Insert the result from dividing column (D) from the total bid line item amount.

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

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

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

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

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

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

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

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

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

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

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

The MRCC DBE Directory can be found at the following link: [http://www.modot.mo.gov/business/contractor\\_resources/External\\_Civil\\_Rights/DBE\\_program.htm](http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm)

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

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

Commission's DBE Program rules. The bidder further certifies that the contractors management personnel on the project understand and are familiar with the requirements of these federal and state DBE Program regulations; and if the bidder was not familiar with or did not understand the requirements of these regulations, they have contacted the External Civil Rights Division of MoDOT and have been informed as to their duties and obligations under the DBE Program regulations by MoDOT staff and/or by USDOT DBE Program staff.

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

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

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

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

(f) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE subcontractor and supplier, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, under penalty of perjury and other

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

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

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

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

substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11.5 Documentation, and Administrative Reconsideration of the Bidder's Good Faith Efforts.** In the bidding documents, the bidder has the opportunity and responsibility to provide certified written documentation as to whether the bidder made a good faith effort to meet the DBE contract goal as proposed by MoDOT. Any bidder that has not met the Commission's proposed DBE contract goal at the time of bid opening must submit the completed "Certification of Good Faith Efforts to Obtain DBE Participation". The certification should be included in the bidding documents, fully and in detail, at the time its sealed bid is submitted, however, if that information is not completed and submitted with the initial sealed bid, the bidder must submit the documentation to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's

responsibility. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain certified DBE firm participation in the proposed contract work. If the apparent low bidder appears to have failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before the Local Agency and MoDOT reject that bid as non-responsive. However, regardless of the DBE contract goal participation level proposed by the bidder, or the extent of good faith efforts shown, the apparent low and second low bidders shall each timely and separately file their completed and executed "DBE Identification Submittal" or face potential sanctions and the bid bond or guaranty, as specified in Sec 10.0 of these provisions may become the property of the Local Agency subject to the Local Agency's demand.

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

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

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

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

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

expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.

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

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

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

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

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

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

(2) The contractor may count toward the DBE contract goal the entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment, under the DBE's supervision. This includes the cost of supplies

and material ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE except supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or its affiliates.

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

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

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

**13.1 Contractor's Obligation to Monitor CUF Performance.** It shall be solely the contractor's responsibility to ensure that all DBE firms perform a CUF. Further, the

contractor is responsible to, and shall ensure that each DBE firm fully performs the DBE's designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. MoDOT is under no obligation to warn the contractor that a DBE's participation may not count toward the goal, other than through official notification with an opportunity for administrative reconsideration at the conclusion of the contract work.

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

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

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

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

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

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

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

(e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. However, the DBE who leases trucks from a non-DBE is entitled to DBE

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

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

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

#### **14.0 Use of Joint Checks**

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

#### **15.0 Verification of DBE Participation, Liquidated Damages.**

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

**15.2** Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the

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

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

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

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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

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

**ATTACHMENTS**

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

**II. NONDISCRIMINATION**

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

**I. GENERAL**

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

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

The 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.

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.

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

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

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

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

#### 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"General Decision Number: MO20210001 02/05/2021

Superseded General Decision Number: MO20200001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/01/2021       |
| 1                   | 02/05/2021       |

CARP0002-002 05/01/2019

ST. LOUIS COUNTY AND CITY

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Carpenters..... | \$ 38.02 | 17.77   |

CARP0005-006 05/03/2015

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

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Carpenters:                  |          |         |
| CARPENTERS & LATHERS.....    | \$ 36.34 | 15.55   |
| MILLWRIGHTS & PILEDRIVERS... | \$ 36.34 | 15.55   |

CARP0011-001 05/01/2019

Rates Fringes

Carpenter and Piledriver

|   |          |       |
|---|----------|-------|
| ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES..... | \$ 32.28 | 17.77 |
| ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....                          | \$ 30.76 | 17.77 |
| AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.  | \$ 32.29 | 17.77 |
| BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.       | \$ 30.36 | 17.77 |
| BENTON, MORGAN AND PETTIS...  | \$ 30.81 | 17.77 |
| BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....   | \$ 32.14 | 17.77 |
| BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....  | \$ 31.49 | 17.77 |
| CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....   | \$ 31.09 | 17.77 |
| CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....  | \$ 32.13 | 17.77 |
| FRANKLIN COUNTY.....  | \$ 35.56 | 17.77 |
| JEFFERSON AND ST. CHARLES COUNTIES.....   | \$ 38.02 | 17.77 |
| LINCOLN COUNTY.....   | \$ 34.00 | 17.77 |
| PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....   | \$ 32.92 | 17.77 |
| WARREN COUNTY.....  | \$ 34.44 | 17.77 |

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 ELEC0001-002 05/31/2020

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN, IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD, WARREN, WASHINGTON AND WAYNE COUNTIES

Rates Fringes

Electricians.....\$ 40.61 27.06

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ELEC0002-001 08/01/2020

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

Rates Fringes

Line Construction:

|                              |          |       |
|------------------------------|----------|-------|
| Equipment Operator.....      | \$ 41.23 | 21.56 |
| Groundman & Truck Driver.... | \$ 31.50 | 18.01 |
| Lineman & Cable Splicer..... | \$ 48.03 | 24.03 |

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ELEC0053-004 01/01/2020

Rates Fringes

Line Construction: (ANDREW,  
ATCHINSON, BARRY, BARTON,  
BUCHANAN, CALDWELL, CEDAR,  
CHRISTIAN, CLINTON, DADE,  
DALLAS, DAVIES,, DEKALB,  
DOUGLAS, GENTRY, GREENE,  
GRUNDY, HARRISON, HICKORY,  
HOLT, JASPER, LACLEDE,  
LAWRENCE, LIVINGSTON,  
MCDONALD, MERCER, NEWTON,  
NODAWAY, OZARK, POLK, ST.  
CLAIR, STONE, TANEY, VERNON,  
WEBSTER, WORTH AND WRIGHT  
COUNTIES)

|                          |          |       |
|--------------------------|----------|-------|
| Groundman Powderman..... | \$ 32.27 | 16.09 |
| Groundman.....           | \$ 30.12 | 15.38 |
| Lineman Operator.....    | \$ 43.40 | 19.30 |
| Lineman.....             | \$ 47.30 | 20.45 |

Line Construction; (BATES,  
BENTON, CARROLL, CASS, CLAY,  
HENRY, JACKSON, JOHNSON,  
LAFAYETTE, PETTIS, PLATTE,  
RAY AND SALINE COUNTIES)

|                          |          |       |
|--------------------------|----------|-------|
| Groundman Powderman..... | \$ 32.27 | 15.52 |
| Groundman.....           | \$ 30.12 | 14.88 |
| Lineman Operator.....    | \$ 43.40 | 18.80 |
| Lineman.....             | \$ 47.30 | 19.95 |

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ELEC0095-001 06/01/2019

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

Rates Fringes

Electricians:

|                     |          |       |
|---------------------|----------|-------|
| Cable Splicers..... | \$ 25.40 | 12.19 |
| Electricians.....   | \$ 27.43 | 14.97 |

ELEC0124-007 08/26/2019

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

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Electricians..... | \$ 40.79 | 22.92   |

ELEC0257-003 03/01/2020

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN, CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES, MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

|                     | Rates    | Fringes |
|---------------------|----------|---------|
| Electricians:       |          |         |
| Cable Splicers..... | \$ 30.42 | 16.085  |
| Electricians.....   | \$ 34.00 | 18.68   |

ELEC0350-002 12/01/2019

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Electricians..... | \$ 32.50 | 17.65   |

ELEC0453-001 09/01/2020

|   | Rates    | Fringes |
|---|----------|---------|
| Electricians:   |          |         |
| CHRISITAN, DALLAS,<br>DOUGLAS, GREENE, HICKORY,<br>HOWELL, LACLEDE, OREGON,<br>OZARK, POLK, SHANNON,<br>WEBSTER and WRIGHT COUNTIES.. | \$ 28.10 | 15.81   |
| PULASKI and TEXAS COUNTIES..  | \$ 32.76 | 16.27   |
| STONE and TANEY COUNTIES....  | \$ 23.89 | 14.99   |

ELEC0545-003 06/01/2020

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

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 33.00 | 18.10   |

ELEC0702-004 12/30/2019

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

|   | Rates    | Fringes    |
|---|----------|------------|
| Line Construction:  |          |            |
| Groundman - Class A.....  | \$ 30.31 | 29% + 7.75 |
| Groundman-Equipment<br>Operator Class II (all<br>other equipment).....                | \$ 38.46 | 29% + 7.75 |
| Heavy-Equipment Operator<br>Class I (all crawler type<br>equipment D-4 and larger)... | \$ 43.88 | 29% + 7.75 |
| Lineman.....  | \$ 53.51 | 29% + 7.75 |

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 ENGI0101-001 05/01/2020

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

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: |          |         |
| GROUP 1.....               | \$ 34.73 | 18.20   |
| GROUP 2.....               | \$ 34.33 | 18.20   |
| GROUP 3.....               | \$ 32.33 | 18.20   |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant;

self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

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

HOURLY PREMIUMS:

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

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

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

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ENGI0101-005 04/01/2020

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: |          |         |
| GROUP 1.....               | \$ 37.02 | 19.89   |
| GROUP 2.....               | \$ 35.98 | 19.89   |
| GROUP 3.....               | \$ 31.51 | 19.89   |
| GROUP 4.....               | \$ 34.86 | 19.89   |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: ""A"" Frame truck operator; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$1.00) ABOVE GROUP 1 RATE:

Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;

Piledrivers 80 ft. of boom or over (including jib);

Shovels & backhoes, 3 yd. capacity or over.

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ENGI0101-022 05/01/2019

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

Rates Fringes

Power equipment operators:

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 31.72 | 14.88 |
| GROUP 2..... | \$ 31.37 | 14.88 |
| GROUP 3..... | \$ 31.17 | 14.88 |
| GROUP 4..... | \$ 29.12 | 14.88 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine;

off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

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

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$ .25 above GROUP 1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$ .50 above GROUP 1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$ .75 above GROUP 1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

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ENGI0513-004 05/06/2019

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

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: |          |         |
| GROUP 1.....               | \$ 34.36 | 27.36   |
| GROUP 2.....               | \$ 34.36 | 27.36   |
| GROUP 3.....               | \$ 33.06 | 27.36   |
| GROUP 4.....               | \$ 32.61 | 27.36   |

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One

over 400 amp; Winch, operating from truck

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

GROUP 4: Crane type

HOURLY PREMIUMS:

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

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ENGI0513-006 05/01/2019

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

Rates                      Fringes

Power equipment operators:

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 29.69 | 27.16 |
| GROUP 2..... | \$ 29.34 | 27.16 |
| GROUP 3..... | \$ 29.14 | 27.16 |
| GROUP 4..... | \$ 25.49 | 27.16 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

guad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttlemans; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

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

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 ENGI0513-007 05/06/2019

ST. LOUIS CITY AND COUNTY

Rates

Fringes

Power equipment operators:

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 34.36 | 27.36 |
| GROUP 2..... | \$ 34.36 | 27.36 |
| GROUP 3..... | \$ 33.06 | 27.36 |
| GROUP 4..... | \$ 32.61 | 27.36 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atehy force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills nd any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2""; pumps, electric submersible, two through six, over 4""; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill

operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

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

HOURLY PREMIUMS:

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

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IRON0010-012 04/01/2020

Rates Fringes

Ironworkers:

|   |       |
|---|-------|
| ANDREW, BARTON, BENTON,<br>CAMDEN, CEDAR, CHARITON,<br>CHRISTIAN, COOPER, DADE,<br>DALLAS, DAVIESS, DE KALB,<br>GENTRY, GREENE, GRUNDY,<br>HARRISON, HICKORY, HOLT,<br>HOWARD, LACLEDE, LINN,<br>LIVINGSTON, MERCER,<br>MONITEAU, MORGAN, NODAWAY,<br>POLK, PUTNAM, RANDLOPH,<br>ST. CLAIR, SULLIVAN,<br>TANEY, VERNON, WEBSTER,<br>WRIGHT and WORTH Counties<br>and portions of ADAIR,<br>BOONE, MACON, MILLER and<br>RANDOLPH Counties.....\$ 31.00 | 31.24 |
| ANDREW, BARTON, BENTON,<br>CAMDEN, CEDAR, CHARITON,<br>CHRISTIAN, COOPER, DADE,<br>DALLAS, DAVIESS, DE KALB,<br>GENTRY, GREENE, GRUNDY,<br>HARRISON, HICKORY, HOLT,<br>HOWARD, LACLEDE, LINN,<br>LIVINGSTON, MERCER,<br>MONITEAU, MORGAN, NODAWAY,  |       |

PETTIS, POLK, PUTNAM,  
 RANDLOPH, ST. CLAIR,  
 SULLIVAN, TANEY, VERNON,  
 WEBSTER, WRIGHT and WORTH  
 Counties and portions of  
 ADAIR, BOONE, MACON,  
 MILLER and RANDOLPH  
 Counties.....\$ 30.55                    30.44  
 ATCHISON, BATES, BUCHANAN,  
 CALDWELL, CARROLL, CASS,  
 CLAY, CLINTON, HENRY,  
 JACKSON, JOHNSON,  
 LAFAYETTE, PETTIS, PLATTE,  
 SALINE, AND RAY COUNTIES....\$ 34.00                    31.24

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IRON0321-002 08/01/2020

DOUGLAS, HOWELL and OZARK COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Ironworker..... | \$ 22.00 | 19.26   |

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IRON0396-004 08/05/2020

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,  
FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.  
GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,  
PERRY, BOLLINGER, WAYNE, and CARTER Counties

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Ironworker..... | \$ 35.86 | 28.11   |

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IRON0396-009 08/05/2020

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES,  
MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT  
Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL,  
LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Ironworker..... | \$ 31.39 | 29.20   |

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IRON0577-005 08/01/2020

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| Ironworker..... | \$ 27.65 | 24.20   |

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IRON0584-004 06/01/2019

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

|                   | Rates    | Fringes |
|-------------------|----------|---------|
| Ironworkers:..... | \$ 26.00 | 15.35   |

IRON0782-003 08/01/2020

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

Rates Fringes

Ironworkers:

|   |          |       |
|---|----------|-------|
| Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only..... | \$ 31.63 | 24.27 |
| All Other Work.....   | \$ 28.29 | 23.77 |

LAB00042-003 03/04/2020

ST. LOUIS (City and County)

Rates Fringes

|                      |          |       |
|----------------------|----------|-------|
| LABORER              |          |       |
| Plumber Laborer..... | \$ 34.07 | 16.07 |

LAB00042-005 03/04/2020

ST. LOUIS (City and County)

Rates Fringes

|                           |          |       |
|---------------------------|----------|-------|
| LABORER                   |          |       |
| Dynamiter, Powderman..... | \$ 34.07 | 16.07 |
| Laborers, Flaggers.....   | \$ 34.07 | 16.07 |
| Wrecking.....             | \$ 34.07 | 16.07 |

LAB00424-002 05/01/2020

Rates Fringes

|   |          |       |
|---|----------|-------|
| LABORER   |          |       |
| ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, CLARK, COLE, COOPER, HOWARD, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARION, MILLER, MONITEAU, MONROE, PERRY, PIKE, PUTNAM, RALLS, RANDOLPH, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES |          |       |
| GROUP 1.....  | \$ 30.75 | 14.57 |
| GROUP 2.....  | \$ 30.75 | 14.57 |

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, MARIES, MISSISSIPPI, NEW MADRID, OREGON, OSAGE, PEMISCOT, PHELPS, PULASKI, RIPLEY, SCOTT, SHANNON, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES

|  |          |       |
|--|----------|-------|
| GROUP 1.....                               | \$ 30.75 | 14.57 |
| GROUP 2.....                               | \$ 30.75 | 14.57 |
| FRANKLIN COUNTY                            |          |       |
| GROUP 1.....                               | \$ 32.86 | 14.57 |
| GROUP 2.....                               | \$ 33.46 | 14.57 |
| JEFFERSON COUNTY                           |          |       |
| GROUP 1.....                               | \$ 32.91 | 14.57 |
| GROUP 2.....                               | \$ 33.51 | 14.57 |
| LINCOLN, MONTGOMERY AND<br>WARREN COUNTIES |          |       |
| GROUP 1.....                               | \$ 34.33 | 14.57 |
| GROUP 2.....                               | \$ 34.33 | 14.57 |
| ST.CHARLES COUNTY                          |          |       |
| GROUP 1.....                               | \$ 34.33 | 14.57 |
| GROUP 2.....                               | \$ 34.33 | 14.57 |

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LAB00579-005 05/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| LABORER (ANDREW, ATCHISON,<br>BUCHANAN, CALDWELL, CLINTON,<br>DAVISS, DEKALB, GENTRY,<br>GRUNDY, HARRISON, HOLT,<br>LIVINGSTON, MERCER, NODAWAY<br>and WORTH COUNTIES.)  |          |         |
| GROUP 1.....   | \$ 27.21 | 15.42   |
| GROUP 2.....   | \$ 27.56 | 15.42   |
| LABORER (BARRY, BARTON,<br>BATES, BENTON, CAMDEN,<br>CARROLL, CEDAR, CHRISTIAN,<br>DADE, DALLAS, DOUGLAS,<br>GREENE, HENRY, HICKORY,<br>JASPER, JOHNSON, LACLEDE,<br>LAWRENCE, MCDONALD, MORGAN,<br>NEWTON, OZARK, PETTIS, POLK,<br>ST.CLAIR, SALINE, STONE,<br>TANEY, VERNON, WEBSTER and<br>WRIGHT COUNTIES) |          |         |
| GROUP 1.....   | \$ 26.21 | 14.62   |
| GROUP 2.....   | \$ 26.76 | 14.62   |
| LABORER (LAFAYETTE COUNTY)   |          |         |
| GROUP 1.....   | \$ 27.76 | 14.87   |
| GROUP 2.....   | \$ 28.11 | 14.87   |

## LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on

concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

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LAB00663-002 04/01/2020

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| GROUP 1..... | \$ 31.28 | 16.33   |
| GROUP 2..... | \$ 32.49 | 16.33   |

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer,water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman,asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

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

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PAIN0002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE,  
RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN  
COUNTIES

|  | Rates    | Fringes |
|--|----------|---------|
| Painters:  |          |         |
| Brush and Roller; Taper.....   | \$ 28.61 | 10.24   |
| High work over 60 feet.....  | \$ 29.11 | 10.24   |
| Lead Abatement.....  | \$ 29.36 | 10.24   |
| Pressure Roller; High work<br>under 60 ft.....                       | \$ 28.86 | 10.24   |
| Spray & Abrasive Blasting;<br>Water Blasting (Over 5000<br>PSI)..... | \$ 30.61 | 10.24   |
| Taper (Ames Tools &<br>Bazooka).....                                 | \$ 30.21 | 10.24   |

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PAIN0002-006 04/01/2020

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE,  
HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM,  
RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and  
the City of Booneville.

|  | Rates    | Fringes |
|--|----------|---------|
| Painters:  |          |         |
| Bridges, Dams, Locks or<br>Powerhouses.....  | \$ 26.64 | 13.98   |
| Brush and Roll; Taping,<br>Paperhanging.....   | \$ 24.64 | 13.98   |
| Epoxy or Any Two Part<br>Coating; Sandblasting;<br>Stage or other Aerial Work<br>- Platforms over 50 feet<br>high; Lead Abatement..... | \$ 25.64 | 13.98   |
| Spray; Structural Steel<br>(over 50 feet).....   | \$ 24.64 | 13.98   |
| Tapers using Ames or<br>Comparable Tools.....  | \$ 25.39 | 13.98   |

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\* PAIN0003-004 04/01/2019

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY  
COUNTIES

|  | Rates    | Fringes |
|--|----------|---------|
| Painters:  |          |         |
| Bridgeman; Lead Abatement;<br>Sandblast; Storage Bin &<br>Tanks..... | \$ 33.41 | 17.76   |
| Brush & Roller.....  | \$ 30.54 | 17.76   |
| Drywall.....   | \$ 31.74 | 17.76   |
| Paper Hanger.....  | \$ 31.04 | 17.76   |
| Stageman; Beltman;<br>Steelman; Elevator Shaft;                      |          |         |

|                              |          |       |
|------------------------------|----------|-------|
| Bazooka, Boxes and Power     |          |       |
| Sander; Sprayman; Dipping... | \$ 32.41 | 17.76 |
| Steeplejack.....             | \$ 36.98 | 17.76 |

\* PAIN0003-011 04/01/2019

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

Rates Fringes

Painters:

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

PAIN0203-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT COUNTIES

Rates Fringes

Painters:

|                          |          |       |
|--------------------------|----------|-------|
| Finisher.....            | \$ 20.18 | 11.33 |
| Painter.....             | \$ 19.75 | 11.76 |
| Sandblaster, High Man,   |          |       |
| Spray Man, Vinyl Hanger, |          |       |
| Tool Operator.....       | \$ 21.18 | 11.33 |

PAIN1265-003 07/01/2013

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

Rates Fringes

Painters:

|                           |          |       |
|---------------------------|----------|-------|
| Brush and Roller.....     | \$ 25.64 | 13.27 |
| Floor Work.....           | \$ 26.14 | 13.27 |
| Lead Abatement.....       | \$ 27.89 | 13.27 |
| Spray.....                | \$ 27.14 | 13.27 |
| Structural Steel,         |          |       |
| Sandblasting and All Tank |          |       |
| Work.....                 | \$ 26.89 | 13.27 |
| Taping, Paperhanging..... | \$ 26.64 | 13.27 |

PAIN1292-002 09/01/2016

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,

RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

|   | Rates    | Fringes |
|---|----------|---------|
| Painters:   |          |         |
| Bridges, Stacks & Tanks.....  | \$ 30.85 | 11.64   |
| Brush & Roller.....   | \$ 25.35 | 11.64   |
| Spray & Abrasive Blasting;<br>Waterblasting (over 5000<br>PSI)..... | \$ 28.95 | 11.64   |

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

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 PAIN1292-003 09/01/2017

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

|   | Rates    | Fringes |
|---|----------|---------|
| Painters:   |          |         |
| Bridges, Stacks & Tanks.....  | \$ 31.05 | 12.74   |
| Brush & Roller.....   | \$ 25.70 | 12.74   |
| Spray & Abrasive Blasting;<br>Waterblasting (Over 5000<br>PSI)..... | \$ 28.70 | 12.74   |

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

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 \* PAIN2012-001 04/01/2020

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

|                     | Rates    | Fringes |
|---------------------|----------|---------|
| Painters:           |          |         |
| Brush & Roller..... | \$ 32.91 | 17.86   |
| Sandblaster.....    | \$ 34.41 | 17.86   |
| Steeplejack.....    | \$ 37.98 | 17.86   |

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 PLAS0518-006 03/01/2020

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

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 24.44 | 12.11   |

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 PLAS0518-007 04/01/2020

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

COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Cement Masons:.....     | \$ 32.72 | 18.30   |
| -----                   |          |         |
| PLAS0518-011 04/01/2019 |          |         |

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

|                                   | Rates    | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 32.00 | 20.13   |
| -----                             |          |         |
| PLAS0527-001 04/01/2018           |          |         |

|  | Rates    | Fringes |
|--|----------|---------|
| CEMENT MASON<br>FRANKLIN, LINCOLN AND<br>WARREN COUNTIES.....              | \$ 30.74 | 18.07   |
| JEFFERSON, ST. CHARLES<br>COUNTIES AND ST. LOUIS<br>(City and County)..... | \$ 32.66 | 18.62   |
| -----  |          |         |
| PLAS0527-004 06/01/2017  |          |         |

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CEMENT MASON.....       | \$ 28.10 | 18.07   |
| -----                   |          |         |
| PLAS0908-001 05/01/2017 |          |         |

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CEMENT MASON.....       | \$ 27.60 | 15.73   |
| -----                   |          |         |
| PLAS0908-005 05/01/2017 |          |         |

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CEMENT MASON.....       | \$ 27.60 | 15.73   |
| -----                   |          |         |
| PLUM0008-003 06/01/2020 |          |         |

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Plumbers.....           | \$ 48.03 | 22.84   |
| -----                   |          |         |
| PLUM0008-017 06/01/2020 |          |         |

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE AND VERNON COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Plumbers.....           | \$ 48.03 | 22.84   |
| -----                   |          |         |
| PLUM0045-003 08/01/2020 |          |         |

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

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 38.75 | 24.15   |
| -----                         |          |         |
| PLUM0178-003 11/01/2020       |          |         |

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

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 32.60 | 15.12   |
| -----                         |          |         |
| PLUM0178-006 11/01/2020       |          |         |

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters      |          |         |
| Projects \$750,000 & under... | \$ 29.63 | 15.22   |
| Projects over \$750,000.....  | \$ 32.60 | 15.12   |
| -----                         |          |         |
| PLUM0533-004 06/01/2020       |          |         |

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| Pipefitters.....        | \$ 48.53 | 22.55   |
| -----                   |          |         |
| PLUM0562-004 07/01/2020 |          |         |

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH,

REYNOLDS, RIPLEY, ST. CHARLES, ST.FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON,AND WAYNE COUNTIES.

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Plumbers and Pipefitters   |          |         |
| Mechanical Contracts       |          |         |
| including all piping and   |          |         |
| temperature control work   |          |         |
| \$7.0 million & under..... | \$ 41.66 | 21.49   |
| Mechanical Contracts       |          |         |
| including all piping and   |          |         |
| temperature control work   |          |         |
| over \$7.0 million.....    | \$ 43.60 | 27.85   |

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PLUM0562-016 07/01/2020

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

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Plumbers                   |          |         |
| Mechanical Contracts       |          |         |
| including all piping and   |          |         |
| temperature control work   |          |         |
| \$7.0 million & under..... | \$ 40.41 | 21.49   |
| Mechanical Contracts       |          |         |
| including all piping and   |          |         |
| temperature control work   |          |         |
| over \$7.0 million.....    | \$ 43.60 | 27.85   |

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TEAM0013-001 05/01/2019

|   | Rates    | Fringes |
|---|----------|---------|
| Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES) |          |         |
| GROUP 1.....  | \$ 30.34 | 13.75   |
| GROUP 2.....  | \$ 30.49 | 13.75   |
| GROUP 3.....  | \$ 30.61 | 13.75   |
| GROUP 4.....  | \$ 30.50 | 13.75   |

|   |          |       |
|---|----------|-------|
| Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES) |          |       |
| GROUP 1.....  | \$ 31.07 | 13.75 |
| GROUP 2.....  | \$ 31.22 | 13.75 |

|  |          |       |
|--|----------|-------|
| GROUP 3.....   | \$ 31.34 | 13.75 |
| GROUP 4.....   | \$ 31.23 | 13.75 |
| Truck drivers (FRANKLIN,<br>JEFFERSON and ST. CHARLES<br>COUNTIES) |          |       |
| GROUP 1.....   | \$ 33.43 | 13.75 |
| GROUP 2.....   | \$ 33.58 | 13.75 |
| GROUP 3.....   | \$ 33.65 | 13.75 |
| GROUP 4.....   | \$ 33.54 | 13.75 |
| Truck drivers (LINCOLN and<br>WARREN COUNTIES)                     |          |       |
| GROUP 1.....   | \$ 32.08 | 13.75 |
| GROUP 2.....   | \$ 33.23 | 13.75 |
| GROUP 3.....   | \$ 32.30 | 13.75 |
| GROUP 4.....   | \$ 32.19 | 13.75 |

TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

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TEAM0056-001 05/01/2020

Rates Fringes

|   |          |       |
|---|----------|-------|
| Truck drivers (ANDREW,<br>BARTON, BATES, BENTON,<br>CALDWELL, CAMDEN, CARROLL,<br>CEDAR, CHARITON, CHRISTIAN,<br>CLINTON, COOPER, DADE,<br>DALLAS, DAVIESS, DEKALB,<br>DOUGLAS, GREENE, HENRY,<br>HICKORY, HOWARD, JASPER,<br>LACLEDE, LAWRENCE, LINN,<br>LIVINGSTON, MONITEAU, MORGAN,<br>NEWTON, PETTIS, POLK,<br>RANDOLPH, ST. CLAIR, SALINE,<br>VERNON, WEBSTER AND WRIGHT<br>COUNTIES) |          |       |
| GROUP 1.....  | \$ 31.37 | 14.25 |
| GROUP 2.....  | \$ 31.53 | 14.25 |
| GROUP 3.....  | \$ 31.52 | 14.25 |
| GROUP 4.....  | \$ 31.64 | 14.25 |
| Truck drivers: (ATCHISON,<br>BARRY, GENTRY, GRUNDY,<br>HARRISON, HOLT, MCDONALD,<br>MERCER, NODAWAY, OZARK,<br>STONE, SULLIVAN, TANEY AND<br>WORTH COUNTIES)  |          |       |
| GROUP 1.....  | \$ 30.64 | 14.25 |
| GROUP 2.....  | \$ 30.80 | 14.25 |

|   |          |       |
|---|----------|-------|
| GROUP 3.....  | \$ 30.79 | 14.25 |
| GROUP 4.....  | \$ 30.91 | 14.25 |
| Truck drivers; (BUCHANAN,<br>JOHNSON AND LAFAYETTE<br>COUNTIES) |          |       |
| GROUP 1.....  | \$ 32.58 | 14.25 |
| GROUP 2.....  | \$ 32.69 | 14.25 |
| GROUP 3.....  | \$ 32.73 | 14.25 |
| GROUP 4.....  | \$ 32.80 | 14.25 |

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Agitator and transit mix-trucks.

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

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

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TEAM0245-001 03/26/2012

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

Rates Fringes

|                         |          |      |
|-------------------------|----------|------|
| Truck drivers:          |          |      |
| Traffic Control Service |          |      |
| Driver.....             | \$ 20.45 | 0.00 |

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

-----  
TEAM0541-001 04/01/2020

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates Fringes

|                |          |       |
|----------------|----------|-------|
| Truck drivers: |          |       |
| GROUP 1.....   | \$ 33.36 | 16.25 |
| GROUP 2.....   | \$ 32.79 | 16.25 |
| GROUP 3.....   | \$ 32.27 | 16.25 |

TRUCK DRIVERS CLASSIFICATIONS

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

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks,

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

GROUP 3: Oilers and Greasers - Field

-----  
TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

Rates Fringes

Truck drivers:

|              |          |               |
|--------------|----------|---------------|
| GROUP 1..... | \$ 33.30 | 13.79+a+b+c+d |
| GROUP 2..... | \$ 33.50 | 13.79+a+b+c+d |
| GROUP 3..... | \$ 33.60 | 13.79+a+b+c+d |

- a. PENSION: 5/1/2012 - \$182.20 per week.
- b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

- GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less
- GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors
- GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

- c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day
- d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has

completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

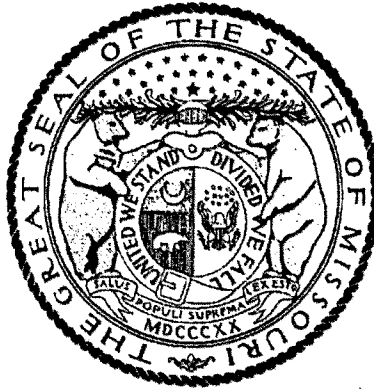
=====

END OF GENERAL DECISION"

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 27

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

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2020**

Last Date Objections May Be Filed: **April 9, 2020**

| OCCUPATIONAL TITLE           | **Prevailing Hourly Rate |
|------------------------------|--------------------------|
| Asbestos Worker              | \$55.81                  |
| Boilermaker                  | *\$25.41                 |
| <b>Bricklayer</b>            | <b>\$49.76</b>           |
| <b>Carpenter</b>             | <b>\$44.85</b>           |
| Lather                       |                          |
| Linoleum Layer               |                          |
| Millwright                   |                          |
| Pile Driver                  |                          |
| Cement Mason                 | \$40.96                  |
| Plasterer                    |                          |
| Communications Technician    | \$51.38                  |
| Electrician (Inside Wireman) | \$51.47                  |
| Electrician Outside Lineman  | \$72.83                  |
| Lineman Operator             |                          |
| Lineman - Tree Trimmer       |                          |
| Groundman                    |                          |
| Groundman - Tree Trimmer     |                          |
| Elevator Constructor         | *\$25.41                 |
| Glazier                      | \$40.18                  |
| Ironworker                   | \$57.64                  |
| Laborer                      | \$38.62                  |
| General Laborer              |                          |
| First Semi-Skilled           |                          |
| Second Semi-Skilled          |                          |
| Mason                        | \$47.00                  |
| Marble Mason                 |                          |
| Marble Finisher              |                          |
| Terrazzo Worker              |                          |
| Terrazzo Finisher            |                          |
| Tile Setter                  |                          |
| Tile Finisher                |                          |
| Operating Engineer           | \$59.56                  |
| Group I                      |                          |
| Group II                     |                          |
| Group III                    |                          |
| Group III-A                  |                          |
| Group IV                     |                          |
| Group V                      |                          |
| Painter                      | \$37.81                  |
| <b>Plumber</b>               | <b>\$58.66</b>           |
| Pipe Fitter                  |                          |
| Roofer                       | \$49.04                  |
| <b>Sheet Metal Worker</b>    | <b>\$52.79</b>           |
| Sprinkler Fitter             | \$45.47                  |
| Truck Driver                 | \$40.05                  |
| Truck Control Service Driver |                          |
| Group I                      |                          |
| Group II                     |                          |
| Group III                    |                          |
| Group IV                     |                          |

\*The Division of Labor Standards received less 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.

| OCCUPATIONAL TITLE                   | **Prevailing Hourly Rate |
|--------------------------------------|--------------------------|
| <b>Carpenter</b>                     | <b>\$52.42</b>           |
| Millwright                           |                          |
| Pile Driver                          |                          |
| <b>Electrician (Outside Lineman)</b> | <b>\$72.83</b>           |
| Lineman Operator                     |                          |
| Lineman - Tree Trimmer               |                          |
| Groundman                            |                          |
| Groundman - Tree Trimmer             |                          |
| <b>Laborer</b>                       | <b>\$44.45</b>           |
| General Laborer                      |                          |
| Skilled Laborer                      |                          |
| <b>Operating Engineer</b>            | <b>\$56.64</b>           |
| Group I                              |                          |
| Group II                             |                          |
| Group III                            |                          |
| Group IV                             |                          |
| <b>Truck Driver</b>                  | <b>\$42.88</b>           |
| Truck Control Service Driver         |                          |
| Group I                              |                          |
| Group II                             |                          |
| Group III                            |                          |
| Group IV                             |                          |

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

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

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

\*The Division of Labor Standards received less than 1,000 reportable hours 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.



# DIVISION OF LABOR STANDARDS

## MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS MISSOURI PUBLIC WORKS PROJECTS PUBLIC BODY CHECK-OFF LIST

The Division of Labor Standards (DLS) is providing this check-off list to assist public entities in being compliant with Missouri's labor laws applicable to public construction projects. The Prevailing Wage Law requires that not less than the prevailing hourly rate of wages be paid to workers on all construction projects over \$75,000 total that are for the public use or benefit or that use public funds. Failure to comply with the Prevailing Wage Law may constitute a misdemeanor for the employer and for the public official that does not fulfill the responsibilities it imposes. The Construction Safety Training Act mandates that all employees working on the site of public works construction projects must have received safety training.

### I

#### Before Contract Is Let

- Before the contract is let, you must submit a Request for Wage Determination form (PW-3) to the DLS to obtain the annual wage order from their website [www.labor.mo.gov/DLS/PrevailingWage](http://www.labor.mo.gov/DLS/PrevailingWage) (Sections 290.250 and 290.325, RSMo).
- Attach the wage order obtained from DLS, and make it a part of, the specifications for the work to be performed under the contract (Section 290.250 and 290.325, RSMo).
- Create a contract which incorporates the following:
  - Insert a statement such as: "Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, shall be paid to all workers performing work under the contract." (Section 290.250, RSMo).
  - Insert a statement such as: "The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor." (Section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.
  - Insert a statement such as: "The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so."
  - Insert a statement such as: "The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training." (Section 292.675, RSMo).
- Before any work begins, you must send a **Prevailing Wage Project Notification – Contractor Information Notification** form (PW-2) to the DLS. Send it when the contract is awarded to ensure the DLS receives it timely (Section 290.262.9, RSMo, and 8 CSR 30-3.010[3]).
- Verify if a wage subsidy, bid supplement, or rebate was provided, and if so, if it was provided lawfully. The amount and date of such subsidy, supplement or rebate must be reported to the public body within 30 days of receipt of payment (Section 290.095, RSMo).

## II While Contract Is Being Performed

- Review records of wages paid to all workers employed on the contract to assure workers are paid properly (Section 290.290, RSMo). Records must be kept within the state by the contractor and each subcontractor for a period of one year following completion of the public works project. DLS provides a Contractor Payroll Records form (LS-57) for contractors and subcontractors to use to assure provision of the payroll information required (8 CSR 30-3.010[7]).
- If you are aware of any possible prevailing wage violation, you must report it to the DLS using the **Prevailing Wage Complaint** form (PW-6). A public body cannot make final payment until full compliance with the law has been achieved.
- A legible list of all prevailing wage rates **must remain** posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project. **Require** the notice to be posted during the entire time that any worker is employed on the job (Section 290.265, RSMo).

## III Before Contract Is Fully Paid

- Before final payment can be made, the general contractor and all subcontractors **must** file an **Affidavit of Compliance** form (PW-4) with the contracting public body. The affidavit must state the party has fully complied with the Missouri Prevailing Wage Law, and the public body must verify that the correct wages were paid. No payment can be legally made by the public body to the contractor(s) until the affidavit is filed in proper form and order with the public body (Section 290.290 and 290.325, RSMo).
- It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of section 290.210 to 290.340 committed in the course of the execution of the contract, and, when making payments to the contractor becoming due under the contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of section 290.210 to 290.340 (Section 290.250.1, RSMo).

Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work on a project, and in criminal fines of up to \$500 and up to six months imprisonment for each day there is a violation.

Missouri Department of Labor and Industrial Relations  
Division of Labor Standards  
Prevailing Wage Section  
P.O. Box 449  
Jefferson City, MO 65102-0449  
Phone: 573-751-3403  
Fax: 573-751-3721

Email: [prevailingwage@labor.mo.gov](mailto:prevailingwage@labor.mo.gov)

Website: [www.labor.mo.gov/DLS/prevailingwage/](http://www.labor.mo.gov/DLS/prevailingwage/)

*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.  
TDD/TTY: 800-735-2966 Relay Missouri: 711*



**DIVISION OF  
LABOR  
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS  
**REQUEST FOR WAGE DETERMINATION**

**PLEASE RETURN TO:** Division of Labor Standards  
Attn: Prevailing Wage Section  
P.O. Box 449  
Jefferson City, MO 65102-0449

Phone: 573-751-3403  
Fax: 573-751-3721  
Email: [prevailingwage@labor.mo.gov](mailto:prevailingwage@labor.mo.gov)  
Website: [www.labor.mo.gov/DLS/PrevailingWage/pwBodies](http://www.labor.mo.gov/DLS/PrevailingWage/pwBodies)

**REQUESTER INFORMATION**

I am requesting a wage determination according to Chapter 290 of the Missouri Prevailing Wage Law (sections 290.210 through 290.340 and 290.550 through 290.580 RSMo).

|   |       |                 |   |
|---|-------|-----------------|---|
| Name of Requester <i>(please print)</i> |       | Requester Title |   |
| Requester Organization                  |       |                 | Phone Number <i>(include Area Code)</i> |
| Mailing Address                         |       | Email Address   |   |
| City                                    | State | ZIP Code        |   |

**PUBLIC BODY INFORMATION**

|  |       |               |   |
|--|-------|---------------|---|
| Contact Person at Public Body                              |       |               |   |
| Official Name of the Public Body requesting the wage rates |       |               | Phone Number <i>(include Area Code)</i> |
| Street Address   |       | Email Address |   |
| City   | State | ZIP Code      |   |

**FUNDING INFORMATION**

Will the federal government or any of its agencies furnish loans or grants for any part of the funds used in your contracts?  
 Yes     No

If "Yes," will the federal government or any of its agencies also prescribe a schedule of Prevailing Wage Rates?  
 Yes     No

**COUNTY(IES) REQUESTED**

Please list county(ies) requested: \_\_\_\_\_  
*(for St. Louis, please specify "County" or "City")*

**ANNUAL WAGE ORDER**

The Annual Wage Order is accessible on the Division's website at [www.labor.mo.gov/DLS/PrevailingWage](http://www.labor.mo.gov/DLS/PrevailingWage).  
 Email address: \_\_\_\_\_

Requester Signature \_\_\_\_\_ Date of Request \_\_\_\_\_

*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.  
 TDD/TTY: 800-735-2966 Relay Missouri: 711*



**DIVISION OF  
LABOR  
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**PREVAILING WAGE  
PROJECT NOTIFICATION –  
CONTRACTOR INFORMATION**

New  Update

The information below is requested pursuant to Sections 290.210 through 290.340, RSMo.

|   |  |  |  |
|---|--|--|--|
| 1. Date of Notification   |  | 2. Annual Wage Order Number Included in Bid Specifications   |  |
| 3. Popular or Descriptive Name of Project   |  |  |  |
| 4. Estimated Project Cost of Completion <i>(total construction contracts to be awarded)</i> |  | \$   |  |
| 5. Exact Location of Project <u>County</u>  |  | <u>City</u>  |  |
| 6. Official Name of Public Body or Agency   |  |  |  |
| 7. Name of Contact Person   |  | 8. Phone Number <i>(include area code)</i>   |  |
| 9. Address  |  |  |  |
| 10. Email Address   |  | Website  |  |
| 11. Contract Award Date   | 12. Estimated Date of Project Completion | 13. Will There Be Any Federal Funds Used in this Contract?<br><input type="checkbox"/> Yes <input type="checkbox"/> No |  |

**14. Contractor Information Notification**

General Contractor: Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
 Type of Craftsmen Needed by Project \_\_\_\_\_  
 Scope of Work \_\_\_\_\_

List all Subcontractors:

1. Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
 Type of Craftsmen Needed by Project \_\_\_\_\_  
 Scope of Work \_\_\_\_\_

2. Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
 Type of Craftsmen Needed by Project \_\_\_\_\_  
 Scope of Work \_\_\_\_\_

3. Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
 Type of Craftsmen Needed by Project \_\_\_\_\_  
 Scope of Work \_\_\_\_\_

(Subcontractors continued)

4. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Type of Craftsmen Needed by Project \_\_\_\_\_  
Scope of Work \_\_\_\_\_

5. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Type of Craftsmen Needed by Project \_\_\_\_\_  
Scope of Work \_\_\_\_\_

6. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Type of Craftsmen Needed by Project \_\_\_\_\_  
Scope of Work \_\_\_\_\_

7. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Type of Craftsmen Needed by Project \_\_\_\_\_  
Scope of Work \_\_\_\_\_

8. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Type of Craftsmen Needed by Project \_\_\_\_\_  
Scope of Work \_\_\_\_\_

9. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_  
Type of Craftsmen Needed by Project \_\_\_\_\_  
Scope of Work \_\_\_\_\_

The state of Missouri requires workers on public works projects be paid the prevailing wage. Public bodies have duties as required under Section 290.210 - 290.340, RSMo.

Mail, Fax, or Email completed form to: DIVISION OF LABOR STANDARDS  
Attn: Prevailing Wage Section  
P.O. Box 449, Jefferson City, MO 65102-0449  
Phone: 573-751-3403 Fax: 573-751-3721  
Email: [prevailingwage@labor.mo.gov](mailto:prevailingwage@labor.mo.gov)  
Website: [www.labor.mo.gov/DLS](http://www.labor.mo.gov/DLS)

**SUBMIT**

*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.  
TDD/TTY: 800-735-2966 Relay Missouri: 711*



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS

**INSTRUCTION SHEET FOR LS-57  
(CONTRACTOR PAYROLL RECORDS)**

P.O. Box 449  
Jefferson City, MO 65102-0449  
Phone: 573-751-3403  
Fax: 573-751-3721

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address and noted information.

**Name of Public Body:** Name of public entity for which work is being performed or who issued contract.

**Address:** Address of public entity.

**Payroll No.:** Begin with payroll No. 1.

Payroll reports must be submitted each week. If work was not performed in specified week, note "No Work".

**For Week Ending:** List the workweek ending date.

**AWO:** Indicate Annual Wage Order Number.

**Project and Location:** Name of Project/Project Location.

**Project or Contract No.:** Indicate Project Number or Contract Number.

- 1. Name and Address of Employee:** List workers that worked on project for the listed week. Enter each worker's full name and address on weekly payroll. **Both the name and address must be listed.**
- 2. Occupational Title:** List the occupational title of each worker. A worker may perform work under different occupational titles. The employer must keep accurate records showing the breakdown of hours worked for each occupational title. For a list of occupational titles, visit <http://www.sos.mo.gov/adrules/csr/current/8csr/8c30-3.pdf>.
- 3. Day and Date:** List day of week in the top row (Su – M – Tu – W – Th – F – Sa), begin with the first day of the pay period. List calendar date in the bottom row (1, 2, 3, 4, 5, 6, 7...).
- Hours worked:** Record number of hours worked per day.  
Straight Time (ST), Overtime (OT), Double Time (DT), if applicable.
- 4. Total Hours:** Total hours worked for the listed week on this project.
- 5. Hourly Rate of Pay:** List the actual hourly rate paid for straight time worked. When overtime is worked, show the overtime hourly rate paid in the "Overtime" box for each worker.
- 6. Gross Amount Earned:** TOP CORNER – Project gross amount earned this pay period, on this project for the listed week. LOWER CORNER – Week total gross amount earned during week for work on all projects. If part of a worker's weekly wage was earned on projects other than the project described on given payroll, then the gross amount earned is gross earned for the week on all projects (example:

"\$163/\$420" would reflect a worker who earned \$163 on a public works construction project and a total of \$420 from all work performed for the listed week, including the public works project).

7. **Deductions:** Complete all required deductions. List any additional deductions in the "Other" column. Add all deductions, and place total in the "Total Deductions" column. On page 2 of the form, describe the deduction(s) contained in the "Other" columns in the space provided. If an individual worked on other jobs in addition to this project, show actual deductions from the weekly gross wage.
8. **Net Wages Paid for Week:** Net wages paid for the listed week on all projects. This is the take-home amount for the week.

### **Page Two (Back of Form)**

**Required Statement:** An authorized agent of the contractor or subcontractor must complete and sign the "statement of compliance." The entry of any false information in this form will result in the agent and the contractor or subcontractor being subject to criminal prosecution and penalties under §§ 290.340, 575.050, 575.060, and 575.080, RSMo.



**DIVISION OF  
LABOR  
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**CONTRACTOR PAYROLL RECORDS**  
 (See Sections 290.210 to 290.340, RSMo and 8 CSR 30-3.010 to 8 CSR 30-3.060)

|                                 |                           |                         |                       |   |  |                |                |                           |               |                     |                                   |                            |
|---------------------------------|---------------------------|-------------------------|-----------------------|---|--|----------------|----------------|---------------------------|---------------|---------------------|-----------------------------------|----------------------------|
| Name of Contractor              |                           | Subcontractor           |                       | Address of Contractor or Subcontractor: |  | State:         |                | ZIP:                      |               | Phone Number: ( ) - |                                   |                            |
| Name of Public Body             |                           | Address of Public Body: |                       | City:                                   |  | State:         |                | ZIP:                      |               | Phone Number: ( ) - |                                   |                            |
| Payroll No.                     | For Week Ending / /       | AWO                     | Project and Location  |   |  |                |                |                           |               |                     |                                   |                            |
| 1. Name and Address of Employee | 2. Occupational Title *** |                         | 3. Day and Date       |   |  | 4. Total Hours | 5. Hourly Rate | 6. Gross Amt/Project Week | 7. Deductions |                     |                                   | 8. Net Wages Paid for Week |
|                                 |                           |                         | Day                   |   |  |                |                |                           |               | FICA and Medicare   | Federal and State Withholding Tax |                            |
|                                 |                           |                         | Hours Worked Each Day |   |  | 0              |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | DT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | OT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | ST                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | DT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | OT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | ST                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | DT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | OT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | ST                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | DT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | OT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | ST                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | DT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | OT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | ST                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | DT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | OT                    |   |  |                |                |                           |               |                     |                                   |                            |
|                                 |                           |                         | ST                    |   |  |                |                |                           |               |                     |                                   |                            |

\*\*\* If a worker performs work in more than one occupational title, you must separately list the hours worked per occupational title and wage rates. \*\*\*

**FRINGE BENEFITS**

In addition to the basic rates paid to each laborer or mechanic on the payroll, payments have been or will be made to appropriate programs for the benefit of these employees as shown in the following chart below. If fringe benefit amounts paid are the same for all employees, you may list the amount of each such identical fringe payment only once in the appropriate column; if the fringe benefit amounts vary by employee, list each employee's name and set out the amounts paid on behalf of each employee for each fringe benefit.

| Employee Name | Health and Welfare (\$/hr) | Pension (\$/hr) | Vacation (\$/hr) | Holiday (\$/hr) | Apprentice Training (\$/hr) | Other C (\$/hr) | Other D (\$/hr) | Total (\$/hr) | If "Other/Deduction" or Fringes, please explain. (Indicate Other A, B, C or D) | Identify by name, the plan, fund, or programs to which fringe benefits are paid. (Indicate H&W, Pension, etc.) |
|---------------|----------------------------|-----------------|------------------|-----------------|-----------------------------|-----------------|-----------------|---------------|--|--|
|               |                            |                 |                  |                 |                             |                 |                 | 0             |  |  |
|               |                            |                 |                  |                 |                             |                 |                 | 0             |  |  |
|               |                            |                 |                  |                 |                             |                 |                 | 0             |  |  |
|               |                            |                 |                  |                 |                             |                 |                 | 0             |  |  |
|               |                            |                 |                  |                 |                             |                 |                 | 0             |  |  |
|               |                            |                 |                  |                 |                             |                 |                 | 0             |  |  |
|               |                            |                 |                  |                 |                             |                 |                 | 0             |  |  |
|               |                            |                 |                  |                 |                             |                 |                 | 0             |  |  |
|               |                            |                 |                  |                 |                             |                 |                 | 0             |  |  |
|               |                            |                 |                  |                 |                             |                 |                 | 0             |  |  |

Date: \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party), \_\_\_\_\_ (Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) on the full weekly wages stated above, that no rebates have been or will be made either directly or indirectly to or on behalf of \_\_\_\_\_ all persons employed on said project have been paid the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than legally permissible deductions, that full and accurate records clearly indicating the names, occupations, and crafts of every worker employed by them in connection with the public work together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed and deduction made for each worker have been prepared, that these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage order incorporated into the contract; that the occupational title set forth herein for each laborer or mechanic conform with the work performed.

Name and Title

Signature

The falsification of any of the above statements may subject the contractor or subcontractor to criminal prosecution. See Sections 290.340, 570.090, 575.050, and 575.060, RSMo.

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.  
TDD/TTY: 800-735-2966 Relay Missouri: 711



**DIVISION OF  
LABOR  
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**AFFIDAVIT  
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, \_\_\_\_\_, upon being duly sworn upon my oath state that: (1) I am the  
*(Name)*

\_\_\_\_\_ of \_\_\_\_\_; (2) all requirements of  
*(Title)* *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on \_\_\_\_\_;  
*(Name of Project)*

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. \_\_\_\_\_ Section \_\_\_\_\_ issued by the Missouri Division of Labor Standards and applicable to this project located in \_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
Receipt by Authorized Public Representative



**DIVISION OF  
LABOR  
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**CONTRACTOR'S WAGE SURVEY**

**PROJECT INFORMATION**

|  |   |
|--|---|
| Contractor's Name, Address, and Phone Number<br><br>_____<br>_____<br>_____        | Project Name:<br><br>_____<br>County _____<br>Description _____<br>Type of Construction: <input type="checkbox"/> Building <input type="checkbox"/> Heavy and Highway |
| Dates of Work Reported Below<br>Beginning _____ Ending _____<br>____ / ____ / ____ | Email _____ Website _____   |

| Occupational Title(s) | Total Hours | Basic Hourly Rate | Hourly Fringe Benefits Payments |         |          |          |        |         |       |
|-----------------------|-------------|-------------------|---------------------------------|---------|----------|----------|--------|---------|-------|
|                       |             |                   | H & W                           | Pension | Vacation | App. Tr. | Suppl. | Holiday | Other |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |
|                       |             |                   |                                 |         |          |          |        |         |       |

*The Contractor's Wage Survey must be submitted to the Division of Labor Standards by January 31.*

**Certification**

I am the Contractor for the above-named project. To the best of my knowledge, information and belief, I hereby certify that the number of hours, basic hourly rate, and fringe benefit payments listed above are true and correct and that the type of work performed by the number of employees identified above, relative to the Occupational Title(s) reported, is consistent with 8 CSR 30-3.060. I further recognize that any false statement or declaration made herein is punishable under Sections 290.340, 570.090, 575.050, and 575.060, RSMo.

Date \_\_\_\_\_  
 Signature /S/ \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_

Email completed form to: [prevailingwage@labor.mo.gov](mailto:prevailingwage@labor.mo.gov)  
 Or  
 Mail or fax completed form to:  
 Missouri Department of Labor and Industrial Relations  
 DIVISION OF LABOR STANDARDS  
 Attn: Prevailing Wage Section  
 P.O. Box 449  
 Jefferson City, MO 65102-0449

Contact Information:  
 Phone: 573-751-3403  
 Fax: 573-751-3721  
 Email: [prevailingwage@labor.mo.gov](mailto:prevailingwage@labor.mo.gov)  
 Website: [www.labor.mo.gov/DLS](http://www.labor.mo.gov/DLS)

The Division of Labor Standards requests your participation in our Prevailing Wage Survey. Surveys are conducted throughout the year to determine the prevailing wages paid to construction workers in all Missouri counties and the city of St. Louis. Your responses to this survey are your opportunity to participate in establishing the state's prevailing wages.

Please complete the survey form on the other side according to the instructions given below. Complete all spaces on the form or indicate "Not Applicable" or "Not Available" where appropriate. You must complete the Project Information entirely for your survey to be accepted.

- 1) Indicate the dates when the work was performed.
- 2) Indicate the type of construction (See 8 CSR 30-3.040)
  - BUILDING – sheltered enclosure with walk-in access for the purpose of housing persons, machinery, equipment or supplies.
  - HEAVY AND HIGHWAY – antenna towers, channels, levees, pipe lines, sewers, etc.

Hours worked on residential construction (single family homes or apartment buildings of less than four stories) and general maintenance should not be reported on this survey. Accordingly, wage data for ALL commercial construction SHOULD be reported.

- 3) Provide the project information for each project you are reporting. If you require additional forms, visit [www.labor.mo.gov/DLS/forms/LS-04-AI.pdf](http://www.labor.mo.gov/DLS/forms/LS-04-AI.pdf).
- 4) Please report only wages and fringe benefits paid for actual hours worked. We cannot accept wage information that is estimated or averaged.
- 5) Report hours worked in each occupational title. This must be consistent with the occupational titles identified in 8 CSR 30-3.060 (i.e., carpenter, plumber, electrician (inside wireman), operating engineer Group I, etc.). Multiple hourly rates paid to workers require a separate line for each occupational title and rate.

Wage rates should be reported only for journeyman workers. Do not include wages paid to apprentice workers. Supervisors that are working foremen (those working with the tools) may be reported at the journeyman rate for the hours that they are working with the tools, but only if they are receiving wages higher than the journeyman rate.

- 6) In the space provided, include the printed name, title, and signature of the person preparing this report. By typing your name in the signature block you are certifying that the information you have provided is true and correct to the best of your knowledge.

Thank you for participating in this wage survey. We encourage you to continue to participate by periodically submitting additional reports. If you have any questions or suggestions, please contact us at 573-751-3403 or [prevailingwage@labor.mo.gov](mailto:prevailingwage@labor.mo.gov).



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
DIVISION OF LABOR STANDARDS

### PREVAILING WAGE COMPLAINT FORM

For Workers on Public Works Projects  
Sections 290.210-290.340, RSMo

Send completed form to:  
Division of Labor Standards  
Attn: Prevailing Wage Program  
P.O. Box 449, Jefferson City, MO 65102-0449  
Phone: 573-751-3403 Fax: 573-751-3721  
E-mail: [prevailingwage@labor.mo.gov](mailto:prevailingwage@labor.mo.gov)  
[www.labor.mo.gov/DLS/PrevailingWage](http://www.labor.mo.gov/DLS/PrevailingWage)

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Daytime Phone No. \_\_\_\_\_ Alternate Phone No. \_\_\_\_\_

E-mail Address \_\_\_\_\_

#### Type of Complaint *(Please check all appropriate boxes.)*

- Underpayment of wages
- Incorrect occupational title of workers for type of work performed
- Underpayment of fringe benefits *(please identify fringes below)*
  - Health and Welfare     Pension     Vacation
  - Other \_\_\_\_\_
- Failure to pay any fringe benefits
- No wage determination issued for project
- Failure to post wage determination
- Failure to report wage subsidy, bid supplement or rebate
- Failure to complete construction safety training pursuant to Section 292.675

#### PROJECT IDENTIFICATION – Complaint Against

Name of Contractor (Employer) \_\_\_\_\_

Address \_\_\_\_\_

Name of Business as Shown on Payroll Check \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_ County \_\_\_\_\_

Phone No.(s) \_\_\_\_\_

General (Prime) Contractor \_\_\_\_\_  Subcontractor \_\_\_\_\_

Are you currently employed by this contractor?     Yes     No

If not, have you ever been employed by this contractor?     Yes     No

Period employed on this project (month, day, year) From: \_\_\_\_\_ To: \_\_\_\_\_

Type of project:     Building     Heavy/Highway

Project Name \_\_\_\_\_

Project Location \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_

Contracting Public Body (who is this job for)? \_\_\_\_\_

Pursuant to §290.290, RSMo, contractors and subcontractors that have engaged in the construction of public works are required to keep their records for one year from the completion of the project.

Is project completed?     Yes     No    If Yes, when? \_\_\_\_\_





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# Rules of Department of Labor and Industrial Relations

## Division 30—Division of Labor Standards Chapter 3—Prevailing Wage Law Rules

| Title          | Page  |
|----------------|---|
| 8 CSR 30-3.010 | Applicable Wage Rates for Public Works Projects . . . . . 3 |
| 8 CSR 30-3.020 | Definitions . . . . . 4                                     |
| 8 CSR 30-3.030 | Apprentices and Entry-Level Workers . . . . . 4             |
| 8 CSR 30-3.040 | Classifications of Construction Work . . . . . 5            |
| 8 CSR 30-3.050 | Posting of Prevailing Wage Rates . . . . . 5                |
| 8 CSR 30-3.060 | Occupational Titles of Work Descriptions . . . . . 5        |



**Title 8—DEPARTMENT OF  
LABOR AND  
INDUSTRIAL RELATIONS**

**Division 30—Division of  
Labor Standards  
Chapter 3—Prevailing Wage Law Rules**

**8 CSR 30-3.010 Applicable Wage Rates for  
Public Works Projects**

*PURPOSE: This rule sets forth applicable wage requirements relative to work performed by workers on public funded projects.*

- (1) All public bodies of Missouri, before advertising for bids or undertaking construction work, must obtain from the department an annual wage order which sets forth the applicable hourly rate of wages (the prevailing wage or the public works contracting minimum wage as provided in section 290.257) in the locality. The rates so determined shall be incorporated in the contract specifications and made a part of those specifications, except that construction contracts of the State Highway and Transportation Commission need not list specific wage rates to apply, but may refer to the wage rates contained in the appropriate General Wage Orders issued by the department, as applicable.
- (2) Request for annual wage orders shall be initiated at least ten (10) calendar days before advertisement of the specifications for the contract for which the determination is sought. An exception from this provision will be made by the department only upon a proper showing of extenuating circumstances. The department has prepared and printed Form No. PW-3 for use in making a request. The form may be secured by writing Division of Labor Standards, PO Box 449, Jefferson City, MO 65102 or by visiting the following website: [https://labor.mo.gov/sites/labor/files/pubs\\_fm/PW-3-AI.pdf](https://labor.mo.gov/sites/labor/files/pubs_fm/PW-3-AI.pdf).
- (3) A project notification form PW-2 must be filed for each separate project by the public body, except the State Highways and Transportation Commission, which will be furnished prevailing wage determinations under General Wage Orders.
- (4) The annual wage order issued by the department contains the current applicable wage rates in the locality at the time the annual wage order is issued. Hours worked during the calendar year are used to set the prevailing wage rates in the annual wage order issued in March of the following year. The department will consider hours submitted for use in its initial determination of the prevailing wage rates to be included in a particular year's wage order only if those hours are

received from a contractor, by either paper submission on a form provided by the department or in electronic format, no later than January 31 of that year. Handwritten submissions will not be accepted. For purposes of submitting reportable hours, the term "contractor" shall include a "subcontractor." The department will not include the following hours in the calculation of the annual wage order:

- (A) Hours not readily identifiable as being submitted by a contractor;
- (B) Hours worked by federally-registered apprentices or entry-level workers;
- (C) Hours worked on residential construction projects.

(5) Section 290.262.8, RSMo, provides that the annual wage order for a particular occupational title may be altered once each year with an incremental increase. A public body shall specify in the call for bids for each contract the applicable hourly rate of wages in the locality for each type of worker as set forth in the annual wage order or any replacement page(s) identifying the annual incremental increase issued by the department for the prevailing hourly rate of wages. The wage rates attached to, and made a part of, the call for bids for a contract shall remain in effect for the duration of that particular contract.

(6) It should be understood by all interested parties that the certified applicable wage rates determined by the department are minimum wage rates. The contractor may not pay less than the applicable wage rates determined by the department for the project or contract awarded to him/her as set forth in the proposal on which s/he submitted his/her bid. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

(7) Each month the successful bid contractors shall submit certified copies of their current payrolls to the contracting public body. The public body, upon receipt of the payrolls on a project, shall keep the payrolls on file for a period of one (1) year from the date of submission of the final payrolls by the contractor. Payroll records shall set out accurately and completely, for each individual, the following information which shall be specifically recorded by occupational title classification and type of worker (journeyman, entry-level worker, or federally-registered apprentice): name and address of each worker, rate of pay, daily and weekly number of hours worked, deduction made, and actual wages paid. The payroll records shall be available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

(8) The public body shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the law. In connection with those examinations, particular attention should be given to the correctness of classifications and any disproportionate employment of any workers. The examinations shall be of a frequency that may be necessary to assure conformity with the provisions of the law. An examination shall be made after the project has been substantially completed but prior to the acceptance of the affidavit as required by section 290.290, RSMo. If any violation of sections 290.210–290.580, RSMo, is discovered by the inspecting public body, it is their duty under section 290.250, RSMo, to withhold and retain from payments to the contractor all sums and amounts due and owing as a result of any violation. Any violation shall be immediately reported to the Division of Labor Standards at PO Box 449, Jefferson City, MO 65102 or by telephone or electronically.

*AUTHORITY: section 290.240.2, RSMo Supp. 2018.\* Original rule filed Dec. 18, 1975, effective Dec. 28, 1975. Amended: Filed July 24, 1984, effective Nov. 11, 1984. Amended: Filed Aug. 24, 1990, effective April 29, 1991. Emergency amendment filed Sept. 15, 1994, effective Sept. 25, 1994, expired Jan. 13, 1995. Emergency amendment filed Dec. 9, 1994, effective Jan. 14, 1995, expired May 13, 1995. Emergency amendment filed May 1, 1995, effective May 14, 1995, expired Sept. 10, 1995. Amended: Filed May 1, 1995, effective Aug. 30, 1995. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Amended: Filed March 27, 2000, effective Oct. 30, 2000. Amended: Filed Nov. 9, 2000, effective May 30, 2001. Emergency amendment filed Nov. 10, 2015, effective Nov. 20, 2015, expired May 17, 2016. Amended: Filed Nov. 10, 2015, effective April 30, 2016. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

*\*Original authority: 290.240, RSMo 1957, amended 1969, 2018.*

*Woodman Engineering Company v. Butler, 442 SW2d 83 (Mo. App. 1969). The function of reviewing court in prevailing wage cases is to decide if the determination of the commission was authorized by law and was supported by competent and substantial evidence upon the whole record. A decision clearly contrary to the evidence should be set aside. However, all pertinent evidence and factors must be considered in determining the applicable prevailing wage.*



*City of Joplin v. Industrial Commission of Missouri*, 329 SW2d 687 (Mo. En Banc 1959). Administrative agencies do not have authority to determine constitutionality of legislation. Determination of prevailing wage earnings by commission must be based upon all current relevant factors.

#### 8 CSR 30-3.020 Definitions

**PURPOSE:** This rule sets forth the definition of certain terms for purposes of issuance and use of annual and general wage orders under the Prevailing Wage Law, sections 290.210–290.580, RSMo and the rules in this chapter.

(1) The term construction of public works generally includes construction activity as distinguished from manufacturing, furnishing of materials or servicing and maintenance work. The term includes, without limitation, the construction of buildings, structures and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment is not construction of public works within the meaning of the Prevailing Wage Law unless conducted in connection with and at the site of construction. The term construction of public works also means all work done in the construction or development of a public works project, including without limitation, altering, remodeling, demolishing existing structures, installation on the site of the construction of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the site of the construction by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the construction by persons employed by the contractor or subcontractor.

(2) The term site of the building or construction job means the physical place(s) where the public works are to be constructed, and also means other adjacent or nearby property used by the contractor or subcontractor in that construction which can reasonably be said to be included in the site. Except as otherwise provided in this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards and the like, are part of the site of the building or con-

struction job provided they are dedicated in a substantial degree to the performance of the public works project, and are so located in proximity to the actual construction location that it would be reasonable to include them. The dedication of seventy-five percent (75%) or more of the output of a fabrication plant, batch plant and the like, to the public works project raises a rebuttable presumption that the facility is part of the site of the building or construction job. The presumption may be rebutted by evidence showing that the facility was established for other legitimate commercial purposes that make the facility useful well after the public works project has been completed. Not included in the site of the building or construction job are permanent home offices, branch plant establishments, fabrication plants and tool yards of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular public works project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards and the like, of a commercial supplier or materialman which are established by a supplier of materials for the project before opening of bids and not on the project site are not included in the site of the building or construction job. The permanent, previously established facilities are not a part of the site of the building or construction job, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a public works project.

**AUTHORITY:** section 290.240, RSMo 1994. \* Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996.

\*Original authority: 290.240, RSMo 1957, amended 1959.

#### 8 CSR 30-3.030 Apprentices and Entry-Level Workers

**PURPOSE:** This rule sets forth the requirements for the payment of wages to apprentices and entry-level workers employed on public works subject to the Prevailing Wage Law.

**PUBLISHER'S NOTE:** The secretary of state has determined that the publication of the entire text of the material which is incorporated by reference as a portion of this rule would be unduly cumbersome or expensive. This material as incorporated by reference in this rule shall be maintained by the agency at its headquarters and shall be made available to the public for inspection and copying at no more than the actual cost of reproduction. This note applies only to the reference mate-

rial. The entire text of the rule is printed here.

(1) Journeymen's rate of pay shall be paid to all workers employed on public works construction except entry-level workers or apprentices registered and participating in apprentice programs registered with the United States Department of Labor, Employment and Training Administration; and apprentices registered and participating in programs certified by the Secretary of the United States Department of Transportation as promoting equal opportunity in connection with federal-aid highway construction programs. Such workers shall be paid not less than fifty percent (50%) of the applicable wage rate for a journeyman worker under the appropriate occupational title for a specific locality. In calculating the applicable wage rate for a journeyman worker, fringe benefits shall be included.

(2) As set forth in section 290.235, "on-the-job training workers" are defined as follows:

(A) "Federally-registered apprentices" – Workers participating in programs administered by the United States Department of Labor and subject to their specific requirements (See 29 U.S.C. section 50 and 29 C.F.R. 29) and workers participating in programs administered by the United States Department of Transportation and subject to their specific requirements. (See 23 U.S.C. section 113 and 23 C.F.R. 230); and

(B) "Entry-level workers"—Any worker who is not a journeyman and who is not otherwise enrolled in a federally-registered apprenticeship program but is participating in an on-the-job training program provided by the contractor for whom they perform work on a public construction project.

(3) Workers employed on federal-aid highway construction projects may be paid at an apprentice rate of pay if enrolled in an apprenticeship or skill training program which has been certified by the Secretary of the United States Department of Transportation pursuant to 23 U.S.C. 113. In the event the Secretary of Transportation withdraws approval of a program, the contractor will no longer be permitted to pay workers less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**AUTHORITY:** section 290.240, RSMo Supp. 2018. \* Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended:



Filed Nov. 21, 2018, effective July 30, 2019.

\*Original authority: 290.240, RSMo 1957, amended 1969, 2018.

### 8 CSR 30-3.040 Classifications of Construction Work

**PURPOSE:** *The Department of Labor and Industrial Relations has the responsibility under section 290.260, RSMo to determine the prevailing hourly rate of wages to be paid to workers engaged in work of a similar character. This rule establishes classifications of construction work for the department to use in determining the prevailing hourly rate of wages for work of a similar character.*

(1) All public works construction, for which the prevailing hourly rate of wages or the public works contracting minimum wage of workers are to be determined, shall be classified as either—

- (A) Building construction; or
- (B) Highway and heavy construction.

(2) Building construction shall mean the following:

(A) Building structures, including modification, additions or repairs, or both, to be used for shelter, protection, comfort, convenience, entertainment or recreation, or for protection of people or equipment;

(B) Buildings at an airport project, such as terminal buildings, freight buildings, and any other construction necessary for the operation of the airport facilities;

(C) Stadiums, athletic fields, dressing rooms, bleachers, and all other buildings needed in connection with an athletic or entertainment facility;

(D) Entire buildings that are built above-ground in connection with highway, subway, or tunnel projects, such as tool stations or housing for mechanical equipment;

(E) Excavation for the building itself, including backfilling inside and outside the building;

(F) Storm and sanitary sewers inside the building and to the curb line;

(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or other utility or communication lines inside a building and to the curb line;

(H) Sidewalks other than those that are poured in connection with a street or road project;

(I) Driveways that are built to serve a building;

(J) Parking lots connected to a building and all structures built as parking facilities;

(K) Retaining walls built in conjunction

with a building project;

(L) Demolition of a building(s) as part of the site preparation for new building construction;

(M) Landscaping of building sites or the planting of all shrubbery that is incidental to building construction as defined in section (2); and

(N) Work on water and wastewater treatment plants within the fence line.

(3) Highway and heavy construction shall mean the following:

(A) Work in connection with roads, streets, parkways, alleys and highways including, but not limited to, grading, paving, curbing, signs, fences, guard rails, bridges, lighting, retaining walls, and landscaping;

(B) Work on viaducts, overpasses, underpasses, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoir filtration and supply projects, water power, duct lines, distribution lines, pipe lines, locks, dikes, levees, revetments projects, excluding work specifically defined as building construction;

(C) Work in connection with underground construction on tunnels and shafts;

(D) Railroad work in its entirety, including elevated railroads;

(E) Main and side sewers;

(F) Work in connection with airports, such as runways, roads, and streets, but excluding that which is listed as building construction;

(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or any other utility or communication lines from the curb line;

(H) Sidewalks when poured incidental to a street or road project;

(I) Parking lots not incidental to a building construction project; and

(J) Demolition of all buildings as part of site preparation for any highway and heavy construction as is otherwise defined in section (3).

**AUTHORITY:** *section 290.240, RSMo Supp. 2018.\* Original rule filed Aug. 24, 1990, effective April 29, 1991. Amended: Filed July 17, 1995, effective Jan. 30, 1996. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

\*Original authority: 290.240, RSMo 1957, amended 1969, 2018.

### 8 CSR 30-3.050 Posting of Prevailing Wage Rates

**PURPOSE:** *This rule sets forth the require-*

*ments for the posting of prevailing wage rates on public works projects subject to the Prevailing Wage Law.*

(1) Contractors and subcontractors engaged in public works projects shall post the applicable hourly rate of wages (the prevailing wage or the public works contracting minimum wage as provided in section 290.257, excluding rates on projects for which the engineer's estimate or the bid accepted by the public body for the total project cost is less than seventy-five thousand dollars (\$75,000)) in a dry, accessible place within the field office at the site of the building or construction job. On public works projects for which no field office is needed or established, such as road construction, sewer lines, pipelines, and the like, a contractor/subcontractor may post the applicable hourly rates of wages at the contractor/subcontractor's local office or batch plant, so long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Applicable hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the public works project as provided by law.

**AUTHORITY:** *section 290.240, RSMo Supp. 2018.\* Original rule filed Aug. 24, 1990, effective April 29, 1991. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

\*Original authority: 290.240, RSMo 1957, amended 1969, 2018.

### 8 CSR 30-3.060 Occupational Titles of Work Descriptions

**PURPOSE:** *The Department of Labor and Industrial Relations is required to determine the prevailing hourly rate of wages to be paid to each worker engaged in construction on a public works project, relative to the type of work performed by each worker. This rule describes by occupational title the type of work performed in the construction of a public works project in Missouri and sets forth the procedures to be followed in identifying each occupational title utilized on a public works project.*

(1) Each occupational title defines by name the type of work performed in the construction of a public works project. The description of work designated for a particular occupational title is not intended to be jurisdictional in scope or nature, and is not to be construed as limiting or prohibiting workers from engaging in construction work falling within



several occupational titles.

(2) Each occupational title of work description shall be based upon the particular nature of the work performed, with consideration given to those trades, occupations or work generally considered within the construction industry as constituting a distinct classification of work. In determining occupational titles and scope of work definitions, the department shall consider the following:

(A) Collective bargaining agreements;

(B) *Dictionary of Occupational Titles*, as published by the United States Department of Labor; and

(C) Opinions of experts from organized labor and the opinions of contractors and contractor associations as they relate to the custom and usage applicable to the construction industry in Missouri.

(3) Interested parties who wish to submit wage information to be used in establishing the prevailing hourly rate of wages for a particular class or type of work are required to identify the work according to the applicable occupational title of work description set forth in this rule. Hours of work reported by a contractor or subcontractor to the department shall not be used to establish the prevailing hourly rate of wages if the party submitting the hours of work fails to identify the work under one of the occupational titles included in section 290.257.

(4) Any question as to the proper classification of work should be resolved before the work in question is commenced. Interested parties are encouraged to contact the Prevailing Wage Section of the Division of Labor Standards for an interpretation of these rules and for a determination of the appropriate occupational title of work description, relative to the class or type of work to be performed.

(5) The occupational titles and work descriptions for each type or class of work contained herein are valid throughout the entire state of Missouri. Through an objection to a wage order, an interested party may assert that any given description of work, as stated within this rule, does not apply to a specific occupational title(s) and that a different work description should apply to that occupational title(s). The interested party shall have the burden of proving by a preponderance of the evidence the inapplicability of the description of work within that particular occupational title, but shall be afforded the opportunity to do so in a hearing on an objection to the wage order before the Labor and Industrial Relations Commission.

(6) Occupational titles of work descriptions may be obtained from the department by written request to the director of the Division of Labor Standards, PO Box 449, Jefferson City, MO 65102 or by visiting the following website: <https://labor.mo.gov/DLS/PrevailingWage/pwContractors>.

(7) The occupational titles of work descriptions set forth here are as follows:

(A) Asbestos Worker—Applies to workers who apply insulation materials to mechanical systems to reduce loss or absorption of heat, prevent moisture condensation, and to deaden sound and prevent vibration. The workers remove all insulation materials from mechanical systems unless the mechanical system is being scrapped. The work falling within this occupational title of work description includes:

1. The preparation, including the building of enclosures and hanging polyurethane, and physical distribution on the job site of asbestos, cork, plastic, magnesia or similar materials, or other materials used as a substitute, and used as thermal insulation. The manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, making, hanging, application, adjusting, alteration, repairing, dismantling, reconditioning, corrosion control, and testing of heat or frost insulation, such as asbestos, cork, mineral wall, infusorial earth, mercerized silk, flax, fiber, fire felt, asbestos paper, asbestos curtain, asbestos millboard, fibrous glass, foam glass, styrofoam, polyurethane, polystyrene, metals, plastics, fibrous matter, roving, and resins, and the erection of scaffolding up to fourteen feet (14'), working platform;

2. The covering, including encapsulation, of boilers, tanks, refrigeration units, evaporators, turbines, fittings, valves, ducts, flues, vats, equipment, hot and cold pipes, or any other hot or cold surfaces with the insulation materials listed in this rule, used for the purpose of thermal insulation, fire stoppage, fireproofing, radiator protection, sound deadeners, and the lagging (covering) on piping; and

3. The removal of all insulation materials from mechanical systems, unless the mechanical system is being scrapped, whether they contain asbestos or not (pipes, boilers, ducts, flues, breechings). All cleanup required in connection with this work, shall include the sealing, labeling, and dropping of scrap material into the appropriate containers. (After drop, final disposal is considered to be the class or type of work falling within the occupational title of work description for second semiskilled laborer.);

(B) Boilermaker—Applies to workers who assemble, erect, and repair boilers, tanks,

vats, and pressure vessels according to blueprint specifications, using handtools, portable power tools, and equipment. The work falling within this occupational title of work description includes:

1. Locating and marking of reference points for columns on plates or foundations, using master straightedge, squares, transit, and measuring tape;

2. Using rigging or cranes to lift parts to specified positions;

3. Aligning structures or plate sections, using plumb bobs, levels, wedges, dogs, or turnbuckles;

4. Drilling, reaming, chipping, caulking, and grinding of structures and sections and bolting or welding them together;

5. Setting of drums and headers and installation of tubes;

6. Cleaning up as necessary in connection with this work; and

7. Riveting, acetylene burning, rigging, fitting-up, impact machine operating, unloading and handling of material and equipment where power equipment and rigging are required;

(C) Bricklayers—Applies to workers who prepare, lay, set, bed, point, patch, grout, caulk, cut, fit, plumb, align, level, anchor, bolt, or weld brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry. Also, the workers install expansion joint materials in brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry. The work falling within this occupational title of work description includes:

1. The unloading of brick, stone masonry, precast aggregate panels, and all types of artificial or imitation masonry where power equipment and rigging are required;

2. The masonry paving and rip-rapping of all types, with or without mortar;

3. The reinforcing of masonry, including placing, tying, and setting of rods;

4. The application of insulation systems and materials, and air and/or vapor barrier systems and materials, by spray, trowel, roller, adhesive, or mechanically fastened in or to all masonry walls;

5. The caulking of abutting masonry openings in masonry walls, expansion joints, and false joints in all types of masonry;

6. The waterproofing of all types of masonry, which shall include installation and application of air and/or vapor barrier systems and materials by spray, trowel, roller, adhesive, or mechanically fastened; and

7. The cleaning, tuckpointing, sandblasting, steam cleaning, and Guniting work on all types of masonry;

(D) Carpenter (which shall include pile driver, millwright, lather, and linoleum layer)—Applies to workers who construct,



erect, install, and repair structures, structural members and fixtures made of wood, plywood, wallboard, and materials that take the place of wood, such as plastic, metals, composites, fiberglass, and Transit sheeting and Cemesto Board, using carpenter hand tools and power tools. The work falling within this occupational title of work description includes:

1. General Carpenter.

A. The layout of buildings or structures on the site or plot. The installation of aluminum expansion joints for buildings and bridge structure as well as concrete strike-off machines.

B. The making and setting of all concrete forms (except curb forms on heavy construction), including establishment of building lines or flow lines (box culverts, bridges) including footing forms. The making of all forms used in tilt-up construction. The layout, installation, and construction for wall forms and footing forms, all block-outs, wood or steel, layout, and installation of all embedded items.

C. The building and handling of scaffolds used by carpenters to work from. All scaffolding, constructed or assembled, fourteen feet six inches (14'6") and higher for normal or specialty use—regardless of purpose.

D. The building of rough wooden structures, such as concrete forms, scaffolds, wooden bridges, trestles, coffer dams, tunnel and sewer support, welding and burning.

E. The selection of specified type of lumber or other materials. Prepare layout, using rule, framing square, and calipers. Mark cutting and assembling lines on materials, using pencil, chalk, and marking gauge. Shape materials to prescribed measurements, using saws, chisels, and planes. Assemble, cut, and shape materials and fasten them together with nails, dowel pins, or glue. Erect framework for structures. Verify trueness of structure with plumb bob and carpenter's level. Apply decorative paneling to walls.

F. The installation of ladders, handrails, walkways, platforms, and gangways made of wood as well as shoring and lagging. Install doors and wood and metal windows and bucks, including hardware (bucks are rough frames in which finished frames are inserted) in building framework and brace them with boards nailed to framework. Install pallet racks and metal shelving. Install subflooring in buildings. Install insulation such as batt, board, safing, thermal, styrofoam, sound attenuation, fiberglass when the installation of the insulation material is not being applied as an integral part of the roofing system. Nail plaster grounds (wood or metal strips) to studding. Fit and nail sheathing on outer walls and roofs on

buildings. Install beams and trusses of wood laminate.

G. The making, handling, and setting of all frames, sash, blinds, trim, and other fixtures (for example, cabinets, bookcases, and benches), when made of wood or any wood substitute. The handling and assembly of chairs, seats, bleachers, and benches and other furniture in theaters, halls, schools, and other places of assemblage on floors of any kind. Install protection screens, chalk boards, toilet partitions (plastic laminate, solid plastic). Caulking of fixtures and countertops including Corian tub and shower enclosures.

H. The installation of wood and metal studs and exterior panels.

I. The handling, cutting, sawing, fitting of drywall (sheetrock), and lead-lined drywall whether for walls, ceilings, floors, soffits, or any use, no matter how installed—nailed, screwed, glued, or otherwise (interior, exterior). Lead-lined drywall is used in X rays to avoid radiation exposure. Install corner guards and wooden and plastic column covers.

J. The handling and installation of acoustical and egg crate ceiling systems in its entirety (hanger wire, grid, molding, tile) whether vertically or horizontally installed.

K. The installation of all builders hardware, including door tracks of every description. The installation of all weather strips. The making, fitting, and hanging of fly screens for doors, windows, and other openings.

L. Installation of wood and hollow metal doors, rollup garage doors, overhead doors or rolling fire doors, automatic doors, channel iron door bucks, glass sliding, and bi-fold doors.

M. The installation of access flooring, computer floors, and raised or elevated floors. Install modular headwall units and laboratory casework and fume hoods;

2. Pile Driver—The work falling within the occupational title of work description for pile driver includes:

A. The handling, layout, driving, cutting, and splicing of wood, metal, or concrete piling regardless of purpose (for example, sheets, I-beams, pile caps, and welding to piling);

B. The assembly, disassembly, and rigging of the pile driving equipment; and

C. The conduct of underwater diving that is incidental to pile driving work;

3. Millwright—Applies to workers who design, build, or repair mills or mill machinery; hoist, dismantle, erect, assemble, line, and adjust all machines used in the transmission of power in buildings, factories or elsewhere; unload machines used in the transmission of power in buildings, factories, or elsewhere, where power equipment and rigging

are required. The work falling within this occupational title of work description includes: the setting of all classes of engines, direct drive motors, dynamos, turbines, generators, and air compressors and pumps. The assembling, setting, and packing of all compressors and pumps. The placing of all pulleys, sheaves, and fly wheels on the listed equipment. The making and setting of all templates and bolts for all machinery requiring same. Drypacking for sole plates. Installation of truck and railroad scales. Installation of trash compactors. Installation of all types of conveyors. The cutting and threading of all bolts. The handling and operating of all acetylene and devices for heating, welding, and cutting when used in connection with millwright work;

4. Lather—Applies to workers who erect horizontal metal framework to which laths are fastened, using nails, bolts, studgun, or a combination of these, drills holes in floor and ceiling, and drives ends of wooden or metal studs into holes to provide anchor for furring or rockboard laths. The occupational title of lather applies to workers who nail, clip, or fasten, all types of wood, wire, and metal laths, plasterboard, wallboard, rockboard, gypsum, sheetrock, and acoustical materials which take the place of same to walls, ceilings, and partitions of buildings to provide supporting base for plaster, fireproofing, or acoustical material. The occupational title of work description for lather applies to workers who erect all metal plastering accessories which are covered or serve as ground, or both, guard, stock, or screed for plaster materials, including wire mesh. The work falling within the occupational title of work description includes:

A. The installing of carrying bars and purlins (pieces of horizontal timber), light iron, and metal furring (thin strips of wood or metal to create air space) of all descriptions, such as rods, channels, flat iron, T-bar, H-bar, and other ceiling bars or systems for the receipt of lath and board;

B. The wiring of plasterer channels to overhead structural framework to provide support for plaster or acoustical ceiling tile; and

C. The nailing of plaster grounds (wood or metal strips) to studding to provide a guide for those workers performing work falling within the occupational title of work description for plasterer;

5. Linoleum Layer—Applies to workers who measure, cut, sew, make-up and seam, tape, fit, lay, and install and seal and wax materials to be cemented, tacked, or otherwise applied to its base, wherever it may be. These materials may be used as shock-absorbing, sound-absorbing, or decorative coverings. With the exception of terrazzo,



magnesite, and latex built-up floors, the materials include oil cloth, matting, linen, carpet, synthetic turf, linoleum, vinyl, plastic, rubber, cork, mastic, asphalt, mastipave, tile, wood tile, interlocking and magnetic tile, chalk and bulletin board, nonslip or abrasive materials, resilient, decorative seamless surface coatings, monolithic coverings (monolithic shall mean all resilient seamless material such as epoxy, polyethylene, plastics and their derivatives, components and systems), and all other resilient coverings on floors, walls, counters, table tops, and ceilings. The work falling within the occupational title of work description includes:

A. The handling of materials at the point of installation;

B. The performing of all necessary preparation and finish work, such as sweeping, scraping, sanding, or chipping dirt and irregularities from base surfaces and filling cracks with putty, plaster, or cement grout to form smooth, clean foundations, drilling holes for sockets and pins;

C. The installing of underlayment, sanding and filling, fitting of metal edgings, metal corners, and caps and fitting devices for attachment of these materials;

D. The spreading of adhesive cement over floor to cement foundation material to the floor;

E. The laying of covering on cement; and

F. The rolling of finished floor to smooth it out and press cement into base and covering;

(E) Cement Mason (which shall include plasterer)—The work falling within this occupational title of work description includes:

1. Cement Mason - Applies to workers who perform work on concrete where finishing tools are used.

A. The setting of screeds, the rodding (buildings), shaping, smoothing, and finishing of the surfaces of freshly poured concrete floors, walls, sidewalks, curbs, steps, and stairways, the finishing of extruded barrier rails or any other concrete surface requiring finishing, using hand tools or power tools, including floats, trowels, screeds, and straightedge.

B. The removing of rough or defective spots from concrete surfaces, using grinder or chisel and hammer and patching holes with fresh concrete or epoxy compound preparatory to sacking.

C. The molding of expansion joints and edges, using edging tools, jointers, and straightedge.

D. The application of penetrating sealer and primer protective coatings to concrete floors and steps when part of the finishing process.

E. The installation of seamless com-

position floors and the installation and finishing of epoxy-based coatings or polyester-based linings to all surfaces, when the coatings or linings are applied by spraying or troweling.

F. The sandblasting or water blasting for architectural finish or preparatory to patching.

G. The cutting of joints with concrete saw for the control of cracks in buildings and sidewalks, driveways, and curbs and gutters contiguous to buildings.

H. The setting of concrete curb, gutter, and sidewalk forms one (1) board high up to twelve inches (12");

2. Plasterer - Applies to workers who apply gypsum, Portland cement, stucco, imitation stone, and kindred materials and products to interior walls, ceilings, and partitions and to exterior walls of buildings, and finish those materials and products.

A. The spreading of plaster over laths, masonry, or any other base, using trowel, and smoothing the plaster with darby and float for uniform thickness;

B. The application of the various manufacturers' brand names of thin coat or plaster veneer;

C. The application of all bonding agents and mastic;

D. The roughing of undercoat with wire or metal scraper to provide bond for succeeding coat of plaster;

E. The application of all malleable plastic materials and epoxy materials;

F. The setting in place of plaster-board, insulation board, styrofoam and bead-board, ground, locks, patent dots, cork plates, brownstone and acoustical tile, fiberglass reinforcement and finished products;

G. The plastering of joints, nail holes, and bruises on wallboard;

H. The grouting and filling of door bucks, runners, and similar installations, in conjunction with plastering operations;

I. The application of scratchcoat, browncoat, and finish coat of plaster to wood, metal or board laths successively to all ceilings and walls when finished with terrazzo or tile, and the application of any plastic material to same;

J. The fireproofing of all building assemblies with plaster materials, sprayed fiberglass or similar materials, whether applied to gypsum, metal lath, or directly;

K. The application of crushed stone, marble, or ceramic chips and broken glass where embedded in plaster, or similar materials;

L. The placing of acoustic blocks with any plastic material, regardless of thickness;

M. The placing, by any method, of plaster or composition caps and ornaments;

N. The creating of decorative textures in finish coat by marking surface of coat with brush and trowel or by spattering it with small stones (stucco) where plastering equipment or materials, or both, are used; and

O. The operation and control of all types of plastering machines, including power trowels and floats;

(F) Communications Technician—Applies to workers who install, inspect, repair, and service electronic and telecommunication systems. The work falling within the occupational title of Communication (Electronic/Telecommunication) Technician includes:

1. Installing, repairing, and servicing of radio, television, and recording systems and devices; systems for paging, intercommunication, public address, wired music, clocks, security and surveillance systems, and mobile radio systems; fire alarm and burglar alarm systems;

2. Wiring of low-voltage surface wiring and wiring in nonmetallic conduits and incidental shielded metallic conduit runs of no longer than ten feet (10') nor larger than one inch (1") when required in conjunction with the work listed in this rule;

3. Installing, repairing, servicing, or a combination of these, of the Main Distribution Frame (MDF) where the permanent outside lines entering a building terminate and where the subscriber's line multiple cabling and trunk multiple cabling originate. It is usually located on the ground floor of a building;

4. Installing, repairing, servicing, or a combination of these, of the Intermediate Distribution Frames (IDF), which provides flexibility in allocating the subscriber's number to the line unit or equipment in the office that is to be associated with the particular line. These frames are located on each floor of a building;

5. Installing, repairing, servicing, or a combination of these, of the subpanels (blocks). The subpanels are connecting devices where large feed cables terminate at the distribution frames;

6. Installing, repairing common equipment or key service unit, or a combination of these. This equipment consists of a backboard assembly and an equipment mounting frame, which are utilized for connecting external telephones;

7. Installing, repairing, servicing of the instruments, terminals, and sets, or a combination of these. This equipment is at either end of a circuit, or at a subscriber's or user's terminal;

8. Installing, repairing, servicing, or a combination of these, of the ancillary or add-on equipment such as bells, buzzers,



speakerphones, headsets, automatic dialers, recorders; and

9. Installing, repairing, servicing of the telephone cable, or a combination of these. Telephone cable includes: network channel service cable; riser cables between floors of a building; distribution cables installed on each floor of a building in the floor or the ceiling, and inside wires between the telephone and the connection to the distribution cable;

(G) Electrician—Applies to workers who are responsible for installation, assembly, construction, inspection, operation, and repair of all electrical work within the property lines of any given property (manufacturing plants, commercial buildings, schools, hospitals, power plants, parking lots). This scope of work shall begin at the secondary site of the transformer when the transformer is furnished by the local utility and the service conductors are installed underground. When service conductors are installed overhead in open air from wooden poles, this scope of work shall start immediately after the first point of attachment to the buildings or structures. The work falling within this occupational title of work description includes:

1. Planning and layout of electrical systems that provide power and lighting in all structures. This includes cathodic protection systems utilized to protect structural steel in buildings and parking structures;

2. All handling, moving, loading, and unloading of any electrical materials, materials used in association with an electrical system, electrical equipment, and electrical apparatus on the job site, whether by hand or where power equipment and rigging are required;

3. Welding, burning, brazing, bending, drilling, and shaping of all copper, silver, aluminum, angle iron, and brackets to be used in connection with the installation and erection of electrical wiring and equipment;

4. Measuring, cutting, bending, threading, forming, assembling, and installing of all electrical raceways (conduit, wireways, cable trays), using tools, such as hacksaw, pipe threader, power saw, and conduit bender;

5. Installing wire in raceways (conduit, wireways, troughs, cable trays). This wire may be service conductors, feeder wiring, subfeeder wiring, branch circuit wiring;

6. Chasing and channeling necessary to complete any electrical work, including the fabrication and installation of duct banks and manholes incidental to electrical, electronic, data, fiber optic, and telecommunication installation;

7. Splicing wires by stripping insulation from terminal leads with knife or pliers, twisting or soldering wires together, and applying tape or terminal caps;

8. Installing and modifying of lighting fixtures. This includes athletic field lighting when installed on stadium structures or supports other than wooden poles, or both;

9. Installing and modifying of all electrical/fiber optic equipment (AC-DC motors, variable frequency drives, transformers, reactors, capacitors, motor generators, emergency generators, UPS equipment, data processing systems, and annunciator systems where sound is not a part thereof);

10. Installing of raceway systems utilizing conduit, conduit bodies, junction boxes, and device boxes for switches and receptacles. This also may include wiring systems utilizing other methods and materials approved by the *National Electrical Code* (MC cable, AC cable, BX, or flexible metal tubing or electrical nonmetallic tubing);

11. Installing of main service equipment, distribution panels, subpanels, branch circuit panels, motor starters, disconnect switches, and all other related items;

12. Installing and wiring of instrumentation and control devices as they pertain to heating, ventilating, air conditioning (HVAC) temperature control and energy management systems, building automation systems, and electrically or fiber optic operated fire/smoke detection systems where other building functions or systems are controlled;

13. Installing conduit or other raceway greater than ten feet (10') when used for the following: fire alarm systems, security systems, sound systems, closed circuit television systems or cable television systems, or any system requiring mechanical protection or metallic shielding (telephone systems);

14. Testing continuity of circuit to insure electrical compatibility and safety of components. This includes installation, inspecting, and testing of all grounding systems including those systems designed for lighting protection; and

15. Removing electrical systems, fixtures, conduit, wiring, equipment, equipment supports, or materials involved in the transmission and distribution of electricity within the parameters of the building property line if reuse of any of the existing electrical system is required. This may include the demolition and removal and disposal of the electrical system;

(H) Elevator Constructor—Applies to workers who assemble and install electric and hydraulic freight and passenger elevators, escalators, dumbwaiters, and moving walks. The work falling within this occupational title of work description includes:

1. The handling, unloading, and hoisting of all equipment to be assembled or installed by workers performing work within this occupational title of work description,

from the time that equipment arrives at, or near the building site;

2. The wrecking or dismantling of elevator plants, to include elevators, escalators, dumbwaiters, moving walks, and all other equipment to be reused and assembled or installed by workers performing work within this occupational title of work description;

3. The sinking, drilling, boring, digging cylinder wells, or backfilling for hydraulic lifts, hydraulic elevators, or screw lifts;

4. The layout, erecting and assembling of all elevator equipment (for example, electric, hydraulic, steam, belt, compressed air, and hand-powered elevators; dumbwaiters, residence elevators, parking garage elevators), and the assembly of all escalators, moving walks and link belt carriers;

5. The erecting and assembly of all theater stage and curtain equipment and guides and rigging to them, organ consoles, and orchestra elevators;

6. The installing of all wiring, conduit, and raceways from the first point of attachment of main feeder terminals on the controller to other apparatus and operating circuits;

7. The operating of temporary cars; and

8. The installing of all elevator enclosures, fronts, fascias, sills, frames, and bucks;

(I) Glazier—Applies to workers who select, cut, prepare, handle, install, or remove all window glass, plate, and all other types of glass, including structural glass, mirror glass, tempered and laminated glass, safety or protection glass, all types of insulating glass units, all plastics or other similar materials when used in place of glass and when set or glazed with putty, moulding rubber, cement, lead, and all types of mastic, or other materials used in place of same. The workers performing work within this occupational title of work description install these materials in windows, louvers, doors, partitions, skylights, and on building fronts, walls, ceilings and tables, whether the materials are set in wood, stone, cement, or metal of all types. The work falling within the occupational title of work description includes:

1. The installing of mirrors of all types;

2. The marking of an outline or pattern on glass and cut glass with a glasscutter;

3. The breaking off of excess glass by hand or with a notched tool;

4. The fastening of glass panes into wood sash with glazier's points, and the spreading smooth of putty around the edge of panes with a knife to seal joints;

5. The installing of metal window and door frames into which glass panels are to be fitted or sliding windows. The bolting of metal hinges, handles, locks, and other hardware to prefabricated glass doors;



6. The installing of mirror or structural glass on building fronts, walls, ceilings or tables, using mastic, screws, or decorative moulding;

7. The installing of metal-framed glass enclosures for showers, bathtubs, and skylights; and

8. The installing, cutting, and removal of all window glass, plate, and all other types of glass, including structural glass, mirror glass, tempered and laminated glass, safety or protection glass, all types of insulating glass units, all plastics or other similar materials when used in place of glass and when set or glazed with putty, molding rubber, cement, lead, and all types of mastic, or other materials used in place of same;

(J) Ironworker—Applies to workers who perform work in connection with field fabrication, erection, or both, installation, removal, wrecking, and dismantling of structural, architectural, and reinforcing iron and steel, ornamental lead, bronze, brass, copper, and aluminum, and plastics or other materials when used in place of them. The work falling within the occupational title of work description includes:

1. Structural. The unloading, erecting, bolting-up, plumbing-up, welding, and installing of structural steel, including any field fabrication;

2. Reinforcing. The unloading, carrying, placing, and tying of all concrete reinforcing, such as re-bar, wire mesh, expanded metal or post tensioning cable (including the tension process) or prestress cables when installed on the job site;

3. Rigging. The unloading, moving, handling, placing, and setting of electrical machinery and equipment when rigging or power equipment, or both, is used (with the exception of setting of electric motors). The assembly and erection of radio and television and other structural steel towers (with the exception of electrical transmission towers). The unloading, handling, moving, and placing of machinery to be assembled or dismantled, erected, or installed to its approximate position (over the anchor bolts);

4. Windows. The installation of metal windows (with the exception of store fronts display windows), curtain walls, and metal panels. The caulking of metal-to-metal joints and metal-to-brick;

5. Doors. The erection of curtain type doors (overhead rolling-type doors), heavy industrial doors when made of metal, fire doors, and exterior metal hinged doors that carry a fire underwriters label are erected by iron workers;

6. Sheeting and decking. The installation of sheeting which is attached to metal framework including metal floor decking;

7. Metal buildings. The erection and

installation of structural steel and sheet metal packaged buildings when they come in a package unit, such as Butler, Delta, Varco Prudent, or other name brand packaged buildings. The installation of all doors, windows, and insulation (when installed in conjunction with sheeting) in the packaged buildings. The installation of metal siding and metal roof decking, regardless of the fastening method or the object to which it is fastened;

8. Elevators. The installation of elevator doors for gates manually operated and all elevator enclosures, fronts, fascias, sills, frames, and bucks;

9. Precast. The unloading and installation/erection of precast bridge girders, single T's, double T's, top panels, and tilt-up slabs; and

10. Other. The installation of all catwalks, stairways, and hand rails made of aluminum, bronze, or any type of metal, glass or plastic. The installation of ornamental iron, such as revolving doors, gates, handrails, window grills, jail and cell work, and chain link fences. The installation of dry storage bins, hoppers, chutes, and conveyors where sand ore, coal, or any dry component is stored or transferred. The erection, installation, removal, wrecking, and dismantling of bridges, viaducts, cableways, tramway, monorail transportation systems. The erection, installation, removal, wrecking, and dismantling of locks, gates, metal forms, railings (including pipe). The erection, installation, removal, wrecking, and dismantling of frames in support of boilers. The installation of metal siding and metal roof decking, regardless of the fastening method, or the object to which it is fastened. The handling, burning, welding, and tying of all materials used to reinforce concrete structures. The installation and erection of TV and microwave towers, self-supporting towers, or guy towers. The installation of metal guardrails with metal posts and highway signage;

(K) General Laborer (including first semi-skilled laborer and second semi-skilled laborer)—Consists of providing routine manual labor. This work encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for laborer, as applicable to building construction, are as follows:

A. Laborer. The work falling within this subtitle of work description includes:

(I) Being included in one (1) of the following categories: flagmen, heaters, material plant man, carpenter tender, landscaper, signalman, wrecker (old/new structures),

form handler, or posthole digger;

(II) Cleaning and clearing of all debris for all crafts, loading and unloading, conveying, distributing, construction material by hand and collecting and hoisting debris, backfilling, grading, and landscaping by hand;

(III) Covering of tanks, structures, and material piles with tarpaulins or other materials. Cleaning of masonry and other type walls and windows. Signaling and hoisting concrete buckets and for all other material handled by workers falling within the occupational title of work description for laborer;

(IV) Providing drinking water. Handling and cleaning of concrete chutes. Cleaning of concrete spills and chipping where hand tools are required. Performance of work necessary in remedying defects in concrete caused by leakage, bulging, sagging, or shifting of forms when finishing tools are not used. Jackhammer and paving breaker, air compressors, motor buggies, pumps (removal of water), except set-up men and nozzle men, chipping tool operator, concrete mixer operator (up to and including two- (2-) bag capacity); and

(V) Laying nonpressurized pipe for downspout drain lines, header lines, or laying of nonpressurized conduit, or a combination of these, for the carrying of storm water, waste, sewage, gravity flow lines, catch basins and manholes, effluent lines, originating outside the building and all those lines originating inside the building at the first Y, T, or connection outside the building;

B. First semiskill laborer. The work falling within this subtitle of work description includes: hod-carriers, plasterers, and cement mason tenders (who assist bricklayers, plasterers, and cement masons). The mixing, packing, wheeling, and tempering of mortar and fire clay. The mixing, handling and conveying of all other materials used by bricklayers, plasterers, and cement masons (for example, brick, tile, stone and cast stone), whether done by hand or using a forklift (walk behind or similar types). Building of scaffolds, trestles, boxes, and swinging staging for bricklayers, plasterers, and cement masons; and

C. Second semiskill laborer. The work falling within this subtitle of work description includes: concrete pump set-up men and nozzle men, tile layers and bottom men, on sewers and drains, cutting torch, and burning bar (demolition), trench, or pier holes twelve feet (12') or over, wagon drill, air track or any mechanical drill, powder man, tamper, one hundred pounds (100 lbs.) or over, laborers working for mechanical and electric contractors (including but not limited to digging of all trenches, ditches, holes, paving of concrete, and cleaning of all trash),



paving breaker, jackhammer and vibrator, laser beam man for sewer, grade checker for roads and railroads, asbestos removal (except mechanical systems that are not being scrapped and any type of roofing where the roof is to be relaid), hazardous waste removal, disposal work, or any combination of these.

2. Heavy/highway construction. The subtitle falling within the occupational title of work description for general laborer, as applicable to heavy/highway construction, are as follows:

A. Laborer. The work falling within this subtitle of work description includes: carpenters tenders, salamander tenders, dump man, ticket takers, flagman, loading trucks under bins, hoppers and conveyors, track men, cement handler, dump man on earth fill, Georgia buggy man, material batch hopper man, spreader on asphalt machine, material mixer man (except on man holes), coffer dams, riprap pavers—rock, block, or brick, signal man for materials handled by laborers, scaffolds over ten feet (10') not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, work in connection with nonpressurized pipelines, such as nonpressurized sewer, water, gas, gasoline, oil, drainage pipe, conduit pipe, tile, and duct lines and other nonpressurized pipelines; power tool operator; work performed by hand in connection with hydraulic or general dredging operations, form setters (curb and gutter), puddlers (paving only), straw blower nozzleman, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties or creosote materials, men working with and handling epoxy material(s), topper of standing trees, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, guardrail and temporary signs, pile dike and revetment work, all laborers working on underground tunnels less than twenty-five feet (25') where compressed air is not used, abutment and pier hole men working six feet (6') or more below ground, men working in coffer dams for bridge piers and footings in the river, Barca tamper, Jackson or any other similar tamp, cutting torch man, liners, curb, gutters, ditchliners, hot mastic kettleman, hot tar applicator, hand blade operators and mortar men on brick or block manholes, rubbing concrete, air tool operator under sixty-five pounds (65 lbs.), caulker and led man, chain or concrete saw under fifteen horsepower (15 HP). The unloading, handling, and carrying of concrete reinforcing bars, by hand, to the areas in which they are used, wrecking, stripping, dismantling, cleaning, moving, and oiling of all concrete forms; digging and laying sewer tile; and

B. Skilled laborer. The work falling within this subtitle of work description includes: vibrator man, asphalt raker, head pipe layer on sewer work, batterboard man on pipe and ditch work, cliff scalers working from Bosun's chairs, scaffolds, or platforms on dams or power plants over ten feet (10') high, air tool operator over sixty-five pounds (65 lbs.), stringline man on concrete paving and the like, sandblast man, laser beam man, wagon drill, churn drill, air track drill, and all other similar type drills, jackhammers, and other pneumatic hammers and tampers, Gunitite nozzle man, pressure grout man, screed man on asphalt, concrete saw fifteen (15) HP and over, grade checker, stringline man on electronic grade control, manhole builder, dynamite man, powder man, welder, tunnel man waterblaster—one thousand pounds per square inch (1000 psi) over, asbestos (except mechanical systems that are not being scrapped), hazardous waste removal, disposal, or any combination of these;

(L) Mason (which shall include marble mason, marble finisher, terrazzo worker, terrazzo finisher, tile setter, and tile finisher).

1. Marble Mason-Terazzo Worker—The work falling within the occupational title of work description for Marble Mason-Terazzo Worker includes:

A. The installing of marble, mosaic, venetian enamel, and terrazzo; the cutting and assembling of mosaics and art ceramics; the casting of all terrazzo on the job site; all rolling of terrazzo work;

B. The preparing, cutting, layering, or setting of metal, composition, or wooden strips and grounds on all bedding above concrete floors or walls; and the laying and cutting of metal, strips, lath, or other reinforcement, where used in terrazzo work;

C. The installing of cement terrazzo, magnesite terrazzo, dex-o-tex terrazzo, epoxy matrix terrazzo, exposed aggregate. Rustic or rough wash of exterior or interior of buildings. The mixing or applying of any other kind of mixtures of plastics composed of chips or granules of marble, granite, blue stone, enamel, mother of pearl, quartz ceramic colored quartz, and all other kinds of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride, or any other resinous or chemical substances used for seamless flooring systems. The applying of binding materials when used on walls, floors, ceilings, stairs, saddles, or any other part of the interior or exterior of the building, or other work not considered a part of the building such as fountains, swimming pools;

D. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the fin-

ished base and troweled or rolled into the finish and then the surface ground by grinding machines (When no additional stone aggregate is added to the finished mixture, even though the surface may be ground, the work falls within the occupational title of work description for cement masons.); and

E. The carving, cutting, and setting of all marble, slate, including slate backboards, stone, alabaster, carrara, sanionyx, vitrolite, and similar opaque glass, scagliola, marbleitic, and all artificial, imitation, or case marble of whatever thickness or dimension. This shall apply to all interior work, such as sanitary, decorative, and other purposes inside of buildings of every description wherever required, including all polish, honed, or sand finish.

2. Marble Finisher—The work falling within the occupational title of work description for Marble Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods to prepare surface for Marble Mason installation of construction materials on floor and/or walls; the movement of marble installation materials, tools, machines, and work devices to work areas; the erection of scaffolding and related installation structures;

B. The movement of marble slabs for installation; the drilling of holes and the chiseling of channels in edges of marble slabs to install wall anchors, using power drill and chisel; the securing of marble anchors to studding, using and covering ends of anchors with plaster to secure anchors in place;

C. The supply and mixture of construction materials for Marble Mason; the mixture of grout, as required, following standard formulas and using manual or machine mixing methods; the application of grout to installed marble; the movement of mixed mortar or plaster to installation area, manually or using wheelbarrow;

D. The removal of excess grout, using wet sponge; the cleaning of installed marble surfaces, work and storage areas, installation tools, machinery, and work aids, using water and cleaning agents;

E. The modification of mixing, material moving, grouting, polishing, and cleaning metal pieces, using a torch, spatula, and heat sensitive adhesive and filler;

F. The removal of marble installation materials and related debris from immediate work area; the storing of marble, installation material tools, machines, and related items; and

G. The provision of assistance to Marble Mason with the following tasks: bending or forming of wire to form metal anchors, using pliers; inserting anchors into holes of marble slab; securing anchors in



place with wooden stakes and plaster; selecting marble slab for installation following numbered sequences or drawings; grinding and polishing marble, using abrasives, chemical and/or manual, in machine grinding and/or polishing techniques, under Marble Mason's direction; the moving and positioning of marble.

3. Terrazzo Finisher—The work falling within the occupational title of work description for Terrazzo Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods to prepare surface for Terrazzo Worker installation of construction materials on floors, base, and/or walls; the moving of terrazzo installation materials, tools, machines, and work devices to area, manually or using wheelbarrow;

B. The supply and mixture of construction materials for Terrazzo Worker; the preparation, mixture by hand, mixture by mixing machine, or transportation of pre-mixed materials and the distribution with shovel, rake, hoe, or pail, of all kinds of concrete foundations necessary for mosaic and terrazzo work; the dumping of mixed materials that form base or top surface of terrazzo into prepared installation site, using wheelbarrow; the measuring of designated amounts of ingredients for terrazzo or grout, using graduated containers and scale, following standard formulas and specifications, and the loading of portable mixer using proper means of transport; the mixture of materials according to experience and requests from Terrazzo Worker;

C. The spreading of marble chips or other material over fresh terrazzo surface and the pressing of the material into terrazzo by use of a roller; the application of grout finishes to surfaces of installed terrazzo; the spreading of grout across terrazzo to finish surface imperfections, using trowel; the installation of grinding stones in power grinders, using hand tools; the fine grinding and polishing of the surface of terrazzo, when grout has set, using power grinders; the application of curing agent to installed terrazzo to promote even curing, using brush or sprayer; the cutting of grooves in terrazzo stairs, using power grinder, and the filling of grooves with nonskid material;

D. The modification of mixing, grouting, grinding, and cleaning position and the securing of moisture membrane and wire mesh prior to pouring base materials for terrazzo installation;

E. The washing of the surface of polished terrazzo, using cleaner and water, and the application of sealer, according to manufacturer specifications, using brush; the cleaning of the installation site, and storage areas, tools, machines, and equipment; the

removal of Terrazzo Worker materials and related debris from immediate work area; and

F. The provision of assistance to Terrazzo Worker with the following tasks: grinding surfaces of cured terrazzo; using power grinders.

4. Tile Setter—The work falling within the occupational title of work description for Tile Setter includes:

A. The application of tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools, and all places where tiles may be used to form a finished surface for practical use, sanitary finish, or decorative purpose. (Tile includes all burned clay products, as used in the tile industry, either glazed or unglazed, all composition materials; all substitute materials in single units up to and including, fifteen inches by twenty inches by two inches (15" × 20" × 2") (except quarry tiles larger than nine inches by eleven inches (9" × 11")) and all mixtures in the form of cement, plastics, and metals that are used as a finished surface.);

B. The cutting and shaping of tile with saws, tile cutters, and biters; and

C. The positioning of tile and tapping it with a trowel handle to affix tile to plaster or adhesive base.

5. Tile Finisher—The work falling within the occupational title of work description for Tile Finisher includes:

A. The preparation of floors and/or walls by scraping, sweeping, grinding, and related methods for Tile Setter to install construction materials on floors and walls; the movement of tiles, tile setting tools, and work devices from storage area to installation site manually or using wheelbarrow;

B. The supply and mixture of materials for Tile Setter; the supply and mixture of construction materials for Tile Setter; the mixture of mortar and grout accordingly to standard formulas and request from Tile Setter using bucket, water hose, spatulas, and portable mixer; the modification of mixing, grouting, grinding, and cleaning procedures according to type of installation or material used; the supply to Tile Setter of mortar, using wheelbarrow and shovel; the application of grout between joints of installed tile, using grouting trowel; the application of grout; the cutting of installed tile;

C. The removal of excess grout from tile joints with a sponge and scraping of corners and crevices with a trowel; the application of caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment;

D. The wiping of surfaces of tile after grouting to remove grout residue and polish tile, using non-abrasive materials; the removal of Tile Setter materials and related

debris from immediate work area; the cleaning of installation site, mixing and storage tools, and equipment, using water and various cleaning tools; the storing of tile setting material machines, tools, and equipment; and

E. The provision of assistance to Tile Setter to secure position of metal lath, wire mesh, felt paper, Dur/rock or wonderboard prior to installation of tile;

(M) Operating Engineer (which shall include operating engineer group I, operating engineer group II, operating engineer group III, operating engineer group III-A, operating engineer group IV, and operating engineer group V)—Applies to workers who perform work falling within the occupational title of work description for operating engineer/portable and hoisting operator, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment. This occupational title encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for operating engineer, as applicable to building construction, are as follows:

A. Group I—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: crane (for example, crawler or truck); dragline—clam shell—gradall; Derrick (all types); kimmer scoop; power shovel or backhoe over one (1) cubic yard; pile driver (for example, land or floating); Whirley; mechanic and welder; hydraulic, self-propelled crane; stinger or cherry picker crane; switch boat; concrete portable plant/concrete mixer paver; cableways;

B. Group II—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: asphalt paver and spreader/concrete spreader; asphalt plant mixer operators; asphalt plant operator; backfillers; back hoe (under one (1) cubic yard); Barber-Green loader (similar type); blade—power, all types; boats—power; boilers; boring machine (all types, including tunnel boring); brooms—power operated (all types); concrete saw (self-propelled); chip spreader (front man); clef plane operators; combination concrete hoist and mixer such as mix or mobile; crab—power operated; crusher rock; ditching machine; dozer/dredges;



finishing machine; firemen on rigs; flex plane; floating machine; form grader; greaser; hoist operator (all types); hopper—power operated; hydra hammer (all types); Lad-A-Vator—similar type; loaders—all types, including skid-steer (for example, Bobcat); locomotives (all types); curb finishing machine; mucking machine; orange peels; pumps (all types); push cats; rollers (all types); scoops (all types except skimmer scoop); self-propelled rotary drill; air compressors (all types); side boom; siphons, jets, and jennies; welding machine; subgrader; trestle machine; throttle man tractors over fifty (50) HP; air tugger with air compressor; anchor placing barge; Ahoy force feeder loader (self-propelled); bull float; pipe cleaning/wrapping machine; conveyor; heaters, fuel fired with forced air; quadtrack; tie tamper; vibrating machine; well drilling machine; forklift (except masonry forklift);

C. Group III—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: tractors (under fifty (50) HP); distributor (bituminous); scissor lift; small machine (operator); mud jack; wench truck operator; pug mill operator; elevator-push button; A-frame truck; mixers; oilers;

D. Group III-A—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as a masonry forklift;

E. Group IV—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as a self-propelled floor sweeper; and

F. Group V—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: elevator—auto; air pressure oiler; air pressure engineer.

2. Heavy/highway construction. The subtitles falling within the occupational title of work description for operating engineer, as applicable to heavy/highway construction, are as follows:

A. Group I—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: asphalt finishing machine and trench; widening spreader;

asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator (all types); boat operator (all types); boilers—two (2); central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; Derrick or Derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; high-loader including skid steer (for example, Bobcat); hoisting engine—two (2) active drums; launchhammer wheel; locomotive operator—standard gauge; mechanics and welders; mucking machine; piledriver operator; Pitman crane operator; push cat operator; quadtrack; scoop operator—all types; shovel operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane;

B. Group II—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: A-frame truck; asphalt hot mix silo; asphalt plant fireman, drum or boiler; asphalt plant mixer operator; asphalt plant man; asphalt roller operator; backfiller operator; Barber-Greene loader; chip spreader; concrete mixer operator, skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; forklift; greaser—fleet; hoisting engine—one (1); locomotive operator—narrow gauge; multiple compactor; pavement breaker; power-broom—self-propelled; power shield; roofer; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator—over fifty (50) HP; winch truck;

C. Group III—This subtitle applies to workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as follows: boilers—one (1); chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator self-propelled; curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high-type asphalt; screening and washing plant operator; siphons and jets; subgrading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator—combination boiler and booster; tractor operator fifty (50) HP or less; Umac, Ulric, or similar spreader; vibrating machine operator, not hand;

D. Group IV—This subtitle applies to

workers who operate, monitor, and control, repair, modify, assemble, erect, oil, service each or all electrically or electronically, hydraulically, or any power-operated equipment set forth as an oiler or oiler-driver (fireman—rig; maintenance operator);

(N) Outside- lineman, lineman operator, groundman, lineman tree trimmer, groundman tree trimmer, and any combination thereof.

1. Outside-lineman—Applies to workers who erect and repair transmission poles (whether built of wood, metal, or other material), fabricated metal transmission towers, outdoor substations, switch racks, or similar electrical structures, electric cables, and related auxiliary equipment for high-voltage transmission and distribution powerlines used to conduct energy between generating stations, substations, and consumers. The work (overhead and underground) falling within this occupational title of work description includes:

A. Construction, repair, or dismantling of all overhead and underground electrical installations. The handling and operation of all equipment used to transport men, tools, and materials to and from the job site. The framing, trenching, digging, and backfilling of vaults, holes and poles, and anchors (by hand or mechanical equipment), guying, fastening to the stub-in on concrete footings or pads, assembling of the grillage, grounding of all structures, stringing overhead wire, installing underground wire, splicing, and installation of transformers;

B. Construction and repair of highway and street lighting and traffic signal systems, cathodic protection systems, and ball field lighting systems;

2. Lineman operator—Operates equipment used on the outside line portion of a project. The lineman operator assists linemen in the performance of their work but does not climb or work out of any type of aerial lift equipment. The lineman operator does not perform any work that requires the use of hand tools;

3. Groundman—Work performed on the ground to assist the journeymen outside line construction/lineman on work not energized. Groundmen use jack hammers, air drills, shovels, picks, tamps, trenching equipment, and other such tools for excavating and/or compacting dirt or rock on the outside line portion of a project but do not use hand tools;

4. Lineman tree trimmer—Trimming and removal of trees, stumps, limbs, brush, and other related tasks in and around electrical systems by use of chainsaws, pruners, pole saws, and hand saws only when specifically required to provide clearance and right-of-way preparation for installation of overhead or underground high-voltage electric



utility lines, and excluding the clearance of right-of-ways related to heavy-highway construction or other public projects not directly related to the installation of electrical utility lines. Lineman tree trimmer work may be performed on the ground and in the air; and

5. Groundman tree trimmer—Assists the lineman tree trimmer in the performance of their work using rakes, chainsaws, chippers, and industrial mowers in and around electrical systems only when specifically required to provide clearance and right-of-way preparation for installation of overhead or underground high-voltage electric utility lines, and excluding the clearance of right-of-ways related to heavy-highway construction or other public projects not directly related to the installation of electrical utility lines. Groundman tree trimmer work is only performed on the ground;

(O) Painter—The work falling within the occupational title of work description for painter includes:

1. Preparation of surfaces. The washing, cleaning, pointing, and taping of drywall, regardless of material used, and smoothing of surfaces, using sandpaper, brushes, or steel wool. The removal of old paint or other coatings from surfaces, using paint remover, scraper, wire brushing, sandblasting, water blasting, liquid steam, or by any other similar process. The filling of nail holes, cracks, and joints with putty, plaster, or other fillers;

2. Color matching and mixing. The application of paint, varnish, stain, enamel, lacquer, vinyl, wallpaper, and other materials of whatever kind of quality applied to walls or ceilings with paste or adhesive, using brushes, spray gun (spray painter), or paint rollers. The application of polyurethane elastomers, vinyl plastics, neoprene, resin, polyester, and epoxy as waterproofing or protective coatings to any kind of surface (except roofs) when applied with brushes, spray guns, or rollers;

3. Texturing and decorating. The erecting of scaffolding or setting up of ladders to perform the work above ground level. The paperhanging of walls and ceilings with decorative wall coverings made of fabric, vinyl, or paper. The preparing of the surface to be covered by applying sizing, which seals the surface and makes the covering stick better. The removal of the old covering by soaking, steaming, or applying solvents. The patching of holes and other imperfections before applying the new wall covering. The measuring of the area to be covered; the cutting of the covering into strips of the proper size, the checking of the covering for flaws and the examination of the pattern so it can be matched when the strips are hung. The preparation of paste or other adhesives according to manufacturers' directions, and the brush-

ing or rolling it on the covering. The placing of the strips on the wall or ceiling, to match adjacent patterns. The smoothing of the strips to remove bubbles and wrinkles; the trimming of the top and bottom with a razor blade; and the painting or taping of highway striping, or both; and

4. Cleanup. The cleanup of tools and equipment required in connection with work falling within this occupational title;

(P) Plumber (which shall include pipe fitter).

1. General Plumber—Applies to workers who install and repair domestic potable water lines, gravity waste disposal systems inside the curb or fence lines, plumbing fixtures such as: bathtubs, sinks, and toilets—and appliances such as, dishwashers and water heaters. The work falling within the occupational title of work description for plumber includes:

A. Assembling and installing piping systems, fixtures and equipment for the transportation of domestic water and sewage. Piping systems installed in structures (for example, buildings, industrial plants) to the first Y, T, or connection located outside the building;

B. Cutting, threading, and bending pipe. Joining pipes by use of screws, bolts, fittings, solder, welding brazing, and caulking or any other method of making joints in the plumbing industry;

C. Assembling, installing, and repairing valves, pipe fittings, and pumps. Testing the piping system. Installing and repairing plumbing fixtures, such as sinks, bathtubs, water heaters, and water softeners; and

D. Cutting holes in floors and walls for pipes with point and hammer, core drill, or both.

2. Pipe Fitter—Applies to workers who fabricate, install, and repair piping systems to include: water and waste processing systems; heating and air-conditioning systems, pneumatic controls, and pneumatic delivery systems; powerhouse and all pressurized piping systems; gas, oxygen systems; gasoline systems not for public sale. The work falling within this occupational title of work description includes:

A. Piping systems installed in structures (for example, buildings, industrial plants, and the like);

B. Cutting, threading, and bending pipe. Joining pipes by use of screws, bolts, fittings, solder, welding, and caulking, or any other method of making joints in the pipefitting industry;

C. Assembling, installing, and repairing valves, pipe fittings, and pumps. Testing the piping system. Cutting holes in floors and walls for pipes with point and hammer, core-drill, or both;

D. Installing of distribution lines (for example, water mains, sewer mains, oil and gas lines);

E. Welding of steel pipe joints and joining pipes with screws, bolts, fittings, solder, caulking, or any other method for making joints in the industry; and

F. Joining ductile iron and plastic pipes by using any method for making joints in the industry, when the pipe will be under pressure;

(Q) Roofer—Applies to workers who apply and install any and all types of roofing materials, other than sheet metal. The work falling within this occupational title of work description includes:

1. The installation of slate and tile and all substitute materials taking the place of slate and tile used for roofing including flat or promenade slate, with necessary metal flashing to make water-tight;

2. The cementing in, on, or around slate and tile roofs. The laying of felt or paper beneath the slate and tile. The dressing, punching, and cutting of all roof slate or tile either by hand or machinery;

3. The installation of all forms of plastic, slate, slag, gravel; asphalt and composition roofing; rock asphalt mastic when used for damp and waterproofing; prepared paper; compressed paper and chemically prepared paper, and burlap with or without coating. The installation of all damp resisting preparations regardless of the method of application in or outside of building. The installation of damp courses, sheeting, or coating on foundation work and tarred roofs. The laying of the tile or brick, when laid in asphalt or pitch tar;

4. The installation and application of new materials used in roofing, water-proofing, encapsulation, and containment process including all forms of elastomeric or plastic (elastoplastic), or both, roofing systems, both sheet and liquid applied, whether single-ply or multi-ply. The installation of aggregates or stone, used as a ballast for inverted roofing membrane assembly, or roof of similar construction where insulation is laid over the roofing membrane. The sealing and caulking of seams and joints on these elastoplastic systems to insure water-tightness. The applying of liquid-type elastoplastic preparation for roofing, damp, or waterproofing when applied with a squeegee, trowel, roller, or spray equipment whether applied inside or outside of a building. The priming of surfaces to be roofed, damp, or waterproofed, whether done by roller, mop, swab, three- (3-) knot brush, or spray systems. The waterproofing of all types of preformed panels;

5. The application of all types of spray-in-place such as urethane or polyurethane, and the coatings that are



applied over them;

6. The application of roof insulation, when the insulation material is applied as an integral part of the roofing system, whether the insulation material is applied as the first, last, or any other layer in between;

7. The operation and servicing of all kettles, bulk tankers, stationary heating tankers, and other types of equipment and tools used to accomplish this work (including heating systems for the operation of the equipment); and compressors for applying roofing material components, roof and mop carts, hydraulics, tools and equipment, be it hand or power, needed to apply waterproofing, insulated, and roofing materials;

8. The handling, hoisting, and storing of all roofing, damp, and waterproofing materials; and

9. The tear-off, removal, or both, of any type of roofing, all spudding, sweeping, vacuuming, cleanup, or a combination of these, of any areas of any type where a roof is to be relayed;

(R) Sheet Metal Worker—The work falling within the occupational title of sheet metal worker includes:

1. The handling, conditioning, assembling, installing, servicing, repairing, altering, and dismantling of the duct work for the heating, ventilation, and air-conditioning systems regardless of the materials used and the setting of all equipment and all supports and reinforcements in connection with the system;

2. The installation of expansion and discharge valves, air filters, and water filters in heating, ventilation, and air-conditioning systems;

3. The testing and balancing of air-handling equipment and duct work;

4. The forming, rolling, drawing, stamping, or pressing of sheet metal shingles, sheet metal tile, sheet metal brick, sheet metal stone, and sheet metal lumber, when specified for use as roofing, siding, waterproofing, weather proofing, fire proofing, or for ornamental or any other purpose;

5. The performing of sheet metal work specified for use in connection with or incidental to steeples, domes, minarets, look outs, dormers, louvers, ridges, copings, roofing, decking, hips, valleys, gutters, outlets, roof flanges, flashings, gravel stops, leader heads, down spouts, mansards, balustrades, skylights, cornice moulding, columns, capitals, panels, pilasters, mullions, spandrels, and any and all other shapes, forms and design of sheet metal work specified for use for waterproofing, weatherproofing, fire proofing, ornamental, decorative, or display purposes, or as trim on exterior of the buildings;

6. The installing of sheet metal ceilings

with cornices and mouldings of plain, ornamental, enameled, glazed, or acoustic type;

7. The installing of side walls, wainscoting of plain, ornamental, enameled, or glazed types, including sheet metal tile;

8. The application of all necessary wood or metal furring, plastic, or other materials, to which they are directly applied;

9. The performing of sheet-metal work specified for use in connection with or incidental to direct, indirect, or other types of heating, ventilating, air-conditioning, and cooling systems (including risers, stacks, ducts, S strips, fittings, dampers, casings, recess boxes, outlets, radiator enclosures, exhausts, ventilators, frames, grisses, louvers, registers, cabinets, fans, and motors);

10. The air washers, filters, air brushes, housings, air-conditioning chambers;

11. The setting and hanging of air-conditioning units, unit heaters or air-veyor systems, and air handling systems regardless of material used;

12. The assembling and setting up of all cast iron parts, warm air furnace, all stoker, gas, and oil burner equipment used in connection with warm air heating, all sheet metal hoods, casings, wall stacks, smoke pipes, truck lines, cold air intake, air chambers, vent pipes, frames, registers, dampers, and regulation devices;

13. The installing of equipment utilized in the operation of kitchens including ranges, canopies, steam tables, work tables, dishwashers, coffee urns, soda fountains, warming closets, sinks, drainboards, garbage chutes, incinerators, and refrigerators;

14. The installing of tubing, pipes, and fittings, used in connection with or incidental to coppersmithing work. The installation of fume hoods, metal toilet partitions, metal lockers, plain metal shelving; and

15. The handling, moving, hoisting, and storing of all sheet metal materials on the job site, where power equipment and rigging are required;

(S) Sprinkler Fitter—Applies to workers who perform the installation, adjustments, and corrections, repair, and dismantling of all fire protection and fire control systems and the installation of all fire piping for tubing, appurtenances, and equipment. The work falling within the occupational title includes: The handling and installation of all piping and appurtenances pertaining to sprinkler equipment, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to the sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, tank and pump connections, and fire protection systems using mulsifyre, spray, water,

fog, carbon dioxide (CO<sub>2</sub>), gas and foam and dry chemical systems; and

(T) Truck Driver (which shall include truck control service driver, truck driver group I, truck driver group II, truck driver group III, and truck driver group IV)—The workers who perform work falling within the occupational title of work description for truck driver includes the operation, repair, and servicing of the following mechanical equipment. This occupational title encompasses several subclassifications, with the title and work description considered in light of whether the public works project pertains to building construction or heavy/highway construction.

1. Building construction. The subtitles falling within the occupational title of work description for truck driver, as applicable to building construction, are as follows:

A. Truck control service driver – Applies to workers who perform work including:

(I) The delivery, installation, and pickup of traffic control devices;

(II) The unloading and installation of barricades, plastic channelizer drums, safety cones, and temporary flashing lights not to exceed one hundred fifteen (115) volts;

(III) Regular periodic inspections to assure that traffic control devices are clean, clearly visible, and properly positioned. Inspection and maintenance includes replacing batteries and bulbs in lights, cleaning reflective material and lenses, and repairing or replacing damaged or missing devices when incidental to and part of a public works construction project; and

(IV) Removal of all traffic control devices by loading them on a truck and driving them to a storage yard where they are unloaded;

B. Group I—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks single axle, station wagons, pick-up trucks, material trucks single axle, tank wagon single axle;

C. Group II—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: agitator and transit mix-trucks;

D. Group III—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks tandem axle, articulated dump trucks, material trucks tandem axle, tank wagon tandem axle; and

E. Group IV—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the



following equipment: semi and/or pole trailers, winch, fork and steel trucks, distributor drivers and operators, tank wagon semi-trailer, Insley wagons, dumpsters, halftracks, speedace, euclids, and other similar equipment, A-frame and Derrick trucks, float or low boy, and boom truck.

2. Heavy/highway construction. The subtitles falling within the occupational title work description for truck driver, as applicable to heavy/highway construction, are as follows:

A. Truck control service driver – Applies to workers who perform work including:

(I) The delivery, installation, and pickup of traffic control devices;

(II) The unloading and installation of barricades, plastic channelizer drums, safety cones, and temporary flashing lights not to exceed one hundred fifteen (115) volts;

(III) Regular periodic inspections to assure that traffic control devices are clean, clearly visible, and properly positioned. Inspection and maintenance includes replacing batteries and bulbs in lights, cleaning reflective material and lenses, and repairing or replacing damaged or missing devices when incidental to and part of a public works construction project; and

(IV) Removal of all traffic control devices by loading them on a truck and driving them to a storage yard where they are unloaded;

B. Group I—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks single axle, station wagons, pick-up trucks, material trucks single axle, tank wagon single axle;

C. Group II—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: agitator and transit mix-trucks;

D. Group III—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: flat bed trucks tandem axle, articulated dump trucks, material trucks tandem axle, tank wagon tandem axle; and

E. Group IV—This subtitle applies to workers who operate, monitor, control, repair, modify, assemble, erect, oil, and service the following equipment: semi-and/or pole trailers, winch, fork and steel trucks, distributor drivers and operators, tank wagon semi-trailer, Insley wagons, dumpsters, halftracks, speedace, euclids, and other similar equipment, A-frame and Derrick trucks, float or low boy, and boom truck.

*AUTHORITY: section 290.240.2., RSMo Supp. 2018.\* Original rule filed Sept. 15, 1992, effective May 6, 1993. Emergency amendment filed April 30, 1993, effective May 10, 1993, expired Aug. 28, 1993. Amended: Filed Aug. 13, 1996, effective Feb. 28, 1997. Amended: Filed Jan. 22, 1997, effective Sept. 30, 1997. Amended: Filed June 17, 2004, effective Dec. 30, 2004. Amended: Filed Aug. 19, 2010, effective Feb. 28, 2011. Amended: Filed Aug. 9, 2012, effective Feb. 28, 2013. Emergency amendment filed Nov. 7, 2014, effective Nov. 17, 2014, expired May 15, 2015. Amended: Filed Nov. 7, 2014, effective April 30, 2015. Emergency amendment filed Nov. 21, 2018, effective Dec. 1, 2018, expired May 29, 2019. Amended: Filed Nov. 21, 2018, effective July 30, 2019.*

*\*Original authority: 290.240, RSMo 1957, amended 1969, 2018.*



**DIVISION OF  
LABOR  
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS  
**AFFIDAVIT  
COMPLIANCE WITH THE PREVAILING WAGE LAW**

I, \_\_\_\_\_, upon being duly sworn upon my oath state that: (1) I am the  
*(Name)*

\_\_\_\_\_ of \_\_\_\_\_; (2) all requirements of  
*(Title)* *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects  
have been fully satisfied with regard to this company's work on \_\_\_\_\_;  
*(Name of Project)*

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. \_\_\_\_\_ Section \_\_\_\_\_ issued by the Missouri Division of Labor Standards and applicable to this project located in \_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires \_\_\_\_\_, \_\_\_\_\_.

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

\_\_\_\_\_  
Receipt by Authorized Public Representative

**CULTURAL RESOURCE ASSESSMENT**  
**Section 106 Review**

**CONTACT PERSON/ADDRESS**

**C:**

James D. Bensman  
MECO Engineering Co., Inc.  
3120 Palmyra Road  
Hannibal, MO 63401

Ms. Raegan Ball, FHWA  
Mr. Michael Meinkoth, MoDOT  
Mr. Taylor Peters, FHWA

**PROJECT:**

SHPO Project No. 001-CO-20, Old Forge Rd. Bridge #1730012-1 over Clark Fork (MoDOT Project No. BRO-B026(23))

**FEDERAL AGENCY**

FHWA

**COUNTY:**

Cole

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

- After review of initial submission, the project area has a low potential for the occurrence of cultural resources. A cultural resource survey, therefore, is not warranted.
- Adequate documentation has been provided (36 CFR Section 800.11). There will be "no historic properties affected" by the current project.
- An adequate cultural resource survey of the project area has been previously conducted. It has been determined that for the proposed undertaking there will be "no historic properties affected".

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

By: Toni M. Prawl  
Toni M. Prawl, Ph.D., Deputy State Historic Preservation Officer

November 21, 2019  
Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES  
STATE HISTORIC PRESERVATION OFFICE  
P.O. Box 176, Jefferson City, Missouri 65102  
For additional information, please contact Jeffrey Alvey, (573) 751-7862.  
Please be sure to refer to the project number: 001-CO-20

## FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No. \_\_\_\_\_ Date: \_\_\_\_\_

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in a floodplain. The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be 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 Commission 01/27/2020 Not Yet Known  
 Owner or Agent Date Builder Date  
5055 Monticello Road, Jefferson City, Missouri 65109 \_\_\_\_\_  
 Address Address  
573-636-3614 \_\_\_\_\_  
 Phone Phone

### SITE DATA

1. Location: \_\_\_\_\_ 1/4; \_\_\_\_\_ 1/4; Section 33/34 Township 43 N; Range 13 W  
 Street Address Old Forge Rd Bridge #1730012-1 over Clark Fork, MoDOT Project Bro- BRO26(23), Cole County, Missouri
2. Type of Development: Filling  Grading  Excavation  Minimum Improvement \_\_\_\_\_  
 Routine Maintenance \_\_\_\_\_ Substantial Improvement  New Construction  Other \_\_\_\_\_
3. Description of Development: Bridge Replacement No. 17300121 over Drv Fork Creek
4. Premises: Structure Size 64.0 ft. By 24 ft. Area of Site \_\_\_\_\_ Sq Ft  
 Principal Use Transportation Accessory Uses (storage, parking, etc.) N/A
5. Value of Improvement (fair market) \$ 300,000 (approx.) Pre-Improvement/Assessed Value of Structure \_\_\_\_\_
6. 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 (100-YEAR) FLOOD ELEVATIONS.

7. Property Located in a Designated Floodplain FRINGE? Yes  No \_\_\_\_\_
8. Elevation of the 100-Year Flood (ID source) HEC-RAS Hydraulic Analysis - 740.45 (25 Year) - 741.12 (100 Year) NGVD/NAVD
9. Elevation of the Proposed Development Site Low Girder Elevation - 742.64 NGVD/NAVD
10. Local Ordinance Elevation/Floodproofing Requirement 25 Year provided (min.) NGVD/NAVD
11. Other Floodplain Elevation Information (ID and describe source) \_\_\_\_\_

12. Other Permits Required? Corps of Engineer 404 Permit: Yes  No \_\_\_\_\_ Provided \_\_\_\_\_  
 State Department of Natural Resources 401 Permit: Yes  No \_\_\_\_\_ Provided \_\_\_\_\_  
 Environmental Protection Agency NPDES Permit: Yes \_\_\_\_\_ No  Provided \_\_\_\_\_

All Provisions of Ordinance Number 98-03, the "Floodplain Management Ordinance", shall be in Compliance.

### PERMIT APPROVAL/DENIAL

Plans and Specifications Approved/Denied this 4th Day of February, 2020  
 Signature of Developer/Owner \_\_\_\_\_ Authorizing Official \_\_\_\_\_  
Eric Landwehr, County Engineer Larry J. Benz, Director  
 Print Name and Title Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED \_\_\_\_\_ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED \_\_\_\_\_ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDITION THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.

401-057  
Permits



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

March 31, 2020

Missouri State Regulatory Office  
(NWK 2020-00155)  
(Cole County, MO, NWP 14)

Mr. Eric Landwehr  
Cole County Commission  
5055 Monticello Road  
Jefferson City, MO 65109

Dear Mr. Landwehr:

This letter pertains to your application, on behalf of the Cole County Commission, for a Department of the Army (DA) permit for the replacement of Cole County Bridge No. 17300121 over Clark Fork on Old Forge Road with a 69-foot-long single span pre-stressed concrete girder bridge. Both stream banks of Clark Fork are to be excavated to have a slope of 2:1 to facilitate the placement of a 2-foot-thick rock blanket along 160 linear feet of both banks. As the replacement bridge will be higher in elevation, approximately 90 linear feet of an unnamed tributary of Clark Fork would be filled and relocated to the east at its confluence with Clark Fork with the widened footprint along the southeast side of the bridge. A total of approximately 680 cubic yards of MoDOT Type II rock is to be deposited along both banks of Clark Fork and along 90 linear feet of both banks of the relocated unnamed tributary of Clark Fork. The project is located in Sections 33 and 34, Township 43 north, Range 13 west, in Cole County, Missouri.

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 regulations for this Act are found at 33 CFR 320-332.

We have reviewed the information furnished and have determined that your project is authorized by nationwide permit (NWP) 14, provided you ensure that the conditions listed in the enclosed copy of excerpts from the January 6, 2017 Federal Register, Issuance of Nationwide Permits, are met. You must also comply with the Kansas City District Regional NWP Conditions posted at: <http://www.nwk.usace.army.mil/Missions/RegulatoryBranch/NationWidePermits.aspx>

In addition to the general conditions of this permit verification, the following special condition applies to this permit:

1. Please be aware that the endangered Gray bat (*Myotis grisescens*), endangered Indiana bat (*Myotis sodalis*) and threatened Northern long-eared bat (*Myotis septentrionalis*) may be present within or adjacent to your project area. To "not adversely affect" the listed species, the permittee shall avoid cutting and clearing trees within the project area during the bats' active season of April 1<sup>st</sup> through October 31<sup>st</sup>. Tree cutting and clearing may only occur

from November 1<sup>st</sup> through March 31<sup>st</sup>.

The Missouri Department of Natural Resources (MDNR) Water Protection Program, pursuant to Chapter 644.038, RSMo, has issued Section 401 Water Quality Certification without conditions for all NWP's issued to the Missouri Department of Transportation (MoDOT) and/or for projects approved by the Missouri Highways and Transportation Commission. The 2016 Memorandum of Understanding between the MDNR and the MoDOT and any subsequent modifications between the two agencies outline the requirements by which the MoDOT will design and construct projects in order to protect water quality. If you have any questions concerning state water quality standards or compliance issues, please contact the MDNR, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176. You may also contact the MDNR by phone at (573) 526-3589 or by email at [wpsc401cert@dnr.mo.gov](mailto:wpsc401cert@dnr.mo.gov).

**General condition 30** requires you to sign and submit the enclosed "Compliance Certification" within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation.

This NWP verification is valid until March 18, 2022. Should your project plans change or if your activity is not complete within the specified verification term, you must contact this office for another permit determination. Although the Corps has verified your project would meet the terms and conditions of a nationwide permit, other Federal, state and/or local permits may be required. 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: [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey). You may also call and request a paper copy of the survey which you may complete and return to us by mail.

Mr. Kenny Pointer, Regulatory Project Manager, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact Mr. Pointer at 816-389-3833 or via e-mail at [james.k.pointer@usace.army.mil](mailto:james.k.pointer@usace.army.mil). Please reference File No. NWK 2020-00155 in all comments and/or inquiries relating to this project.

Enclosures

cc (electronically w/o enclosures):

Environmental Protection Agency,  
Watershed Planning and Implementation Branch  
U.S. Fish and Wildlife Service, Columbia, Missouri  
Missouri Department of Natural Resources,

## COMPLIANCE CERTIFICATION

General condition 30 of this Nationwide Permit requires that you submit a signed certification regarding the completed work and any required mitigation. This certification page satisfies this condition if it is provided to the Kansas City District at the address shown at the bottom of this page within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation.

**APPLICATION NUMBER:** NWK 2020-00155

**APPLICANT:** Cole County Commission  
5055 Monticello Road  
Jefferson City, Missouri 65109

**PROJECT LOCATION:** In Clark Fork and an unnamed tributary of Clark Fork, In Sections 33 and 34, Township 43 north, Range 13 west, in Cole County, Missouri.

- a. I certify that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions.
- b. I certify that any required mitigation was completed in accordance with the permit conditions.
- c. Your signature below, as permittee, indicates that you have completed the authorized project as certified in paragraphs a and b above.

\_\_\_\_\_  
(PERMITTEE)

\_\_\_\_\_  
(DATE)

Return this certification to:

U.S. Army Corps of Engineers  
Missouri State Regulatory Office  
515 East High Street, Suite 202  
Jefferson City, Missouri 65101



United States Department of Agriculture

401-057  
Permits File

RECEIVED  
NOV 07 2009

MECO ENGINEERING  
HANNIBAL, MO

November 1, 2019

James D. Bensman, P.E., S.E., Vice President  
MECO ENGINEERING COMPANY, INC.  
3120 Palmyra Road  
Hannibal, MO 63401

Dear Mr. Bensman

Attached is a Farmland Conversion Impact Rating (form AD-1006) for the planned replacement of bridge #1730012 over Clark Fork Creek in Cole County Missouri.

If you have any questions, please call me at (573) 769-2235 Ext. # 133.

Sincerely,

Scott Larsen  
Area Resource Soil Scientist

Attachment

cc: Gary Applegate, DC, NRCS, Jefferson City, MO

## U.S. Department of Agriculture

**FARMLAND CONVERSION IMPACT RATING**

|   |   |   |   |                 |                   |
|---|---|---|---|-----------------|-------------------|
| <b>PART I (To be completed by Federal Agency)</b>   |   | Date Of Land Evaluation Request 10/28/19  |   |                 |                   |
| Name Of Project<br>Old Forge Rd. Bridge #1730012-1 over Clark Fork  |   | Federal Agency Involved Cole County Commission  |   |                 |                   |
| Proposed Land Use Bridge Replacement  |   | County And State Cole County, Missouri  |   |                 |                   |
| <b>PART II (To be completed by NRCS)</b>  |   | Date Request Received By NRCS 10-31-19  |   |                 |                   |
| Does the site contain prime, unique, statewide or local important farmland?<br>(If no, the FPPA does not apply -- do not complete additional parts of this form). |   | Yes<br><input type="checkbox"/>   | No<br><input checked="" type="checkbox"/> | Acres Irrigated | Average Farm Size |
| Major Crop(s)   | Farmable Land In Govt. Jurisdiction<br>Acres: % | Amount Of Farmland As Defined in FPPA<br>Acres: %   |   |                 |                   |
| Name Of Land Evaluation System Used   | Name Of Local Site Assessment System            | Date Land Evaluation Returned By NRCS<br>11-1-19  |   |                 |                   |
| <b>PART III (To be completed by Federal Agency)</b>   |   | Alternative Site Rating   |   |                 |                   |
|   |   | Site A  | Site B                                    | Site C          | Site D            |
| A. Total Acres To Be Converted Directly 0.0 converted   |   |   |   |                 |                   |
| B. Total Acres To Be Converted Indirectly 0.0 converted   |   |   |   |                 |                   |
| C. Total Acres In Site (Existing 0.14 ac, Proposed 0.14 ac)   |   | 0.0   | 0.0                                       | 0.0             | 0.0               |
| <b>PART IV (To be completed by NRCS) Land Evaluation Information</b>  |   |   |   |                 |                   |
| A. Total Acres Prime And Unique Farmland  |   |   |   |                 |                   |
| B. Total Acres Statewide And Local Important Farmland   |   |   |   |                 |                   |
| C. Percentage Of Farmland In County Or Local Govt. Unit To Be Converted   |   |   |   |                 |                   |
| D. Percentage Of Farmland In Govt. Jurisdiction With Same Or Higher Relative Value  |   |   |   |                 |                   |
| <b>PART V (To be completed by NRCS) Land Evaluation Criterion<br/>Relative Value Of Farmland To Be Converted (Scale of 0 to 100 Points)</b>                       |   | 0   | 0   | 0               | 0                 |
| <b>PART VI (To be completed by Federal Agency)</b><br>Site Assessment Criteria (These criteria are explained in 7 CFR 658.5(b))                                   |   | Maximum Points  |   |                 |                   |
| 1. Area In Nonurban Use   |   |   |   |                 |                   |
| 2. Perimeter In Nonurban Use  |   |   |   |                 |                   |
| 3. Percent Of Site Being Farmed   |   |   |   |                 |                   |
| 4. Protection Provided By State And Local Government  |   |   |   |                 |                   |
| 5. Distance From Urban Builtup Area   |   |   |   |                 |                   |
| 6. Distance To Urban Support Services   |   |   |   |                 |                   |
| 7. Size Of Present Farm Unit Compared To Average  |   |   |   |                 |                   |
| 8. Creation Of Nonfarmable Farmland   |   |   |   |                 |                   |
| 9. Availability Of Farm Support Services  |   |   |   |                 |                   |
| 10. On-Farm Investments   |   |   |   |                 |                   |
| 11. Effects Of Conversion On Farm Support Services  |   |   |   |                 |                   |
| 12. Compatibility With Existing Agricultural Use  |   |   |   |                 |                   |
| TOTAL SITE ASSESSMENT POINTS  |   | 160   | 0   | 0               | 0                 |
| <b>PART VII (To be completed by Federal Agency)</b>   |   |   |   |                 |                   |
| Relative Value Of Farmland (From Part V)  |   | 100   | 0   | 0               | 0                 |
| Total Site Assessment (From Part VI above or a local site assessment)   |   | 160   | 0   | 0               | 0                 |
| TOTAL POINTS (Total of above 2 lines)   |   | 260   | 0   | 0               | 0                 |
| Site Selected:  | Date Of Selection                               | Was A Local Site Assessment Used?<br>Yes <input type="checkbox"/> No <input type="checkbox"/> |   |                 |                   |
| Reason For Selection:   |   |   |   |                 |                   |



4140 Lindell Blvd  
St. Louis, MO 63108  
Phone: (314) 454-0222  
Fax: (314) 454-1235

Mr. James D. Bensman, PE, SE  
**MECO Engineering Company, Inc.**  
3120 Palmyra Road  
Hannibal, MO 63401

December 30, 2019

**RE: Old Forge Rd Bridge Over Clark Fork, Cole County, MO  
– Asbestos and Lead Survey**

Dear Mr. Bensman,

ABNA Engineering (ABNA) inspected the Old Forge Road Bridge Over Clark Fork in Cole County, Missouri for the presence of asbestos-containing building materials (ACBM) and lead on October 23, 2019.

The asbestos inspection was conducted in accordance with the United States Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAPs) regulations. This inspection began with a visual inspection of exposed surfaces intended to determine the presence of ACBM to the extent possible by standard inspection techniques. Suspect ACBM and lead surfacing material coating observed during the walk-through inspection of the structure (rails and girder) was sampled and collected.

The lab results (sample numbers 1 through 6) reported no asbestos or lead was detected in regulated amounts in the samples (see attached lab test results). Recommend that a note should be included on project plans stating there was no asbestos or lead detected in regulated amounts on the structure and no further action is required.

Best regards,

Raymond E. Bailey, PE, RG

Construction Services Manager



**EMSL Analytical, Inc.**  
 100 Green Park Industrial Court Saint Louis, MO 63123  
 Tel/Fax: (314) 577-0150 / (314) 776-3313  
 http://www.EMSL.com / s.saintlouislab@emsl.com

EMSL Order: 391911608  
 Customer ID: ABNA34  
 Customer PO:  
 Project ID:

Attention: Raymond Bailey  
 ABNA Engineering, Inc.  
 4140 Lindell Blvd.  
 Saint Louis, MO 63108  
 Project: Cole County Bridge

Phone: (314) 454-0222  
 Fax:  
 Received Date: 10/30/2019 12:50 PM  
 Analysis Date: 11/04/2019 - 11/05/2019  
 Collected Date:

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

| Sample              | Description | Appearance                            | Non-Asbestos |                          | Asbestos      |
|---------------------|-------------|---------------------------------------|--------------|--------------------------|---------------|
|                     |             |                                       | % Fibrous    | % Non-Fibrous            | % Type        |
| 1<br>391911608-0001 |             | Various<br>Non-Fibrous<br>Homogeneous |              | 100% Non-fibrous (Other) | None Detected |
| 2<br>391911608-0002 |             | Various<br>Non-Fibrous<br>Homogeneous |              | 100% Non-fibrous (Other) | None Detected |
| 3<br>391911608-0003 |             | Various<br>Non-Fibrous<br>Homogeneous |              | 100% Non-fibrous (Other) | None Detected |
| 4<br>391911608-0004 |             | Various<br>Non-Fibrous<br>Homogeneous |              | 100% Non-fibrous (Other) | None Detected |
| 5<br>391911608-0005 |             | Various<br>Non-Fibrous<br>Homogeneous |              | 100% Non-fibrous (Other) | None Detected |
| 6<br>391911608-0006 |             | Various<br>Non-Fibrous<br>Homogeneous |              | 100% Non-fibrous (Other) | None Detected |

Analyst(s)  
 Sue Ferrario (4)  
 Stuart Kinquist (2)

*Jeff Silita*  
 Jeff Silita, Laboratory Manager  
 or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/1-84-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("fast") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NMAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-detectable organically bound materials prior to analysis. Evaluation of uncertainty is available on request.  
 Samples analyzed by EMSL Analytical, Inc. Saint Louis, MO INVLAP Lab Code 290742-0

Initial report from: 11/05/2019 10:34:59

Figure 1 - Asbestos Test Results.



**EMSL Analytical, Inc.**  
 100 Green Park Industrial Court, Saint Louis, MO 63123  
 Phone/Fax: (314) 577-0150 / (314) 776-3313  
<http://www.EMSL.com> [saintlouislabs@emsl.com](mailto:saintlouislabs@emsl.com)

EMSL Order: 391911607  
 CustomerID: ABNA34  
 CustomerPO:  
 ProjectID:

Attn: **Raymond Bailey**  
**ABNA Engineering, Inc.**  
**4140 Lindell Blvd.**  
**Saint Louis, MO 63108**

Phone: (314) 454-0222  
 Fax:  
 Received: 10/30/19 12:50 PM  
 Collected:

Project: Cole County Bridge

**Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)\***

| Client Sample Description | Collected | Analyzed  | Weight   | RDL         | Lead Concentration |
|---------------------------|-----------|-----------|----------|-------------|--------------------|
| 1<br>391911607-0001       |           | 11/1/2019 | 0.25 g   | 0.0080 % wt | <0.0080 % wt       |
| 2<br>391911607-0002       |           | 11/1/2019 | 0.2563 g | 0.0080 % wt | <0.0080 % wt       |
| 3<br>391911607-0003       |           | 11/1/2019 | 0.2596 g | 0.0080 % wt | <0.0080 % wt       |
| 4<br>391911607-0004       |           | 11/1/2019 | 0.2588 g | 0.0080 % wt | 0.056 % wt         |
| 5<br>391911607-0005       |           | 11/1/2019 | 0.2563 g | 0.0080 % wt | 0.090 % wt         |
| 6<br>391911607-0006       |           | 11/1/2019 | 0.2574 g | 0.0080 % wt | 0.097 % wt         |

Jeff Siria, Laboratory Manager  
 or other approved signatory

\*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.  
 Samples analyzed by EMSL Analytical, Inc. Saint Louis, MO ABNA-LAP, LLC-ELLAP Accredited #102636

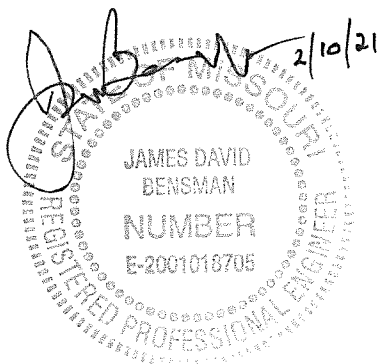
Initial report from 11/01/2019 10:09:46

Figure 2 – Lead Test Results.

## **JOB SPECIAL PROVISIONS – TABLE OF CONTENTS**

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

- A. WORK ZONE TRAFFIC MANAGEMENT PLAN
- B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS
- C. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT
- D. UTILITIES
- E. ORDER OF WORK
- F. ACCEPTANCE OF PRECAST CONCRETE MEMBERS AND PANELS
- G. GUIDELINES FOR OBTAINING ENVIRONMENTAL CLEARANCE FOR PROJECT SPECIFIC LOCATIONS
- H. CLEARING AND GRUBBING LUMP SUM ITEM
- I. TEMPORARY EROSION CONTROL LUMP SUM ITEM
- J. CLASS 1 EXCAVATION LUMP SUM ITEM
- K. LIQUIDATED DAMAGES SPECIFIED FOR FINAL CLOSEOUT DOCUMENTATION
- L. TIME RESTRICTIONS FOR MIGRATORY BIRDS



## **A. WORK ZONE TRAFFIC MANAGEMENT PLAN**

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

**2.2** The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

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

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

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

**2.5.1 Traffic Delay.** The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

#### **2.5.2 Traffic Safety.**

**2.5.2.1** Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.5.2.2** When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

### **3.0 Work Hour Restrictions.**

**3.1** There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

#### **B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

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

MECO Engineering Co, Inc.  
James Bensman  
3120 Palmyra Road, Hannibal, MO 63401  
Phone: 573-221-4048

#### **C. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT**

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

LPA contact: Eric Landwehr, Cole County Engineer  
Phone: 573-636-3614

MECO Engineering Contact: James D. Bensman, PE, SE  
Phone: 573-221-4048

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

Missouri Highway Patrol: (573) 751-3313

**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 police agency.

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

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

**D. UTILITIES**

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

**Utility Name**

**Known Required Adjustment**

None known in project area.

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

**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 subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or its subcontractor's operation.

**2.0** It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

**E. ORDER OF WORK JSP**

Phase 1: Locate and contact all utilities. Relocations are not anticipated to be required, but expected to be completed prior to Notice to Proceed if they are.

Phase 2: Perform bridge construction

Coordinate all operations and order of work with utility companies.

**F. ACCEPTANCE OF PRECAST CONCRETE MEMBERS AND PANELS JSP**

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

- Certified mill test reports, including results of physical tests on the prestressing strands in reinforcing steel, as required.
- Test reports on concrete cylinder breaks.

The LPA or their engineer of record shall verify and document that the dimensions of the precast units were checked at the jobsite and found to be in compliance with the shop drawings.

**G. GUIDELINES FOR OBTAINING ENVIRONMENTAL CLEARANCE FOR PROJECT SPECIFIC LOCATIONS JSP**

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

Borrow Sites            Haul Roads            Burn Pits  
Staging Areas            and Spoil Sites

at project-specific locations.

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

### 127.27.1 The Endangered Species Act

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

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

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

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

### 127.27.2 Floodplain/Regulatory Floodway

An evaluation of floodplain impacts is mandated by Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines. When available, flood hazard boundary maps (National Flood Insurance Program) and flood insurance studies for the project area are used to determine the limits of the base (100-year) floodplain and the extent of encroachment.

The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100-year) flood as the flood having a one percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The regulatory floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-year flood discharge can be conveyed without increasing the base flood elevation more than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues floodplain development permits. In the case of projects proposed within regulatory floodways, a "No-Rise" Certification, if applicable, should be obtained prior to issuance of a permit.

Questions regarding floodplain and regulatory floodway should be addressed to:

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

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

#### 127.27.3 Federal Emergency Management Agency (FEMA) Buyout Lands

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

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

#### 127.27.4 Farmland Protection

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

The contractor will need to complete Parts I and III of Form AD-1006. The form should then be sent to the NRCS State Office for completion of Parts II, IV and V. The address for NRCS State Office is:

Mr. Dennis Potter  
State Soil Scientist  
Natural Resource Conservation Service

601 Business Loop 70 West  
Parkade Center, Suite 250  
Columbia, MO 65203  
1-573-876-9411

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

#### 127.27.5 Wetlands

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

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

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

#### 127.27.6 Water Quality/Land Disturbance

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

#### 127.27.7 Hazardous Waste Sites

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

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

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

Examine any noticeable contamination in the form of surface staining, oil sheen, odors, stressed vegetation, spills, leaks, illegal dumping, etc.

Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.

Consult with local and state (Missouri Department of Natural Resources, Hazardous Waste Program, 573-751-3176) environmental regulatory agencies to identify if any past problems (complaints, citations, etc.) have occurred at the site, if any permits/licenses have been filed for the site, or if enforcement actions have occurred.

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

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

#### 127.27.8 Historic Preservation

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

Missouri Department of Natural Resources  
State Historic Preservation Office  
Attn: Section 106 Review  
P.O. Box 176  
Jefferson City, MO, 65102-0176

Based on the information supplied, SHPO may clear the project at that time or request that the contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A listing of currently acceptable and available archaeological consultants who can complete a survey if required can be viewed at [the SHPO's](#)

website. Any questions can be directed to the Design Division-Historic Preservation Section, at (573) 751-0473.

#### 127.27.9 Public Land

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

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

#### H. CLEARING AND GRUBBING LUMP SUM ITEM JSP

This item includes performing clearing grubbing within the project limits, and is based the Contractor's assessment of clearing and grubbing requirements according to site conditions—relative to the Contractor's requirements of clear, workable area at the site. At a minimum, the area to be cleared and grubbed shall at least be the area within identified right-of-way acquired for the project, but may also include area within the temporary construction easement zone(s) that the contractor may require for construction operations or access.

#### I. TEMPORARY EROSION CONTROL LUMP SUM ITEM JSP

The Contractor is required to provide and maintain all temporary erosion control for the limits of the project site in accordance with the MoDOT standard drawings included in the contract documents. The Contractor is required to determine the appropriate temporary erosion control measures based on their operations onsite.

#### J. CLASS 1 EXCAVATION LUMP SUM ITEM JSP

The Contractor is required to complete Class 1 Excavation between each abutment fill face of the bridge. The work generally includes grading and shaping the channel bottom and banks within the project limits to provide a smooth transition between proposed and existing stream channel conditions upstream and downstream from the bridge, and excavation and/or shaping of abutment slopes between abutments.

#### K. LIQUIDATED DAMAGES SPECIFIED FOR FINAL CLOSEOUT DOCUMENTATION JSP

Description: If the final payment documents are not completed and ready for final payment in accordance with Sec 109.8, within 60 calendar days of final acceptance of the project, the Contractor shall pay to the Contracting Authority the amount of specified in the contract as liquidated damages and as a penalty for each Calendar Day or Working Day as specified in the

contract until the final payment documents are completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due to the Contractor. Final payment documentation shall include but not be limited to the following:

(a) An affidavit, on the form prescribed by the Contracting Authority, to the effect that all payments have been made and all claims have been released for all material, labor and other items covered by the contract bond.

(b) A Certification, on the form prescribed by the Contracting Authority, showing the actual final DBE participation on the project including name of DBE, type of work and amount paid to each DBE firm.

(c) An affidavit, on the form prescribed by the Contracting Authority, to the effect that all workers have been paid in compliance with prevailing wage requirements within the contract.

#### **L. TIME RESTRICTIONS FOR MIGRATORY BIRDS**

**1.0 Description.** Swallows and other bird species protected by the Migratory Bird Treaty Act may be nesting under the bridge 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. The contractor is prohibited from disturbing active nests regardless of when they are present. Determination if a nest belongs to a protected species, and if it is active or inactive, shall be the responsibility of the MoDOT's Environmental Specialist.

**3.0 Options.** To facilitate the bridge work, the contractor has the following options that allow work on the bridge during nesting season:

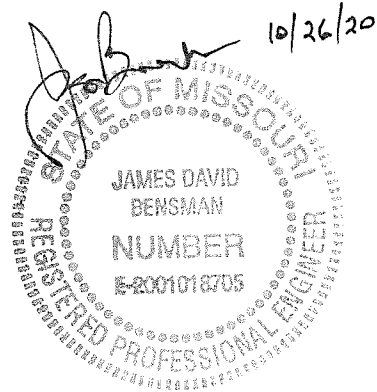
- The work may be completed at any time after July 31 or prior to April 1 as long as no active nests of protected species are present. No additional action is required with this option.
- Work during the general nesting period will only be allowed if the contractor completely removes the colony's inactive or partially constructed nests by March 15 and maintains nest free conditions until the existing bridge deck is removed. Removal methods can consist of scraping or hydro-blasting the existing nests.

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

## GENERAL SPECIAL PROVISIONS

The specifications for this project shall be the Missouri Standard Specifications for Highway Construction and "Supplemental Specification Revisions."

If an LPA provision and MoDOT provision conflict, the LPA provision shall prevail.



## **GENERAL SPECIAL PROVISIONS**

### **SECTION 101.2 - DEFINITION OF TERMS**

#### **Delete the definition for Commission and substitute the following:**

If the words Commission or The Missouri Highway and Transportation Commission are used in the Missouri Standard Specifications for Highway Construction, the word Owner shall be substituted, and shall mean the Contracting Agency acting by and through and of its authorized representatives.

#### **Delete the definition for Contract and substitute the following:**

The written agreement between the Owner and the Contractor covering the performance of the work for the proposed construction. The contract shall include Notice to Contractors, Plans, Proposal, Contract Bond, Contract Agreement, Acknowledgment, Special Provisions, Standard Specifications, Notice to Proceed, and all Supplemental Contracts and Change Orders. It may cover a single project, or combination of projects awarded as a single unit.

#### **Delete the definition for Engineer or Chief Engineer and substitute the following:**

If the words Engineer or Chief Engineer are used in the Missouri Standard Specifications for Highway Construction, the words Engineer shall be substituted, and shall mean the County or Consulting Engineer acting by and through any of his authorized representatives.

#### **Delete the definition for Laboratory and substitute the following:**

Any testing laboratory which may be designated by the Engineer, for inspecting and determining the suitability of materials.

#### **Delete the definition for Plans and substitute the following:**

Drawings or reproductions thereof approved by the Owner, which show the location, character, and details of the work. Plans shall prevail over standard specifications, general special provisions, and job special provisions when in conflict therewith.

#### **Delete the definition for State and substitute the following:**

If the words State or State of Missouri when used in such a manner which implies ownership of the project, the word Owner shall be substituted and shall mean the Contracting Agency by and through any of its authorized representatives.

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

**Delete Sec 102.1 and substitute the following:**

**102.1 Notice of Bid Opening.** After the date is fixed for the receipt of bids, the notice of bid opening will be posted on MoDOT's website and published as required by law. The Owner may, in addition to the website posting and publishing required by law, give notice of such date by mail directly to interested contractors. The notice of bid opening will contain a description of the proposed work, instructions and information to the potential bidder regarding bid forms, plans, specifications, combination bids and the reservation of the right of the Owner to reject any and all bids.

**Delete Sec 102.6 and substitute the following:**

**102.6 Sales and Use Taxes.** The owner may issue a sales tax exemption certificate as described in Section 144.062 RSMo to contractors for the owner. If the sales tax certificate is issued, it will apply to the prime contractor, any subcontractors, or suppliers for materials and supplies incorporated or consumed during the construction of the project. The owner will judge each project and determine if the sales tax exemption of the owner will apply. If the owner does not allow the use of the sales tax exemption then the prime contractor, subcontractors, or suppliers shall pay all applicable state and local sales taxes or state use taxes on all material and supplies used on a project and should include those taxes in their bid.

**Delete Sec 102.7.2 in its entirety.**

**Add Sec 102.20.**

**102.20 Interpretations.** All requests for an interpretation of the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing no later than five (5) mailing days prior to opening of bids. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## **SECTION 104 - SCOPE OF WORK**

**Delete Sec 104.6 in its entirety.**

**Delete Sec 104.11.2 and substitute the following:**

**104.11.2** The contractor shall open and clean all existing channels and culverts leaving them free from all excess mud or silt, drift, brush, and debris of any kind. This work shall be considered incidental to the work, and no direct payment shall be made for work covered by this section.

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

**Delete Sec 105.5 and substitute the following:**

**105.5 Cooperation by Contractor.** The contractor will be supplied with two (2) sets of approved plans and executed contract assemblies including special provisions. Additional sets of approved plans and contract assemblies including special provisions may be purchased as provided in the notice to Contractors. The Contractor shall keep one (1) set of approved plans and contract documents including special provisions available on the job at all times.

**Add Sec 105.5.3.**

**105.5.3** The contractor shall notify the engineer not less than four (4) working days prior to closing the road.

**Delete Sec 105.7 and substitute the following:**

**105.7 Cooperation with Utilities.** The contractor shall make suitable and timely verbal and written requests to all utility locating agencies, all railroad and utility owners, all pipe line owners, and other parties affected, and endeavor to have all necessary locates and adjustments of public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable. One (1) copy of all requests shall be submitted to the Engineer.

**Delete Sec 105.8 thru Sec 105.8.2 and substitute the following:**

**105.8** The engineer will set initial field control consisting of bench marks and control monuments. The contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the engineer during the progress of the work. Elevations shown on the drawings and referred to in the specifications are based on the bench marks shown. The contractor shall employ competent personnel for making position, gradient and alignment determinations and measurements.

**SECTION 106 - CONTROL OF MATERIAL**

**Delete Sec 106.2.2 and substitute the following:**

**106.2.2 Contractor Furnished Sources.** If sources of material are not designated on the plans or described in the contract, or if the contractor desires to use material from sources other than those designated, the contractor shall acquire the necessary rights to take material from the sources and shall pay all costs related thereto, including any that may result from an increase in length of haul. All costs of exploring, meeting environmental requirements and developing such other sources shall be at the contractor's expense. Environmental compliance documentation shall follow MoDOT guidance for contractor furnished borrow and shall be submitted to Design for review and approval. The use of material from other than designated sources will not be permitted until representative samples taken by the contractor in the presence of the engineer have been approved and written authority is issued for the use thereof. Where practicable, borrow areas, gravel pits, and quarry sites shall be located so that they will not be plainly visible from the road, highway, or project site.

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

**Delete Sec 107.13 and substitute the following:**

**107.13 Insurance Requirements.** The contractor shall procure and maintain at the contractor's expense until acceptance of the project by the engineer, insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in Secs 107.13.1 through 107.13.4. Before the contractor begins the work, the contractor shall require the insurance company or companies to furnish to the engineer evidence of such insurance showing compliance with these specifications. All insurance required in Sec 107.13 shall be occurrence policies in a form acceptable to the engineer, and shall remain in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by formal acceptance by the engineer. Each policy or policy's declaration pages shall provide that the policy shall not be materially changed or canceled until the engineer has been given at least 30 days advance notice in writing. If any policy is canceled before the contract work is complete, a satisfactory replacement policy shall be in force, with notice and evidence of insurance submitted to the engineer, prior to the effective date of cancellation of the former policy. All evidence of insurance and notices shall be submitted to the Engineer. Upon request, the contractor shall promptly furnish the engineer with a complete copy of the policy. Failure to furnish evidence of proper insurance, or complete insurance policies when requested, will result in the temporary suspension of work as provided in Sec 108, and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

**Delete Sec 107.13.2.3 and substitute the following:**

**107.13.2.3 Additional Insureds.** Each such policy of commercial general liability insurance and commercial auto liability insurance shall name the Owner, Engineer and its members, agents and employees as additional insureds. Each commercial general liability insurance and commercial auto liability insurance policy shall also contain a separation of insured condition. The insurance afforded by the contractor shall be primary insurance.

**Delete Sec 107.15 and substitute the following:**

**107.15 Personal Liability of Public Officials.** There shall be no personal liability upon the public officials, or any member, employee or agent of the Owner in carrying out any of the provisions of the contract or in exercising any power or authority granted to the individual, it being understood that in such matters the individual acts as an agent and representative of the Owner, with official and public duty doctrine immunity. If any provision of the contract appears to impose a duty on such an individual, the duty will remain exclusively that of the Owner and will not be a personal duty or obligation of the individual.

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

**Delete Sec 109.7 in its entirety and substitute the following:**

**109.7 Partial Payments.**

**109.7.1 Payment Estimates.** The engineer will make monthly payment estimates in writing for the material in place and the work performed during the monthly interval and the value thereof at the contract unit bid prices. For partially complete items, the proper percentage with relation to completion will be allowed.

**109.7.2 Material Allowance.** No payments will be made on account of materials not yet incorporated into the work.

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

**Delete Sec 201.3 in its entirety and substitute the following:**

**201.3 Method of Measurement.** Clearing and grubbing, will not be measured for payment, but will be considered a lump sum unit.

## **SECTION 202 – REMOVAL OF ROADWAYS AND BUILDINGS**

**Delete Sec 202.30.2 and substitute the following:**

**202.30.2 Method of Measurement.** The work provided herein will not be measured for payment, but will be considered a lump sum unit. This shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the plans or encountered during construction. No adjustments will be made from the volumes of unclassified excavation or embankment in place where existing improvements are removed from within the limits of the roadway.

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

**Delete Sec 203.3.1 and substitute the following:**

**203.3.1** Borrow will consist of approved material required for the construction of embankment or for other portions of the work, and shall be obtained either from borrow areas shown on the plans, from areas designated by the engineer, or from other approved sources. If borrow areas are not shown on the plans or are not designated by the engineer, the additional fill material required for the construction of embankment or for other portions of the work, shall be located, furnished and hauled by the contractor as necessary. Borrow will be classified in the same manner as roadway excavation. Areas disturbed by the contractor outside the limits of construction shall be restored at the contractor's expense to a condition similar to that prior to construction operations. The contractor shall be responsible for obtaining all necessary permits and easements.

**Add Sec 203.3.2.8:**

**203.3.2.8** If additional fill material is required for the construction of embankment or for other portions of the work, and if borrow areas are not shown on the plans or are not designated by the engineer, the additional fill material shall be located, furnished and hauled by the contractor as necessary, and will be considered incidental to that portion of the work. Borrow quantities will not be measured. The contractor shall be

responsible for obtaining all necessary permits and easements. No direct payment for locating, securing easements, securing permits, furnishing or hauling additional fill material will be made.

**Delete Sec 203.4.6 and substitute the following:**

**203.4.6** Borrow material shall not be placed until after material from roadway excavation has been placed in the embankment, except as approved otherwise by the engineer. If necessary to remove fencing in order to obtain borrow material, it shall be replaced in as good a condition as it was at the time of removal. The Contractor shall be responsible for confining livestock when a portion of the fence is removed. No direct payment will be made for removing and replacing such fence or for the confining of livestock.

**Delete Sec 203.4.8 and substitute the following:**

**Sec 203.4.8 Human, Criminal, Historical, Archaeological, or Geological Remains.** If the contractor encounters any remains, items, sites or artifacts that may be of criminal, historical, archaeological or geological significance, such as human remains, historic or prehistoric sites, artifacts, bones or fossils, the engineer shall be notified immediately. All excavation operations within 50 feet of the finding shall be temporarily suspended and shall not be resumed at that location except as authorized by the engineer. The engineer will determine the disposition of the remains or items found. Such remains or items shall not be disturbed or removed, except as directed by the engineer. If directed by the engineer, the contractor shall excavate the site in such a manner as to preserve the items encountered.

**Add Sec 203.4.16.3:**

**203.4.16.3** All roadway embankments shall be compacted in accordance with Sec 203.6. No direct payment will be made for compaction performed in these areas.

**Add Sec 203.4.16.4:**

**203.4.16.4** Berms, filling of old channels, waste, or similar areas shall be compacted in accordance with Sec 203.7.

**Add Sec 203.5.8.3:**

**203.5.8.3 Compacting in Cut.** Cut compaction shall be performed in all areas that are to be paved with flexible pavements. A surface parallel to the pavement slope, 12 inches below the bottom of the pavement or lowest base course, shall be temporarily exposed for the full width between roadway inslopes. The exposed material, to a depth of 6 inches, shall be scarified and compacted to no less than the required density. The material above this compacted plane shall be spread in layers not exceeding 8-inches loose thickness, each layer being wetted or dried as necessary and compacted to no less than the required density. All work associated with this compacting in cut will be considered incidental and no direct payment will be made.

**Delete Sec 203.5.9 in its entirety.**

**Add Sec 203.6.3:**

**203.6.3** When any part of the embankment displays a soft, spongy or rubbery condition, the material shall be removed and recompacted and the area shall be reworked as necessary to eliminate the soft, spongy or rubbery condition. This work shall be done at the contracto's expense.

**Delete Sec 203.7 in its entirety.**

**Delete Sec 203.8 in its entirety and substitute the following:**

**203.8.1 Contract Quantity Payment.** The quantities of excavation and embankment in place for which payment will be made are those shown in the contract for the various items, provided the project is constructed essentially to the lines and grades shown on the plans. Contract quantities will be used for final payment of Unclassified Excavation and Embankment in Place except when:

- (a) Errors are found in the original computations
- (b) An original cross section is found to have an average deviation from the true elevation in excess of 1 foot
- (c) An authorized change in grade, slope or typical section is made
- (d) Unauthorized deviations decrease the quantities on the plans

If the above conditions are encountered, the corrections or revisions will be computed by the average end method and added to or deducted from the contract quantity.

**203.8.2** If the plans have been altered or when disagreement exists between the contractor and the engineer as to the accuracy of the plan quantities, either party has the right to request a re-computation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original groundline elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

**203.8.3** Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other portions of the work, it shall be located, furnished and hauled by the contractor as necessary, and will be considered incidental to that portion of the work. The contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

**203.8.4** Measured quantities of excavation will be used where the ground elevations shown on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

**203.8.5** Measurements will be made for unsuitable material actually excavated and removed to permit proper compaction in cut sections and in foundations for embankment sections. No measurement will be

made of the suitable material temporarily removed, and replaced, to facilitate compaction in cuts or under shallow embankments. No direct payment will be made for water required in compaction work. Any costs involved in reducing the moisture content in soils will be at the expense of the contractor.

**203.8.6** Excavated material stockpiled in accordance with Sec 203.4.9 will be measured in the stockpile by the average end area method.

**203.8.7** Compacting in cuts will not be measured but will be considered incidental to the work and no direct payment will be made.

**Delete Sec 203.9 and substitute the following:**

**203.9 Basis of Payment.** Payment for roadway and drainage excavation will be made at the contract unit price which shall be full compensation for the excavating and hauling; placing and forming of embankments; preparation of subgrade; shouldering, rounding slopes, obliterating old roadway, finishing of graded earth roadway, picking up and disposing of field stone and other rock; and any work noted on the plans to be included in the contract unit price for excavation.

**Delete Sec 203.9.2 and substitute the following:**

**203.9.2** Payment will be made at the contract unit price per cubic yard for Unclassified Excavation for each handling of stockpiled excavation approved by the engineer.

**Delete Sec 203.9.3 and substitute the following:**

**203.9.3** Payment for the removal of any unsuitable material will be at the contract unit price for unclassified excavation. Payment for the material for backfilling required undergraded areas will be at the contract unit price for embankment in place. If additional fill material is required for the backfill of undergraded areas, the additional fill material shall be located, furnished and hauled by the contractor as necessary, and will be considered incidental to that portion of the work. The contractor shall be responsible for obtaining all necessary permits and easements. No direct payment will be made for backfilling around structures. No direct payment for locating, securing easements, securing permits, furnishing or hauling additional fill material required for the backfill of undergraded areas will be made.

## **SECTION 206 - EXCAVATION FOR STRUCTURES**

**Delete Sec 206.1.1 and substitute the following:**

**206.1.1** This work shall consist of the necessary excavating for the foundations of all structures, the shaping and clearing of the upstream and downstream stream banks in the vicinity of the structure, the removing and the disposing of all excavated material, the backfilling around the completed structures, and all related works. Limits of the channel work are shown on the plans.

**Delete Sec 206.5.1 and substitute the following:**

**206.5.1 Method of Measurement.** Measurement of Class 1 Excavation will not be made but will be considered a lump sum amount. Measurement of Class 2 Excavation will be made to the nearest 2 cubic yard (unless lump sum unit is specified on plans and proposal) for each structure of that volume of materials actually removed from within the limits herein established. The volume measured will be limited by vertical planes 18 inches outside of and parallel with the neat lines of footings, tie beams, or overhangs of structures classed as bridges or retaining walls. The upper limits of the volume measured will be the specific elevation indicated on the plans. The lower limits of the volume measured will be the bottom of the footings, bottom of seal courses, or 18 inches below the bottom of tie beams and overhangs. For timber bents, the excavation will be measured within the horizontal limits shown on the plans to the bottom of the backing supports for end bents, and to the bottom of the sway bracing for intermediate bents.

**Delete Sec 206.5.2 and substitute the following:**

**206.5.2** If Class 3 Excavation is specified as a pay item, it will not be measured for payment, but will be considered a lump sum unit. This shall include the excavation of any material, whether rock or earth, suitable or unsuitable, regardless of whether shown on the plans or encountered during construction, and the suitable backfill required thereof. If Class 3 Excavation is not specified as a pay item, it will be considered incidental to the work and no measurement or direct payment will be made.

**Delete Sec 206.5.2.1 and substitute the following:**

**206.5.2.1** Any material excavated and any part of the old concrete removed in extending culverts will be considered Class 3 Excavation. Measurement of Class 3 Excavation to clean out culverts which are to be used in place will not be made but will be considered a lump sum unit.

**Delete Sec 206.6.1 and substitute the following:**

**206.6.1** Payment for additional Class 2 Excavation required to carry footings to an elevation below that shown on the plans will be made at 150 percent of the contract unit price for that additional excavation within the limits of Class 2 Excavation, unless Class 2 Excavation is specified on the plans and proposal as a lump sum bid item.

**Delete Sec 206.6.3.1 in its entirety.**

**SECTION 214 – ROCK FILL**

**Delete Sec 214.4 and substitute the following:**

**214.4 Method of Measurement.** The contract quantity listed in the proposal shall be the basis for payment. Final measurement will not be made except for authorized changes during construction which significantly change the contract quantity or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

**Delete Sec 214.5 in its entirety and substitute the following:**

**214.5 Basis of Payment.** The accepted quantities of rock fill shall be paid for at the unit price included in the contract. This payment shall be for furnishing and placing of the accepted quantities.

## **SECTION 304 - AGGREGATE BASE COURSE**

**Delete Sec 304.3.1 in its entirety.**

## **SECTION 310 - AGGREGATE SURFACE**

**Delete Sec 310.2 and substitute the following:**

**310.2 Materials.** Aggregate for surfacing shall be Grade B Crushed stone or shall be of the type and source approved by the Owner for surfacing the Owner Roads in the vicinity of the project. Final acceptance will be on the basis of visual examination by the engineer.

**Add Sec 310.5.4:**

**310.5.4** There shall be no intentional deviation from the contract quantity. The contractor shall keep a running total of the material placed. Accepted quantities shall not exceed the theoretical weight based on 105 pounds per cubic foot by more than 10 tons.

## **SECTION 501 - CONCRETE**

**Add Sec 501.2.1:**

**501.2.1** Prior to approval and use of the material, the contractor shall furnish a certification stating that the material supplied conforms to all the requirements of these specifications. The certification shall include or have attached typical results of tests for specified properties which have been made on representative samples of the materials to be supplied. The engineer reserves the right to sample and test any material. Acceptance will be based on the certification, visual inspection and the results of any tests the engineer may perform.

**Delete Sec 501.3 and substitute the following:**

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

**Delete Sec 501.3.1 and substitute the following:**

**501.3.1** For simplicity of design, the various fine aggregates are grouped into four classes, and a desirable minimum and maximum cement factor has been established for each class. The cement factor for the individual job may vary, depending upon the gradation of the coarse aggregate, the quantity of mixing water used, the quantity of entrained air when air-entrained concrete is specified, and upon changes in proportions which may be necessary to produce satisfactory workability, strength, or entrained air content. The contractor will make such changes in proportions, as necessary to produce concrete of satisfactory workability and strength.

**Delete Sec 501.4 and substitute the following:**

**501.4 Sampling.** Sampling of fresh concrete shall be in accordance with methods established by the engineer. The entire sample for slump and air tests, and for molding compressive strength specimens, may be taken at one time or at two or more regular intervals during the discharge of the entire batch. Acceptability of the concrete for slump, air content, and strength requirements, will be determined by tests on these samples. Tests on these samples shall be in accordance with methods established by the engineer. Handling and curing of the specimens shall conform to methods established by the engineer.

**Delete Sec 501.5.2 and substitute the following:**

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

**Delete Sec 501.6 thru 501.6.3 and substitute the following:**

**501.6** The proportioning and batching equipment shall be designed and maintained in such condition that the materials for each batch can be quickly and accurately proportioned. The proportioning and batching equipment shall meet the approval of the engineer.

**Delete Sec 501.7 thru 501.7.2 and substitute the following:**

**501.7 Mixing.** The mixer shall produce concrete uniform in color, appearance, and distribution of the materials throughout the mass. Variations in the mixed concrete reasonably attributable to worn pickup or throw over blades will be just cause for inspection of such blades. If such inspection reveals the blades to be worn down the blades shall be repaired or replaced. The concrete mixer shall meet with the approval of the engineer.

**Delete Sec 501.8.1 and substitute the following:**

**501.8.1** All central mixers, truck mixers, and agitators shall meet with the approval of the engineer. Inspection of the equipment may be made periodically during the work. Only equipment found acceptable in every respect and capable of producing uniform results will be permitted.

**Delete Sec 501.8.1.1 and substitute the following:**

**501.8.1.1** Storage facilities for all materials shall be designed to permit the engineer to make necessary inspections prior to the batching operations. The facilities shall also permit identification of approved materials at all times and shall be designed to avoid any mixing with, or contaminating by, unapproved materials. Coarse and fine aggregate shall be so furnished and handled that variations in the moisture content affecting the uniform consistency of the concrete is avoided.

**Delete Sec 501.8.2**

**Delete Sec 501.8.5 and substitute the following:**

**501.8.5** The right is reserved to reduce the batch size , or reject use of any truck mixer which does not produce concrete uniform in color, appearance, and distribution of materials throughout the mass.

**Delete Sec 501.8.6 and substitute the following:**

**501.8.6** Truck mixers and agitators shall be operated at the speed that meets with the approval of the engineer. When a truck mixer or truck agitator is used for transporting concrete that has been completely mixed, agitation of the concrete shall continue during transportation at the speed that meets with the approval of the engineer. Generally, water may be added to the mixture not more than two times after initial mixing is completed. Each time water is added, the drum shall be turned an additional 30 revolutions or more if necessary, at mixing speed, until uniform mixing is accomplished.

**Add Sec 501.8.8.1:**

**501.8.8.1** There shall be no intentional deviation from this specification. An occasional deviation from this specification may be permitted if, in the judgment of the engineer, the deviation is such that it will not seriously affect the strength or serviceability of the concrete. The engineer will make the determination if the concrete is acceptable and is allowed to remain in place. This determination will be based on visual inspection of the finished product and compressive strength specimen test results. In the event that the concrete is allowed to remain in place, the engineer will document the basis of acceptance by contract modifications which may provide for an appropriate adjustment in the contract price for such work. In hot weather or under conditions contributing to quick stiffening of the concrete, the time shall be reduced as specified by the engineer.

**Delete Sec 501.8.9 and substitute the following:**

**501.8.9** Consideration will not be given to permitting the use of non-agitating equipment for the transportation of central mixed concrete.

**Delete Sec 501.8.10 and substitute the following:**

**501.8.10 Inspection.** Proper facilities shall be provided for the engineer to inspect ingredients and processes use in the manufacture and delivery of the concrete.

**Delete Sec 501.9 thru 501.9.8 and substitute the following:**

**501.9 Volumetric Batched and Continuous Mixed Concrete.** Upon written request by the contractor, the engineer may approve the use of concrete proportioned by volume. If concrete is proportioned by volume, the contractor shall be solely responsible to supply concrete that conforms to the requirements of these specifications. The proportions of ingredients shall be such as to produce a mixture which will work readily into the corners of the forms and around reinforcement by the methods of placing and consolidation employed in the work, but without permitting the materials to segregate or excessive free water to collect on the surface. The mixing procedures and proportions of ingredients shall be determined by the contractor and shall produce the proper placability, durability, strength and other required properties.

**501.9.1** Prior to approval and use of the material, the contractor shall furnish a certification stating that the material supplied conforms to all the requirements of these specifications. The certification shall include or have attached typical results of tests for specified properties which have been made on representative samples or the materials to be supplied. The engineer reserves the right to sample and test any material. Acceptance will be based on the certification, visual inspection and the results of any tests the engineer may perform. All equipment shall meet the approval of the engineer.

**501.9.2** Storage facilities for all materials shall be designed to permit the engineer to make necessary inspections prior to the batching operations. The facilities shall also permit identifications of approved materials at all times and shall be designed to avoid any mixing with, or contaminating by, unapproved materials. Coarse and fine aggregates shall be furnished and handled so that variations in the moisture content affecting the uniform consistency of the concrete will be avoided.

**Delete Sec 501.11 and substitute the following:**

**501.11 Concrete Admixtures for Retarding Set.** If specified in the contract, an approved retarder shall be provided and incorporated into the concrete. If not specified in the contract, the use of an approved retarder may be permitted upon approval by the engineer. Approval for the use of any agent will be contingent upon satisfactory performance on the work and permission for its use may be withdrawn at any time satisfactory results are not obtained. The use of retarder for extending the delivery or discharge time of the concrete, or for modifying temperature requirements for placement, will not be approved. Retarder shall be added in accordance with Sec 501.10.3 by means of a dispenser conforming to the requirements of that section. No direct payment will be made for furnishing the retarder, incorporating it into the mix, or for placing or finishing the concrete involved.

**Add Sec 501.16.1 thru 501.16.9:**

**501.16.1** Unless otherwise specified, all concrete shall be subject to visual inspection, job control tests, and compressive strength tests performed on job control samples. All project concrete sampling and testing of materials shall be performed by the local agency or by a consultant employed by the local agency. The

compressive strength tests will be performed by an independent testing laboratory approved by the engineer and paid for by the contractor.

**501.16.2** Concrete materials and operations will be tested and inspected as the work progresses. Failure to detect any defective work or material shall not in any way prevent later rejection if such defect is discovered, nor shall it obligate the engineer for final acceptance.

**501.16.3** Test specimens will be molded and cured from each sample in accordance with methods established by the engineer.

**501.16.4** Compressive strength will be determined by tests made in accordance with methods established by the engineer. One specimen will be tested at about 7 days for information and/or acceptance. If the test results of the specimen tested at about 7 days meets or exceeds the minimum strength requirements specified, subsequent tests may be waived. If one specimen in a test manifests evidence of improper sampling, molding or testing, it will be discarded and the strength of the remaining cylinder will be considered the test result.

**501.16.5** The engineer will generally require at least one strength test for each 100 cu yd, or fraction thereof, of each mix design of concrete placed in any 1 day. When the total quantity of concrete with a given mix design placed in any one day is less than 50 cu yd, the strength tests may be waived by the engineer if, in his judgment, adequate evidence of satisfactory strength has been demonstrated for the same kind of concrete supplied by the same concrete plant.

**501.16.6** The contractor will report to the engineer the strength test results provided by the testing laboratory after they are performed. All test reports will include the exact location in the work at which the batch represented by a test was deposited.

**501.16.7** If the compressive strength test results indicate that the concrete represented by the sample does not meet the minimum strength required by the plans or by these specifications, the engineer will determine the corrective measures to be made.

Generally, any concrete that does not meet the minimum strength requirements will not be accepted and shall be removed. Any and all work and materials required to remove the defective work and make the necessary corrective measures shall be at the contractor's expense. Any additional testing or samples required by the engineer to determine the relative strength of the concrete in place in the structure shall be paid by the contractor.

**501.16.8** The contractor shall provide and maintain adequate facilities for safe storage and proper curing of concrete test specimens on the project site for the first 24 hours.

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

**Add Sec 501.17:**

**501.17** Prior to placement of any concrete in the work, the contractor may desire or may be required to prepare trial batches of concrete for tests. The mixing equipment, mixing time, materials, proportions, slump, and batch size shall be the same as those to be used during the construction. The batches shall be agitated in such manner to simulate the proposed time of haul and discharge. No payment will be made for trial batches.

**SECTION 601 - FIELD LABORATORIES**

**Delete all of Sec 601 in its entirety.**

**606 - GUARD RAIL AND GUARD CABLE:**

**Add Sec. 606.2.4:**

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

**SECTION 611 - EMBANKMENT PROTECTION**

**Delete Sec 611.30.3 and substitute the following:**

**611.30.3 Construction Requirements.** A trench at the toe of the slope shall be excavated to the elevation as shown on the plans, or to a depth of 2 feet if not shown. Generally, the excavation of stream banks shall be held to a minimum. Slopes shall conform to the proper cross section and shall be compacted to a uniform density as required for adjacent material. The rock or broken concrete shall be placed on the slope, to the specified thickness, elevation, and extent, and manipulated. The finished surface of the blanket shall present an appearance free from segregation and with a proportionate quantity of the larger pieces for rock blanket, and any protruding reinforcing bars shall be cut by any method.

**Delete Sec 611.30.4 in its entirety and substitute the following:**

**611.30.4 Method of Measurement.** The contract quantity listed in the bid shall be the basis for payment. Final measurement will not be made except for authorized changes during construction which significantly change the contract quantity or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity. All material shall be placed to conform to lines and grades as shown on the plans, or as directed by the engineer.

**Delete Sec 611.30.5 in its entirety and substitute the following:**

**611.30.5 Basis of Payment.** The accepted quantities of rock blanket shall be paid for at the unit price included in the contract. No direct payment will be made for excavating the trench or for backfilling. This payment shall be for securing the source, quarrying, excavating, breaking, hauling the material to the site and placing of the accepted quantities.

**Delete Sec 611.50.4 and substitute the following:**

**611.50.4 Method of Measurement.** The contract quantity listed in the bid shall be the basis for payment. Final measurement will not be made except for authorized changes during construction which significantly change the contract quantity or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

**Delete Sec 611.60.4 and substitute the following:**

**611.60.4 Method of Measurement.** The contract quantity listed in the bid shall be the basis for payment. Final measurement will not be made except for authorized changes during construction which significantly change the contract quantity, or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

## **SECTION 616 - TRAFFIC CONTROL PLAN**

**Delete Sec 616.4.2.3 and substitute the following:**

**616.4.2.3** If the engineer determines the need for additional signs or other traffic control devices not included in the traffic control plan, the contractor will be notified in writing to provide the additional sign or devices. Any additional costs will be considered incidental to traffic control.

**Add Sec 616.4.6:**

**616.4.6** Work in any of the specified construction stages or other unrelated items of work may be accomplished concurrently with another specified stage provided that no interference with the prescribed handling traffic procedures will occur. The contractor shall submit traffic control plan revisions to the engineer should he choose to deviate from the stages submitted under Sec 616.3.4. All changes to the traffic control plan are subject to the engineer's approval and shall be verified in writing prior to implementation.

**Delete Sec 616.4.7 and substitute the following:**

**616.4.7** The length of time that the contractor may maintain the lane closures or one-way traffic operations shall be kept to a minimum and shall be subject to the engineer's approval. The contractor shall furnish the engineer a traffic control plan indicating the proposed method to achieve temporary stoppage of any traffic lanes if construction operations require such. The plan shall indicate any advance warning or regulatory signs, if used, and their locations; flagmen, if used, and their locations; and all other traffic control devices and their locations which may be used to stop traffic. No payment for traffic control devices used to

temporarily stop traffic will be made but will be considered incidental to the work. No direct payment will be made for removing or reusing these particular signs as an indeterminate number of occasions for their use may occur. Traffic control devices used by the contractor which do not have a specific pay item in the contract shall be supplied, installed, maintained, and removed by the contractor at his expense.

**Add 616.4.8:**

**Sec 616.4.8** In conjunction with the construction phases required by the specifications, the contractor shall furnish the engineer with detailed traffic control plans applicable to each proposed stage of construction. These plans shall include, but are not limited to, the following requirements:

- ( a ) Two 9 ft. lanes shall be kept open when the contractor is not on site. At times when only one lane of traffic is open, the contractor shall provide flagmen in accordance with the MUTCD. At least one lane of traffic, providing two-way traffic, shall be maintained at all times.
- ( b ) Any temporary surfacing as required by the specifications.
- ( c ) Access to all private entrances and side streets shall be maintained.
- ( d ) All signing and barricades indicated on the Traffic Control Devices sheet of the plans.
- ( e ) Areas of construction activity.
- ( f ) Reflective channelization drums at a maximum spacing of 25 feet with every other drum equipped with a flashing light.

**Delete Sec 616.10 and substitute the following:**

**616.10 Basis of Payment.** Signs, traffic control devices, and temporary pavement will be considered incidental to the item traffic control. Traffic control will be paid for at the unit price included in the contract. No direct payment will be made for any incidental items necessary to complete the work unless specifically provided as a pay item in the contract. No direct payment will be made for cleaning, repair, or replacement of traffic control devices.

**SECTION 702 – LOAD BEARING PILES**

**Delete Sec 702.2.6 and substitute the following:**

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

**Delete Sec 702.4.9 and substitute the following:**

**702.4.9 Time Restrictions.** Unless specifically authorized by the engineer, concrete footings shall not be placed on cast-in-place piles until at least 12 hours after the last pile in the footing has been cast. No piling shall be driven within a radius of 20 feet of concrete that has taken initial set and has not attained a compressive strength of at least 1500 pounds per square inch. Compressive strength will be determined by tests made in accordance with methods established by the engineer.

**Add Sec 702.4.11.1:**

**702.4.11.1** Upon completion of driving, each pile shall be firmly seated into the supporting foundation material. Any pile not firmly seated into the supporting foundation material shall be removed and the engineer will determine the corrective measures necessary. No compensation will be allowed for any delay or inconvenience caused by corrective measures or redesign.

**Delete Sec 702.6.6 and substitute the following:**

**702.6.6** If a splice is authorized to extend a structural steel or steel shell pile to reach adequate bearing material, the splice will be paid for if the total required in place pile length for each pile exceeds the plan length by more than 10 feet of the plan length. Splices, if authorized, will be paid for as an additional 8 feet of pile at the contract unit price.

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

**Delete Sec 703.2.3 and substitute the following:**

**703.2.3** The contractor shall notify the engineer in writing of the source and proportions of the mixture he proposes to furnish. The statement shall include the following:

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

**Add Sec 703.2.4:**

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

**Delete Sec 703.3.2.13 and substitute the following:**

**703.3.2.13** Falsework and form removal from under any structural concrete unit shall not be started until the concrete has attained at least the 28-day compressive strength for the class of concrete in question. The falsework support of all concrete spans of a continuous or monolithic series, shall be first released from the center of all spans, and shall proceed simultaneously from all span centers each way toward adjacent bents. Release shall be in such manner as to permit the concrete to gradually and uniformly take stresses due to its own weight. Compressive strength will be determined by methods established by the engineer.

**Delete Sec 703.3.5 and substitute the following:**

**703.3.5** Riding surfaces shall be finished true to the alignment, grade, cross section, and camber shown on the plans. These surfaces shall be finished by use of an approved mechanical finishing machine. Use of vibratory screeds will not be approved whether or not they are a part of the proposed finishing machine.

**Delete Sec 703.3.5.4 and substitute the following:**

**703.3.5.4 Straightedging.** The riding surface will be checked with a 10 foot straightedge immediately after the final finishing operation if requested by the engineer. The straightedge shall be pulled lightly across the surface from one edge of the finished area to the other without interruption. Reaching from outer edges to the center of the finished area will not be permitted. Each transverse pass shall overlap the previously straightedged portion by approximately one half the length of the straightedge. A lightweight longitudinal float may be used in a similar manner in lieu of the straightedge. The straightedge or float shall not be used to cut or move concrete from its finished position. Any irregularities, bumps, or improperly finished areas shall be refinished and the surface again checked by repeating the straightedging operation.

**Delete Sec 703.3.5.5 and substitute the following:**

**703.3.5.5 Roadway Finish Texture.** The roadway surface shall be textured as soon as the condition of the concrete will permit. The roadway finishing shall otherwise conform to the applicable portions of Sec. 502.4. Hand operated devices producing a satisfactory texture will be permitted.

**Delete Sec 703.3.5.6 and substitute the following:**

**703.3.5.6** As soon as curing has been completed, the riding surface will be thoroughly inspected and shall be subject to any corrective measures the engineer deems necessary.

**Delete Sec 703.3.8 and substitute the following:**

**703.3.8 Scale Prevention Treatment.** Bridge decks, except those which are to be surfaced later, shall be treated with one application of a mixture of equal parts, by volume, of commercially available double-boiled linseed oil and mineral spirits. The material shall be applied to the top surface of roadways, and the top and roadway faces of concrete sidewalks, curbs, parapets, and medians. It shall be applied on a clean, dry surface of concrete that has been allowed to dry a minimum of 24 hours after curing mats have been removed, and before the bridge is opened to other than essential construction traffic. Foreign materials on the surface shall be removed and the ambient temperature shall not be below 35 F at the time of application. The application of the mixture shall be at the rate of not less than 0.05 gallon per square yard. The mixture

may be sprayed or flowed on, or applied with a distributor, and shall be thoroughly broomed, brushed, or mopped on all specified surfaces.

**Add Sec 703.3.10.4:**

**703.3.10.4** Insulated forms for cold weather protection may be used at approved locations in lieu of enclosures. The contractor shall secure approval from the engineer of the type of insulation, method of installation, and the locations at which it is proposed for use. Such approval shall not relieve the contractor of his responsibility to protect the concrete from freezing during placing and curing.

**Add Sec 703.3.10.5:**

**703.3.10.5** The contractor shall have a satisfactory recording thermometer available at all times for checking the temperature within weatherproof enclosures or under insulated blankets.

**Add Sec 703.3.10.6:**

**703.3.10.6 Protection.** All concrete shall be effectively protected from freezing for a period of at least 7 days after it has been placed and until a minimum compressive strength of 3000 pounds per square inch has been attained. Protection will be required for not more than 10 days. Regardless of precautions taken, the contractor shall assume all risks, and all frozen concrete shall be replaced at his expense.

**Add Sec 703.3.13:**

**703.3.13** Spread footings shall be keyed into rock or shale to the depth indicated on the plans. If the elevation of suitable rock or shale deviates from that indicated, footings shall be adjusted within the limits shown on plans, as directed by the engineer. Excavation for the structure will be paid for as indicated in Section 206 of the Standard Specifications and these General Special Provisions. For lowered footings, payment will be allowed for additional concrete and reinforcing steel necessary to extend the column to the top of the footing in the lowered position. If the contractor desires to furnish at his expense additional concrete to thicken footings to provide the revised length in lieu of extending the column, he may do so with payment being allowed only for concrete and reinforcing steel as described above.

**Add Sec 703.4.4:**

**703.4.4** If lean concrete is listed as a contract bid item, the measurement of lean concrete quantities placed beneath box culvert or other designated structures will be made to the nearest 1/10 cubic yard for the actual quantity placed, except that the quantity will be based on the maximum horizontal limits indicated on the plans and the actual required depth (thickness) determined in the field and authorized by the engineer. The depth shall be measured down to the neat line of the excavation.

**Add Sec 703.5.6:**

**703.5.6** Unless otherwise specified, no direct payment will be made for concrete placed in seal courses.

## **SECTION 703.6 - OPEN CONCRETE BARRIER CURB**

### **Add Sec 703.6:**

**703.6.1 Description.** This work shall consist of constructing an open concrete barrier curb and barrier curb terminal ends as necessary in conformity with the lines, dimensions, and typical sections shown on the plans. All construction shall be in accordance with the applicable sections of Sec. 703.

**703.6.2 Appearance.** The surface shall be of smooth and even texture, true to line and grade. Surfaces which do not exhibit a smooth, even texture shall be repaired to the approval of the engineer.

### **703.6.3 Method of Measurement**

**703.6.3.1 Method of Measurement.** The contract quantity listed in the bid shall be the basis of payment. Final measurement will not be made except for authorized changes during construction which significantly change the contract quantity or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

**703.6.3.2** The contractor shall be responsible for verifying the Bill of Reinforcing Steel. Any errors or omissions contained in the Bill of Reinforcing Steel shall not be a basis for an adjustment in contract unit price.

### **703.6.4 Basis of Payment.**

**703.6.4.1** The amount of completed and accepted work will be paid for at the contract unit price which shall constitute full compensation for furnishing and placing all forms, any surface preparation required, furnishing and placing all concrete and reinforcing steel, all labor, equipment, tools and incidentals necessary to complete the work.

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

### **Add Sec 706.2.3:**

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

### **Delete Sec 706.3.1 and substitute the following:**

**706.3.1** Reinforcing steel shall be protected from damage at all times. When placed in the work, it shall be free from dirt, oil, paint, grease, loose mill scale, thick rust, and other foreign substances. Thin, powdery rust need not be removed. All reinforcing steel required for superstructure concrete, such as slabs, girders,

and beams and top slabs of concrete box culverts of more than 4-foot span, shall be held securely in correct position by means of approved metal bar supports and ties. Reinforcing bars shall be positively secured against displacement. For bridge decks and top slabs of culverts, bars in the top mat shall be firmly tied with wire at each cross or lap. At all other locations, the bars shall be firmly tied at alternating crossings or closer. The steel shall be tied in correct position and inspected before any concrete is placed. Such inspection will not relieve the contractor of his responsibility for constructing the unit in accordance with the plans. Care shall be exercised to maintain proper clearance between the forms and the reinforcement. Measurements to reinforcing steel shall be made to the centerline of bar, except where clear distance from face of concrete is shown on the plans. Before concrete is placed, any dried mortar shall be cleaned from the reinforcing steel.

## **SECTION 801 – LIME AND FERTILIZER**

### **Add Sec 801.2.3.1:**

**801.2.3.1** The contractor shall submit supplier's certification or bag label analysis along with the rate of application to the engineer.

### **Add Sec 801.4.3:**

**801.4.3 Commercial Fertilizer.** Unless otherwise specified, following fertilizer shall be applied at the rate specified:

|                 |                   |
|-----------------|-------------------|
| Nitrogen        | 80 lbs. per acre  |
| Phosphoric Acid | 160 lbs. per acre |
| Potash          | 80 lbs. per acre  |

### **Delete Sec 801.5 and 801.6 and substitute the following:**

**801.5 Method of Measurement and Basis for Payment.** Fertilizing will not be measured for payment but will be included in the unit bid price for Seeding, Mulching, and Fertilizing as shown on the plans. Contract quantities will be used for final payment of Seeding, Mulching, and Fertilizing, provided the project is constructed essentially to the lines and grades shown on the plans.

## **SECTION 802 - MULCHING**

### **Add Sec 802.1.1:**

**802.1.1** Unless otherwise specified, Type 1 Mulch (Vegetative) shall be used

### **Delete Sec 802.4 and 802.5 in their entirety and substitute the following:**

**802.4 Method of Measurement and Basis for Payment.** Mulching will not be measured for payment but will be included in the unit bid price for Seeding, Mulching, and Fertilizing as shown on the plans. Contract quantities will be used for final payment of Seeding, Mulching, and Fertilizing, provided the project is constructed essentially to the lines and grades shown on the plans. Acceptance will be by visual inspection.

## SECTION 805 - SEEDING

**Delete Sec 805.2.1 and substitute the following:**

**805.2.1** Seed shall comply with the requirements of the Missouri Seed Law. Commercially available seed will be permitted, however the percentages for purity and germination as certified by the supplier shall be subject to the approval of the engineer. The contractor shall supply the supplier's certifications to the engineer. Seed may be accepted on the basis of bag labels. If seed is accepted on the basis of bag labels, the contractor shall retain the bag labels and shall write a letter to the engineer stating the amount and type of the seed. Unless otherwise specified, the seed mixture and rate of application shall be as specified below:

| <u>All Seasons</u>           | <u>Mixture</u> | <u>Rate (Pounds per Acre)</u> |
|------------------------------|----------------|-------------------------------|
| Tall Fescue                  | 80%            | 55                            |
| Kentucky Blue Grass          | 5%             | 4                             |
| White Clover                 | 4%             | 3                             |
| Annual Rye Grass             | 11%            | <u>8</u>                      |
| <b>TOTAL POUNDS PER ACRE</b> |                | <b>70</b>                     |

**Delete Sec 805.3.1 and substitute the following:**

**805.3.1** Seeding shall be done before the proposed seedbed becomes eroded, crusted over, or dried out and shall not be done when the ground is in a frozen condition or covered with snow. The seedbed shall be prepared in accordance with Section 801. Seed shall be uniformly applied at the rates specified. Provisions shall be made by markers or other means to insure that the successive seeded strips will overlap or be separated by a space no greater than the space left between the rows planted by the equipment being used. If inspection during the seeding operation indicates that the strips wider than the space between rows planted have been left unplanted, additional seed shall be planted on these areas.

**Delete Sec 805.6 thru 805.7 and substitute the following:**

**805.6 Method of Measurement and Basis for Payment.** Seeding will not be measured for payment but will be included in the unit bid price for Seeding, Mulching, and Fertilizing as shown on the plans. Contract quantities will be used for final payment of Seeding, Mulching, and Fertilizing, provided the project is constructed essentially to the lines and grades shown on the plans.

## SECTION 903 - HIGHWAY SIGNING

**Add Sec 903.2.6:**

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

## **SECTION 1054 - CONCRETE ADMIXTURES**

### **Delete Sec 1054.3.1 and substitute the following:**

**1054.3.1 Certification.** The manufacturer shall submit a certification and guarantee to the engineer, showing the brand name and designation; the composition or description of the admixture; the manufacturing ranges for percent total solids, and pH by AASHTO T 200; the infrared spectrum; the manner in which it will be identified on the containers; and certifying that it will conform to the requirements of these specifications. The manufacturer shall also guarantee that as long as material is furnished under that brand and designation it will be of the same composition as originally approved and will in no way be altered or changed.

### **Delete Sec 1054.4.1 and 1054.4.1.1 substitute the following:**

**1054.4.1 Certification.** The manufacturer shall submit a certification and guarantee to the engineer for approval.

**1054.4.1.1** The certificate shall show the brand name and designation; the composition or description of the admixture; the manufacturing ranges for specific gravity at 77 F (25 C) and percent total solids, the infrared spectrum; the manner in which it will be identified on the containers; and certifying that it will conform to the requirements of these specifications. The manufacturer shall also guarantee that as long as material is furnished under that brand and designation it will be of the same composition as originally approved and will in no way be altered or changed.

### **Delete Sec 1054.5.1 and 1054.5.1.1 substitute the following:**

**1054.5.1 Certification.** The manufacturer shall submit a certification and guarantee to the engineer for approval.

**1054.5.1.1** The certificate shall show the brand name and designation; the composition or description of the admixture; the manufacturing ranges for specific gravity at 77 F (25 C) and percent total solids, the infrared spectrum; the manner in which it will be identified on the containers; and certifying that it will conform to the requirements of these specifications. The manufacturer shall also guarantee that as long as material is furnished under that brand and designation it will be of the same composition as originally approved and will in no way be altered or changed.

### **Delete Sec 1054.6.1 and 1054.6.1.1 substitute the following:**

**1054.6.1 Certification.** The manufacturer shall submit a certification and guarantee to the engineer for approval.

**1054.6.1.1** The certificate shall show the brand name and designation; the composition or description of the admixture; the manufacturing ranges for specific gravity at 77 F (25 C) and percent total solids, the infrared spectrum; the manner in which it will be identified on the containers; and certifying that it will conform to the requirements of these specifications. The manufacturer shall also guarantee that as long as material is

furnished under that brand and designation it will be of the same composition as originally approved and will in no way be altered or changed.

**Delete Sec 1054.7.2 and 1054.7.2.1 substitute the following:**

**1054.7.2 Certification.** The manufacturer shall submit a certification and guarantee to the engineer for approval.

**1054.7.2.1** The certificate shall show the brand name and designation; the composition or description of the admixture; the manufacturing ranges for specific gravity at 77 F (25 C) by AASHTO T 157, percent total solids by ASTM D 1644 (Method A), and pH by AASHTO T 200; the infrared spectrum; the manner in which it will be identified on the containers; and certifying that it will conform to the requirements of these specifications. The manufacturer shall also guarantee that as long as material is furnished under that brand and designation it will be of the same composition as originally approved and will in no way be altered or changed.