

RESOLUTION NO. 18-2023

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF CLINTON AND DO-RITE CONSTRUCTION & EXCAVATING, LLC FOR ROADWAY AND DRAINAGE IMPROVEMENTS ON COMMERCE DRIVE.

WHEREAS, the City of Clinton wishes to enter into an Agreement with Do-Rite Construction & Excavating, LLC; and

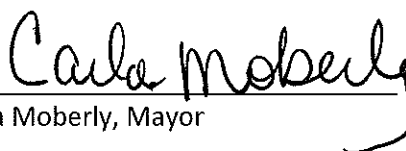
WHEREAS, Do-Rite Construction & Excavating, LLC was selected for the project through a bid process;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Agreement with Do-Rite Construction & Excavating, LLC (Exhibit A), in an amount not to exceed Six Hundred Eighty-One Thousand Sixty-Two Dollars and Fifty Cents (\$681,062.50), is hereby approved.

Section 2. The Mayor is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Approved this 21st day of November, 2023.


Carla Moberly, Mayor

ATTEST


Wendee Seaton, City Clerk



**CONTRACTOR MASTER SERVICES AGREEMENT
FOR
PUBLIC IMPROVEMENTS PROJECT
(Roadway & Drainage Improvements on Commerce Drive)**

THIS AGREEMENT dated this 22nd day of November, 2023 by and between the City of Clinton, (herein "City") and Do-Rite Construction & Excavating, LLC (herein "Contractor").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - As authorized by the City in writing, the Contractor shall provide the City with the labor, materials and equipment to complete the projects specified in the Proposal and Scope of Work submitted to the City. The Contractor shall provide the City, as applicable, with the services and other work outlined. Contractor agrees to provide all labor and services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described, and Contractor's approved bid response, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. The Contractor's bid response and the request for bid packet form a part of this Contract. All proposals for additional work submitted to the Contractor by the City for work may contain the following:

1.1 **Scope of Services** – The primary scope of services is as set forth in the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract. Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.

1.2 Time for Completion - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. All work contemplated to complete the project shall be completed within the time frames identified in the project documents.

1.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Contractor to provide work on an hourly fee plus expense basis, the Contractor's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

1.4 Signatures - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Clinton by its City Administrator and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

1.5 **Contract Documents** The Contract shall consist of the following documents, in this order of priority:

- A. BID RESPONSE
- B. REQUEST FOR BID
- C. AGREEMENT
- D. NOTICE OF AWARD
- E. NOTICE TO PROCEED

F. ALL ADDENDA AND CHANGE ORDERS

2. Compensation - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the approved bid. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

3. City Responsibilities - City agrees to furnish Contractor with all current and available information for each project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the City which may affect services rendered hereunder. Contractor shall notify City of all information it may require from City or other contractors and contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Contractor.

4. Coordination of Work and Work Product - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

5. Protection of Work, Property and Persons - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the

safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3 All Contractors entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Contractor violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

5.4 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the

City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. Insurance Requirements - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 Workers Compensation - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 Bodily Injury - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3 Personal Injury - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

6.4 Third Person Bodily Injury - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$488,755.00 per person and \$3,258,368.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.5 Automobile Coverage - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Contractor's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Contract.

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 Public Liability and Property Damage - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$488,755.00 per person and \$3,258,368.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.7 Excavation or Underground Construction - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures.

6.8 Subcontractor - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City, and shall name the City as an additional insured by endorsement.

7. Indemnification - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Contractor shall hold

City harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.

8. Delegation and Subcontracting - Unless otherwise proposed and approved in the Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

8.1 The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

9. Records and Samples - To the extent not otherwise transferred to the City's possession, Contractor agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Contractor agrees to either retain all test products or samples collected by or submitted to Contractor, or return same to the City as mutually agreed upon. In absence of agreement, Contractor shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. Additional Services - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

11. City Authorization - When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City Administrator, as the context requires. Authorization by the City shall mean written instruction from the City Council or City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval

of the City Administrator. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved in writing. When the term City's representative is used, it shall mean the City Administrator.

12. Period of Services and Termination – The period of performance under this agreement shall be no later than the time frames identified in the project documents. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. Prevailing Wage – If the bid submitted exceeds \$75,000, then the Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering Wage Order No. 29 attached hereto, to the extent the bid amount exceeds \$75,000.

14. Liquidated Damages - If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City one thousand dollars (\$1,000.00) for each calendar day that the Contractor shall be in default after the time stipulated in the approved proposal.

15. Governing Law - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

16. Certification of Lawful Presence / Work Authorization - Contractor will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Sub-Contractors, to comply with

Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

17. Nature of Relationship - Contractor herein is an independent contractor and shall not act as an agent for the City, nor shall Contractor be deemed to be an employee of the City for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

18. Conflict of Interest - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.


19. Bonds - Performance, payment and maintenance bonds shall be required upon execution on the contract. See forms in attached contract.

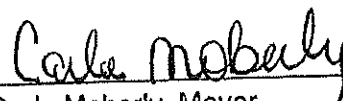
20. Miscellaneous - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder. This Agreement shall be binding on the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONTRACTOR

CITY OF CLINTON


BY: Kyle Eichler
TITLE: VP-PM


Carla Moberly, Mayor

DATE: 11.22.23

DATE: 11/22/2023

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Bond No.: PB00039500103

Do-Rite Construction & Excavating, LLC

17195 Hwy 65, Lincoln, MO 65338

a Corporation hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 - 0950

hereinafter called SURETY are held and firmly bound unto the City of Clinton, 105 E. Ohio, Clinton, MO 64735 hereinafter called CITY in the total aggregate penal sum of ~~Six Hundred Eighty-One Thousand and Sixty-Two dollars and Fifty cents~~ Dollars (\$681,062.50) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the CITY, dated the 22nd day of November, 2023, a copy of which is hereto attached and made a part hereof for the construction, reconstruction, or repair of certain public improvements for the City of Clinton.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the CITY, with or without notice to the SURETY and during the guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the CITY from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the CITY all outlay and expense which the CITY may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

CITY may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT so amended. The term "Amendment," wherever used in this BOND, and

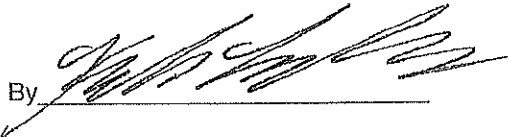
whether referring to this BOND or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the CITY and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The CITY is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in One counterparts, each one of which shall Number be deemed an original, this the 22nd day of November, 2023.

ATTEST:

Principal Do-Rite Construction & Excavating, LLC

By 

By _____
(Principal) Secretary

(SEAL)

By Bryan Eichler
(Witness as to Principal)

17195 Hwy 65, Lincoln, MO 65338
Address

Surety Philadelphia Indemnity Insurance Company
ATTEST:

By Kayla Findley
(Witness to Surety) Kayla Findley

By Tessa R. Turner
Attorney-in-Fact Tessa R. Turner

903 E 104 St Suite 800, Kansas City, MO 64131
Address

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Bond No.: PB00039500103

Do-Rite Construction & Excavating, LLC

17195 Hwy 65, Lincoln, MO 65338

a Corporation hereinafter called Principal, (Corporation, Partnership, or Individual)

and Philadelphia Indemnity Insurance Company (Name of Surety) One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 - 0950

hereinafter called Surety, are held and firmly bound the City of Clinton, 105 E. Ohio, Clinton, MO 64735 hereinafter called CITY, and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of Six Hundred Eighty-One Thousand and Sixty-Two dollars and Fifty cents

Dollars (\$ **) in lawful money of the United States, for the payment of which sum will be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. **\$681,062.50

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL, entered into a certain contract with the CITY, dated the 22nd day of November, 2023, a copy of which is hereto attached and made a part hereof for the construction, reconstruction, or repair of certain public improvements for the City of Clinton.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all person, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provide in such contract, and any authorized extension or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

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

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

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by an claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the CITY, or the SURETY, above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy of the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail. Postage prepaid, in an envelope addressed to the PRINCIPAL, CITY, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

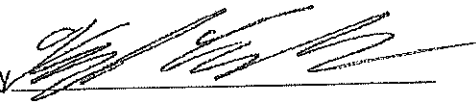
PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 50 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment," wherever used in this BOND and whether referring to this BOND or the Contract shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the CITY and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in One counterparts, each one of which shall Number be deemed an original, this the 22nd day of November, 2023.

ATTEST:

Principal Do-Rite Construction & Excavating, LLC
By _____
(Principal Secretary)

By 

(SEAL)


By Bryan Eishler
(Witness as to Principal)

17195 Hwy 65, Lincoln, MO 65338
(Address)

Surety Philadelphia Indemnity Insurance Company

ATTEST:

By
(Witness to Surety) Kayla Findley

By 
Attorney-in-Fact Tessa R. Turner

903 E 104 St Suite 800, Kansas City, MO 64131
(Address)

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Paige M. Turner, Tessa R. Turner, Amber M. Manning, Donnie Prueff, Matthew J. Miller, Christopher J. Miller, Kelly R. Watson and Sean R. Miller of Robert E. Miller Insurance Agency, Inc its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

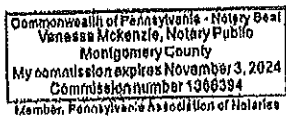
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Vanessa McKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Clinton, 105 E. Ohio, Clinton, MO 64735 hereinafter called CITY, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, Whereas, on the _____ day of _____, 20____, the Principal entered into a written agreement with the CITY, for the construction, reconstruction, or repair of certain public improvements for the City of Clinton; and

Whereas, it was a condition of the contract award by the CITY that these presents be executed by the Principal and Surety aforesaid, and

Whereas, the Principal agrees to guarantee the work hereinabove described, including all materials and workmanship, for the period of two (2) years beginning on the date the CITY so accepts said Work, said date being the formal acceptance date.

NOW, THEREFORE, if the Principal shall and will, in all particulars, well, duly, and faithfully observe, perform and abide by each and every covenant, condition and part of said written agreement and other contract Documents and shall protect the CITY against all damages, losses and expenses which may occur to CITY, by reason of defective materials used, or by reason of defective workmanship done, and for the construction, reconstruction or repair of said public improvements, and settlement of backfill excavated areas.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall Number be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)
By

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Witness as to Principal)

(Address)

(Address)

Surety
ATTEST:

By
(Witness to Surety)

Attorney-in-Fact

(Address)

(Address)

NOTE:

1. Date of BOND must not be prior to date of contract.
2. If CONTRACTOR is partnership, all partners should execute BOND.
3. Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.
4. Accompany this bond with Attorney-in-Fact's Authority from the Surety Company certified to include the date of the bond.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- _____ 2. I do not have the above documents, but provide an affidavit (copy attached), which may allow for temporary 90 day qualification.
- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant	Date	Printed Name

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

State of Missouri)
)SS.
County of Benton)

My name is Z. Blum. I am an authorized agent of De-Rite Construction & Excavation (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant _____ Date 2-6-2024

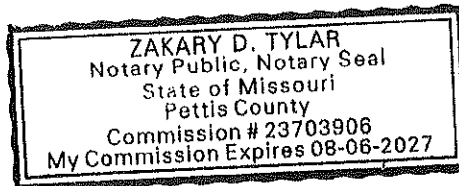
Zak Tylar

Printed Name

Subscribed and sworn to before me this 6th day of February, 2024.

Zakary D. Tylar

Notary Public



City of Clinton
105 East Ohio Street
Clinton, MO 64735

REQUEST FOR BID

BID OF

Bidder Name Do-Rite Construction & Excavating LLC.

Bidder Address 17195 Hwy 65
Lincoln, MO 65338

FOR
CONSTRUCTING OR IMPROVING
PUBLIC IMPROVEMENTS FOR
ROADWAY & DRAINAGE IMPROVEMENTS FOR COMMERCE DRIVE

City of Clinton, MO
Henry County, MO

**ADVERTISEMENT
PUBLIC IMPROVEMENTS FOR
ROADWAY & DRAINAGE IMPROVEMENTS ON COMMERCE DRIVE**

Notice to Contractors

Sealed bids for Public Improvements for, Roadway & Drainage Improvements on Commerce Drive, will be received at: City Hall, 105 East Ohio Street, Clinton, Missouri, 64735 until 11:00 A.M. (Prevailing Local Time) on the 26th day of October 2023, and at that time will be publicly opened and read. The envelopes containing the bids must be sealed, addressed to the City of Clinton, 105 East Ohio Street, Clinton, Missouri and designated as bid for ROADWAY & DRAINAGE IMPROVEMENTS ON COMMERCE DRIVE.

The proposed work includes: The partial reconstruction and extension of Commerce Drive, the construction of a 4-foot x 16-foot Concrete Box Culvert and additional miscellaneous storm water improvements.

Plans and Specifications must be secured at **Springfield Blue Print**, located at **219 East Pershing St., Springfield, Missouri 65806** or by contacting Springfield Blue Print at www.spfdbblue.com or (417) 869-7316.

PLEASE NOTE: Official plan holders list will only be the list maintained by Springfield Blue Print. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to return to the plan room periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than Springfield Blue Print. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

A Pre-Bid meeting will be held at 11:00 AM on the 11th day of October 2023, at Clinton City Hall, 105 East Ohio Street, Clinton, Missouri, 64735. **All bidders are encouraged to attend the Pre-Bid Meeting.**

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

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

All bidders must be on MoDOT’s Qualified Contractor List per Section 102.2 of the Missouri Standard Specifications for Highway Construction, 2011 Edition including all revisions. The contractor questionnaire must be on file 7 days prior to bid opening.

Contractors and sub-contractors who sign a contract to work on public works 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 seventy five (75) calendar 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 City of Clinton reserves the right to reject any or all bids.

The DBE Goal for this project is 0% .

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

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 10-15.010, "Prequalification to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. (if applicable – required on highway and bridge projects)
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through Bid Bonds. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to the City of Clinton, 105 East High Street, Clinton, Missouri, 64735. **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. 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 can be directed to CJW Transportation Consultants, LLC at (417) 889-3400. Project specific questions can be directed to Dane Seiler, P.E. at (417) 889-3400 or dseiler@gocjw.com.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Clinton, MO, at (660) 885-6121 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

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ADA Checklist (Fig. 136.9.4)

Contract Forms

NOTICE TO CONTRACTORS

Sealed bids, addressed to the City of Clinton, Missouri, 105 East Ohio Street, Clinton, Missouri, for the proposed work will be received by the City of Clinton, Missouri until 11:00 A.M. (prevailing local time) on October 26th, 2023, at City Hall, 105 East Ohio Street, Clinton, Missouri, 64735 and at that time will be publicly opened. Bids should be delivered to 105 East Ohio Street, Clinton, Missouri, 64735.

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The proposed work includes: The partial reconstruction and extension of Commerce Drive, the construction of a 4-foot x 16-foot Concrete Box Culvert and additional miscellaneous storm water improvements.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction", 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. To the extent any provision of the Missouri Standard Specifications for Highway Construction is in conflict with the provisions of the Contract, the specific provisions of the Contract will control.

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

General Provisions & Supplemental Specifications

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

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

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Clinton", and the term "Engineer" is a reference to the Engineer of Record from CJW Transportation Consultants, LLC. The term, "MoDOT" shall be replaced with the term "City" except with respect to reference to the Specifications for Highway Construction themselves, or to forms maintained on the MoDOT website. Any reference to Jefferson City shall be replaced with Clinton, and any reference to Cole County shall be replaced with Henry County.

All bonds specified in the Missouri Specifications for Highway Construction shall be in favor of the City of Clinton.

The following provisions of the Missouri Specifications for Highway Construction shall be deleted and shall not apply:

102.3 Bidding
102.3.1
102.3.3
102.3.5
102.7.1
102.7.3
102.7.8
102.9
102.9.1
102.9.1.1

102.9.1.2
102.10
102.11
102.16
102.16.1
102.16.2
105.1
105.4
105.10.7.1
105.16.6
105.18 and all subsections thereunder
106.12 and all subsections thereunder
107.13 and all subsections thereunder
108.7.2.1
108.8.1.3
The final sentence of 108.11 is deleted
108.13 and all subsections thereunder
109.4.4
109.5 and all subsections thereunder
109.6
109.7 and all subsections thereunder
109.8
109.8.1
109.11 and all subsections thereunder
109.14 and all subsections thereunder
10.15 and all subsections thereunder

The contracting authority for this contract is the City of Clinton.

(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:

ROADWAY & DRAINAGE IMPROVEMENTS ON COMMERCE DRIVE

Calendar Days: N/A

Completion Date: June 3rd, 2024

(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 \$1,000.00

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty. A bid bond or certified check for five percent (5%) of the total bid amount must accompany each bid.

- 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), Sec. 102.18.4 (regarding lobbying activities), and Sec. 102.18.5 (regarding domestic products). 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) **CITY INSPECTION:** 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 City, 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. 29", 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/docs/default-source/forms/affidavit_of_compliance.pdf?sfvrsn=2

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

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

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

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

each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(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

Do-Rite Construction & Excavating LLC., which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint 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 LLC 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 26th day of October 2023

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

Kyle Eichler VP-PM
Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

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

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

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

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

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

(20) **SALES AND USE TAX EXEMPTION:** The City of Clinton, 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.

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

PROPOSAL

THE UNDERSIGNED hereby proposes to furnish the labor and material for:

PROJECT:

**PUBLIC IMPROVEMENTS FOR
ROADWAY & DRAINAGE IMPROVEMENTS ON COMMERCE DRIVE**

in the City of Clinton, Missouri, according to the Drawings, Contract Documents and general specifications for such work on file in the office of the City Administrator, together with the terms and conditions to be stipulated in the general contract forms, now adopted by the City of Clinton, as advertised to be let on October 26th, 2023 at the following prices to-wit:

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	Unit Price Dollars Cents	Extended Total Dollars Cents
1	MOBILIZATION	1	LS	\$25,500.00	\$25,500.00
2	TEMPORARY TRAFFIC CONTROL	1	LS	\$595.00	\$595.00
3	TEMPORARY EROSION CONTROL	1	LS	\$7,000.00	\$7,000.00
4	ASPHALT PAVEMENT REMOVAL	1,035	SY	\$10.75	\$11,126.25
5	CONCRETE PAVEMENT REMOVAL	222	SY	\$14.00	\$3,108.00
6	MISCELLANEOUS REMOVALS, RELOCATIONS & ADJUSTMENTS	1	LS	\$6,000.00	\$6,000.00
7	LOWER EXISTING WATER MAIN A MIN. OF 2 FEET FROM TOP OF PIPE TO BOTTOM OF SLAB	32	LF	\$355.00	\$11,360.00
8	UNCLASSIFIED EXCAVATION	350	CY	\$40.75	\$14,262.50
9	EMBANKMENT	450	CY	\$70.50	\$31,725.00
10	UNDER GRADING WITH ROCK FILL	100	CY	\$53.00	\$5,300.00
11	2-INCH ASPHALTIC CONC. SURFACE COURSE PG 64-22 (BP-1)	1,369	SY	\$22.50	\$30,802.50
12	8-INCH BITUMINOUS PAVEMENT MIXTURE PG 64-22 (BASE)	1,369	SY	\$78.25	\$107,124.25
13	7-INCHES TYPE 5 AGGREGATE	1,369	SY	\$16.25	\$22,246.25
14	8-INCH CONCRETE PAVEMENT (DRIVEWAY)	384	SY	\$96.75	\$37,152.00
15	6-INCH TYPE 5 AGGREGATE BASE (DRIVEWAY)	384	SY	\$15.75	\$6,048.00
16	8-INCH CONCRETE PAVEMENT (HILLCREST)	453	SY	\$98.00	\$44,394.00
17	6-INCH TYPE 5 AGGREGATE BASE (HILLCREST)	453	SY	\$16.00	\$7,248.00

Addendum No. 01

18	24-INCH CURB & GUTTER INCLUDING BASE ROCK (OMITTED KEYWAY, OMITTED #5 DOWEL)	592	LF	\$45.00	\$26,640.00
19	18-INCH RCP FES	1	EA	\$1,250.00	\$1,250.00
20	18-INCH RCP	130	LF	\$115.00	\$14,950.00
21	48-INCH RCP	23	LF	\$360.00	\$8,280.00
22	48-INCH 45 DEG. PIPE COLLAR	1	EA	\$5,725.00	\$5,725.00
23	48-INCH RCP FES	1	EA	\$3,700.00	\$3,700.00
24	3-FOOT x 7-FOOT I.D. CURB INLET	2	EA	\$6,700.00	\$13,400.00
25	3-FOOT x 7-FOOT I.D. GRATE INLET	1	EA	\$18,000.00	\$18,000.00
26	6-FOOT x 7-FOOT I.D. CURB INLET	1	EA	\$11,000.00	\$11,000.00
27	16-FOOT x 4-FOOT REINFORCED CONCRETE BOX CULVERT	57	LF	\$1,850.00	\$105,450.00
28	16-FOOT x 4-FOOT REINFORCED CONCRETE BOX CULVERT INLET STRUCTURE W/ FLARED WINGS	1	EA	\$35,500.00	\$35,500.00
29	16-FOOT x 4-FOOT REINFORCED CONCRETE BOX CULVERT OUTLET STRUCTURE W/ STRAIGHT WINGS	1	EA	\$35,000.00	\$35,000.00
30	ROCK LINING FOR CULVERTS (3' THICK)	285	SY	\$85.00	\$24,225.00
31	SEEDING, FERTILIZING & TYPE 3 MULCH	1	LS	\$5,400.00	\$5,400.00

TOTAL BASE BID **\$679,511.75**

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	Unit Price Dollars Cents	Extended Total Dollars Cents
8	UNCLASSIFIED EXCAVATION	- 65	CY	\$40.75	-\$2,648.75
9	EMBANKMENT	37	CY	\$70.50	\$2,608.50
11	2-INCH ASPHALTIC CONC. SURFACE COURSE PG 64-22 (BP-1)	- 1,369	SY	\$22.50	-\$30,802.50
12	8-INCH BITUMINOUS PAVEMENT MIXTURE PG 64-22 (BASE)	- 1,369	SY	\$78.25	-\$107,124.25
13	7-INCHES TYPE 5 AGGREGATE	- 1,369	SY	\$16.25	-\$22,246.25
18	24-INCH CURB & GUTTER INCLUDING BASE ROCK (OMITTED KEYWAY, OMITTED #5 DOWEL)	- 592	LF	\$45.00	-\$26,640.00

Addendum No. 01

32	8-INCH CONCRETE PAVEMENT (ROADWAY)	1,369	SY	\$100.00	\$136,900.00
33	6-INCE TYPE 5 AGGREGATE BASE (ROADWAY)	1,369	SY	\$16.00	\$21,904.00
34	24-INCH CURB & GUTTER INCLUDING BASE ROCK (WITH KEYWAY OR #5 DOWEL @ 2'-6")	592	LF	\$50.00	\$29,600.00
TOTAL BID ALTERNATE 1					\$1,550.75
TOTAL BASE BID + BID ALTERNATE 1					\$681,062.50

Instructions to bidder: Bidder is to bid both the Base Bid and the Bid Alternate. The City will determine the lowest bidder based on the surface (Asphalt or Concrete) the City determines will best meet its needs.

The undersigned agrees to enter into a contract within ten (10) days from notice of award should this proposal be accepted, and enter into bonds with good and sufficient securities, to complete the work on or before a date to be specified in the Notice to Proceed, and to fully complete all work by June 3rd, 2024. A penalty of \$1000 per calendar day thereafter shall be instituted; the amount shall be deducted from the contract price. In order to pay all labor employed and material used in connection with this work and to adjust all claims or liens that may arise in consequence of said work, to the satisfaction of the Director of Public Works, above said bonds shall also indemnify and save harmless the said City from all damages or injuries to any person or persons, either in the employ of the contractor, his agents, servants or employees. In the event of the failure of the undersigned to enter into such contract within ten (10) days of the award, then the deposit or certified check of five percent (5%) of the Total Contract Bid Amount as surety is therefore forfeited to the City of Clinton.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

The lowest responsible responsive bid (including any add alternates) will be considered the Low Bid.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from the any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

Dated 26th day of October, 2023.

Company Do-Right Construction & Excavating LLC

Address 17195 Hwy 65 Lincoln, MO 65338

Signature 

(Print Name) Kyle Eichler

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____

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

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

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

in _____ County(ies),
project(s) _____

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

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

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

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

Principal

SEAL

By

Signature

Surety

SEAL

By

Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Do-Rite Construction & Excavating, LLC
17195 Hwy 65
Lincoln, MO 65338

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Clinton
105 East Ohio Street
Clinton, MO 64735

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Public Improvements for Roadway and Drainage on Commerce Drive; CJW No. 21098

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

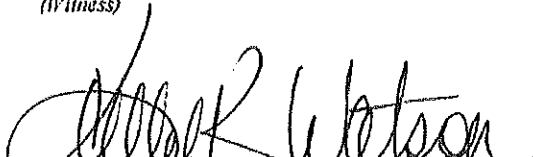
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of October, 2023.

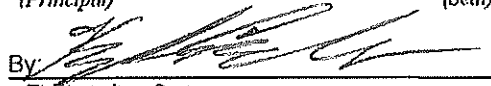


(Witness)



(Witness) Kelly R. Watson

Do-Rite Construction & Excavating, LLC
(Principal) _____ (Seal)

By: 

(Title) VP-PM

Philadelphia Indemnity Insurance Company
(Surety) _____ (Seal)

By: 

(Title) Tessa R. Turner Attorney-in-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

Surety Bond Number: **Bid Bond**
Principal: **Do-Rite Construction & Excavating, LLC**
Obligee: **City of Clinton**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tessa R. Turner its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$75,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company; (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

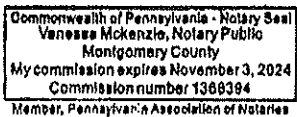
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Vanessa McKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of October, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**CITY OF CLINTON
PUBLIC IMPROVEMENTS FOR
ROADWAY & DRAINAGE IMPROVEMENTS FOR COMMERCE DRIVE
CJW-23087**

Addendum No. 01

Pre-Bid Meeting Minutes:

Item #1 Meeting minutes and sign in sheet from the Pre-Bid Meeting are attached. All comments included from the meeting are for informational purposes only and do not amend or change the contract documents.

Bid Document:

Item #1: Updated Proposal (noted as Addendum No. 1) is attached and shall replace the Proposal included in the original bid. Added bid item for adjusting water line.

Contractor Questions:

Q1: There is a Fire Hydrant near the east side of the north driveway and it appears that it will need to be adjusted to grade; what bid item should this cost be included in?

A1: This cost should be included in Item 6 "Miscellaneous Removals, Relocations & Adjustments"

Added Detail:

Item #1: Added Water Line Details.

Seal

Do-Rite Construction & Excavating LLC
Company Name


Signature

Kyle Eichler
Printed Name

VP - Project Manager
Title

17195 Hwy 65 Lincoln, MO 65338
Address

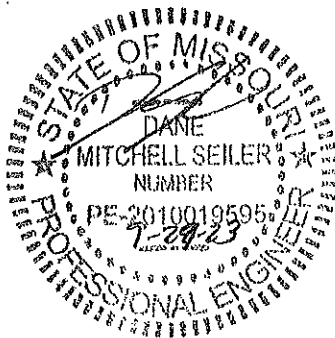
660-281-0012
Telephone Number

660-281-0012 / 660-547-2627
City/State/Zip
Telephone Number

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 JSP-02-06A
- B. Project Contact for Contractor/Bidder Questions
- C. Emergency Provisions and Incident Management JSP-90-11
- D. Utilities JSP-93-26C
- E. Order of Work
- F. ADA Compliance
- G. Liquidated Damages Specified for Winter Months
- H. Disadvantaged Business Enterprise (DBE) Program Requirements
- J. Removal of Improvements
- K. Shop Drawing Submittals
- L. Stormwater Compliance Requirements
- M. Mobilization
- N. Contractor Furnished Survey and Staking
- O. Temporary Traffic Control
- P. Fertilizing, Seeding and Mulch
- Q. Lime Treated Subgrade

	<p>City of Clinton 105 E. Ohio CLINTON, MO 64735 6608856121</p>
	<p>CJW Transportation Consultants, LLC 5051 S National Ave Suite 7A Springfield, Missouri Certificate of Authority: #2006012385 417-889-3400</p>
	<p>PROJECT: CJW- 23087 CLINTON, HENRY COUNTY, MISSOURI DATE September 29, 2023:</p>
<p>DATE: September 29th, 2023</p> <p>Only the following items of Job Special Provisions are authenticated by this seal: All</p>	

A. WORK ZONE TRAFFIC MANAGEMENT PLAN JSP-02-06A

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 Access for area businesses and residences, emergency vehicles, and mail delivery must be maintained at all times. In the event that a driveway becomes inaccessible, the contractor shall give at least 72 hours' notice prior to closure, shall make every effort to minimize the closure, and provide an alternative driveway for access to the area businesses. 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 adjust 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:

Name: Dane Seiler, PE, PTOE
Address: 5051 S. National Ave, Suite 7A, Springfield, MO 65810
Phone Number: (417) 889-3400
Email Address: dseiler@gocjw.com

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.

Christy Maggi – City of Clinton, City Administrator (660) 885-6121
Dane Seiler – CJW, Engineer of Record (417) 889-3400

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

Missouri Highway Patrol: (816) 622-0800		
Clinton Fire Department	City of Clinton	Henry County
Fire: (660) 885-2560	Police: (660) 885-2679	911 Emergency Dispatch: (660) 885-5587

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 pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

D. UTILITIES JSP-93-26C

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:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
EVERGY	(816) 471-5275
Henry County Water Company	(660) 885-2157
CTLCL - CenturyLink	(573) 634-1615
Charter Communications	(636) 387-6648
City of Clinton (Sewer)	(660) 885-6611
Liberty Utilities	(618) 267-1675

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 City at this time. This information is provided by the City "as-is" and the City 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 City 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 City 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

1.0 Description: Order of work should be completed such that each section shall be constructed and completed individually and separately. Lane closures, if necessary, shall be kept to a minimum. Once a section of sidewalk is started, work must proceed diligently until such time that the entire section is completed. Pine Street and McCabe Street shall be considered individual sections.

F. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

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

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

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the City's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-complaint items to remain.

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour complaint with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the

2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

3.3 When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

4.0 Final Acceptance of Work. The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

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

5.0 Basis of Payment. The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

5.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

G. LIQUIDATED DAMAGES FOR WINTER MONTHS

1.0 Description. Revise Sec 108.8.1.2 (a) and (b) and substitute the following for the project:

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

H. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

1.0 Description: Insert the following additional program provisions in the Disadvantaged Business Enterprise (DBE) Program Requirements of the General Provisions and Supplemental Specifications to 2011 Missouri Standard Specifications for Highway Construction.

2.0 Factors Used to Determine if a DBE Regular Dealer of Liquid Asphalt is Performing a CUF. The DBE must be responsible with respect to materials and supplies used on a contract perform all of the following, pursuant to 49 CFR § 26.55(c)(1) and 7 CSR 10-8.131:

- (a) Negotiating price.
- (b) Determining quality and quantity.
- (c) Ordering the material.
- (d) Paying for the material itself.

(e) 30% of the work must be performed by the DBE's permanent employees (which does not include owner-operators or leased employees) or those hired by the DBE firm for the project from an independent source other than the prime contractor, such as a union hall. For at least 30% of the work the DBE's owned (not leased) equipment shall be used and the DBE must provide documentation that this owned equipment was used on the project as required by this provision.

(f) For up to 70% of the remaining work the equipment used by the DBE must be by long term lease (at least one year) with another DBE or non-DBE but not the prime contractor. The DBE must have absolute priority over other businesses or entities to use the long term leased equipment and must display the name and identification number of the DBE.

(g) The Contractor shall require DBE subcontractors to provide documentation in one of the following formats: bills of lading, hauling tickets, shippers manifest, and/or paid invoices. Regardless of the document format, the document(s) shall include the following information: name of the carrier, full name of the driver, driver ID number(s), truck and tanker ID or VIN number, and reflect the contract number, job number, county and route.

The contract number, job number, county and route can be reported through a consignee number or lift number, as long as the DBE Subcontractor has provided the consignee number, or lift number, along with project specific information which shall include contract number, job number, county and route.

The documentation must be submitted and generated by the DBE Subcontractor and be printed on letterhead or other similar documentation outlining the contact information for the DBE Subcontractor. In addition, the documentation shall indicate the quantity and amount invoiced to the prime contractor (Such as an invoice). **"MoDOT's DBE Contractor/Subcontractor Project Trucker and Equipment List"** (Form 1) will be provided by MoDOT and shall be completed and submitted to MoDOT by the DBE Subcontractor or Liquid Asphalt Supplier before Asphalt Operations begin. The DBE Subcontractor shall report all trucks and tankers they currently own and all full time drivers that they employ, including all of the driver's numbers for each terminal the drivers pick up from. In addition, the DBE Subcontractor shall include a list of "long term" leased equipment, along with drivers and drivers' numbers to the DBE Subcontractor Project Trucker and Equipment List. The DBE Subcontractor shall attach copies of all current long term lease agreements to the DBE Subcontractor Project Trucker and Equipment List.

(h) DBE Trucking/Hauling regulations do not apply to regular dealers of liquid asphalt.

3.0 When a DBE Regular Dealer of Liquid Asphalt is Not Eligible for DBE Credit.

(a) "If its 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." 49 CFR § 26.55(c)(2)

(b) If the type of transaction does not allow the DBE subcontractor to perform one of the four required functions, such as a prime contractor deciding the price of a commodity to be supplied by the DBE, that transaction is not eligible for DBE credit.

(c) Work that is performed with trucks that are not owned nor under a lease of at least one year by the DBE will not be eligible for DBE credit.

(d) A lack of documentation verifying that at least one DBE owned (not leased) tractor and tanker/ trailer was used to haul liquid asphalt on the project will result in no DBE credit given on that project.

4.0 This form will be completed by the inspector from the project office during the time of the project. MoDOT will use the *MoDOT DBE Job-Site Review CUF Determination Form* to verify CUF was performed on the project, a copy of which is available on the MoDOT Contractor Resource website.

J. REMOVAL OF IMPROVEMENTS

1.0 Description: This item includes all removals, relocations, adjustments, and disposal in accordance with federal, state and local laws that are not itemized. This item also includes private irrigation systems and other private utilities and any other non-specified incidental removals are to be included in the price for this item. This item will include any and all mailbox relocations, sign relocations, miscellaneous base relocations and any other required removals, relocations and adjustments that are not itemized for bid.

K. SHOP DRAWING SUBMITTALS

1.0 Description. Any and all materials needed for the project that require additional review from the engineer and/or require purchase from an outside source for use on the project (example: benches), shop drawings showing the specifications and details of the material shall be submitted to the engineer for review prior to installation.

L. STORMWATER COMPLIANCE REQUIREMENTS

1.0 Description. The Contractor shall comply with the terms of the United States of America v. Missouri Highways and Transportation Commission Consent Decree (Consent Decree) that are identified as the responsibility of the Contractor or subcontractor, and with the terms of this provision. Viewing of the Consent Decree is available on the MoDOT Land Disturbance webpage under Contractor Resources, or by going to the web address www.modot.org/LD.

1.1 Applicability.

The Consent Decree and this provision apply to any project that includes land disturbance of areas totaling greater than one (1) acre on the project site. The project site consists of all areas designated on the plans, including temporary and permanent easements. The Consent Decree and this provision do not apply to Contractor staging, plant, or borrow areas that are not located on MoDOT right of way (Off-site). The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

1.2 Stormwater Training for Contractor Employees.

The Contractor's on-site project manager, designated Water Pollution Control Manager (WPCM), as defined in Section 3.0, and WPCM delegate, shall complete MoDOT Stormwater Training prior to serving in those roles. If someone other than the Contractor's project manager is given the authority to manage the grading or erosion control operations, the project manager(s) for those operations shall also complete MoDOT Stormwater Training. MoDOT Stormwater Training is also required for any other person who the Contractor gives authority to take measures to prevent or minimize the consequences of non-compliance with the Stormwater requirements, as defined in Section 3.1(a) of this provision.

- 1.3 The Commission will provide MoDOT Stormwater Training to the Contractor employees specified in Section 2.0 at a location and time determined by MoDOT. There will be no fee for attending the training; however, the Contractor shall be responsible for all other cost related to the training, such as travel expenses, if necessary, and wages for its employees. The time to complete the training is anticipated to be no more than 6 hours. As long as the Consent Decree is in effect, MoDOT will provide periodic trainings at various locations around the state, as needed, to ensure contractors and bidders have the opportunity to maintain the number of WPCMs they need to comply with this provision.
- 1.4 Those who require MoDOT Stormwater Training per Section 2.0 shall complete the training prior to beginning any land disturbance work. Thereafter, training shall occur at least once every two (2) years. The training is not project-specific. Any Contractor employee who receives the training will be qualified to perform the WPCM duties on any MoDOT project for a period of two (2) years.
- 1.5 MoDOT will document the names and dates that contractor employees attend MoDOT Stormwater Training and will retain those records for the period of time specified in the Consent Decree. Duplicate record keeping by the contractor is not required.

1.6 Water Pollution Control Manager (WPCM).

Prior to the Pre-Activity meeting for Grading/ Land Disturbance, the Contractor shall designate a Water Pollution Control Manager (WPCM) to fulfill the duties and responsibilities listed in Section 3.1 until final stabilization occurs. The Contractor's on-site project manager may also serve as the WPCM or that role may be assigned to another manager employed by the contractor or a subcontractor. The Contractor shall also maintain a WPCM delegate to temporarily fulfill the WPCM duties in the absence of the primary WPCM (e.g., illness, vacation, other leave).

1.7 Duties of the WPCM.

- 1.7.1 Be familiar with Stormwater Requirements including the National Pollutant Discharge Elimination System (NPDES), the current MoDOT State Operating Permit for construction stormwater discharges/ land disturbance activities, the Project-specific Stormwater Pollution Prevention Plan (Project SWPPP), the Corps of Engineers Section 404 Permit, when applicable, the Consent Decree, and this provision. The Project SWPPP includes: a title page with project-specific information, the general SWPPP posted on the MoDOT land disturbance website, the Project Erosion & Sediment Control Plan, all applicable special provisions, and all applicable specifications and standard drawings;
- 1.7.2 Complete the stormwater training set forth in Section 2.0;
- 1.7.3 Attend the Pre-Activity for Grading/ Land Disturbance Meeting or, if hired after the meeting has occurred, be familiar with the conference decisions;
- 1.7.4 Review and sign the Project-specific SWPPP and all updates thereto within time periods set out in the Consent Decree;

- 1.7.5 Visit and review the project site for compliance with Stormwater Requirements at least once per week from the start of any grading operations until final stabilization is achieved, and permit is closed;
- 1.7.6 Be authorized by the Contractor to supervise all work performed by the Contractor and subcontractors that involves compliance with Stormwater Requirements, including the authority to order work be stopped on a Project, implement MoDOT-directed changes in work related to Stormwater Requirements, and order the taking of, measures to cease, correct, prevent, or minimize the consequences of non-compliance with Stormwater Requirements;
- 1.7.7 Review and certify electronically each MoDOT inspection report for the Project within three (3) days of receiving each report to ensure it conforms with report requirements in the National Pollution Discharge Elimination System Stormwater (NPDES SW) Permit, Project SWPPP and the Consent Decree and ensure that all Stormwater Deficiencies noted on the report are corrected within the time required;
- 1.7.8 Recommend in writing within three (3) days of discovering any changes in site conditions and Best Management Practices (BMPs) that require an update to the Project-specific SWPPP; and
- 1.7.9 Be the point of contact relating to Stormwater Requirements and the Consent Decree between the Contractor, Subcontractors and MoDOT.

1.8 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point.

At each Project, a Pre-Activity Meeting for Grading/Land Disturbance shall be held prior to the start of any land disturbance and shall include a physical visit and review of the project site. Discussion items at the pre-activity meeting shall include a review of the project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

- 1.9 Contractor employees who shall attend the Pre-Activity Meeting for Grading/Land Disturbance include the WPCM for the Project and the person(s) designated the authority to manage the grading and erosion control operations.
- 1.10 Following the pre-activity meeting for Grading/land disturbance, and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

2.0 Compliance with the NPDES SW Permit and Project SWPPP.

On all projects, the Contractor shall comply with all applicable Stormwater Requirements which are defined as, but are not limited to:

1. Consulting with the engineer on recommended design revisions to the Project SWPPP to accommodate the Contractor's staging plan, implementation, managing, and maintaining

BMPs or other control measures to prevent or minimize sediment and other pollutants in stormwater runoff in accordance with contract specifications or any relevant manufacturer specifications and good engineering practices, including but not limited to the manuals (Note: two manuals cited in the MoDOT permit are "Developing your stormwater pollution prevention plan: A guide for construction activities" and "Protecting Water Quality: A Field Guide to erosion, sediment and stormwater best management practices for development sites in Missouri") and any other applicable standards for sedimentation basins, stabilization, rock dams, brush checks, construction entrances, and other BMPs;

2. Installing all BMPs at the locations and relative times specified in the Project SWPPP; and
3. Complying with the Missouri Water Quality Standards and with effluent limitations in Section E.1 of the NPDES SW Permit. Measurement of effluent is not required except as specified in E.2.

2.1 Stormwater Deficiency Corrections.

Per terms of the Consent Decree, Stormwater Deficiencies identified on the MoDOT Land Disturbance Inspection Report shall be corrected within 7 days of the inspection date to avoid stipulated penalties, except that more time might be granted by the engineer when weather or field conditions prohibit the corrective work. If the Contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

3.0 Inspection Protocol.

The Contractor and all subcontractors shall review and adhere to MoDOT's written Stormwater Inspection Protocol, found on the MoDOT Land Disturbance webpage (www.modot.org/LD). The Inspection Protocol is applicable to all Projects under the consent decree. The MoDOT Resident Engineer will serve the role of Stormwater Resident Engineer, or a delegate will be named in their absence.

1.1 Inspection Reports.

MoDOT will provide one or more Environmental Construction Inspectors (ECI) to perform the weekly and post run-off inspections and other duties described in paragraph 17 of the Consent Decree. The ECI will enter the inspection reports into a web-based Stormwater Compliance database. The WPCM will have access to this database to view all report information, including any noted deficiencies, and to certify the report as required in Section 3.1 (g.). Automated email reminders of pending reports that need to be certified and for deficiencies that need to be corrected will be sent to the WPCM. The Contractor may designate other employees or subcontractor employees to have viewing access to this database and to receive the email reminders. Completion of MoDOT Stormwater Training is necessary in order to receive the email reminders. The WPCM and other users shall be equipped with an electronic device (desktop computer, laptop, tablet, smartphone, etc.) with a browser and internet access to connect to the database. The contractor shall be responsible for providing the electronic devices.

2.0 Stipulated Penalties.

If the Contractor fails to comply fully and timely with the requirements of the Consent Decree, stipulated penalties will be assessed to the Commission. For matters under the Contractor's responsibility and control the following stipulated penalties will be assessed to the Contractor and MoDOT will withhold payment pursuant to the following:

Violation	Stipulated Penalty Amount
Failure to Designate or Maintain WPCM at each Project in Accordance with Section 3.0.	\$750 for the initial violation (each person not designated) and then \$750 for each fourteen (14) day period that person is not designated.
Failure to complete MoDOT Stormwater Training by an Individual Required to be Trained in Accordance with Section 2.0, such as the WPCM or Project Manager.	\$750 per person for each missed training. This \$750.00 per person violation shall continue to accrue for each fourteen (14) day period that the person fails to timely receive the applicable training
Failure of WPCM to Review and Certify an Inspection Report in Accordance with Inspection Protocol as set forth in Section 6.	\$250 per inspection report not reviewed or signed.
Failure to Comply with Any NPDES SW Permit or SWPPP Requirement.	\$1000 per violation for the first ten (10) days of the violation; \$2500 per violation for days 11-20; \$3500 per violation for days 21 and beyond.
Failure to Correct a Stormwater Deficiency Identified in a MoDOT Inspection Report, or Otherwise Discovered by the WPCM, within the Time Required by the NPDES SW Permit or SWPPP.	\$1000 per deficiency for the first ten (10) days after correction was required; \$2500 per deficiency for days 11-20 after correction was required; \$3500 per deficiency for days 21 and beyond after correction was required.

3.0 Information Collection and Retention.

The EPA, its representatives and its agents shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credential, to:

1. monitor the progress of activities required under the Consent Decree;
2. verify any data or information submitted to the United States in accordance with the terms of the Consent Decree;
3. obtain samples and, upon request, splits of any samples taken by MoDOT or its representatives, contractors, or consultants;
4. obtain documentary evidence, including photographs and similar data; and
5. assess MoDOT's compliance with the Consent Decree.

3.1 Until three (3) years after the termination of the Consent Decree, Contractors and the agents of the Contractors shall preserve all non-identical copies of all documents, records,

or other information (including documents, records, or other information in electronic form) in its or its Contractors' or agents' possession or control, or that come into the Contractor's or agent's possession or control, and that relate to MoDOT's performance of its obligations under the Consent Decree or to the Contractor's performance of its obligations under the Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures.

4.0 Basis of Payment.

Payment for compliance with this provision will be made per week. All cost associated with the weekly on-site project reviews by the WPCM, compliance with this provision and the Consent Decree, including all other duties of the WPCM and delegate, and all expenses to attend training, will be considered fully covered under 806-99.28, Water Pollution Control Manager. Separate payment will be made for erosion and sediment control devices, and for permanent and temporary seeding and mulching, when payment for those items are provided elsewhere in the contract.

4.1 Method of Measurement.

Measurement of the number of full weeks (7 days) will begin on the date of the first MoDOT Inspection Report following initial land disturbance and will continue until the engineer declares final stabilization has been achieved, except that no measurement will be made for any period of time past the contract completion date, or adjusted completion date, when liquidated damages are being assessed for failure of the Contractor to complete the work on time.

M. MOBILIZATION

1.0 SCOPE

This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and the establishment of all offices, buildings and other facilities necessary for work on the project, except as provided in the contract as separate pay items. This shall include any work and/or costs incurred before the project starts.

All equipment used by the Contractor having metal tracks shall not be driven over City streets other than those streets being constructed. Such equipment must be transported from one work area to the next work area.

Observe legal load restrictions when operating equipment, hauling equipment, or hauling materials on public roads; newly constructed/reconstructed base, pavement, and structures; and any existing base, pavement or structures that will remain in place. The contractor shall assume responsibility for changes in legal load restrictions that occur after the project was let. Obtain the Engineer's written approval and a special permit to exceed legal load restrictions on the City street system and on newly constructed/reconstructed portions of the project.

Protect roadways and structures within project limits from damage. Observe curing periods

before operating equipment or hauling loads on newly constructed pavement, reconstructed pavement, or structures. Do not haul loads of any size on pavement base, except when operations require equipment on pavement base to place material. The Contractor shall assume all responsibility for damages to roadways and structures caused by the Contractor from operating equipment or hauling loads.

2.0 MEASUREMENT AND PAYMENT

Partial payments for "Mobilization" will be at the contract lump sum price in accordance with the following schedule. Each partial payment will be the lesser of either 25 percent of the remaining contract lump sum price for the item of mobilization or 2.5 percent of the original contract price. The term "original contract price" will be construed as the total dollar value of the construction items of the original contract.

2.1 The first partial payment will be made when five percent of the original contract amount is earned.

2.2 The second partial payment will be made when ten percent of the original contract amount is earned.

2.3 The third partial payment will be made when 25 percent of the original contract amount is earned.

2.4 The fourth partial payment will be made when 50 percent of the original contract amount is earned.

2.5 When the engineer has accepted the contract for maintenance, any amount bid for mobilization exceeding ten percent of the original contract price, will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided within the contract.

N. CONTRACTOR FURNISHED SURVEY AND STAKING

1.0 Description. This work shall consist of providing the necessary surveying and staking for the successful prosecution of the work as detailed out in Section 627 of the 2023 Missouri Standard Specifications for Highway Construction.

2.0 Method of Measurement. No measurement will be made for contractor surveying and staking. This work shall be considered a lump sum unit when a pay item is provided in the contract. If no pay item is provided in the contract, contractor furnished surveying and staking is to be considered incidental to the project and covered by other unit bid items.

3.0 Basis of Payment. Payment for contractor furnished surveying and staking completed, not to exceed the contract item amount, will be made upon written request by the contractor. Such a request shall be submitted to the engineer two business days prior to the progress estimate date. Complete payment will not be made until the contractor has provided all of the original surveying field notes, layouts, computations and notebooks to the engineer.

O. TEMPORARY TRAFFIC CONTROL

1.0 Description. This work shall consist of furnishing, installing, operating, maintaining, cleaning, relocating and removing temporary traffic control devices and equipment, and the removal and relocation or covering and uncovering of existing signs and other traffic control devices in accordance with the contract documents or as directed by the engineer. For purposes of this specification, the work zone will be defined as the area between the first and last temporary traffic control device as shown on the plans for the work being performed. All Temporary Traffic Control

shall meet the requirements found in Section 616 of the 2023 Missouri Standard Specifications for Highway Construction.

2.0 Method of Measurement. No measurement will be made for Temporary Traffic Control Devices, including post mounted signs. Quantities reflect paying for each sign individually without any relocation.

3.0 Basis of Payment. All temporary traffic control devices authorized for installation by the engineer will be paid for at the contract unit price for each of the pay items included in the contract. No direct payment will be made for the following:

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.
- (b) Installing, operating, maintaining, cleaning, repairing, removing or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Worker apparel.
- (f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.
- (g) Furnishing, installing, operating, maintaining and removing construction-related vehicle and equipment lighting.
- (h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.
- (i) Provide and maintain work zone lighting and work area lighting.

P. FERTILIZING, SEEDING AND MULCH

- 1 **Description.** All areas disturbed by the construction shall be graded smooth to match existing ground and seeded as per the specifications below.
- 2 Soil Neutralization: In accordance with Sec 801.2.2, the rate of application of effective neutralizing material shall be 400 lbs. per acre.
- 3 Commercial Fertilizer: In accordance with Sec 801.2.3, the following fertilizer shall be applied at the rate specified:

ITEM	RATE
Nitrogen (N)	80 lbs. per acre
Phosphoric Acid (P ₂ O ₅)	120 lbs. per acre
Potash (K ₂ O)	40 lbs. per acre

2.0 Mixture. The following seed mixture shall be applied at the rate specified:

SPECIES	POUNDS PER ACRE
Tall Fescue	100 lbs.
Annual Ryegrass	10 lbs.
Perennial Ryegrass	5 lbs.

White Clover	5 lbs.
Spring Oats/Winter Wheat	10 lbs.
TOTAL	130 lbs.

3.0 Mulch. Vegetative mulch shall be used on this project.

4.0 Basis of Measurement. No measurement will be made for Fertilizing, Seeding, and Mulch unless there are required additional disturbed areas as determined by the engineer. Required additional areas will be measured to 0.1 acre. Any other incidental areas, or areas disturbed by the contractor, shall be included within the original quantities.

5.0 Payment. Fertilizing, Seeding, and Mulch will be paid for at the contract unit price per acre of the type indicated and shall include the cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to perform fertilizing, seeding, and mulching in accordance with the contract documents. No separate payment will be made for providing topsoil, or disposal of subgrade material as these items are subsidiary to the bid item Fertilizing, Seeding, and Mulch.

Q. LIME TREATED SUBGRADE

1.0 Description Mix soil, lime and water either in-place or off-site in a borrow area. Use the mixed materials to construct a uniform lime treated subgrade as shown in the Contract Documents.

2.0 Preparation and Maintenance of the Subgrade or Off-Site Borrow Area. Before the application of the lime treatment, use automatic grade controlled equipment to trim the surface of the subgrade or borrow area to the specified lines and grades. In irregular areas, trim the subgrade or borrow area by wetting, blading and rolling. Trim borrow areas to the profile established by the Contractor. Uniformly compact the trimmed subgrade or borrow area.

Maintain the subgrade or borrow area as prepared. Provide proper drainage at all times. Correct defects that develop in the subgrade or borrow area.

3.0 Application of Lime. When the lime is not applied through a mixing chamber to the prepared in-place subgrade or off-site borrow area, scarify the prepared area to a minimum depth of 4 inches and a maximum depth of approximately 1 inch less than the specified depth of lime treatment. The specified depth of lime treatment for in-place areas is designated in the Contract Documents. The Contractor shall determine the depth of lime treatment for off-site areas.

The application rate of lime is based on the weight of soil being treated and is shown in the Contract Documents. If the application rate is not shown in the Contract Documents, assume a rate of 5% of the weight of soil.

Perform the scarification with positive depth control equipment. Do not use a plow or disc for the scarification. The Engineer may approve the use of a positive depth controlled motor grader scarifier on a performance basis.

Use a percent solids between 20 and 40%. Determine the concentration strength of the hydrated lime slurry and rate of application to obtain the percent of lime specified in the Contract Documents and advise the Engineer accordingly.

Apply hydrated lime to the scarified areas as slurry. Use equipment that can apply lime slurry through a system of spray bars and nozzles. Regulate the amount of lime slurry from each nozzle and the speed of the delivery vehicle so that the specified amount of lime is placed on the soil. The

concentration of the hydrated lime slurry shall allow the application of the correct quantity of lime without adding an undue quantity of excess moisture to the . The application and mixing of the hydrated lime slurry shall result in a uniform lime concentration.

Test the concentration of the lime suspension at the minimum rate of 1 per day or 1 per mixed batch, whichever is greater; use TABLE 302-1 and a volume measuring device and scale. Use KT-62, Percent Solids of Lime to determine water requirements for slaking for a percent solids. During slaking, check the density of the solution periodically to determine the time required for complete slaking. The minimum amount of time for slaking is 20 minutes.

Apply the hydrated lime slurry the same day it is produced. Continuously agitate the hydrated lime after the batch is made. If the liming operation is interrupted, continue agitating the hydrated lime in storage. If the interruption will be lengthy, the Contractor has the option to cease mixing. In either case, prior to resuming liming operations, the Contractor shall re-test the concentration and adjust the rate of application accordingly. The Engineer will verify the results.

Check the lime application, such as pH testing. Other methods, may be used if approved by the Engineer.

4.0 Adding Water. Add water, as necessary, to facilitate mixing of the hydrated lime slurry and soil. During the initial mixing operation, add water to obtain a minimum moisture content of 8% above the optimum moisture content of the raw soil being treated.

The Engineer will measure the moisture content (KT-11) immediately after the mixing is completed, and before sealing or compacting.

5.0 Preliminary Mixing. Mix the lime, soil and water to the dimensions specified in the Contract Documents. For off-site borrow areas, the Contractor shall determine the depth and width. For projects containing more than 20,000 square yards of manipulation, positively control the depth of mixing to maintain the specified depth $\pm \frac{1}{2}$ inch. Use equipment with positive depth control that can maintain cutting or mixing heads in a fixed position relative to the wheels or tracks of the machine carrying the head.

Perform a minimum of 2 passes with the mixer traveling in the primary direction. Continue mixing until 95% of the mixture passes the 2-inch sieve as determined by the Engineer (KT-42).

While mixing, do not disturb the roadway or borrow area beyond the specified limits of the lime treatment.

6.0 Aging. Seal the mixture to prevent moisture loss by lightly rolling with a pneumatic-tired roller. Blade the surface to shed water.

(1) Material Mixed In-Place. Maintain the mixture in the sealed condition for a minimum of 24 hours prior to commencing final mixing.

(2) Material Mixed in a Borrow Area. Maintain the mixture in the sealed condition a minimum of 24 hours or until the mixture is ready to be used.

In both (1) and (2) above keep the surface moist by spraying with water. If the final mixing is not performed within 14 days of the preliminary mixing, add 1% lime by weight of raw soil, in the final mixing operation. If the Contractor knows the final mixing will not be performed within 14 days, the Contractor may reduce the rate of lime applied in the initial application by 1%, and add the 1% in the final mixing.

6.0 Final Mixing. After the initial mixing and aging (24 hours) is completed, re-mix the mixture to the specified depth ($\pm \frac{1}{2}$ inch) and width, until 95% of the mixture passes the 1½-inch sieve and 40% passes the No. 4 sieve as determined by the Engineer (KT-42). Periodic mixing over an interval of time is allowed to facilitate the breakdown in particle size. Bring the mixture to the moisture content required for compaction with a minimum of 3% above optimum of the proctor density of the lime treated soil.

While mixing, do not disturb the roadway or borrow area beyond the specified limits of the lime treatment. 302 – LIME TREATED SUBGRADE

7.0 Compaction of the Mixture. When the material is mixed in-place, compact the material after completing the required final mixing.

When the material is mixed off-site, excavate and haul the material to the project site. Place the material on the prepared and trimmed surface, and compact the material.

Compact the mixture to Type B compaction, MR-3-3 moisture control, SECTION 205. Blade the mixture to eliminate surface irregularities during the compaction operations. Maintain the moisture content to a minimum of 3% above optimum of the proctor density of the lime treated soil.

8.0 Finishing and Curing the Lime Treated Subgrade. After the mixture is compacted, use automatic grade controlled equipment to trim the lime treated subgrade to the specified lines and grades. In irregular areas, trim the lime treated subgrade by wetting, blading and rolling. Compact the trimmed surface with a smooth-wheel or a pneumatic-tire roller.

After the compacted mixture is finished, cure the lime treated subgrade for 7 days, by keeping the finished surface moist with water. Do not allow vehicles or equipment (other than watering equipment) on the finished lime treated subgrade during the curing period.

At the Contractor's option, apply an asphalt prime coat instead of keeping the finished surface moist with water. If asphalt prime coat is used, apply SS-1, CSS-1 or MC-250 at the rate of 0.22 gallons per square yard to achieve a minimum of 0.13 gallons per square yard residue. The use of a liquid membrane forming compound is also an acceptable curing medium. Multiple light applications may be necessary to obtain the specified rate of application without run-off.

When a base course or subbase is to be constructed upon the lime treated subgrade, the Engineer may reduce the curing period to when the lime treated subgrade gains sufficient strength to support the construction and hauling equipment. Repair any damage to the lime treated subgrade due to construction of the base course or subbase.

9.0 Seasonal Limitations. Do not perform lime treatment operations if the ambient air temperature is below 40°F, or the soil is frozen.

(1) Projects with Rigid Pavement. Cover the finished lime treated subgrade with base or pavement before it is subjected to freezing. If the lime treated subgrade is not covered by base or pavement and is subjected to

freezing, re-compact the lime treated subgrade before placing any pavement. The Engineer will determine the extent of the re-compaction.

(2) Projects with Flexible Pavement. Cover the finished lime treated subgrade with the specified lift of HMA or aggregate base before it is subjected to freezing. If lime treated subgrade is not covered with a lift of HMA or aggregate base and is subjected to freezing, add additional lime and re-compact the lime treated subgrade before placing any pavement. The Engineer will

determine (by laboratory or field tests) the additional quantity of lime to add, if any, and the extent of the re-compaction.

10. Measure of Payment. The Engineer will measure the treatment, water usage and manipulation of the lime treated subgrade by the square yard. square yard price should include all equipment, materials, and labor for the preparation, mixing, treatment, placement, and compaction of the lime stabilized subgrade.

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

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

BEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.

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

funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
 - i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that

the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program).

OPERATING POLICY STATEMENT

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

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

SUPPLEMENTAL REPORTING REQUIREMENTS

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

NONDISCRIMINATION IN EMPLOYMENT

July 1990

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

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

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

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

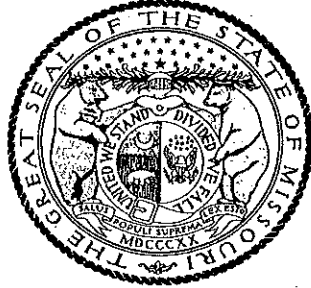
<INSERT STATE WAGE RATES>

See EPG 136.9.4.1.1.10.1 Federal Wage Rates for more
information

Missouri Department of Labor and Industrial Relations

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION



Michael L. Parson, Governor

General Wage Order No. 67

July 1, 2023 thru June 30, 2024

Wage Rates for State Highway Construction

In accordance with Section 290.260 RSMo, within thirty (30) days after a certified copy of this General Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this General 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 General Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Todd Smith
Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: May 11, 2023

Last Date Objections May Be Filed: June 12, 2023

FOR THE FOLLOWING OCCUPATIONAL TITLES

LABORER
TRUCK DRIVER-TEAMSTER
OPERATING ENGINEER
CARPENTER
TRAFFIC CONTROL SERVICE DRIVER
CEMENT MASON
IRON WORKER
ELECTRICIAN, INSIDE WIREMAN
ELECTRICIAN, OUTSIDE
PAINTER
*WELDER

*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.

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Camden	STL	- 38	KC-2	- 40	1	- 42	STL	- 44	6	- 46
Cape Girardeau	4	- 38	4	- 40	STL	- 42	2	- 44	4	- 46
Carroll	1	- 38	KC-1	- 40	KC	- 42	KC	- 44	7	- 46
Carter	4	- 38	STL	- 40	STL	- 42	STL	- 44	8	- 46
Cass	KC	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Cedar	3	- 38	KC-2	- 40	3	- 42	KC	- 44	3	- 46
Chariton	1	- 38	KC-2	- 40	1	- 42	STL	- 44	1	- 46
Christian	3	- 38	KC-2	- 40	4	- 42	KC	- 44	1	- 46
Clark	5	- 38	3	- 40	7	- 42	STL	- 44	STL	- 46
Clay	KC	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Clinton	2	- 38	KC-1	- 40	KC	- 42	KC	- 44	KC	- 46
Cole	1	- 38	STL	- 40	1	- 42	STL	- 44	1	- 46
Cooper	1	- 38	KC-2	- 40	KC	- 42	STL	- 44	1	- 46
Crawford	7	- 38	STL	- 40	1	- 42	STL	- 44	STL	- 46
Dade	3	- 38	KC-2	- 40	3	- 42	KC	- 44	3	- 46
Dallas	3	- 38	KC-2	- 40	8	- 42	KC	- 44	3	- 46
Daviess	1	- 38	KC-2	- 40	2	- 42	KC	- 44	7	- 46
DeKalb	2	- 38	KC-2	- 40	9	- 42	KC	- 44	2	- 46
Dent	7	- 38	STL	- 40	STL	- 42	STL	- 44	6	- 46
Douglas	3	- 38	KC-2	- 40	4	- 42	KC	- 44	3	- 46
Dunklin	4	- 38	5	- 40	STL	- 42	2	- 44	8	- 46
Franklin	STL	- 38	STL	- 40	STL	- 42	STL	- 44	STL	- 46
Gasconade	STL	- 38	STL	- 40	1	- 42	STL	- 44	1	- 46
Gentry	2	- 38	KC-2	- 40	KC	- 42	KC	- 44	2	- 46

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Greene	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
Grundy	KC - 28	W3 - 30	3 - 32	4 - 34	5A - 36
Harrison	1 - 28	W3 - 30	3 - 32	4 - 34	5A - 36
Henry	2 - 28	W1B - 30	KC - 32	KC - 34	1 - 36
Hickory	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
Holt	5 - 28	W3 - 30	3 - 32	4 - 34	1 - 36
Howard	9 - 28	W2 - 30	3 - 32	6 - 34	5 - 36
Howell	E-3 - 28	E3 - 30	2 - 32	8A - 34	5A - 36
Iron	E-3 - 28	E2 - 30	2 - 32	5 - 34	5 - 36
Jackson	KC - 28	KC - 30	KC - 32	KC - 34	1 - 36
Jasper	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
Jefferson	STL - 28	1 - 30	1 - 32	STL - 34	3A - 36
Johnson	KC - 28	KC - 30	KC - 32	KC - 34	1 - 36
Knox	E-3 - 28	E3 - 30	2 - 32	6 - 34	5A - 36
Laclede	W-2 - 28	W2 - 30	5 - 32	4A - 34	2 - 36
Lafayette	W-1A - 28	W1A - 30	KC - 32	KC - 34	1 - 36
Lawrence	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
Lewis	4 - 28	E3 - 30	1 - 32	7 - 34	5A - 36
Lincoln	E-7 - 28	1A - 30	1 - 32	2A - 34	4 - 36
Linn	E-3 - 28	W2 - 30	3 - 32	6 - 34	5A - 36
Livingston	1 - 28	W2 - 30	3 - 32	KC - 34	1 - 36
McDonald	W-2 - 28	W3 - 30	4 - 32	4A - 34	2 - 36
Macon	9 - 28	E2 - 30	2 - 32	6 - 34	5 - 36
Madison	E-3 - 28	E2 - 30	8 - 32	STL - 34	5 - 36
Maries	E-3 - 28	E2 - 30	2 - 32	5 - 34	5 - 36
Marion	E-3 - 28	E2 - 30	7 - 32	7 - 34	5 - 36
Mercer	1 - 28	W3 - 30	3 - 32	4 - 34	5A - 36
Miller	E-3 - 28	E2 - 30	1 - 32	6 - 34	5 - 36
Mississippi	E-3 - 28	E2 - 30	2 - 32	8 - 34	5 - 36
Moniteau	E-3 - 28	W2 - 30	2 - 32	6 - 34	5 - 36
Monroe	E-3 - 28	E2 - 30	2 - 32	6 - 34	5 - 36
Montgomery	E-6 - 28	E2 - 30	2 - 32	14 - 34	5 - 36
Morgan	E-3 - 28	W2 - 30	1 - 32	6A - 34	2 - 36
New Madrid	E-3 - 28	E2 - 30	2 - 32	17 - 34	5 - 36
Newton	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
Nodaway	6 - 28	W3 - 30	3 - 32	4 - 34	5A - 36
Oregon	E-3 - 28	E3 - 30	2 - 32	8A - 34	5A - 36
Osage	E-3 - 28	E2 - 30	2 - 32	6 - 34	5 - 36

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COUNTY	CEMENT MASON	IRON WORKER	ELECTRICIAN, INSIDE WIREMAN	ELECTRICIAN, OUTSIDE	PAINTER
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Grundy	1 - 38	KC-2 - 40	2 - 42	KC - 44	7 - 46
Harrison	1 - 38	KC-2 - 40	KC - 42	KC - 44	7 - 46
Henry	10 - 38	KC-1 - 40	KC - 42	KC - 44	1 - 46
Hickory	3 - 38	KC-2 - 40	4 - 42	KC - 44	3 - 46
Holt	2 - 38	KC-2 - 40	9 - 42	KC - 44	2 - 46
Howard	1 - 38	KC-2 - 40	1 - 42	STL - 44	1 - 46
Howell	4 - 38	STL - 40	4 - 42	STL - 44	3 - 46
Iron	7 - 38	STL - 40	STL - 42	STL - 44	9 - 46
Jackson	KC - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Jasper	3 - 38	KC-2 - 40	3 - 42	KC - 44	3 - 46
Jefferson	STL - 38	STL - 40	STL - 42	STL - 44	STL - 46
Johnson	9 - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Knox	5 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Laclede	3 - 38	KC-2 - 40	4 - 42	KC - 44	6 - 46
Lafayette	10 - 38	KC-1 - 40	KC - 42	KC - 44	1 - 46
Lawrence	3 - 38	KC-2 - 40	3 - 42	KC - 44	3 - 46
Lewis	5 - 38	3 - 40	7 - 42	STL - 44	STL - 46
Lincoln	8 - 38	STL - 40	STL - 42	STL - 44	STL - 46
Linn	1 - 38	KC-2 - 40	7 - 42	STL - 44	1 - 46
Livingston	1 - 38	KC-2 - 40	KC - 42	KC - 44	1 - 46
McDonald	3 - 38	KC-2 - 40	3 - 42	KC - 44	3 - 46
Macon	1 - 38	KC-2 - 40	7 - 42	STL - 44	1 - 46
Madison	STL - 38	STL - 40	STL - 42	2 - 44	10 - 46
Maries	1 - 38	STL - 40	1 - 42	STL - 44	6 - 46
Marion	7 - 38	3 - 40	7 - 42	STL - 44	STL - 46
Mercer	1 - 38	KC-2 - 40	2 - 42	KC - 44	7 - 46
Miller	1 - 38	KC-2 - 40	1 - 42	STL - 44	6 - 46
Mississippi	4 - 38	4 - 40	STL - 42	2 - 44	4 - 46
Moniteau	1 - 38	KC-2 - 40	1 - 42	STL - 44	1 - 46
Monroe	1 - 38	3 - 40	7 - 42	STL - 44	STL - 46
Montgomery	1 - 38	STL - 40	7 - 42	STL - 44	1 - 46
Morgan	1 - 38	KC-2 - 40	KC - 42	STL - 44	1 - 46
New Madrid	4 - 38	4 - 40	STL - 42	2 - 44	4 - 46
Newton	3 - 38	KC-2 - 40	3 - 42	KC - 44	3 - 46
Nodaway	2 - 38	KC-2 - 40	KC - 42	KC - 44	2 - 46
Oregon	4 - 38	5 - 40	4 - 42	STL - 44	4 - 46
Osage	1 - 38	STL - 40	1 - 42	STL - 44	1 - 46

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Perry	E-3 - 28	E2 - 30	2 - 32	STL - 34	5 - 36
Pettis	W-2 - 28	W2 - 30	KC - 32	KC - 34	1 - 36
Phelps	E-3 - 28	E2 - 30	2 - 32	5 - 34	5 - 36
Pike	10 - 28	E2 - 30	2 - 32	2B - 34	5 - 36
Platte	KC - 28	KC - 30	KC - 32	KC - 34	1 - 36
Polk	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
Pulaski	E-3 - 28	E2 - 30	2 - 32	STL - 34	5 - 36
Putnam	E-3 - 28	E3 - 30	1 - 32	6 - 34	5A - 36
Ralls	11 - 28	E2 - 30	1 - 32	7 - 34	5 - 36
Randolph	E-3 - 28	W2 - 30	2 - 32	6 - 34	5 - 36
Ray	KC - 28	KC - 30	KC - 32	KC - 34	1 - 36
Reynolds	E-5 - 28	E2 - 30	2 - 32	5 - 34	5 - 36
Ripley	E-3 - 28	E2 - 30	2 - 32	8A - 34	5A - 36
St. Charles	E-6 - 28	1 - 30	1 - 32	STL - 34	3A - 36
St. Clair	W-2 - 28	W2 - 30	4 - 32	4 - 34	1 - 36
St. Francois	E-3 - 28	E2 - 30	2 - 32	10 - 34	5 - 36
Ste. Genevieve	12 - 28	E2 - 30	2 - 32	8 - 34	5 - 36
St. Louis	STL - 28	2 - 30	1 - 32	STL - 34	3 - 36
Saline	KC - 28	W2 - 30	KC - 32	KC - 34	1 - 36
Schuyler	13 - 28	E3 - 30	6 - 32	6 - 34	5A - 36
Scotland	10 - 28	E3 - 30	2 - 32	7 - 34	5A - 36
Scott	E-3 - 28	E2 - 30	2 - 32	19 - 34	5 - 36
Shannon	STL - 28	E2 - 30	2 - 32	5 - 34	5 - 36
Shelby	E-3 - 28	E2 - 30	2 - 32	6 - 34	5 - 36
Stoddard	E-3 - 28	E2 - 30	2 - 32	8 - 34	5 - 36
Stone	W-2 - 28	W3 - 30	4 - 32	4A - 34	2 - 36
Sullivan	STL - 28	W3 - 30	3 - 32	6 - 34	5A - 36
Taney	W-2 - 28	W3 - 30	4 - 32	4A - 34	2 - 36
Texas	STL - 28	E2 - 30	1 - 32	5 - 34	5 - 36
Vernon	W-2 - 28	W2 - 30	4 - 32	KC - 34	1 - 36
Warren	E-7 - 28	1A - 30	1 - 32	2 - 34	4 - 36
Washington	E-3 - 28	E2 - 30	2 - 32	2B - 34	5 - 36
Wayne	E-3 - 28	E2 - 30	2 - 32	8 - 34	5 - 36
Webster	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
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Wright	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36

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Pemiscot	4 - 38	5 - 40	STL - 42	2 - 44	4 - 46
Perry	4 - 38	STL - 40	STL - 42	STL - 44	4 - 46
Pettis	10 - 38	KC-1 - 40	KC - 42	KC - 44	1 - 46
Phelps	7 - 38	STL - 40	1 - 42	STL - 44	6 - 46
Pike	7 - 38	STL - 40	7 - 42	STL - 44	STL - 46
Platte	KC - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Polk	3 - 38	KC-2 - 40	4 - 42	KC - 44	3 - 46
Pulaski	7 - 38	STL - 40	5 - 42	STL - 44	6 - 46
Putnam	1 - 38	KC-2 - 40	7 - 42	STL - 44	1 - 46
Ralls	7 - 38	3 - 40	7 - 42	STL - 44	STL - 46
Randolph	1 - 38	KC-2 - 40	1 - 42	STL - 44	1 - 46
Ray	KC - 38	KC-1 - 40	KC - 42	KC - 44	KC - 46
Reynolds	7 - 38	STL - 40	STL - 42	STL - 44	4 - 46
Ripley	4 - 38	5 - 40	STL - 42	STL - 44	4 - 46
St. Charles	STL - 38	STL - 40	STL - 42	STL - 44	STL - 46
St. Clair	3 - 38	KC-2 - 40	3 - 42	KC - 44	3 - 46
St. Francois	7 - 38	STL - 40	STL - 42	STL - 44	STL - 46
Ste. Genevieve	7 - 38	STL - 40	STL - 42	STL - 44	5 - 46
St. Louis	STL - 38	STL - 40	STL - 42	STL - 44	STL - 46
Saline	10 - 38	KC-1 - 40	KC - 42	KC - 44	1 - 46
Schuyler	1 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Scotland	5 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Scott	4 - 38	4 - 40	STL - 42	2 - 44	4 - 46
Shannon	7 - 38	STL - 40	4 - 42	STL - 44	4 - 46
Shelby	1 - 38	3 - 40	7 - 42	STL - 44	1 - 46
Stoddard	4 - 38	4 - 40	STL - 42	2 - 44	4 - 46
Stone	3 - 38	KC-2 - 40	6 - 42	KC - 44	3 - 46
Sullivan	1 - 38	KC-2 - 40	7 - 42	STL - 44	1 - 46
Taney	3 - 38	KC-2 - 40	6 - 42	KC - 44	3 - 46
Texas	7 - 38	STL - 40	5 - 42	STL - 44	6 - 46
Vernon	3 - 38	KC-2 - 40	KC - 42	KC - 44	KC - 46
Warren	8 - 38	STL - 40	STL - 42	STL - 44	STL - 46
Washington	7 - 38	STL - 40	STL - 42	STL - 44	STL - 46
Wayne	4 - 38	STL - 40	STL - 42	2 - 44	4 - 46
Webster	3 - 38	KC-2 - 40	4 - 42	KC - 44	3 - 46
Worth	2 - 38	KC-2 - 40	2 - 42	KC - 44	2 - 46
Wright	3 - 38	KC-2 - 40	4 - 42	KC - 44	6 - 46

WELDERS receive the rate of wages prescribed for the craft performing operation of which welding is incidental.

NOTE I: Work performed on legal holidays not enumerated above shall be at straight time rate.

NOTE II: Make-up days shall not be utilized for days lost due to holidays if not permitted by the applicable Holiday Rate or Overtime Rate, and in the following instances:

- Carpenter - Outstate Areas 1 through 8A
- Cement Mason - Kansas City Area
- Laborer - Kansas City Area
- Operating Engineer - Kansas City Area
- Operating Engineer - Outstate Areas 3 and 4
- Teamster - Kansas City Area

GENERAL WAGE ORDER NO. 67
HOLIDAY RATE SCHEDULE

HOLIDAY RATE NO. 1: Means double (2) time shall be paid for all time worked on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day or days observed in lieu of these holidays.

HOLIDAY RATE NO. 2: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1 ½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1 ½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other Craft employees of the same employer at work on that same job site are receiving double (2) time that Sunday or holiday.

HOLIDAY RATE NO. 3: Means any hours worked on Sundays and recognized holidays shall be paid at the rate of double (2) times the base rate. The recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event any of the above holidays fall on Saturday, then that holiday shall be observed on Friday. In the event any of the above holidays fall on Sunday, then that holiday shall be observed on Monday.

HOLIDAY RATE NO. 4: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

HOLIDAY RATE NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a makeup day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

HOLIDAY RATE NO. 6: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two personal days. The observance of one personal day to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

HOLIDAY RATE NO. 7: Means double (2) time for work performed on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday. No work shall be performed on LABOR DAY except to save life and property.

HOLIDAY RATE NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. If any of these holidays fall on Saturday, it will be recognized on the preceding Friday; if any of these holidays fall on a Sunday, it will be recognized on the following Monday. No work shall be performed on Labor Day except in case of emergency.

**GENERAL WAGE ORDER NO. 67
HOLIDAY RATE SCHEDULE**

HOLIDAY RATE NO. 9: Means the following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked. The working people shall receive time and one-half (1½) for all work performed on Sundays and holidays.

HOLIDAY RATE NO. 10: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

HOLIDAY RATE NO. 11: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workman unless worked. An employer working a four (4) day, ten (10) hour schedule may use Friday as a makeup day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

HOLIDAY RATE NO. 12: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular workdays. If such a holiday occurs on Sunday it shall be observed on the following Monday.

HOLIDAY RATE NO. 13: All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

HOLIDAY RATE NO. 14: There shall be seven (7) recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day. No work on any pretense shall be performed on Christmas Day or Independence Day. Any work performed on the other holidays shall be paid for at two (2) times the regular rate of pay.

HOLIDAY RATE NO. 15: All work performed on New Year's Day, Memorial Day (Decoration Day), Independence Day (Fourth of July), Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday will be observed as the holiday.

HOLIDAY RATE NO. 16: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays falls on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

HOLIDAY RATE NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. No work shall be performed on Labor Day except to save life or property.

**GENERAL WAGE ORDER NO. 67
HOLIDAY RATE SCHEDULE**

HOLIDAY RATE NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

HOLIDAY RATE NO. 19: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a holiday falls on a Saturday, it shall be observed on Friday before the holiday. When a holiday falls on Sunday, the Monday following shall be observed as the holiday. No work shall be performed on Labor Day except in case of an emergency requiring the safeguarding of life and property.

HOLIDAY RATE NO. 20: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

HOLIDAY RATE NO. 21: Means the following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered as a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

HOLIDAY RATE NO. 22: Means that Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

HOLIDAY RATE NO. 23: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

HOLIDAY RATE NO. 24: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week, if working four ten's then it shall be ten hours shall be applied to the 40-hour work week. However, no reimbursement for these eight (8) hours is to be paid the workman unless worked. If workmen are required to work the holidays mentioned above or days observed as such, or Sundays they shall receive double the regular rate of pay for such work.

HOLIDAY RATE NO. 25: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on Labor Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday. Such days shall be regular workdays.

HOLIDAY RATE NO. 26: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

HOLIDAY RATE NO. 27: Means that work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, shall be paid at the rate of double (2) time the regular rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid the workman unless worked.

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HOLIDAY RATE NO. 28: Means work done on Sundays and holidays shall be paid for at the double (2) time rate. Holidays recognized shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day (Veterans' Day shall be celebrated the day after Thanksgiving), Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that date. The contractor may shut down the job the day before or after a holiday.

HOLIDAY RATE NO. 29: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

HOLIDAY RATE NO. 30: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday and Sunday –if the holiday falls on Friday or Saturday; or Saturday, Sunday and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

HOLIDAY RATE NO. 31: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as such, shall be paid at the double (2) time rate of pay. The Friday following Thanksgiving will be worked at the Employer's option. If worked, it will be at the regular hourly rate of pay. Saturday holidays will be celebrated on Saturday. Sunday holidays will be celebrated on Monday following the holiday. Work performed on any of these Mondays will be paid at double (2) the rate of pay.

HOLIDAY RATE NO. 32: All work performed on recognized holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except to save life or property. The following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be observed November 11 (or a mutually agreed date of the Friday after Thanksgiving if agreed by other crafts working on project), Thanksgiving Day and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday.

HOLIDAY RATE NO. 33: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at double (2) times the regular hourly wage rate. When the holiday falls on Sunday, the following Monday shall be observed as the holiday. If any holiday occurs during the work week (Monday through Friday), any work performed over thirty-two (32) hours during that week would be considered overtime and would be paid at one and one-half (1½) times the basic rate of pay. This last sentence is not applicable if a project is on a normal hour four (4) day - ten (10) hour work week.

HOLIDAY RATE NO. 34: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

HOLIDAY RATE NO. 35: All work performed on holidays shall be considered overtime and work performed on these days shall be paid at double (2) time prevailing scale. The holidays of understanding are: New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day (the first Monday in September).

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HOLIDAY RATE NO. 36: All work done on New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed.

HOLIDAY RATE NO. 37: All work performed on Sunday and recognized holidays shall be paid at double (2) time. The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

HOLIDAY RATE NO. 38: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. When any of these holidays falls on Sunday, the Monday following shall be observed as such holiday.

HOLIDAY RATE NO. 39: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day shall be paid at the double time rate of pay.

**GENERAL WAGE ORDER NO. 67
OVERTIME RATE SCHEDULE**

OVERTIME RATE NO. 1: Means eight (8) hours of work between the hours of 8:00 A.M. and 4:30 P.M., except for a thirty (30) minute lunch period shall constitute a regular work day. Forty (40) hours, within five (5) such work days- Monday through Friday, inclusive, shall constitute a regular work week. The starting and quitting time for each job shall be subject to variance by mutual agreement and where not agreed otherwise the regular starting time shall be 8:00 a.m. and the quitting time shall be 4:30 p.m. In order to meet job site or owner conditions, the above section may be modified to allow for a workday/workweek of four (4), ten-hour days (4-10's) provided that the following condition is met: The project must be for a minimum of four (4) consecutive days beginning on either a Monday or Tuesday, holidays inclusive. All work performed outside of the regularly scheduled working hours, Monday through Friday, and on Saturday shall be paid at one and one-half (1½) times the hourly rate. On all work performed on Sundays and recognized legal holidays or days that may be celebrated as such, shall be paid at double (2) the hourly rate. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall be paid at eight (8) hours pay at the regular hourly rate plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall be paid at eight (8) hours pay at the regular hourly rate plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 2: Means the regular work day for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The project starting time may be either advanced or delayed at the discretion of the Employer. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to a holiday or circumstances beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours work week. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. When traffic conditions, job conditions or weather conditions require that work be performed outside the regular workday, the rate of pay shall be the regular hourly pay plus \$1.50 per hour. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall consist of eight (8) hours pay plus one-half hour unpaid lunch. The third shift shall consist of eight (8) hours work plus one-half hour unpaid lunch. All time worked in-excess of normal shifts shall be paid at the overtime rate.

OVERTIME RATE NO. 3: Means the regular work day for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an employer is prohibited from working on a holiday, that employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1 ½) times the regular rate. If workmen are required to work the recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

OVERTIME RATE NO. 4: Means a workday of eight (8) hours, beginning at 8:00 a.m., Monday through Friday shall constitute a forty (40) hour work week. All time over the eight (8) hour day as above defined and all hours worked on Saturday shall be paid at the rate of one and one-half (1 ½) the regular rate of wages. If workmen are required to work the recognized holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

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OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 5: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 a.m. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

OVERTIME RATE NO. 6: Means a regular work day shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided that the following conditions are met:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall be paid at eight (8) hours pay at the regular hourly rate plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 7: Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.80 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

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OVERTIME RATE NO. 8: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time & one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 9: Means eight (8) hours shall constitute a regular day's work Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. If the employer elects to schedule work on a four (4) ten (10) hour day work week, ten (10) hour work days may be worked. These four (4) ten (10) hour day work weeks may be scheduled either Monday to Thursday with Friday as a make-up day or Tuesday to Friday with no make-up day. When a five (5) day eight (8) hour work week is used, all work performed over eight (8) hours per day shall be compensated at one and one-half (1½) times the basic hourly wage. Work performed on Saturday shall be compensated at time and one-half (1½) times the basic hourly wage. Work performed on Sundays and recognized holidays shall be compensated at double (2) times the basic hourly wage. When a four (4) day ten (10) hour work week is used, all work performed over ten (10) hours per day shall be compensated at time and one-time (1½) times the basic hourly wage. Work performed on Saturday shall be compensated at time and one-half (1½) times the basic hourly wage.

OVERTIME RATE NO. 10: Means eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive. The work week shall be forty (40) hours, Monday through Friday. Any work in excess of forty (40) hours in one week shall be paid at the applicable overtime rate. At the Employer's option the work week can consist of five (5) eight (8) hour days or four (4) ten (10) hour days. In case of bad weather, or equipment breakdown, Friday may be used as a make-up day if four tens are being worked. If five eights are being worked, Saturday may be used as a make-up day. If the Employer works five eight hour days all time over eight hours per day will be paid at the overtime rate. If the Employer works four ten hour days, all time over ten hours per day will be paid at the overtime rate. Time and one-half (1½) shall be paid for the first two (2) hours of overtime work on any regular work day and any work performed before regular starting time and after regular quitting time and for the first ten (10) hours on Saturday. All work in excess of ten (10) hours regular work day and ten (10) hours on Saturday and all work performed on Sunday and recognized holidays shall be double (2) time.

OVERTIME RATE NO. 11: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the work week. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (1/2) the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. When the Missouri Highway and Transportation Commission requests that work be done outside the normal working hours the normally applicable pay rate shall be increased by \$1.50 per hour. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates. The additional \$1.50 per hour for hours worked outside the normal workday at the request of the Missouri Highway and Transportation Commission does not apply to shift work.

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OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 12: Means eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive. In the event the Contractor is unable to work forty (40) hours in this work week due to inclement weather, Saturday may be used as a Make-Up Day. All Make-Up hours worked on Saturday (up to 40 hours for the week) shall be paid at the straight time rate of pay. The Make-Up Day may not be used to Make-Up holidays. Any work in excess of eight (8) hours per day, or forty (40) hours in one week, Monday through Saturday, shall be paid at the time and one-half (1 ½) rate of regular hourly rate, except as provided elsewhere. All work performed on Sundays and holidays shall be paid at the rate of two (2) times the regular hourly rate. At the Employer's option the work week can consist of five (5) eight (8) hour days or four (4) ten (10) hour days. If the Employer uses the option of working four (4) ten (10) hour days, Friday and Saturday can be used as Make-Up Days due to weather related loss of time. When the Employer works the four (4) ten (10) hour day schedule, the rate of time and one-half (1 ½) the regular hourly rate will be paid on all hours over ten (10) hours per day, and over forty (40) hours per week. All work performed on Sundays and holidays shall be paid at two (2) times the regular hourly rate.

OVERTIME RATE NO. 13. Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid lunch period, with pay at the straight time rate. If the workday starts at 8:00 a.m., the quitting time shall be no later than 4:30 p.m. When separate crews are used, the start time may be adjusted from 6:00 a.m. through 9:00 a.m. The start time may be further adjusted to 9:30 a.m. throughout the year if required by government agency or municipal ordinance. Time and one-half (1½) shall be paid after eight (8) consecutive hours Monday through Saturday. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. If a crew of another trade working for the employer is receiving overtime pay, the Cement Mason crew shall receive overtime pay. The Employer has the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. When an Employer schedules 4-10's, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. If the Employer elects to work 4-10's Monday through Thursday and is stopped due to inclement weather, or other conditions beyond the control of the Employer, the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. Shifts may be established when considered necessary by the employer. Shift hours and rates will be as follows. All shifts shall be eight (8) hours plus one-half (1/2) hour for unpaid lunch. First shift will begin at 8:00 a.m. and end at 4:30 p.m. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and will be paid the straight time rate plus \$2.50 per hour premium. The third shift shall start eight hours after the start of the second shift and will be paid the straight time rate plus \$3.50 per hour premium. Shifts will be established for a minimum of three consecutive workdays. If only two shifts are worked, the Employer may regulate the start time to take maximum advantage of daylight hours.

OVERTIME RATE NO. 14: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

OVERTIME RATE NO. 15: Means eight (8) hours of work between the hours of eight (8:00) a.m. and four-thirty (4:30) p.m. shall constitute a work day. Forty (40) hours within five (5) days - Monday through Friday, inclusive - shall constitute a work week. The regular starting time in the morning may be moved not more than one hour prior to 8:00 a.m.; however, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate and as required by the employer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 8:00 a.m. to 6:30 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and Holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) days, eight (8) hours per day work week. All overtime work after a regular work day, (8) hours, Monday through Friday shall be paid at time and one-half (1½). All hours worked on Saturday shall be paid at time and one-half. (1½). All other overtime on Sunday and recognized holidays shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**GENERAL WAGE ORDER NO. 67
OVERTIME RATE SCHEDULE**

OVERTIME RATE NO. 16: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

OVERTIME RATE NO. 17: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a work week. The Employer may at his discretion, vary the starting time by up to one (1) hour, either prior to or after the normal starting time. The Employer may work four (4) ten (10) hour days, either Monday through Thursday or Tuesday through Friday. Overtime will be paid for work outside of the established starting and quitting times. All overtime work between eight (8) hours and ten(10) hours on regular scheduled working days and the first ten (10) hours on Saturday, beginning at the regular starting time, will be paid at time and-half (1½). All other overtime on Saturday, Sunday and recognized holidays shall be paid for at double (2) the straight time rate of pay. If any of the recognized holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday –if the holiday falls on Friday or Saturday; or Saturday, Sunday and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 15% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 25% for all hours worked. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 18: Means eight (8) hours work between the hours of 7:00 a.m. and 5:00 p.m. with not more than one hour, but not less than one-half hour for lunch shall constitute the work day. Forty hours within five days, Monday through Friday inclusive, shall constitute the workweek. Work performed outside the aforementioned hours will be paid at the applicable overtime rate. Whenever a holiday falls within a regular workweek, that week shall consist of four regular shifts, the holiday being excluded.

OVERTIME RATE NO. 19: Minimum requirement per Fair Labor Standards Act means time & one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

OVERTIME RATE NO. 20: Means work between the hours of 7:00 a.m. and 6:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Weekend begins 12:01 a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

OVERTIME RATE NO. 21: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. or later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a makeup day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1 ½) their regular rate of pay for all hours worked.

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OVERTIME RATE NO. 22: Means that when working a workday for an Eight Hour Schedule, a maximum of eight (8) hours shall constitute a day's work and shall be between the hours of six (6:00) a.m. and five (5:00) p.m. excepting work that has must be performed according to project owner's specifications; all work necessary previous to or after starting of major crew or machinery, to be performed at the regular rate. Notwithstanding the above, all work done over eight (8) consecutive hours in any one day, lunch excepted, shall be paid at the rate of one and one-half (1 ½) times the basic rate of pay. The Contractor may choose the option of working four (4) ten (10) hour days (Ten Hour Schedule), Monday through Saturday, at straight time. Overtime is to be at the rate of one and one-half (1 ½) times the basic hourly rate for all hours worked over ten (10) in a day or over forty (40) in a week. Forty (40) hours Monday through Saturday, shall constitute one (1) working week and shall be so recognized. All work done after forty (40) hours in any one week, when a crew has worked forty (40) hours at the basic rate of pay during the same week, shall be paid at the rate of one & one-half (1½) times the basic rate of pay. Saturday is to be worked as a make-up day at the straight time hourly rate of pay (up to forty (40) hours that week) provided, that Friday is worked as the first make-up day (weather permitting). The contractor may elect a starting time from 6:00 a.m. to 8:00 a.m. which shall be the regular starting time. Any work before the regular starting time or after the regular quitting time shall be at one and one-half (1½) times the regular rate of pay.

OVERTIME RATE NO. 23: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal workday under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. with a one (1) hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one & one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workman on the "day shift" shall receive eight (8) hours' pay at the hourly rate for eight (8) hours' work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall received eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours' work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15 % for seven (7) hours' work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

OVERTIME RATE NO. 24: Means eight (8) hours shall constitute a regular workday, between the hours of 6:00 a.m. and 5:30 p.m. except when the employer elects to work four 10-hour days as described below. The starting time of the workday can be adjusted from 6:30 a.m. to 9:00 a.m. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. Time and one-half (1 ½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus \$1.50 per hour.

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OVERTIME RATE NO. 25: Means eight (8) hours shall constitute a regular day's work with the work week being Monday through Sunday between the hours of 6:00 a.m. and 6:00 p.m. If an Employer elects to schedule work on a four (4) day ten (10) hour per day work week, ten (10) hour workdays may be worked. Any work performed in excess of forty (40) hours per week or any work performed in excess of ten (10) hours on any workday will be compensated at one and one-half (1½) times the basic hourly wage. Saturday will be compensated at time and one-half (1½). Any work performed on Sundays and recognized holidays shall be compensated at two (2) times the basic hourly wage.

OVERTIME RATE NO. 26: Means eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

OVERTIME RATE NO. 27: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time & one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for time worked on Sundays or holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at time & one-half (1½).

OVERTIME RATE NO. 28: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time & one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

OVERTIME RATE NO. 29: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work at the same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours Monday through Saturday because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a makeup day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. When the contractor elects to establish other working hours the rate of pay shall be the regular hourly rate plus \$0.50 per hour. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

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OVERTIME RATE NO. 30: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time & one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: On Highway/Heavy Work or if required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cents (\$2.50) per hour premium. Shift Work: Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work, and the third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

OVERTIME RATE NO. 31: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

OVERTIME RATE NO. 32: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to Holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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OVERTIME RATE NO. 33: Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m.), Monday through Friday, shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at a rate of double (2x) that employee's hourly rate. For hours worked on Saturday, Sunday and recognized holidays, or days that may be celebrated as such, and as designated by the federal government, double (2) time shall be paid. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. on a second shift shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and percentage fringe benefit rates. When a shift continues past the latest time at which a shift may operate, then the appropriate percentage overtime is paid.

OVERTIME RATE NO. 34: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

OVERTIME RATE NO. 35: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sundays and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

OVERTIME RATE NO. 36: Means the Employer may choose, at his discretion, to work five eight-hour days or four ten-hour days with a Friday make-up day. Overtime shall be paid after eight hours when working "five eights" and after ten hours when working "four tens", and Saturdays at time and one-half (1½) the base rates. Any hours worked on Sunday and recognized Holidays shall be paid at 2 times the base rate.

OVERTIME RATE NO. 37: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and Noon (12:00) on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday work will be paid time and one-half (1½) the regular hourly rate of pay. Work performed on Sundays and recognized holidays shall be paid at double (2) time the regular hourly rate of pay. Saturdays can be a make-up day if weather has forced a day off. But only in the week of the day being lost. Any time worked before six (6) hours before Noon (12:00) or after six (6) hours after Noon (12:00) will be paid at the time and one-half (1½) the regular hourly rate of pay.

OVERTIME RATE NO. 38: Means a normal work week shall be Monday through Friday. Normal hours of work shall consist of eight and one-half (8½) consecutive hours per workday between 7:00 a.m. and 5:00 p.m., which includes one-half (1/2) hour for lunch. A 4-10 hour day work week Monday through Thursday or Tuesday through Friday may be worked at the contractor's request. Days must be consecutive. Time and one-half (1½) shall be paid for the first two (2) hours of overtime on any regular work day, Monday through Friday, and any work performed before regular starting time and after regular quitting time. Saturday work shall be paid at one and one-half (1½) times the regular rate of pay for the first ten (10) hours. All other overtime will remain as double (2) time, including Sundays and recognized holidays.

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OVERTIME RATE NO. 39: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 7:00 A.M. and 9:00 A.M. Time and one-half (1½) shall be paid for work performed on a regular work day before the regular starting time and after the regular quitting time. Double (2) time shall be paid for work performed on Sunday and holidays. At the discretion of the Employer, Saturday can be used for a make-up day. The Employer when working on highway and road work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his or her forty (40) hours.

OVERTIME RATE NO. 40: Eight (8) hours shall constitute a regular days' work between the hours of 8:00 a.m. and 5:00 p.m. with an hours' intermission for lunch; and forty (40) hours shall constitute a regular work week from Monday through Friday. A four (4) ten (10) hour day work schedule may be worked Monday through Thursday (Tuesday through Friday in the event a holiday is celebrated on a Monday) or a Tuesday through Friday (Monday through Thursday in the event a holiday is celebrated). If the parties work the four ten hour week the following shall apply:

- (a) Ten (10) consecutive hours shall constitute a day's work between the hours of 7:00 a.m. and 5:30 p.m. One-half (1/2) hour shall be set aside for an unpaid lunch period.
- (b) Friday may be used as a make-up day when the scheduled work week was interrupted and time lost of seven (7) hours or more was incurred.

Time and one half (1½) will be paid for all time worked in excess of the regular working day and Saturdays; double (2) time will be paid for all work done on Sundays and legal holidays.

OVERTIME RATE NO. 41: Means eight (8) hours shall constitute a regular workday, between the hours of 6:30 a.m. and 5:30 p.m. except when the Employer elects to work four (4) ten (10) hour days as described below. The starting time of the workday can be adjusted from 6:30 a.m. to 9:00 a.m. The Employer may have the option to schedule his workweek from Monday through Thursday at Ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), or other conditions beyond the control of the Employer, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. Time and one-half (1 ½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Overtime shall be computed at one-half (1/2) intervals. Projects that cannot be performed during regular workday: On Highway/Heavy work, or if required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of one dollar and fifty cents (\$1.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the one dollar and fifty cents (\$1.50) per hour premium. The overtime rate shall be computed after the \$1.50 premium has been added to the hourly wage rate. However, if a contractor employs any other craft on a project being worked outside the normal workday, and is paying the other craft a higher premium, then the Laborers employed by such contractor on such project outside the normal work hours shall be paid the higher premium.

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OVERTIME RATE SCHEDULE**

OVERTIME RATE NO. 42: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for Sunday work and work performed on recognized holidays. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus \$1.50 per hour.

OVERTIME RATE NO. 43: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

OVERTIME RATE NO. 44: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7½) hours' work for eight hours pay, exclusive lunch time, and the third or the graveyard shift consist of seven (7) hours' work for eight (8) hours' pay, exclusive of lunch time. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiply shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and six a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three operation that carries over into Saturday morning shall be at the straight time rate. Overtime shall be computed at one-half (1/2) hour intervals.

**GENERAL WAGE ORDER NO. 67
OVERTIME RATE SCHEDULE**

OVERTIME RATE NO. 45: Means the normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m., and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before the designated starting time and after the quitting time shall be paid for at the rate of time and one-half (1½). An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Any work started after 12:00 midnight Sunday, will be classified as time and one-half (1½) up to the legal starting time on Monday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and Holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

OVERTIME RATE NO. 46: Means eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:00 p.m. The standard work week shall be forty (40) hours between 7:00 a.m. on Monday and ending 5:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

OVERTIME RATE NO. 47: Means eight (8) hours shall constitute a normal day's work as follows: 7:00 – 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 – 4:30 p.m. Monday through Friday. The lunch break may be of sixty (60) minutes duration and quitting time delayed accordingly. Employees working before or after these specified hours shall be paid at the rate of time and one-half (1 ½) the regular rate of pay. Sunday and Holiday work shall be double (2) time. Employees failing to work a regular forty (40) hour week due to inclement weather may work on Saturday at the regular rate of pay. During periods of interperate summer weather, the working day may begin at 6:00 a.m. and straight time shall be paid for eight (8) hours of work.

OVERTIME RATE NO. 48: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

OVERTIME RATE NO. 49: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

OVERTIME RATE NO. 50: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

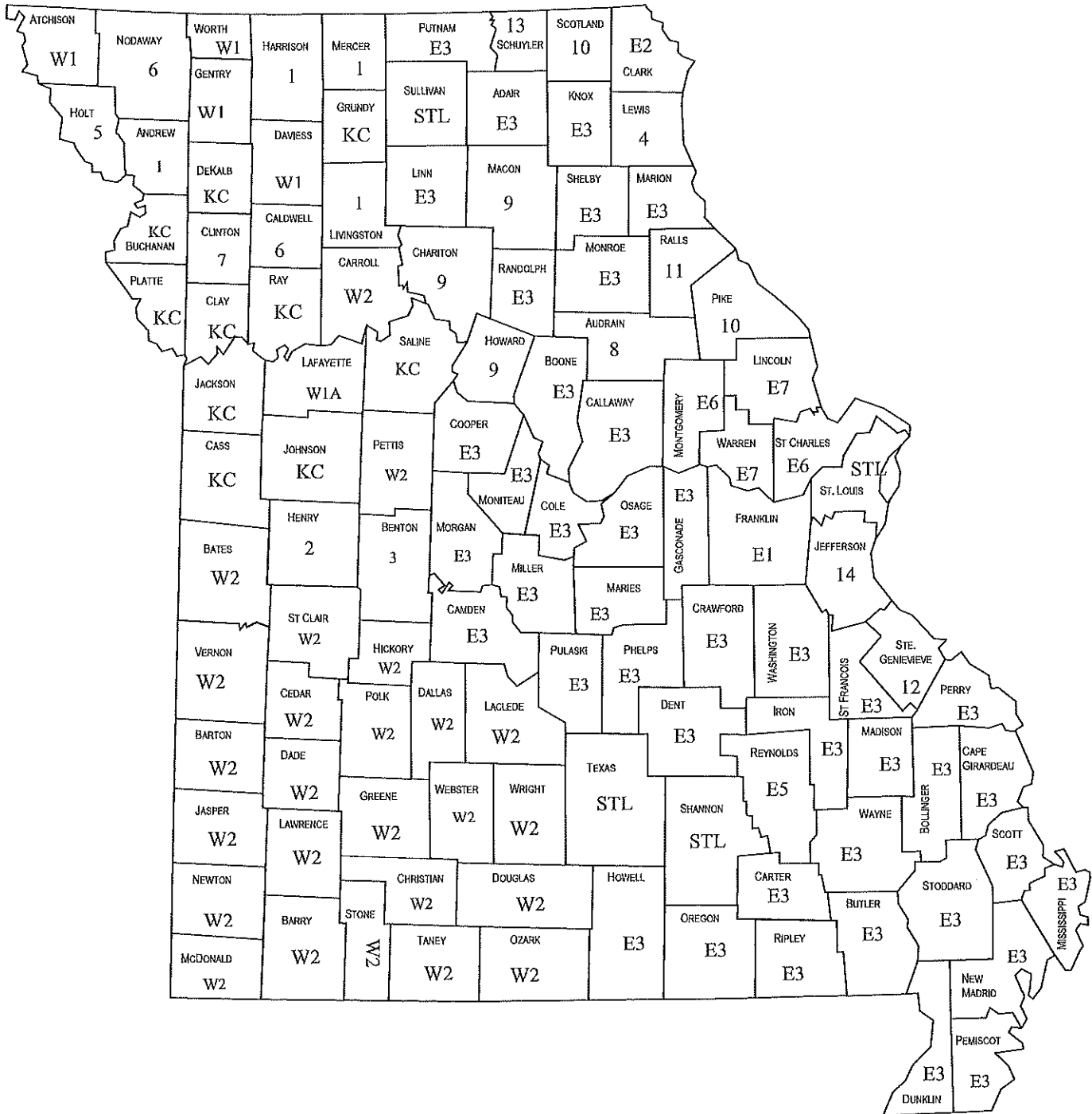
**GENERAL WAGE ORDER NO. 67
OVERTIME RATE SCHEDULE**

OVERTIME RATE NO. 51: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

OVERTIME RATE NO. 52: Means there is a flexible starting time where there shall be no restrictions on starting or stopping times per day. Except as specified, eight (8) hours a day shall constitute a standard workday and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the eight-hour (8) standard workday, and on Saturday shall be classified as overtime and paid at the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty-hour (40) week. When the four (4) ten-hour day work week schedule is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to extend ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. If an employee absents himself from work during a regularly scheduled work week, consisting of four (4) ten (10) hour days, he shall be required to work Friday and/or Saturday at straight time for the ten (10) hours of such days, as appropriate. When the five-day, eight (8) hour work week is in effect, forty hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, the Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week. If an employee absents himself from work during a regular scheduled work week consisting of five (5) eight (8) hour days, he shall be required to work Friday and/or Saturday at straight time for the first eight (8) hours of such days, as appropriate. The Employer shall have the option of changing the regular workday or work week on any job when conditions as stipulated by the owner or the operating authority require accommodations by the Employer. Starting time may be adjusted to fit circumstances of the Employer.

OVERTIME RATE NO. 53: Means the normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m., and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before the designated starting time and after the quitting time shall be paid for at the rate of time and one-half (1½). An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Any work started after 12:00 midnight Sunday, will be classified as time and one-half (1½) up to the legal starting time on Monday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and Holidays shall be considered overtime and work done on these days shall be paid at double (2) time the prevailing scale.

LABORER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
LABORER

For the entire Counties of the following Areas:

<u>ST. LOUIS AREA</u>		<u>KANSAS CITY AREA</u>	
General Laborer -----	\$35.80	General Laborer -----	\$33.05
Skilled Laborer -----	\$35.80	Skilled Laborer -----	\$34.26
 Total Fringes -----	 \$16.77	 Total Fringes -----	 \$16.81
OVERTIME RATE	NO. 30	OVERTIME RATE	NO. 27
HOLIDAY RATE	NO. 12	HOLIDAY RATE	NO. 10

	<u>AREA</u> W-1	<u>AREA</u> W-1A	<u>AREA</u> W-2	<u>AREA</u> E-1	<u>AREA</u> E-2	<u>AREA</u> E-3	<u>AREA</u> E-5
General Laborer -	\$28.29	\$28.83	\$28.23	\$34.44	\$35.91	\$32.10	\$34.49
Skilled Laborer -	\$28.64	\$29.18	\$28.78	\$35.04	\$35.91	\$32.10	\$35.09
 Total Fringes	 \$16.34	 \$15.80	 \$15.60	 \$15.47	 \$15.42	 \$15.47	 \$15.47
OVERTIME RATE NO.	28	28	28	44	41	44	44
HOLIDAY RATE NO.	9	9	9	18	16	18	18

	<u>AREA</u> E-6	<u>AREA</u> E-7
General Laborer -	\$35.91	\$33.24
Skilled Laborer -	\$35.91	\$33.84
 Total Fringes	 \$15.47	 \$15.47
OVERTIME RATE NO.	41	44
HOLIDAY RATE NO.	16	18

	1	2	3	4	5	6	7
General Laborer -	\$34.26	\$34.26	\$33.04	\$37.15	\$32.07	\$27.76	\$35.50
 Total Fringes	 \$16.34	 \$15.55	 \$15.55	 \$15.59	 \$16.34	 \$16.34	 \$20.14
OVERTIME RATE NO.	19	19	19	19	19	19	19

	8	9	10	11	12	13	14
General Laborer -	\$41.66	\$33.04	\$35.91	\$34.26	\$37.94	\$35.13	\$36.39
 Total Fringes	 \$15.62	 \$15.47	 \$15.47	 \$17.14	 \$15.47	 \$16.21	 \$16.77
OVERTIME RATE NO.	19	19	19	19	19	19	19

To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
TRUCK DRIVER-TEAMSTER
For the entire Counties of the following Areas:

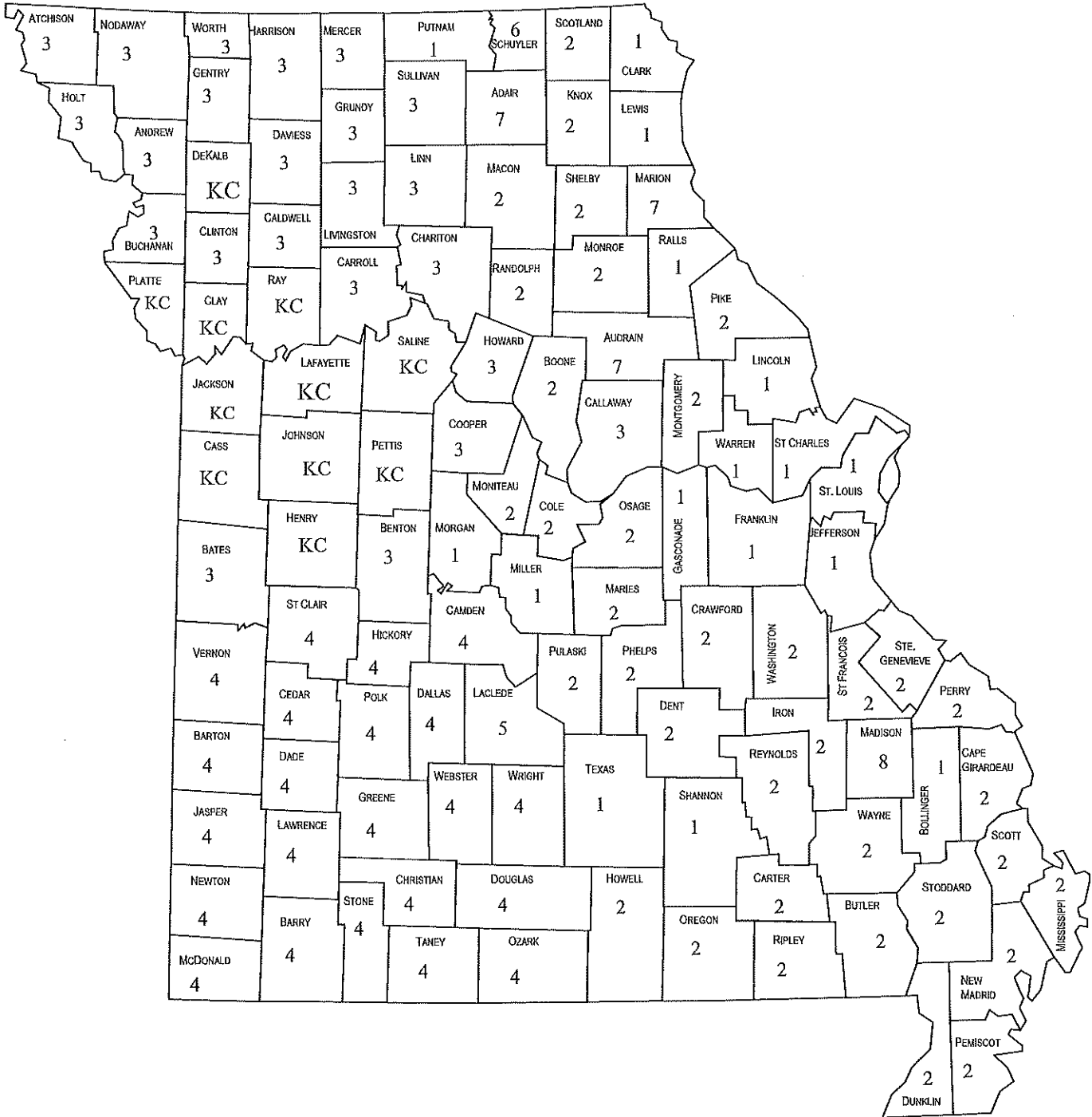
<u>ST. LOUIS (STL) AREA</u>		<u>KANSAS CITY (KC) AREA</u>	
Truck Driver - Teamster----- \$34.36		<u>Area-KC-1</u>	
		Group I ----- \$34.14	
		Group II ----- \$34.14	
		Group III ----- \$34.14	
		Group IV ----- \$34.14	
Total Fringes ----- \$14.98		Total Fringes ---- \$16.75	
OVERTIME RATE	NO. 14	OVERTIME RATE	NO. 27
HOLIDAY RATE	NO. 5	HOLIDAY RATE	NO. 10

	<u>AREA</u> W1	<u>AREA</u> W1A	<u>AREA</u> W1B	<u>AREA</u> W2	<u>AREA</u> W3
Group I	\$34.08	\$34.08	\$32.87	\$32.87	\$32.14
Group II	\$34.19	\$34.19	\$33.03	\$33.03	\$32.30
Group III	\$34.23	\$34.23	\$33.02	\$33.02	\$32.29
Group IV	\$34.30	\$34.30	\$33.14	\$33.14	\$32.41
Total Fringes	\$14.75	\$14.75	\$14.75	\$14.75	\$14.75
OVERTIME RATE	NO. 31	NO. 31	NO. 31	NO. 31	NO. 31
HOLIDAY RATE	NO. 11	NO. 11	NO. 11	NO. 11	NO. 11

	<u>AREA</u> E2	<u>AREA</u> E3	<u>AREA</u> 1	<u>AREA</u> 1A
Group I	\$33.17	\$32.34	\$35.53	\$34.18
Group II	\$33.33	\$32.60	\$35.64	\$34.29
Group III	\$33.32	\$32.59	\$35.68	\$35.33
Group IV	\$33.34	\$32.71	\$35.75	\$34.40
Total Fringes	\$14.75	\$14.75	\$14.75	\$14.75
OVERTIME RATE	NO. 14	NO. 14	NO. 14	NO. 14
HOLIDAY RATE	NO. 5	NO. 5	NO. 5	NO. 5

<u>AREA 2</u>	
Truck Driver - Teamster----- \$24.57	
Total Fringes ----- \$10.76	
OVERTIME RATE	NO. 19
HOLIDAY RATE	---

OPERATING ENGINEER – AREAS BY COUNTIES

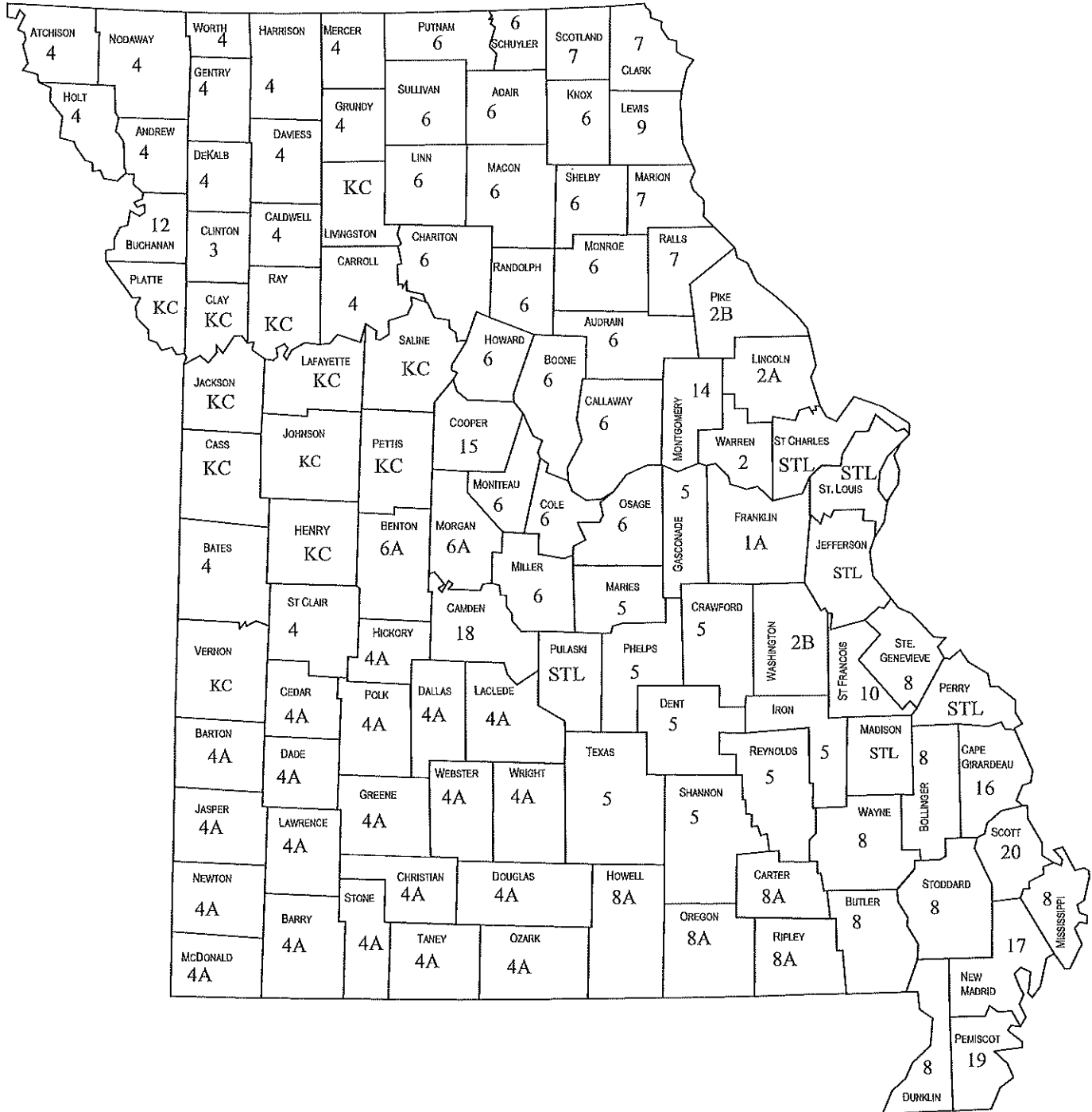


To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
OPERATING ENGINEER
For the entire Counties of the following Areas:

	<u>AREA</u>	<u>AREA</u>	<u>AREA</u>	<u>AREA</u>	<u>AREA</u>
	KC	1	2	3	4
Group I	\$38.42	\$38.36	\$33.24	\$35.98	\$33.42
Group II	\$37.38	\$38.36	\$32.89	\$35.58	\$33.07
Group III	\$37.38	\$37.06	\$32.69	\$33.58	\$32.87
Group IV	\$32.91	\$33.60	\$29.04	----	\$30.82
Oiler-Driver	\$36.26	\$34.06	\$29.04	----	\$30.82
Total Fringes	\$20.44	\$29.12	\$28.80	\$20.12	\$17.50
OVERTIME RATE NO.	27	2	3	29	29
HOLIDAY RATE NO.	10	23	24	2	2

	<u>AREA</u>	<u>AREA</u>	<u>AREA</u>	<u>AREA</u>
	5	6	7	8
Operating Engineer	\$40.17	\$39.84	\$29.86	\$39.51
Total Fringes	\$17.05	\$30.13	\$22.42	\$29.17
OVERTIME RATE NO.	19	19	19	19
HOLIDAY RATE NO.	---	---	---	---

CARPENTER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

CARPENTER

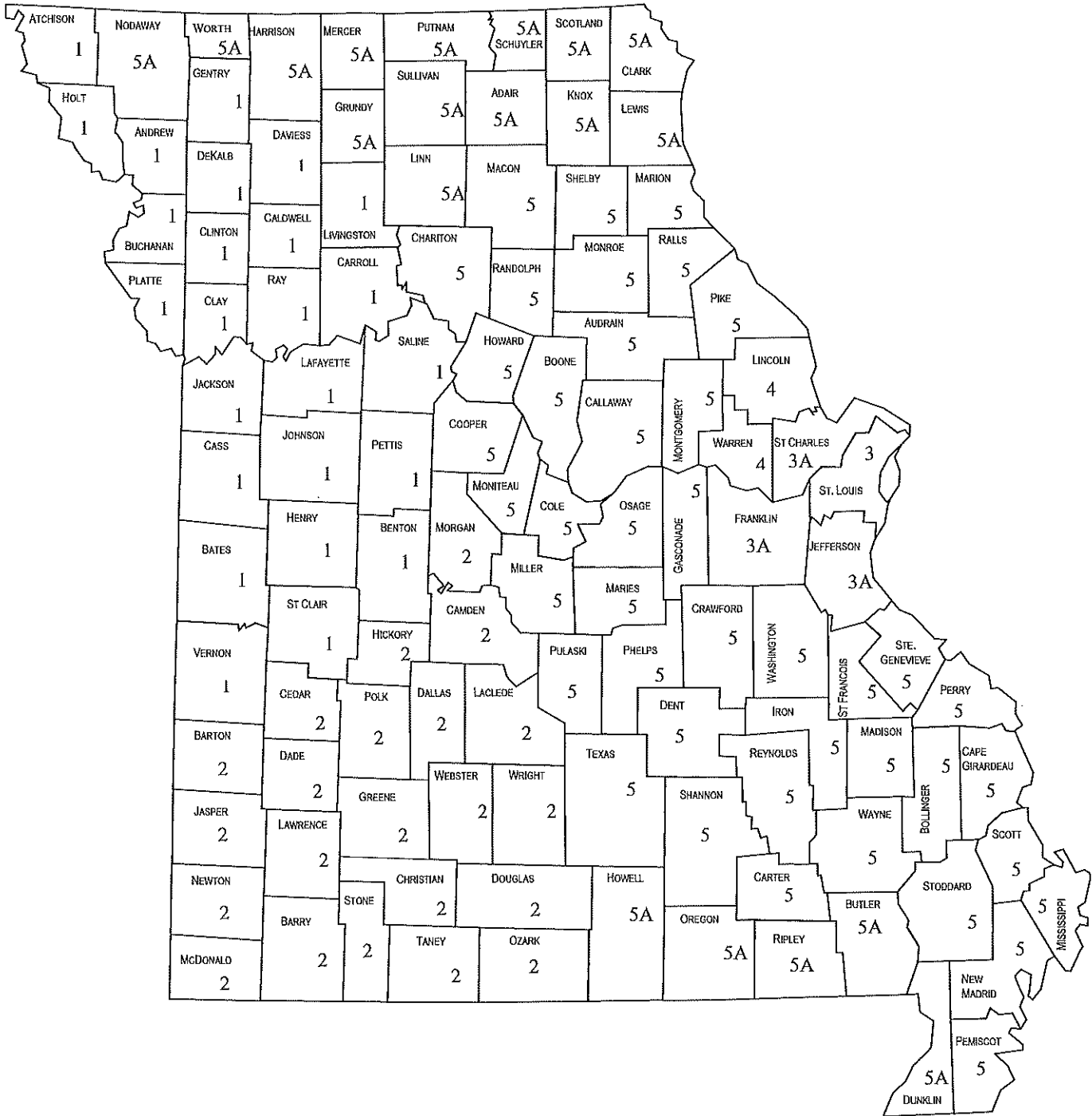
For the entire Counties of the following Areas:

Journeyman Millwright Piledriver				
AREA	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$41.62	\$20.20	7	25
KC	\$41.63	\$20.15	5	29

	<u>AREA</u> 1	<u>AREA</u> 1A	<u>AREA</u> 2	<u>AREA</u> 2A	<u>AREA</u> 2B	<u>AREA</u> 3
Hourly Rate	\$39.94	\$37.59	\$36.38	\$35.91	\$34.74	\$33.20
Total Fringes	\$20.25	\$19.95	\$19.95	\$19.95	\$19.95	\$19.95
	<u>AREA</u> 4	<u>AREA</u> 4A	<u>AREA</u> 5	<u>AREA</u> 6	<u>AREA</u> 6A	<u>AREA</u> 7
Hourly Rate	\$32.43	\$32.00	\$33.89	\$34.06	\$32.48	\$34.07
Total Fringes	\$19.95	\$19.95	\$19.95	\$19.95	\$19.95	\$19.95
	<u>AREA</u> 8	<u>AREA</u> 8A				
Hourly Rate	\$33.90	\$32.77				
Total Fringes	\$19.95	\$19.95				
OVERTIME RATE	51	51	51	51	51	51
HOLIDAY RATE	4	4	4	4	4	4

	<u>AREA</u> 9	<u>AREA</u> 10	<u>AREA</u> 11	<u>AREA</u> 12	<u>AREA</u> 13	<u>AREA</u> 14
Hourly Rate	\$45.92	\$36.21	\$41.39	\$43.43	\$42.13	\$39.36
Total Fringes	\$20.37	\$19.95	\$19.95	\$19.00	\$20.15	\$20.22
	<u>AREA</u> 15	<u>AREA</u> 16	<u>AREA</u> 17	<u>AREA</u> 18	<u>AREA</u> 19	<u>AREA</u> 20
Hourly Rate	\$40.22	\$38.81	\$40.83	\$36.88	\$33.44	\$39.91
Total Fringes	\$20.37	\$20.37	\$20.37	\$20.22	\$20.37	\$20.37
OVERTIME RATE	19	19	19	19	19	19

TRAFFIC CONTROL SERVICE DRIVER – AREAS BY COUNTIES

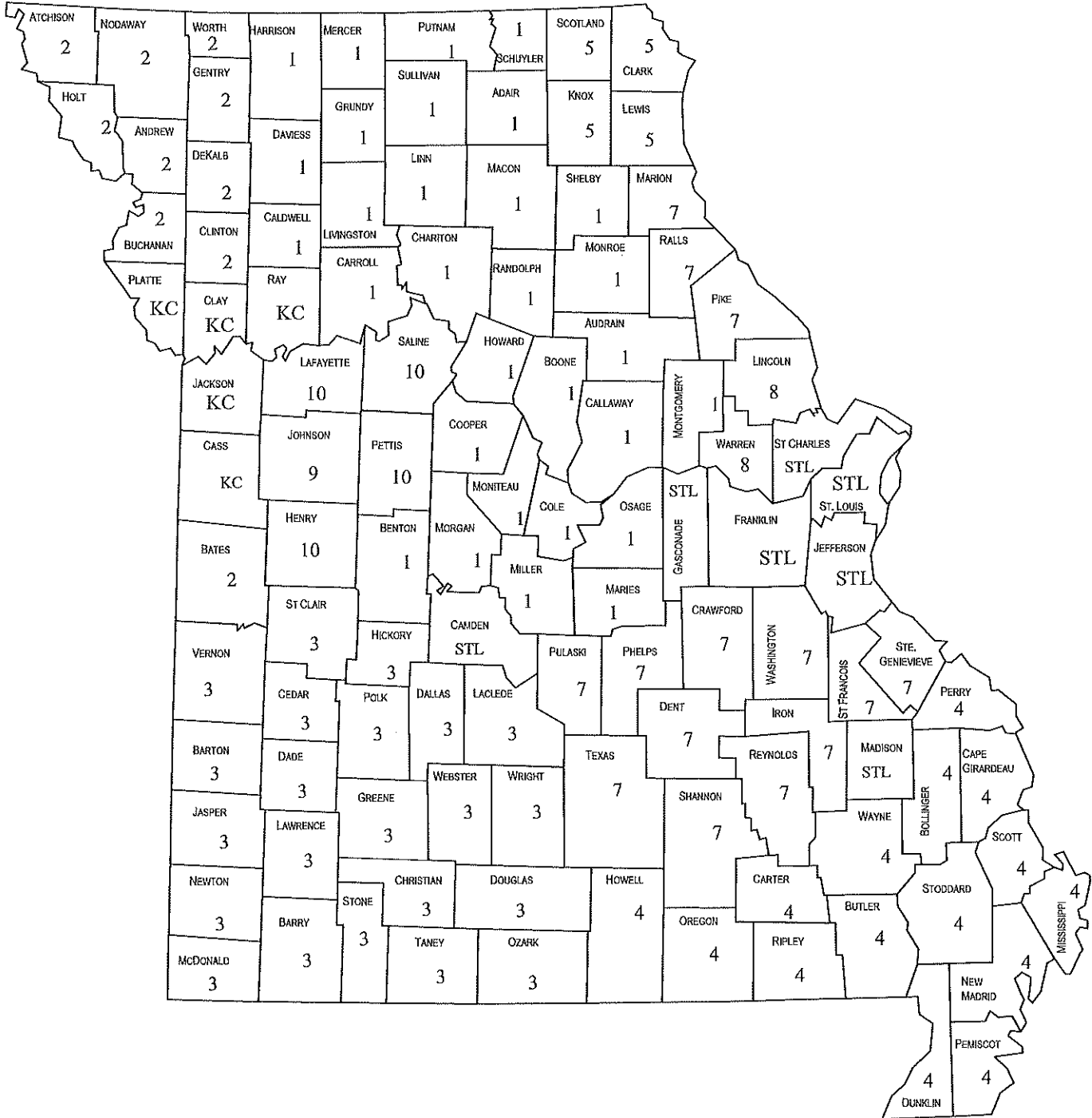


To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
TRAFFIC CONTROL SERVICE DRIVER
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
1	\$15.35	\$ 2.71	21	6
2	\$16.35	\$ 2.75	21	6

	<u>AREA</u> STL 3	<u>AREA</u> 3A	<u>AREA</u> 4	<u>AREA</u> 5	<u>AREA</u> 5A
Hourly Rate	\$27.35	\$28.775	\$27.425	\$26.415	\$25.685
Total Fringes	\$9.045	\$9.045	\$9.045	\$9.045	\$9.045
OVERTIME RATE	No. 14	No. 14	No. 14	No. 14	No. 14
HOLIDAY RATE	No. 5	No. 5	No. 5	No. 5	No. 5

CEMENT MASON – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
CEMENT MASON
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$37.31	\$19.85	13	26
KC	\$34.87	\$18.30	27	10
1	\$30.22	\$15.43	48	16
2	\$36.03	\$20.55	50	20
3	\$26.57	\$12.48	49	20
4	\$31.30	\$17.78	4	27
5	\$22.57	\$16.93	22	28
7	\$31.25	\$19.54	39	12
8	\$36.14	\$19.86	13	26
9	\$32.23	\$18.30	19	---
10	\$30.87	\$18.30	19	---

To: Missouri Highway and Transportation Commission
 Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
 Prevailing Hourly Wage Rates for Occupations

IRONWORKER

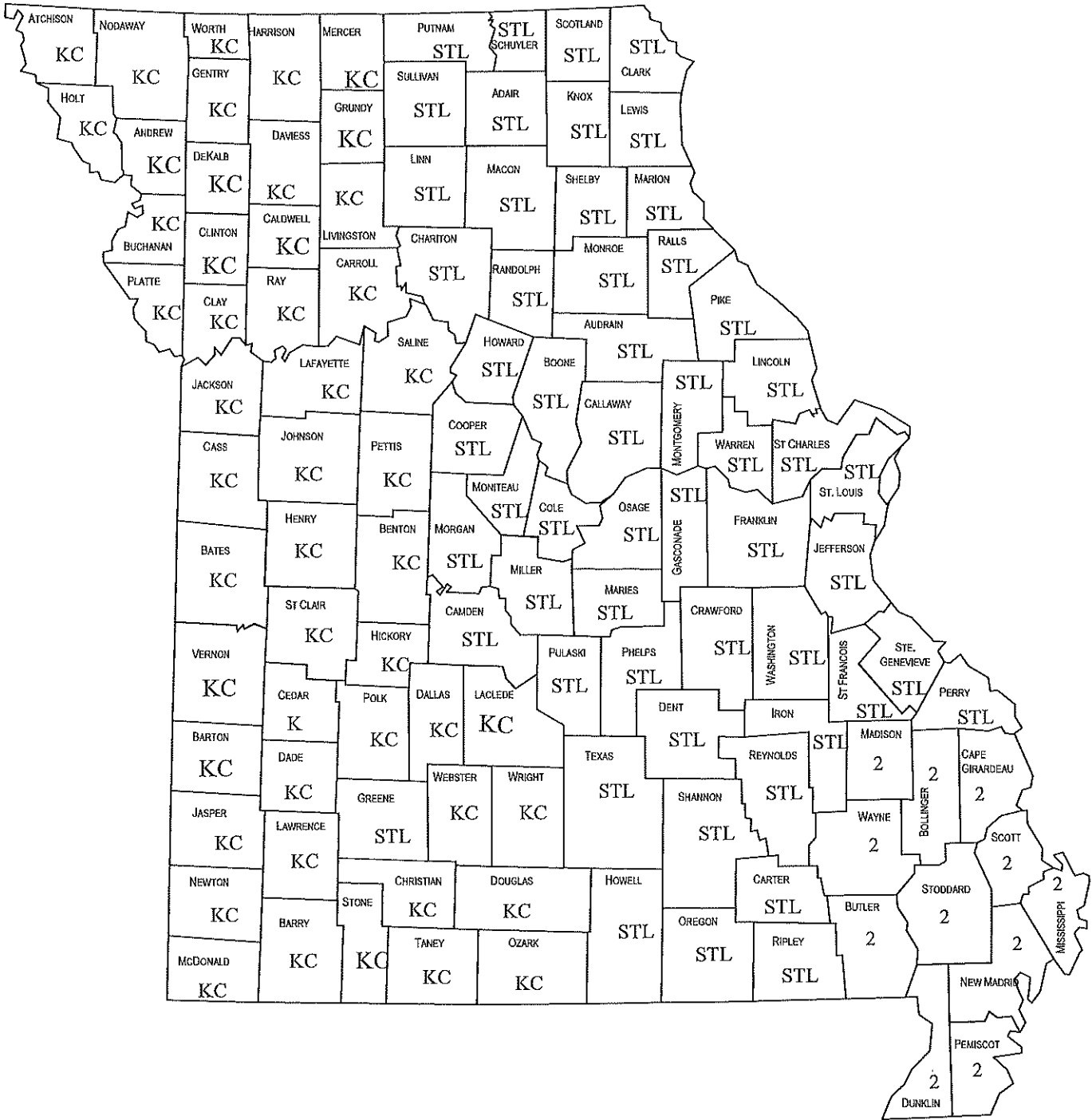
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$38.82	\$30.44	18	1
KC-1	\$36.50	\$33.60	43	17
KC-2	\$33.50	\$33.60	43	17
1	\$30.73	\$24.31	10	32
2	\$26.25	\$15.51	25	18
3	\$28.80	\$25.05	38	7
4	\$36.50	\$26.35	19	----
5	\$36.50	\$18.31	19	----

To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
ELECTRICIAN, INSIDE WIREMAN
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$43.56	\$29.55	33	15
KC	\$45.93	\$24.32	23	8
1	\$35.80	\$15.51 + 13%	6	15
2	\$34.00	\$18.70	17	30
3	\$29.47	\$15.50 + 8%	15	18
4	\$30.00	\$17.285	8	34
5	\$35.29	\$17.815	8	34
6	\$25.88	\$16.475	8	34
7	\$35.50	\$7.52 + 35%	1	31
8	\$39.38	\$22.40	19	---
9	\$36.00	\$17.82	19	---

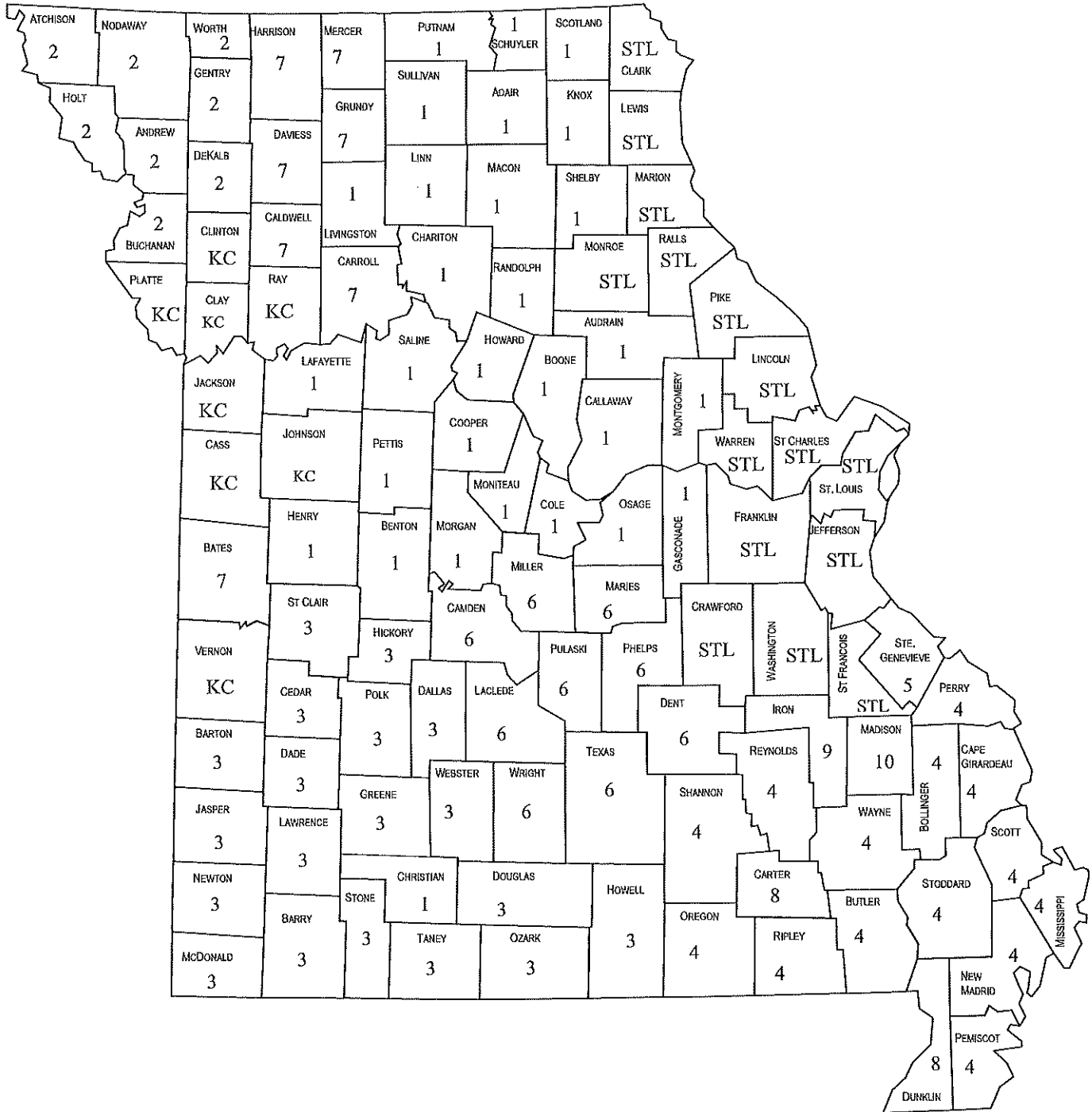
ELECTRICIAN, OUTSIDE – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
ELECTRICIAN, OUTSIDE
For the entire Counties of the following Areas:

AREAS	CLASSIFICATIONS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	Journeyman Lineman Lineman Operator Groundman	\$51.45 \$44.16 \$33.74	\$7.00 + 36.5%	26	19
KC	Journeyman Lineman Lineman Operator Groundman	\$51.82 \$46.74 \$31.96	\$7.00 + 34.5%	16	20
2	Journeyman Lineman Lineman Operator Groundman	\$57.33 \$41.21 \$32.49	\$8.35 + 29.75%	40	39

PAINTER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
PAINTER

For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	\$37.45	\$16.41	46	13
KC	\$33.35	\$18.63	34	17
1	\$26.49	\$15.08	35	15
2	\$26.17	\$15.68	35	15
3	\$23.95	\$14.59	20	21
4	\$26.01	\$14.53	45	35
5	\$28.11	\$14.53	45	35
6	\$31.28	\$14.63	37	14
7	\$26.68	\$18.63	34	17
8	\$26.48	\$16.52	19	---
9	\$28.58	\$16.52	19	---
10	\$37.45	\$17.83	19	---


ALL WAGE RATES SET OUT HEREIN ARE
THOSE CURRENTLY REFLECTED BY THE
INFORMATION CONTAINED IN OUR WORKING
FILE AT THE TIME OF PUBLICATION.

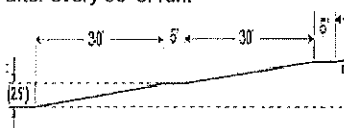
**<INSERT
ENVIRONMENTAL PERMITS,
CULTURAL PERMITS, LAND
DISTURBANCE PERMIT,
APPROVAL LETTERS FROM
DRAINAGE DISTRICTS,
RAILROADS, ETC>**

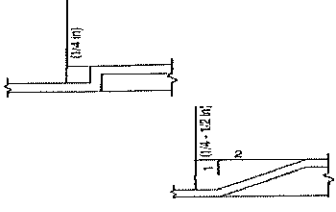
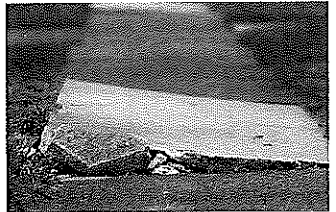
Job No. _____ Route _____ County _____ Location _____

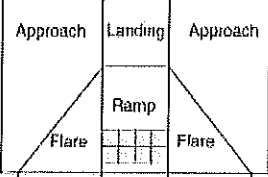
Pedestrian Access Route (PROWAG R204)

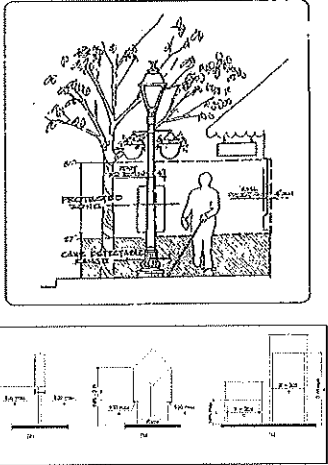
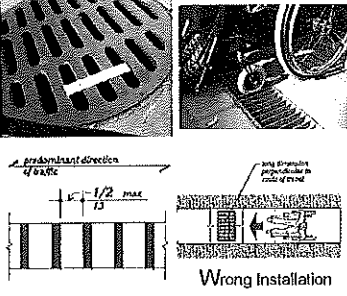
Figures/Examples	Requirements ¹	YES	NO	NA


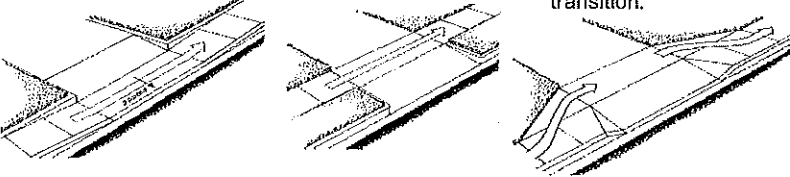
<p>Sidewalk Width</p> 	<ul style="list-style-type: none"> • The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. • The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. • MoDOT Sidewalks shall be 5 feet wide minimum. ² • MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. ² • Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. ² • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			
<p>Passing Spaces</p>	<ul style="list-style-type: none"> • Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. • Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet. 			
<p>Sidewalk Running Slope The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.</p>	<ul style="list-style-type: none"> • The running slope of a pedestrian access route shall be 5 percent maximum. <p>Roadway Grade Exception: Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.</p> <ul style="list-style-type: none"> • Running Slopes shall be measured using a calibrated 2 foot long digital level. 			

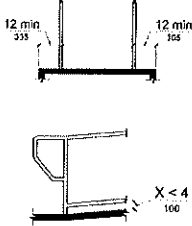
Figures/Examples	Requirements ¹	YES	NO	NA
<p>Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p>	<ul style="list-style-type: none"> The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered) 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent). In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant. Cross Slopes shall be measured using a calibrated 2 foot long digital level. 			
<p>Sidewalk Ramps For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run.</p> 	<ul style="list-style-type: none"> A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp. The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. Cross slope of ramp runs shall be 2 percent maximum. The rise for any ramp run shall be 30 inches maximum. Ramps shall have landings at the top and the bottom of each ramp run. Ramp runs with a rise greater than 6 inches shall have handrails. Handrails shall be provided on both sides of stairs and ramps. Edge protection shall be provided on each side of ramp runs. Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			

Figures/Examples	Requirements ¹	YES	NO	NA
<p data-bbox="82 604 292 640">Vertical Alignment</p>	<ul data-bbox="462 604 1299 932" style="list-style-type: none"> • Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. • Grade breaks shall be flush. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. • Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail. 			
<p data-bbox="82 932 292 968">Changes in Level</p>  	<ul data-bbox="462 932 1299 1123" style="list-style-type: none"> • Changes in level at grade breaks shall be flush. • Changes in level of ¼ inch high maximum shall be permitted to be vertical. • Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h. • The bevel shall be applied across the entire level change. • Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less. 			

Figures/Examples	Requirements ¹	YES	NO	NA
<p>Landing A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.</p> <p>Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> The landing clear width shall be at least as wide as the widest ramp run leading to the landing. The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum. The landing clear length shall be 5 feet long minimum. Landing slopes shall be 2 percent maximum. Changes in level at grade breaks shall be flush. Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb. Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			
	<p>Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p>			
	<ul style="list-style-type: none"> Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. 			

Figures/Examples	Requirements ¹	YES	NO	NA
 <p>The top diagram shows a cross-section of a sidewalk with a tree, a street lamp, and a person. It labels 'PEDESTRIAN SPACE', 'CANYON WALL', and 'STREET'. The bottom diagram shows three guardrail profiles with height labels: 30 in., 36 in., and 42 in., and a 24 in. width label.</p>	<ul style="list-style-type: none"> • Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes. • Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. • Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3) • Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. • Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. • Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground. 			
 <p>The top part shows a close-up of a grating with a white bar placed over an opening. The bottom part shows a cross-section of a lift hole with a dimension of 1/2 inch max. and a note '2011 PROWAG project direction on rules of travel'. Below this is a diagram labeled 'Wrong Installation' showing a grating with a large opening.</p>	<ul style="list-style-type: none"> • Openings in floor and ground surfaces shall not allow passage of a sphere more than 1/2 inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Lift holes for manhole/utility covers shall not have an opening greater than 1/2 inch. Plugging of holes greater than 1/2 inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements. 			

ENTRANCES (PROWAG R301)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum. Cross slope shall be 2 percent maximum. Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition.² 			

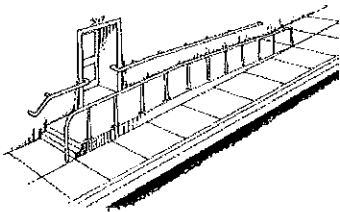
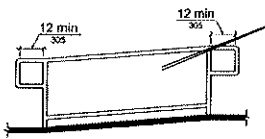
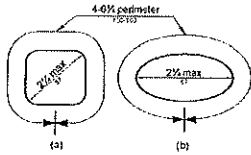
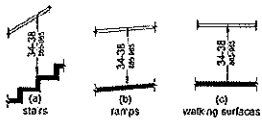
EDGE PROTECTION (PROWAG R406.8)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail. Edge protection shall not be required on curb ramps and their landings. Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area. 			

HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)

Figures/Examples

Requirements¹

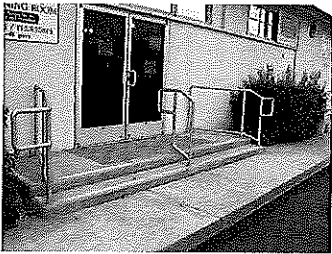
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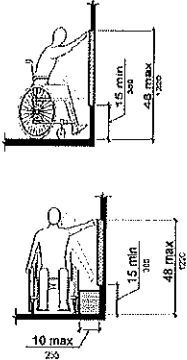
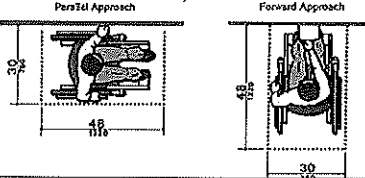


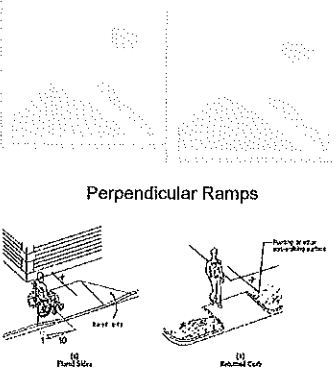
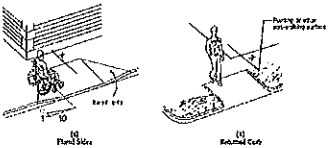
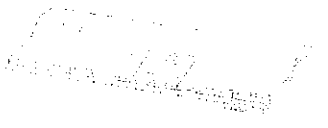
- The clear width of walking surfaces shall be 4.0 feet minimum.
- Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps.
- Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.
- Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.
- Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.
- Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.
- Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum.
- Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.
- Handrails shall not rotate within their fittings.
- Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.
- At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.
- At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.
- See Edge Protection section above (also PROWAG 406.8) for additional details.

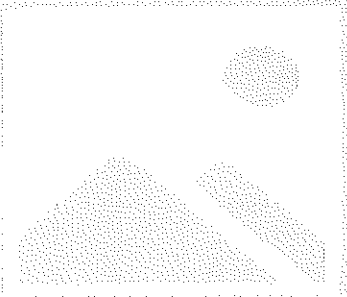
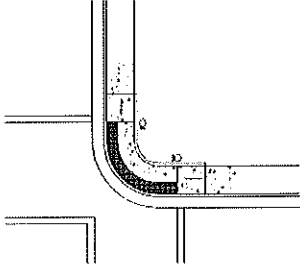
YES	NO	NA


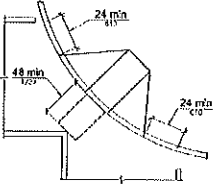
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STAIRWAYS (PROWAG R407)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum. Open risers are not permitted. The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below. Stairs shall have handrails complying with PROWAG 2005 R408. 			

UNOBSTRUCTED REACH RANGES (PROWAG R404)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<p>Forward Reach</p> <ul style="list-style-type: none"> Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. <p>Side Reach</p> <ul style="list-style-type: none"> Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground. EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3) 			
				

Figures/Examples	Requirements ¹	YES	NO	NA
 <p style="text-align: center;">Perpendicular Ramps</p>  <p>X = 4' Min. Flared Sides in Pathway Flared Sides Not in Pathway</p> <p>Roadway Grade Exception: Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.</p> 	<ul style="list-style-type: none"> Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered) The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. <p>Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing. 			

Figures/Examples	Requirements ¹	YES	NO	NA
 <p data-bbox="99 947 443 1083">Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> • Parallel curb ramps shall have a running slope that is in-line with the direction of sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered) <p data-bbox="464 827 1328 978">Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space. • Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			
	<ul style="list-style-type: none"> • Blended Transitions shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum. • The clear width blended transitions, excluding flares, shall be 4.0 feet minimum. • Detectable warning surfaces shall be provided where a blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			

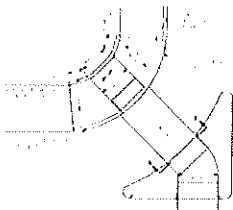
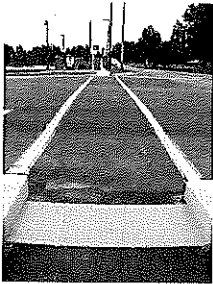
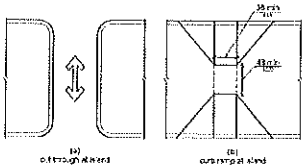
Figures/Examples	Requirements ¹	YES	NO	NA
 	<ul style="list-style-type: none"> • Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board. • Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. • The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing. <p>Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. 			

DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)

Figures/Examples	Requirements ¹	YES	NO	NA
<p>A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.</p>	<ul style="list-style-type: none"> • Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street. • Sidewalk crossings of residential driveways should not generally be provided with detectable warnings since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing. • Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition.² • Detectable warnings shall not be stamped into concrete. 			

ISLANDS AND MEDIANS (PROWAG R305.4)

Figures/Examples



Requirements¹

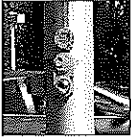
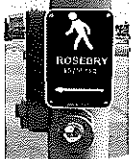
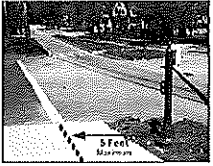
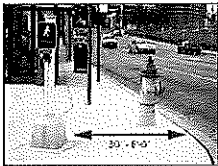
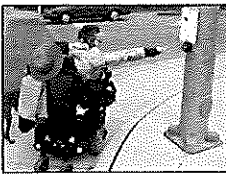
YES NO NA

- Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.
- Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides.
- All median island passage spaces shall provide a clear width of 5 feet minimum.²
- Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.

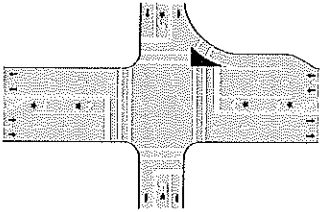

Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

- Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings.
- Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions.
- Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.

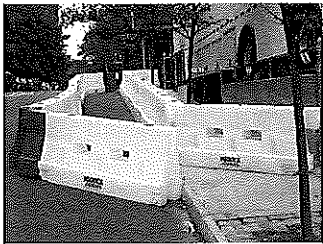
ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)

Figures/Examples	Requirements ¹	YES	NO	NA
    	<ul style="list-style-type: none"> Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. ON HOLD waiting for MoDOT Specs and APL Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. Accessible pedestrian pushbuttons shall be located within a reach range complying with PROWAG 2005 R404. A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. <p>Roadway Grade Exception: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route.</p> <ul style="list-style-type: none"> Pedestrian signals shall comply with PROWAG 2005 R306. <ul style="list-style-type: none"> Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts. The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line. For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart at crossings and a minimum 5 feet apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands with the use of voice commands. Pushbuttons are located no higher than 42 inches from the ground and within 10 inch reach from a level paved landing with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches. Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements. 			

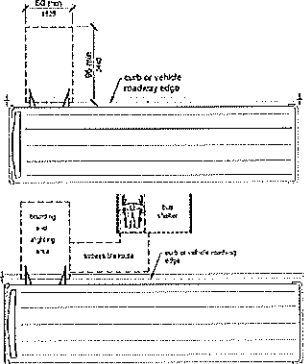
PEDESTRIAN STREET CROSSINGS (PROWAG R305)

Figures/Examples	Requirements ¹	YES	NO	NA
 	<ul style="list-style-type: none"> • Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall comply with R403. (2011 PROWAG R209.1) ← ON HOLD waiting for MoDOT Specs and API! • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane. 			

ALTERNATE CIRCULATION PATH (PROWAG R302)

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4). • A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface. • Support members shall not protrude into the alternate circulation path. 			

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Bus stop boarding and alighting areas shall have a firm, stable surface. • Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and alighting area. 			

¹ Any "NO" answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked "NO". These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

² A MoDOT requirement.

Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

US Access Board PROWAG

R202.3.1 Prohibited Reduction in Required Access. An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

Inspector Name: _____	
Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date:
Distribution: <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

ADA EXCEPTIONS DOCUMENTATION

Job No. _____ Route _____ County _____
 Location _____

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space) grade	Sta 35+20 to 35+25 RT Rte. 14	2.00%	2.6%	Landing running grade matches existing roadway
Sidewalk Grade Straight grade between fixed elevations	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways,

Inspector Name: _____	
Inspector Signature: _____	Date: _____
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date: _____
Distribution: <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

**CONTRACTOR MASTER SERVICES AGREEMENT
FOR
PUBLIC IMPROVEMENTS PROJECT**
(Roadway & Drainage Improvements on Commerce Drive)

THIS AGREEMENT dated this 22nd day of November, 2023 by and between the City of Clinton, (herein "City") and Do-Rite Construction & Excavating, LLC (herein "Contractor").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. Services - As authorized by the City in writing, the Contractor shall provide the City with the labor, materials and equipment to complete the projects specified in the Proposal and Scope of Work submitted to the City. The Contractor shall provide the City, as applicable, with the services and other work outlined. Contractor agrees to provide all labor and services in a timely manner as established by the City in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of City directives. Contractor agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon the Scope of Services described, and Contractor's approved bid response, or by further scope of work which is approved by the City in writing. No work shall be performed nor shall compensation be paid for Contractor work performed without a City approved written proposal services. Proposals for additional services shall be in written form and shall be specifically responsive to the criteria provided by the City. All work performed by the Contractor, based upon City approved proposals submitted by the Contractor, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the City and Contractor in writing. The Contractor's bid response and the request for bid packet form a part of this Contract. All proposals for additional work submitted to the Contractor by the City for work may contain the following:

1.1 Scope of Services – The primary scope of services is as set forth in the City's request for bids and Contractor's bid. The parties may agree to additional services in accordance with this Contract. Each proposal for services shall contain a description, including any applicable drawings, of work to be performed by the Contractor. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Contractor shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Contractor does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the City shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Contractor to provide optional services, the Contractor's proposal shall respond to the options requested, or provide reasons why the Contractor cannot provide or respond to the request for optional services.

1.2 Time for Completion - Each proposal for services shall contain a description of the estimated time to complete each task or item of work to be performed by the Contractor under the proposal. When the City provides the Contractor with a written and/or graphic request for proposal, the Contractor's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal unless otherwise specified in a specific proposal. All work contemplated to complete the project shall be completed within the time frames identified in the project documents.

1.3 Compensation - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the City or City's representative requests the Contractor to provide work on an hourly fee plus expense basis, the Contractor's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the City's request for proposal specifies otherwise.

1.4 Signatures - Contractor proposals for services under this agreement shall be signed and dated by the Contractor or an authorized representative of the Contractor (as applicable), and shall be considered binding offers to contract open for acceptance by the City for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the City. All proposals for services under this agreement shall be on forms approved by the City; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of a City provided form, the signature block shall contain a signature line for the City of Clinton by its City Administrator and a signature line for attestation by the City Clerk. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the City.

1.5 **Contract Documents** The Contract shall consist of the following documents, in this order of priority:

- A. BID RESPONSE
- B. REQUEST FOR BID
- C. AGREEMENT
- D. NOTICE OF AWARD
- E. NOTICE TO PROCEED

F. ALL ADDENDA AND CHANGE ORDERS

2. Compensation - In consideration for the Contractor's provision of services under this agreement, the City agrees to compensate the Contractor for services rendered in accordance with the approved bid. No increases in the rates and charges set forth in the proposal shall be permitted without the written authorization of the City. Payments shall be made within thirty (30) days of receipt of invoice by the City. Invoices shall be submitted periodically as mutually agreed upon by the City and Contractor, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Contractor's proposal approved by the City. When periodic requests for payment are made, they shall only reflect charges for services already complete. City may retain five percent (5%) of any partial payment pending final completion of the proposed services to correct any deficiencies in performance. The City reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The City further reserves the right to withhold payments for unperformed services or services not performed on a timely basis in accordance with the Contractor's proposal when delays in performance of services are not attributable to the City, or as a result of a billing dispute between the City and Contractor. No penalty shall be assessed to City for such amounts withheld until after any dispute is resolved in Contractor's favor.

3. City Responsibilities - City agrees to furnish Contractor with all current and available information for each project assigned to Contractor, along with any information necessitated by changes in work or services initiated by the City which may affect services rendered hereunder. Contractor shall notify City of all information it may require from City or other contractors and contractors of City sufficiently in advance so as to avoid delay of the work to be completed by Contractor.

4. Coordination of Work and Work Product - Contractor shall coordinate all work with the City's designated representative for each project assigned to Contractor and submit to the City's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the City shall be considered the property of the City. When available and requested by the City, work product shall be provided in electronic form at actual cost in media compatible for use with City software and equipment, and Adobe .pdf format shall be acceptable.

5. Protection of Work, Property and Persons - The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their services provided under this Agreement. The Contractor will take all necessary precautions for the

safety of, and will provide the necessary protection to prevent damage, injury or loss to all of its employees providing work under this Agreement and other persons who may be affected thereby, all the provided services and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA), any State Safety and Health agency requirements, and City's Construction Safety Plan.

5.1. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the services, all necessary safeguards for safety and protection. The Contractor will notify City of adjacent utilities when prosecution of the request for proposal may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or any person directly or indirectly employed by any of them or anyone for whose acts they may be liable.

5.2 In emergencies affecting the safety of persons or the scope of work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City, shall act to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the scope of work caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

5.3 All Contractors entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project.

Any Contractor violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unpaid payment.

5.4 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of the project would cause any activity by Contractor or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the

City, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having a contract with Contractor or a subcontract for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

6. Insurance Requirements - Contractor shall purchase and maintain such insurance as will protect if from claims set forth below which may arise out of, or result from the Contractor's work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable:

6.1 Workers Compensation - Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the workmen's compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

6.2 Bodily Injury - Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law.

6.3 Personal Injury - Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.

6.4 Third Person Bodily Injury - Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$488,755.00 per person and \$3,258,368.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.5 Automobile Coverage - Claims for damages because of injuries to persons and property arising out of the operation of the following in the execution of projects:

- a) Contractor's own automobiles and trucks,
- b) Hired automobiles and trucks, and
- c) Automobiles and trucks now owned by the Contractor.

The insurance shall cover the use of the above mentioned automobiles and trucks both on and off the site of the project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

6.6 Public Liability and Property Damage - Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$488,755.00 per person and \$3,258,368.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed.

6.7 Excavation or Underground Construction - When any project to be performed under this agreement involves excavation or other underground construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the Contractor's operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where this agreement provides for alternations in, additions to, or the underpinning of an existing structure or structures.

6.8 Subcontractor - The Contractor shall secure Contractor's Contingent or Protective Liability and Property Damage to protect the Contractor from any and all claims arising from the operations of subcontractor employed by the Contractor. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.

Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of any work assigned under this Agreement. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City, and shall name the City as an additional insured by endorsement.

7. Indemnification - Failure of Contractor or subcontractor to obtain or maintain such insurance during this Agreement, or to provide proper proofs thereof upon request of the City, shall not diminish, waive or otherwise reduce the Contractor's obligations to maintain such insurance coverage and Contractor shall indemnify and hold the City and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Contractor, its agents, employees, or its subcontractors. In addition, any and all claims against the City or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits act. Further, Contractor shall hold

City harmless from any failure by Contractor to complete their work in compliance with all applicable local, state and federal regulations.

8. Delegation and Subcontracting - Unless otherwise proposed and approved in the Contractor's proposal for services, the Contractor shall not delegate or subcontract any work to be performed by the Contractor under this agreement to any other person, business or entity without the express advance written approval of the City for such delegation or subcontract work.

8.1 The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

8.2 The Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to the Contractor by the terms of this Agreement insofar as applicable to the work of the subcontractors and give the Contractor the same power in regards to terminating any subcontract that the City may exercise over the Contractor under any provision of this Agreement.

8.3 All subcontractors shall be required to comply with the General Insurance Provisions of Section 6 of this Agreement, and Contractor shall cause appropriate provisions to be inserted in all subcontracts related to this Agreement to bind subcontractors to said requirements.

9. Records and Samples - To the extent not otherwise transferred to the City's possession, Contractor agrees to retain and provide the City with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Contractor agrees to either retain all test products or samples collected by or submitted to Contractor, or return same to the City as mutually agreed upon. In absence of agreement, Contractor shall not dispose of test samples or products without notice to or consent by the City or the City's representative.

10. Additional Services - No compensation shall be paid for any service rendered by the Contractor considered an additional service beyond the scope of services approved by the City unless rendition of that service and expense thereof has been authorized in writing by the City in advance of performance of such service. Any additional services performed by the Contractor prior to such authorization by the City shall be deemed a part of basic services for work performed under an City approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Contractor shall be entitled to no additional compensation.

11. City Authorization - When the term City is used in this agreement, it shall mean the government of the City of Clinton, Missouri or the City Administrator, as the context requires. Authorization by the City shall mean written instruction from the City Council or City Administrator. It is further understood and agreed that no person or party is authorized to bind the City to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval

of the City Administrator. In this regard, it is understood and agreed that the Contractor shall not be entitled to rely upon verbal representations by any agent or employee of the City in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved in writing. When the term City's representative is used, it shall mean the City Administrator.

12. Period of Services and Termination – The period of performance under this agreement shall be no later than the time frames identified in the project documents. The City may and reserves the right to terminate this agreement at any time with or without cause by giving the Contractor written notice of termination. Upon receipt of such notice, Contractor shall discontinue all services in connection with the performance of services authorized under this agreement or City approved proposal for services and City shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Contractor shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Contractor shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the City questions the extent of work on a final invoice, the Contractor shall give the City the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Contractor prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Contractor upon not less than seven (7) days written notice in the event the City shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Contractor. In the event of termination by the Contractor, the other provisions concerning termination contained in this paragraph shall be applicable.

13. Prevailing Wage – If the bid submitted exceeds \$75,000, then the Work to be completed pursuant to this Invitation for Bids is subject to the Missouri Prevailing Wage Act, Sections 290.210 to 290.340, RSMo. All bids shall be made in compliance with the Missouri Prevailing Wage Act and considering Wage Order No. 29 attached hereto, to the extent the bid amount exceeds \$75,000.

14. Liquidated Damages - If the Contractor shall fail to complete the work within the contract time, or extension of time granted by the City, then the Contractor will pay to the City one thousand dollars (\$1,000.00) for each calendar day that the Contractor shall be in default after the time stipulated in the approved proposal.

15. Governing Law - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Henry County, Missouri and that Henry County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

16. Certification of Lawful Presence / Work Authorization - Contractor will complete the required certifications of lawful presence and, if the project is to exceed \$5,000.00, shall complete and return the Work Authorization Certification attached hereto. Contractor shall indemnify and hold harmless the City and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Sub-Contractors, to comply with

Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this Agreement. Attached hereto are certifications of compliance required.

17. Nature of Relationship - Contractor herein is an independent contractor and shall not act as an agent for the City, nor shall Contractor be deemed to be an employee of the City for any purposes whatsoever. The Contractor shall not enter into any agreement or incur any obligations on the City's behalf or commit the City in any manner.

18. Conflict of Interest - Contractor hereby covenants that at the time of execution of this Agreement it has no other contractual or employment relationships which would create any actual or perceived conflict of interest. The Contractor further agrees that during the term of this Agreement neither the Contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict. Contractor shall complete the required Conflict of Interest Form attached hereto and shall have an affirmative duty to update said form if there are any changes to the answers provided therein during the term of this Agreement.

19. Bonds - Performance, payment and maintenance bonds shall be required upon execution on the contract. See forms in attached contract.

20. Miscellaneous - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder. This Agreement shall be binding on the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

CONTRACTOR

CITY OF CLINTON

BY:
TITLE:

Carla Moberly, Mayor

DATE: _____

DATE: 11/22/2023

DIVISION 1

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Hazardous Environmental Condition at Site
13. Supervision by Contractor
14. Changes in Work
15. Changes in Contract Price
16. Time of Completion and Liquidated Damages
17. Correction of Work
18. Subsurface Conditions
19. Suspension of Work, Termination and Delay
20. Payments to Contractor
21. Acceptance of Final Payment as Release
22. Insurance
23. Contract Security
24. Assignments
25. Indemnifications
26. Separate Contracts
27. Subcontracting
28. City's Authority
29. Land and Rights-of-Way
30. Guaranty
31. Remedies
32. Taxes
33. General Provisions
34. Prevailing Wage
35. Contract Completion and Closeout
36. Temporary Facilities
37. Contract Administration and meetings
38. Construction Waste Management

1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof, whether capitalized or not:
- 1.2 ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 ASBESTOS – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.4 BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.5 BIDDER – Any person, firm or corporation submitting a BID for the WORK.
- 1.6 BONDS – Bid, Performance and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR’S surety in accordance with the CONTRACT DOCUMENTS.
- 1.7 CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.8 CITY – The City of Clinton, Missouri.
- 1.9 CONTRACT DOCUMENTS – The CONTRACT, including advertisements for BIDS, information for BIDDERS, BID, BID BOND, Agreement, General Conditions, SUPPLEMENTAL GENERAL CONDITIONS, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.
- 1.10 CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.11 CONTRACT TIME – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.12 CONTRACTOR – The person, firm, or corporation with whom the CITY has executed the Agreement. CONTRACTOR shall be an independent contractor under this CONTRACT.
- 1.13 DRAWINGS – The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the CITY.
- 1.14 HAZARDOUS ENVIRONMENTAL CONDITION – The presence at the SITE of ASBESTOS, HAZARDOUS WASTE, PCB’s, PETROLEUM PRODUCTS or RADIOACTIVE MATERIALS in such quantities or circumstances that may present a substantial danger to persons or property

exposed thereto on connection with the WORK.

- 1.15 HAZARDOUS WASTE – The term HAZARDOUS WASTE shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.16 NOTICE OF AWARD – The written notice of the acceptance of the BID from the CITY to the successful BIDDER.
- 1.17 NOTICE TO PROCEED – Written communication issued by the CITY to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- 1.18 PCBs – Polychlorinated biphenyl's.
- 1.19 PETROLEUM – Petroleum products, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and oils.
- 1.20 PROCEED ORDER – A written order effecting a change in the WORK preliminary to a formal approval of a CHANGE ORDER, issued by the CITY or its representatives, that may allow the WORK to proceed for a reasonable period while a CHANGE ORDER is reviewed and approved.
- 1.21 PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.22 RADIOACTIVE MATERIAL – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.23 REQUEST FOR INTERPRETATION - Request from CONTRACTOR seeking interpretation or clarification of the CONTRACT DOCUMENTS from CITY or its engineers.
- 1.24 REQUEST FOR PROPOSAL – A request to the CONTRACTOR by CITY to submit a proposal for changes in the WORK based upon a defined scope of work and a specified method of pricing.
- 1.25 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.26 SITE – Lands or other areas designated in the CONTRACT DOCUMENTS as being furnished by the CITY upon which construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CITY which are designated for use of CONTRACTOR.
- 1.27 SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.28 SUBCONTRACTOR – An individual, firm or corporation having a direct CONTRACT with CONTRACTOR or with any SUBCONTRACTOR for the performance of a part of the WORK at

the site.

- 1.29 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.30 WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.31 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address, or delivered in person to said party or their authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the CITY, as deemed necessary by the CITY to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DRAWINGS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, DOCUMENTS AND REPORTS

- 3.1 The CONTRACTOR shall submit to the CITY prior to commencing the WORK such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 CONTRACTOR shall meet regularly with CITY in order to maintain schedules for the WORK and to provide coordination with the CITY and others.
- 3.3 CONTRACTOR shall provide the following reports:
 - A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. Equipment at Project site.
 - 3. Material deliveries.
 - 4. High and low temperatures and general weather conditions.
 - 5. Accidents.
 - 6. Stoppages, delays, shortages, and losses.
 - 7. Meter readings and similar recordings.
 - 8. Orders and requests of authorities having jurisdiction.
 - 9. Services connected and disconnected.
 - 10. Equipment or system tests and startups.

- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the CONTRACT DOCUMENTS, CONTRACTOR shall prepare and submit a detailed report, together with any requests for changes to the CONTRACTOR DOCUMENTS necessitated by such discovery. Include a detailed description of the differing conditions, together with recommendations for changing the CONTRACT DOCUMENTS.
- C. CONTRACTOR's Construction Schedule (CPM Schedule): Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
1. Submit an electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.
 2. Activities: Treat each separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
 - a. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by CITY's Representative.
 - b. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - c. Startup and Testing Time: Include not less than five days for startup and testing.
 - d. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for CITY's administrative procedures necessary for certification of Substantial Completion.
 3. Identify time duration and sequencing for at least the following:
 - a. Preparation and processing of submittals
 - b. Mobilization and demobilization
 - c. Purchase of materials
 - d. Delivery
 - e. Fabrication
 - f. Utility interruptions
 - g. Installation
 - h. Work by CITY or others that may affect or be affected by CONTRACTOR's activities
 - i. Testing and Commissioning
 4. Constraints: Include constraints and work restrictions indicated in the CONTRACT DOCUMENTS and as follows in schedule, and show how the sequence of the Work is affected.
 - a. Phasing: Arrange list of activities on schedule by phase.
 - b. Work Restrictions: Show the effect of the following items on the schedule:
 1. Coordination with existing construction and other prime contractors.
 2. Uninterruptible services.
 3. Use of premises restrictions.

4. Seasonal variations.
 5. Environmental control.
- c. Work Stages: Indicate important stages of construction for each major portion of the Work.
5. Milestones: Include milestones indicated in the CONTRACT DOCUMENTS in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion
 6. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.
 7. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 8. Failure to include any work item required for performance of this Contract shall not excuse CONTRACTOR from completing all WORK within applicable completion dates, regardless of CITY's approval of the schedule.
 9. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 10. Use one work day as the unit of time. Include a list of nonworking days and holidays incorporated into the schedule.
- D. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule two days before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the WORK progresses, indicate Actual Completion percentage for each activity.
- E. Distribution: Distribute copies of approved schedule to CITY, separate contractors, testing and inspecting agencies, and other parties identified by CONTRACTOR with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms, temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the WORK and are no longer involved in performance of construction activities.

3.4 [INTENTIONALLY OMITTED]

3.5 CONTRACTOR shall provide the Schedule of Values as follows:

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Cost-loaded CPM Schedule may serve to satisfy requirements for the Schedule of Values.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets, Submittals Schedule, and Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to CITY's Representative at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Sub schedules: Where the Work is separated into phases requiring separately phased payments, provide sub schedules showing values correlated with each phase of payment.

- B. Format and Content: Use the technical specifications as a guide to establish line items for the Schedule of Values. Provide at least one line item for each category of work to be completed.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Contractor.
 - c. Contractor's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Technical Specifications table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 - 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 4. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 5. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - 6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

7. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental WORK necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the CITY.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the CITY in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. [INTENTIONALLY

OMITTED]

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the CITY.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale CONTRACT or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The CITY shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the CITY timely notice of readiness. The CONTRACTOR will then furnish the CITY the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the CITY or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with

the requirements of the CONTRACT DOCUMENTS.

- 7.6 The CITY will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all WORK, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- 7.7 If any WORK is covered contrary to the written instructions of the CITY it must, if required by the CITY, be uncovered for the CITY'S observation and replaced at the CONTRACTOR'S expense.
- 7.8 If the CITY considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the CITY'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the CITY may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.
- 7.9 Any WORK not in compliance with this CONTRACT or the highest standards of workmanship may be rejected by CITY and CONTRACTOR shall replace it in compliance with Section 16 below.
- 7.10 CONFLICTING REQUIREMENTS
 - A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to CITY or its engineers for a decision before proceeding.
 - B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to CITY for a decision before proceeding.
- 7.11 When required by the CONTRACT DOCUMENTS to perform testing, CONTRACTOR shall submit the following information regarding each such test:

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected WORK complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and re-inspecting.

7.12 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated.

Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

7.13 QUALITY CONTROL

- A. CITY Responsibilities: Where quality-control services are indicated as CITY's responsibility, CITY will engage a qualified testing agency to perform these services.
 - 1. CITY will furnish CONTRACTOR with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the CONTRACT DOCUMENTS will be charged to CONTRACTOR, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to CITY are CONTRACTOR's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of CONTRACTOR by authorities having jurisdiction, whether specified or not.
 - 1. Where services are indicated as CONTRACTOR's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. CONTRACTOR shall not employ same entity engaged by CITY, unless agreed to in writing by CITY.
 - 2. Notify testing agencies at least 24 hours in advance of time when

- work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as CONTRACTOR's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by CONTRACTOR and not required by the CONTRACT DOCUMENTS are CONTRACTOR's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were CONTRACTOR's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced WORK that failed to comply with the CONTRACT DOCUMENTS.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

7.14 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: CITY will engage a qualified special

inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of CITY, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying CITY and CONTRACTOR promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to CITY with copy to CONTRACTOR and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the CONTRACT DOCUMENTS.
6. Retesting and re-inspecting corrected work.

7.15 REPAIR AND PROTECTION

- A. On completion of testing, inspecting, sample taking, and similar services, CONTRACTOR shall repair damaged construction and restore substrates and finishes.
 1. CONTRACTOR shall provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are CONTRACTOR's responsibility, regardless of the assignment of responsibility for quality-control services.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS and SPECIFICATIONS by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog number, and if, in the opinion of the CITY, such materials, article or piece of equipment is of equal substance and function

to the specified, the CITY may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACTOR PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

8.2 All materials utilized in the WORK shall be new materials.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the CITY harmless from loss on account thereof, except that the CITY shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the CITY.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The CITY shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the CITY, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points, monuments and stakes of CITY and all other parties maintaining the same within the area of the WORK and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the CITY, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT

DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the CITY in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

- 10.4 CONTRACTOR shall abide by all restrictions and covenants applicable to the easements within which the WORK will be performed, and shall hold CITY harmless for any failure to do so.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements. The Contractor shall also comply with any Master Safety Plan adopted by the City.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify CITY of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or any person directly or indirectly employed by any of them or anyone of whose acts any of them may be liable, except damage or loss attributable to the fault of the CITY, or anyone employed by the CITY or anyone for whose acts the CITY may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the CITY, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the CITY prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.
- 11.4 CONTRACTOR shall indemnify and hold harmless the City and its officials,

agents and employees from all costs and liabilities incurred as a result of CONTRACTOR'S failure, or failure of its employees, agents or SUBCONTRACTORS, to comply with Section 285.530 RSMo regarding unauthorized aliens, Section 208.009 RSMo regarding contracts with public entities, Section 292.675 RSMo regarding OSHA training for Public Works, to the extent the same are applicable during the term of this CONTRACT. Attached hereto are certifications of compliance required.

- 11.5 All CONTRACTORS entering into contracts for public works shall require all employees on the work site to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project, AFTER August 28, 2009.

Any CONTRACTOR violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

All sums due for such forfeiture and penalty shall be withheld from payments owed under the Contract. No payment otherwise due shall be made during any term of uncorrected violations of Section 292.675 RSMo and no interest or penalties shall accrue on any such unmade payment.

- 11.6 The CONTRACTOR is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. CONTRACTOR understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity by CONTRACTOR or any other party within ten feet of any high voltage overhead line. To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the CITY, its officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of CONTRACTOR, of any SUBCONTRACTOR (meaning anyone, including but not limited to consultants having a contract with CONTRACTOR or a subcontract for part of the services), of anyone directly or indirectly employed by CONTRACTOR or by any SUBCONTRACTOR, or of anyone for whose acts the CONTRACTOR or its SUBCONTRACTOR may be liable, in connection with any claims arising under the Overhead Power Line Safety Act.

CONTRACTOR expressly waives any action for Contribution against the CITY on behalf of the CONTRACTOR, any SUBCONTRACTOR (meaning anyone, including but not limited to consultants having a contract with CONTRACTOR or a subcontract for part of the services), anyone directly or indirectly employed by CONTRACTOR or by any SUBCONTRACTOR, or of anyone for whose acts the CONTRACTOR or its SUBCONTRACTOR may be liable, and the insurers for those parties, and agrees to provide a copy of this waiver to any of party affected

by this provision.

12. HAZARDOUS ENVIRONMENTAL CONDITION AT SITE

- 12.1 CONTRACTOR will not be responsible for any HAZARDOUS ENVIRONMENTAL CONDITION encountered at the SITE which was not identified in the CONTRACT DOCUMENTS to be within the scope of the WORK. CONTRACTOR will be responsible for materials creating a HAZARDOUS ENVIRONMENTAL CONDITION created by any materials brought to the SITE by CONTRACTOR, SUBCONTRACTORS, SUPPLIERS or anyone else for whom CONTRACTOR is responsible.
- 12.2 If CONTRACTOR encounters a HAZARDOUS ENVIRONMENTAL CONDITION, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all construction in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 11.3); and (iii) notify CITY (and thereafter confirm such notice in writing). CITY shall promptly determine the necessity of retaining a qualified expert to evaluate such condition or take corrective action, if any.
- 12.3 CONTRACTOR shall not be required to resume construction in connection with such HAZARDOUS ENVIRONMENTAL CONDITION or in any such affected area until after CITY has obtained any required permits related thereto and delivered to CONTRACTOR written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of construction, or (ii) specifying any special conditions under which such construction may be resumed safely. If CITY and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in CONTRACT PRICE or CONTRACT TIMES as a result of such construction stoppage or such special conditions under which construction is agreed to be resumed by CONTRACTOR, either party may make a claim therefore as provided in the CONTRACT DOCUMENTS.
- 12.4 If after receipt of such special written notice CONTRACTOR does not agree to resume construction based on a reasonable belief it is unsafe, or does not agree to resume such construction under such special conditions, then CITY may order such portion of the WORK that is related to such HAZARDOUS ENVIRONMENTAL CONDITION to be deleted from the WORK. If CITY and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in CONTRACT PRICE or CONTRACT TIMES as a result of deleting such portion of the WORK, then either party may make a claim therefore as provided in the CONTRACT DOCUMENTS. CITY may have such deleted portion of the WORK performed by CITY's own forces or others in accordance with Article 18.
- 12.5 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, CITY's consultants and the officers, directors, partners,

employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges for engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such HAZARDOUS ENVIRONMENTAL CONDITION created by CONTRACTOR or anyone for whom CONTRACTOR is responsible. Nothing in this paragraph shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

13. SUPERVISION BY CONTRACTOR

- 13.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR or the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.
- 13.2 During the progress of the WORK, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the WORK. At the completion of the WORK the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. The CONTRACTOR shall restore to original condition all property not designated for alteration by the CONTRACT DOCUMENT.
- 13.3 The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the WORK or adjacent property to stresses or pressures that will endanger it.
- 13.4 The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- a) all employees on the WORK and other persons and organizations who may be affected thereby;
 - b) all the WORK and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the

course of construction.

- 13.5 The CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The CONTRACTOR shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the WORK may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. The CONTRACTOR shall also notify Missouri One Call and the CITY when doing any underground work. All damage, injury or loss to any property referred to in these paragraphs caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, SUPPLIER or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the WORK or anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR. The CONTRACTOR'S duties and responsibilities for the safety and protection of the WORK shall continue until such time as all the WORK is completed and the CITY has issued a notice to the CONTRACTOR that the WORK is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

14. CHANGES IN THE WORK

- 14.1 The CITY may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER. CHANGE ORDER shall be used to adjust quantities of installed units which are different than those shown in the BID SCHEDULE because of final measurements. Final measurements shall not be considered changes in the WORK. Final measurements will determine compensation to the CONTRACTOR based on unit price shown in BID SCHEDULE.
- 14.2 The CITY, also, may at any time, by issuing a PROCEED ORDER, make changes in the details of the WORK pending approval by the CITY of a CHANGE ORDER. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the CITY.
- 14.3 All CHANGE ORDERS shall be completed on forms approved by CITY and CITY'S engineer.
- 14.4 No bond issued to comply with CONTRACTOR'S responsibilities shall be conditioned upon receipt of notice of any change order or proceed orders.
- 14.5 No additional, different or extra work completed by CONTRACTOR shall be compensated without a CHANGE ORDER or PROCEED ORDER, except in case

of emergency. In no event will CONTRACTOR's charges for work under a PROCEED ORDER or CHANGE ORDER include more than ten percent (10%) for overhead or profit without the express written consent of CITY in advance.

15. CHANGES IN CONTRACT PRICE

15.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below.

- a. Unit prices previously approved
- b. An agreed lump sum
- c. Time and material basis

15.2 PROPOSAL REQUESTS

A. CITY-Initiated Proposal Requests: CITY will issue a detailed description of proposed changes in the WORK that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. CONTRACTOR shall, within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. CONTRACTOR-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to CITY.

1. Include a statement outlining reasons for the change and the effect of the change on the WORK and provide a complete description of

- the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

16. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 16.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 16.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the CITY, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 16.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the CITY, then the CONTRACTOR will pay to the CITY one thousand dollars (\$1,000.00) for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
- 16.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the CITY (a notice will be considered prompt only if provided to CITY within seven days of the event CONTRACTOR believes has caused a delay):
 - A. To any preference, priority or allocation order duly issued by the CITY.
 - B. To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another CONTRACTOR in the performance of a CONTRACT with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and

abnormal and unforeseeable weather; and

- C. To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 16.4.A and 16.4.B of this article.

16.5 Except as otherwise approved by CITY in writing, all work hereunder shall occur between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday, or such other hours as are specified by the CITY in writing, or required by any easements for the WORK.

17. CORRECTION OF WORK

17.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the CITY for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the CITY and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

17.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the CITY may remove such WORK and store the materials at the expense of the CONTRACTOR.

18. SUBSURFACE CONDITIONS

18.1 The CONTRACTOR, before bidding the PROJECT, has the responsibility to become familiar with the site of the PROJECT and the conditions under which WORK will have to be performed during the construction period.

18.2 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the CITY by WRITTEN NOTICE of:

- A. Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

- B. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

- C. The CITY shall promptly investigate the conditions, and SUBJECT TO section 18.3.A below, if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be

made and the CONTRACT DOCUMENTS shall be modified by CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereinafter shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the CITY may, if the CITY determines the facts so justify, consider and adjust any such claims asserted before the date of the final payment.

- D. The CITY shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereinafter shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the CITY may, if the CITY determines the facts so justify, consider and adjust any such claims asserted before the date of the final payment.

18.3 CONTRACTOR shall notify the Missouri Call Center ("One-Call") prior to excavating for the location of below-surface structures: water mains, sewers, power and telephone cables and other types of below surface structures. CONTRACTOR shall be responsible for locating and safeguarding all underground facilities prior to any excavation.

- A. No extra compensation will be paid for rock excavation or varying geologic features encountered on the PROJECT, unless so shown as a bid item in the Bid Schedule for the bid.
- B. If man-made hazards are encountered by the CONTRACTOR, excluding utilities, which are not visible from the surface, such as buried concrete foundations, buried garbage dumps, that cannot be by-passed and requires additional work, then the procedure set for the in 17.2.D will be followed.

19. SUSPENSION OF WORK, TERMINATION AND DELAY

19.1 The CITY may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

19.2 If the CONTRACTOR is adjudged to be bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the

bankruptcy or applicable laws, or fails to supply sufficient skilled workmen or suitable materials or equipment, or fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the CITY, or otherwise violates any provision of the CONTRACT DOCUMENTS, then the CITY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the WORK by whatever method the CITY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the CITY. Such costs incurred by the CITY will be determined by the CITY and incorporated in a CHANGE ORDER.

- 19.3 Where the CONTRACTOR'S services have been so terminated by the CITY, said termination shall not affect any right of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the CITY due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 19.4 After ten (10) days from the delivery of WRITTEN NOTICE to the CONTRACTOR and the CITY, the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit associated with the work completed through the date of termination. During this ten days, CONTRACTOR shall not increase work on the PROJECT or order additional materials for use in the PROJECT.
- 19.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or the CITY fails to act on any request for payment within thirty (30) days after it is submitted, or the CITY fails to pay the CONTRACTOR substantially the sum approved by the CITY within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from the delivery of a WRITTEN NOTICE to the CITY terminate the CONTRACT and recover from the CITY payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the CITY has failed to act on a request for payment or if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the CITY stop the WORK until paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting

the CONTRACT price or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 19.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the CITY to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the CITY.
- 19.7 The CITY, without terminating the service of the CONTRACTOR or WRITTEN NOTICE to the Surety, may withhold on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect itself from loss on account of: defective work not remedied, claims filed or reasonable evidence indication probable filing of claims, failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor, a reasonable doubt that the WORK can be completed for the balance then unpaid, damage to another CONTRACTOR and performance of WORK in violation of the terms of the CONTRACT DOCUMENTS, or a reasonable belief that the CONTRACTOR will fail to complete the WORK within the CONTRACT TIME and liquidated damages will be properly withheld.

20. PAYMENT TO CONTRACTOR

- 20.1 The CONTRACTOR will submit to the CITY a payment request based upon the Schedule of Values filled out and signed by the CONTRACTOR covering the WORK performed and supported by such data as the CITY may reasonably require on the schedule set forth in the CONTRACT DOCUMENTS. The CITY will, within thirty (30) days after receipt of the payment estimate, or by the next regular city council meeting of CITY, whichever is later, either indicate in writing approval of payment or return the payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the payment estimate. The CITY will, within thirty (30) days of presentation of an approved payment estimate, pay the CONTRACTOR the approved payment request, less a retainage of five percent (5%) of the payment, or such greater sum as may be required under Section 19.7.
- 20.2 Prior to completion and acceptance of the WORK, the CITY, with the concurrence of the CONTRACTOR, may use any completed or substantially complete portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 20.3 The CITY shall have the right to enter the premises for the purpose of doing WORK not covered by the CONTRACT DOCUMENTS. This provision shall not

be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the CITY.

- 20.4 Upon completion and acceptance of the WORK, the CITY shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTORS, including the retained percentages, but except such sums as may be lawfully retained by the CITY, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 20.5 The CONTRACTOR will indemnify and save the CITY harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the CITY'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the CITY may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the CITY to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the CITY shall be considered as a payment made under the CONTRACT DOCUMENTS by the CITY to the CONTRACTOR and the CITY shall not be liable to the CONTRACTOR for any such payments made in good faith.
- 20.6 If the CITY fails to make payment thirty (30) days after approval, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR. The legal rate of interest shall be as specified in RSMo 408.020.
- 20.7 It is expressly a condition precedent to any payment being made that CONTRACTOR shall be in compliance with all terms of the CONTRACT DOCUMENTS and shall have provided at least the following to the CITY:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.

7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Performance, Payment, and Maintenance Bonds
13. Certificates of insurance and insurance policies.
14. Copies of Contractor's Safety Plan.

20.8 It is expressly a condition precedent to any final payment being made that CONTRACTOR shall be in compliance with all terms of the CONTRACT DOCUMENTS and shall have provided at least the following to the CITY:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Completion of all affidavits concerning prevailing wages
5. Evidence that claims have been settled.
6. Final meter readings for utilities and similar data as of date of Substantial Completion or when CITY took possession of and assumed responsibility for corresponding elements of the WORK.
7. Final, liquidated damages settlement statement.
8. Complete affidavit concerning compliance with Prevailing Wage requirements.

21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

21.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release of the CITY of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the CITY and others relating to or arising out of this WORK. Any payment, however final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance, Payment, BONDS or maintenance.

22. INSURANCE

22.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly

employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workmen's compensation, disability benefit and other similar employee benefit acts in amounts required by law;
 - B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees in the amounts required by law;
 - C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees in the amount of at least \$459,893.00 per person and \$3,065,952.00 per occurrence, or such amounts as are annually listed as the governmental sovereign immunity waiver in section 537.610 RSMo, as annually adjusted;
 - D. Claims for damages because of damage to any property, building, or structure on or adjacent to the City's premises, or the injury to or destruction of property resulting from the project in the amount of at least \$459,893.00 per person and \$3,065,952.00 per occurrence, or such amounts as are annually listed as the governmental immunity waiver in Section 537.610, RSMo., as annually listed
 - E. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
- 22.2 Certificates of Insurance acceptable to the CITY shall be filed with the CITY prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the CITY.
- 22.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT time, liability insurance as hereinafter specified:
- A. Where the WORK to be performed under the CONTRACT DOCUMENTS involves excavation or other underground WORK or construction, the Property Damage Insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the CONTRACTOR'S operations, Property Damage Insurance shall also cover the collapse of, or structural injury to, any buildings or structure on or adjacent to the CITY'S premises, or the injury to or destruction of property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavations below the ground where the construction of a new structure or the demolition of an existing structure involves any of the foregoing designated hazards and in all cases where the CONTRACT provides for alternations in, additions to, or the underpinning of an existing

structure or structures. Before any blasting will be permitted, the CONTRACTOR shall be required to obtain a Blasting Endorsement on his Public Liability and Property Damage Insurance Policy

- B. The CONTRACTOR shall secure CONTRACTOR'S Contingent or Protective Liability AND Property Damage to protect the CONTRACTOR from any and all claims arising from the operations of SUBCONTRACTOR employed by the CONTRACTOR. The minimum amounts of such insurance shall be as required for Public Liability and Property Damage Insurance.
- C. The CONTRACTOR shall maintain Automobile Public Liability and Property Damage Insurance to protect the CONTRACTOR from any and all claims arising from the use of the following in the execution of the WORK: a) CONTRACTOR'S own automobiles and trucks. b) Hired automobiles and trucks. c) Automobiles and trucks not owned by the CONTRACTOR. The insurance shall cover the use of the automobiles and trucks both on and off the site of the PROJECT. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

22.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous WORK under this CONTRACT at the site of the project is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

22.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the CITY. The policy shall name as the insured, as their interests may appear, the CITY, CONTRACTOR, and SUBCONTRACTORS. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT. Any proceeds paid to the CITY or other party under such policy shall be held and used by the party to replace the part of the WORK which has been

damaged.

- 22.6 Any insured loss under the policies of insurance required by Paragraphs 22.5 will be adjusted with CITY and made payable to CITY as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 22.7. CITY shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged WORK shall be repaired or replaced, the moneys so received applied on account thereof and the WORK and the cost thereof covered by an appropriate CHANGE ORDER.
- 22.7 CITY as fiduciary shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to CITY's exercise of this power. If such object be made, CITY as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, CITY as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, CITY as fiduciary shall give bond for the proper performance of such duties.

23. CONTRACT SECURITY

- 23.1 The CONTRACTOR shall within fifteen (15) days after the receipt of the NOTICE OF AWARD furnish the CITY with a Performance BOND and a Payment BOND in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the CITY to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the CITY. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the CITY.
- 23.2 CONTRACTOR shall provide a maintenance bond for the WORK in the amount of the CONTRACT PRICE to guaranty that the WORK shall be free from defects

for a period of one year from final payment.

24. ASSIGNMENTS

- 24.1 Neither the CONTRACTOR nor the CITY shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

25. INDEMNIFICATION

- 25.1 The CONTRACTOR will indemnify and hold harmless the CITY and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 25.2 In any and all claims against the CITY or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits act.
- 25.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the CITY or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

26. SEPARATE CONTRACTS

- 26.1 The CITY reserves the right to let other CONTRACTS in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK, of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the CITY any defects in such WORK that render it unsuitable for such proper execution and results.
- 26.2 The CITY may perform additional WORK related to the PROJECT or the CITY

may let other CONTRACTS containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such CONTRACTS (or the CITY, if the CITY is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

- 26.3 If the performance of additional WORK by other CONTRACTORS or the CITY is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the CITY or others involves it in additional expense or entitles it to any extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

27. SUBCONTRACTING

- 27.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 27.2 The CONTRACTOR shall be fully responsible to the CITY for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.
- 27.3 The CONTRACTOR shall cause appropriate provisions to be inserted in all SUBCONTRACTS relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any SUBCONTRACT that the CITY may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 27.4 Nothing contained in the CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the CITY.
- 27.5 Only SUBCONTRACTORS or SUPPLIERS specified in the bid may be utilized without CITY'S prior approval.
- 27.6 CONTRACTOR shall be responsible for all work and materials supplied by any SUBCONTRACTOR or SUPPLIER and to guarantee that such work complies with the CONTRACT DOCUMENTS.

28. CITY'S AUTHORITY

- 28.1 The CITY shall decide questions which may arise as the quality and acceptability of materials furnished and WORK performed, and shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The CITY will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 28.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be at the factor or fabrication plant of the source of the material supply.
- 28.3 The CITY will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- 28.4 The CITY shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

29. LAND AND RIGHT-OF-WAY

- 29.1 Prior to issuance of NOTICE TO PROCEED, the CITY shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 29.2 The CITY shall provide to the CONTRACTOR information which delineates and describes the lands owned and right-of-way acquired.
- 29.3 The CONTRACTOR shall provide at its own expense and without liability to the CITY any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

30. GUARANTEE

- 30.1 The CONTRACTOR shall guarantee installation of all materials (regardless of their source) and WORK performed for a period of one (1) year from the date of completion and acceptance of the WORK. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of completion and acceptance of the WORK that the completed WORK is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any other damages that were caused by defects in the WORK. The CITY will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost thereby incurred. In emergency where, in the judgment of the CITY, delay would cause serious loss or damage, repairs

and replacement of defects in the WORK and damage caused by defects may be made without notice being sent to the CONTRACTOR, and the CONTRACTOR shall pay the cost thereof. The Performance BOND shall remain in full force and effect through the guarantee period, or a separate maintenance BOND approved by the CITY.

31. REMEDIES

31.1 Except as may be otherwise found in the CONTRACT DOCUMENTS, all claims, disputes, counter-claims, and other matters in question between the CITY and CONTRACTOR arising out of or related to this AGREEMENT or the breach thereof, will be decided by any dispute resolution method mutually agreed upon, or in the absence of mutual agreement in the Circuit Court of Henry County, Missouri.

32. TAXES

32.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the laws of the place where the WORK is performed.

32.2 A Missouri Sales Tax Exemption is provided for by Missouri State Statutes 144.062, effective August 28, 1994, which allows for a sales tax exception to contractors construction, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exempt entity. The CITY shall furnish an exemption certificate for purchases in the construction, repair or remodeling project, to each CONTRACTOR and/or SUBCONTRACTOR.

26. GENERAL PROVISIONS

33.1 No waiver of any provision of this AGREEMENT will be deemed or constitute a waiver of any other provision, nor will it be deemed to constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both CITY and CONTRACTOR; nor will the waiver of any defect under this AGREEMENT be deemed a waiver of any subsequent default or defaults of the same type. The CITY'S failure to exercise any right under this AGREEMENT will not constitute the approval of any wrongful act by the CITY or the acceptance of any public improvement.

33.2 The parties to this AGREEMENT may amend or modify this AGREEMENT only by written instrument duly executed by the parties hereto.

33.3 No person or entity who or which is not a party to this AGREEMENT will have any right of action under this AGREEMENT.

33.4 If any part, term, or provision of this AGREEMENT is held by a court to illegal or otherwise unenforceable will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this AGREEMENT.

33.5 Any notice required or permitted by this AGREEMENT will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested and addressed as follows:

CITY:	COMPANY:
City Administrator	_____
City of Clinton	_____
105 E. Ohio Street	_____
Clinton, Missouri 64735	_____

33.6 Personal jurisdiction and venue for any civil action commenced by either party to this AGREEMENT shall be deemed to be proper only if such action is commenced in the Circuit Court of Henry County, Missouri. The CONTRACTOR expressly waives its rights to bring such action in or to remove such action to any other court whether state or federal.

33.7 This AGREEMENT shall be construed in accordance with and governed by the laws of the State of Missouri.

34. PREVAILING WAGE

34.1 The CONTRACTOR shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

34.2 The CONTRACTOR and each SUBCONTRACTOR shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the City. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the WORK. CONTRACTORS and SUBCONTRACTORS will submit certified copies of their payrolls to the City prior to contract acceptance.

34.3 Throughout the life of this CONTRACT, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.

34.4 Pursuant to Section 290.250 RSMo, the CONTRACTOR shall forfeit to the CITY

as a penalty, ten dollars (\$10.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the CONTRACT, by them or by any SUBCONTRACTOR under them.

- 34.5 After compliance of the work and before final payment can be made under this CONTRACT, the CONTRACTOR and each SUBCONTRACTOR must file with the City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 34.6 During the life of this CONTRACT, the prevailing hourly rate of wages is subject to change by the Labor and Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the CONTRACTOR against the CITY, nor will deductions be made by the CITY against sums due the CONTRACTOR by reason of such changes. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this CONTRACT.
- 34.7 During the term of any order from the Department of Labor concerning excessive unemployment, all provisions of Sections 290.550 to 290.580 RSMo will be observed by the CONTRACTOR.

35. CONTRACT COMPLETION AND CLOSEOUT

- 35.1 Upon the WORK being substantially complete, CONTRACTOR shall notify CITY of this status and request CITY to provide its inspection and report of punch list items to achieve final completion.
- 35.2 Upon substantial completion, final payment may be made to CONTRACTOR, less any retainage withheld pursuant to the CONTRACT DOCUMENTS to correct CONTRACTOR'S lack of compliance or the final punch list items.
- 35.3 Upon substantial completion, CONTRACTOR shall submit the following:
1. a complete list of values of completed work per the BID or any CHANGE ORDERS;
 2. a list of incomplete items;
 3. a list of pending insurance change over requirements;
 4. copies of all warranties, bonds, manuals or similar documents related to the WORK or any materials utilized;
 5. proof of payment to all SUBCONTRACTORS and SUPPLIERS;
 6. proof of compliance with prevailing wage requirements;
 7. proof of final site cleanup, and
 8. final requests for progress payment upon substantial completion.

35.4 In order for final acceptance and closeout to occur and for final payment to be made, the following shall occur:

1. all punch list items shall be complete and accepted by CITY;
2. an updated and final schedule of values and payments for the WORK shall be submitted by CONTRACTOR;
3. submit a copy of all drawings and plans utilized in the PROJECT with all variations or changes made in the field marked thereon;
4. complete all final cleaning of the WORK, and
5. submit request for final payment.

35.5 The following procedures will be utilized by CONTRACTOR in order for the WORK to be declared substantially complete:

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the WORK is not complete.
2. Advise CITY of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting CITY unrestricted use of the WORK and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by CITY. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to CITY. Advise CITY's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
11. Advise CITY of changeover in heat and other utilities.
12. Submit changeover information related to CITY's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial

Completion. On receipt of request, CITY's representative will either proceed with inspection or notify CONTRACTOR of unfulfilled requirements. CITY's Representative will prepare the Certificate of Substantial Completion after inspection or will notify CONTRACTOR of items, either on CONTRACTOR's list or additional items identified by CITY, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the WORK identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

C. CONTRACTOR to provide access and assistance during close out procedure for CITY to perform functional testing on mechanical equipment. CONTRACTOR to provide personnel to assist in the operation of the systems for visual inspection of performance. A report will be issued addressing any deficiencies. CONTRACTOR to address these deficiencies and contact CITY for retesting if required.

35.6 The following procedures will be used to declare the WORK finally complete:

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, CONTRACTOR shall complete the following:
1. Submit a final Application for Payment
 2. Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by CITY. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct CITY's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, CITY will either proceed with inspection or notify CONTRACTOR of unfulfilled requirements. CITY will prepare a final Certificate for Payment after inspection or will notify CONTRACTOR of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the WORK identified in previous inspections as incomplete is completed or corrected.

35.7 CONTRACTOR shall, before requesting inspection for final completion, complete final cleaning of the WORK as follows:

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Remove snow and ice to provide safe access to building.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on CITY's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

36. TEMPORARY FACILITIES

36.1 SUMMARY: This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

36.2 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, other Prime Contractors construction forces, CITY, testing agencies, and authorities having jurisdiction.
- B. Water Service: Contractor coordinates for their own water.
- C. Electric Power Service: Contractor coordinate for their own power.

36.3 CONTRACTOR SUBMITTALS FOR TEMPORARY FACILITIES

- A. Prior to commencing the WORK, CONTRACTOR shall submit a drawing

showing all temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

36.4 For each temporary facility, CONTRACTOR shall comply with the following:

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

36.5 CONTRACTOR shall assure that all temporary facilities shall utilize at least the following:

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top rails. CITY requests a detail for this fence.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- C. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36/C 36M.
- D. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- E. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

36.6 LOCATION OF TEMPORARY FACILITIES

- A. CONTRACTOR shall locate facilities where they will serve Project adequately, not interfere with CITY and other Contractors' operations, and result in minimum interference with performance of the WORK, and shall relocate and modify facilities as required by progress of the WORK.

36.7 TEMPORARY UTILITY INSTALLATION

- A. CONTRACTOR shall install temporary service or connect to existing service as follows:
 - 1. Arrange with utility company, CITY, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. CONTRACTOR shall provide temporary toilets, wash facilities, and drinking water for use of construction personnel.
- C. CONTRACTOR shall provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- D. CONTRACTOR shall provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity, and shall select equipment that will not have a harmful effect on completed installations or elements being installed. CONTRACTOR shall coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- E. CONTRACTOR shall provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service overhead, unless otherwise indicated. Ensure CITY's operation and adjacent owners' operations are not affected.
 - 2. Connect temporary service to any existing power source, as directed by service provider and Engineer.
- F. CONTRACTOR shall provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

37. CONTRACT ADMINISTRATION

37.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the

following:

1. Coordination Drawings.
2. Project meetings.
3. Requests for Interpretation (RFIs).
4. Project Management Software.

37.2 DEFINITIONS

- A. RFI: Request from Contractor or CITY seeking interpretation or clarification of the Contract Documents.

37.3 COORDINATION

- A. CONTRACTOR shall coordinate construction operations with other prime Contractors designated by CITY and shall coordinate construction operations included in different Sections of the standard Specifications to ensure efficient and orderly installation of each part of the WORK. CONTRACTOR shall coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation. This shall include:
1. Schedule construction operations in conjunction with CITY's master project schedule and in sequence required to obtain the best results where installation of one part of the WORK depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. CONTRACTOR shall prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- C. CONTRACTOR shall coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.

3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

37.4 PROJECT MEETINGS

A. CONTRACTOR shall cooperate with CITY in scheduling and conducting meetings and conferences at Project site or offices of the CITY. CONTRACTOR shall do the following:

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify CITY and other prime contractors of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees at least 24 hours in advance.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including CITY and other prime contractors, within three days of the meeting.

B. CONTRACTOR shall cooperate with CITY and schedule a preconstruction conference before starting construction, at a time convenient to CITY and other prime Contractors, but no later than 15 days after execution of the CONTRACT DOCUMENTS, and shall hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments. CONTRACTOR shall do the following:

1. Attendees: Inform CITY, other Prime Contractors, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the WORK.
2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.

- g. Procedures for testing and inspecting.
- h. Procedures for processing Applications for Payment.
- i. Distribution of the Contract Documents.
- j. Submittal procedures.
- k. Preparation of Record Documents.
- l. Use of the premises prime contractor coordination issues.
- m. Work restrictions.
- n. CITY's occupancy requirements.
- o. Responsibility for temporary facilities, controls, and utilities.
- p. Construction waste management and recycling.
- q. Demolition requirements
- r. Parking availability.
- s. Office, work, staging, and storage areas.
- t. Equipment deliveries and priorities.
- u. Safety plan/procedures.
- v. Smoking and drug screening policy
- w. Worker site orientation.
- x. First aid; location and directions to nearest emergency room.
- y. Security.
- z. Progress cleaning.
- aa. Working hours (work week/weekends, and holidays).

- 3. Minutes: CONTRACTOR will record and distribute meeting minutes.

C. CONTRACTOR shall cooperate with CITY and conduct progress meetings at weekly intervals. CONTRACTOR shall do the following:

- 1. Attendees: In addition to representatives of CITY and other prime contractor, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the WORK.
- 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Pool Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within

the Contract Time.

- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning. (Shared between Prime Contractors)
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Contractor to record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

37.5 REQUESTS FOR INTERPRETATION (RFIs)

- A. CONTRACTOR shall, immediately on discovery of the need for interpretation of the CONTRACT DOCUMENTS, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFIs shall originate with CITY or CONTRACTOR.
 2. CONTRACTOR shall coordinate and submit RFIs in a prompt

manner so as to avoid delays in CONTRACTOR'S work or work of subcontractors.

B. Content of the RFI shall include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of CONTRACTOR.
4. Name of Designer and Construction Manager.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

C. CITY shall review each RFI, determine action required, and return it. Allow five working days for response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
2. CITY's action may include a request for additional information, in which case Time for response will start again.
3. CITY's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to the CONTRACT DOCUMENTS.

E. On receipt of CITY'S action, CONTRACTOR shall update the RFI log and immediately distribute the RFI response to affected parties.

- F. CONTRACTOR shall prepare, maintain, and submit a tabular log of RFIs organized by the RFI number and shall submit the log at weekly progress meetings. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of CITY.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request; as appropriate.

38 CONSTRUCTION WASTE MANAGEMENT

38.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following. These procedures are not required and are encouraged on a voluntary basis:
1. Salvaging nonhazardous demolition and construction waste.
 2. Recycling nonhazardous demolition and construction waste.
 3. Disposing of nonhazardous demolition and construction waste.
- B. CONTRACTOR is responsible to comply with all solid waste laws and regulations, and all laws and regulations regarding hazardous materials, removal of hazardous materials and disposition of hazardous materials. CONTRACTOR shall indemnify and hold harmless the CITY and its agents from any failure of CONTRACTOR or its SUBCONTRACTORS to comply with this provision.
- C. Should CONTRACTOR discover any hazardous material that is not otherwise provided for in the scope of work or technical specifications and drawings, it shall immediately notify the CITY of the presence of such material and cease further work in the area of such materials until CITY and CONTRACTOR agree upon a method to proceed.

38.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from

demolition or selective demolition operations.

- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

38.3 PERFORMANCE GOALS

- A. Salvage/Recycle Goals: CITY's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible. CITY has established minimum voluntary goals for the following materials:
 - 1. These materials can be set up for recycling: CMU, Brick, Metal Studs, Densglass gold, Single Ply Membrane, Plywood, 2 x Blocking, and Laminated Panels.

38.3 SUBMITTALS

- A. Waste Management Plan: CONTRACTOR shall submit 3 copies of a Waste Management Plan for the Project at the same time that the Schedule of Values and construction scheduling documents are submitted to CITY.

38.4 WASTE MANAGEMENT PLAN

- A. CONTRACTOR shall develop a plan consisting of waste identification plan and shall include separate sections in plan for demolition and construction waste. The plan will indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types of demolition site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
 - 1. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 2. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

3. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
4. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

38.5 PLAN IMPLEMENTATION

- A. CONTRACTOR shall implement waste management plan as approved by CITY and shall Provide handling, containers, storage, signage, transportation, and other items as required to implement a waste management plan during the entire duration of the Contract.
- B. CONTRACTOR shall train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site. CONTRACTOR shall:
 1. Distribute the waste management plan to everyone concerned within three days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. CONTRACTOR shall conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities. This shall include:
 1. Designating and labelling specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 2. Complying with the CONTRACT DOCUMENTS for controlling dust and dirt, environmental protection, and noise control.

PROPOSAL

THE UNDERSIGNED hereby proposes to furnish the labor and material for:

PROJECT:

**PUBLIC IMPROVEMENTS FOR
ROADWAY & DRAINAGE IMPROVEMENTS ON COMMERCE DRIVE**

in the City of Clinton, Missouri, according to the Drawings, Contract Documents and general specifications for such work on file in the office of the City Administrator, together with the terms and conditions to be stipulated in the general contract forms, now adopted by the City of Clinton, as advertised to be let on October 26th, 2023 at the following prices to-wit: .

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	Unit Price Dollars Cents	Extended Total Dollars Cents
1	MOBILIZATION	1	LS	\$25,500.00	\$25,500.00
2	TEMPORARY TRAFFIC CONTROL	1	LS	\$595.00	\$595.00
3	TEMPORARY EROSION CONTROL	1	LS	\$7,000.00	\$7,000.00
4	ASPHALT PAVEMENT REMOVAL	1,035	SY	\$10.75	\$11,126.25
5	CONCRETE PAVEMENT REMOVAL	222	SY	\$14.00	\$3,108.00
6	MISCELLANEOUS REMOVALS, RELOCATIONS & ADJUSTMENTS	1	LS	\$6,000.00	\$6,000.00
7	LOWER EXISTING WATER MAIN A MIN. OF 2 FEET FROM TOP OF PIPE TO BOTTOM OF SLAB	32	LF	\$355.00	\$11,360.00
8	UNCLASSIFIED EXCAVATION	350	CY	\$40.75	\$14,262.50
9	EMBANKMENT	450	CY	\$70.50	\$31,725.00
10	UNDER GRADING WITH ROCK FILL	100	CY	\$53.00	\$5,300.00
11	2-INCH ASPHALTIC CONC. SURFACE COURSE PG 64-22 (BP-1)	1,369	SY	\$22.50	\$30,802.50
12	8-INCH BITUMINOUS PAVEMENT MIXTURE PG 64-22 (BASE)	1,369	SY	\$78.25	\$107,124.25
13	7-INCHES TYPE 5 AGGREGATE	1,369	SY	\$16.25	\$22,246.25
14	8-INCH CONCRETE PAVEMENT (DRIVEWAY)	384	SY	\$96.75	\$37,152.00
15	6-INCE TYPE 5 AGGREGATE BASE (DRIVEWAY)	384	SY	\$15.75	\$6,048.00
16	8-INCH CONCRETE PAVEMENT (HILLCREST)	453	SY	\$98.00	\$44,394.00
17	6-INCE TYPE 5 AGGREGATE BASE (HILLCREST)	453	SY	\$16.00	\$7,248.00

Addendum No. 01

18	24-INCH CURB & GUTTER INCLUDING BASE ROCK (OMITTED KEYWAY, OMITTED #5 DOWEL)	592	LF	\$45.00	\$26,640.00
19	18-INCH RCP FES	1	EA	\$1,250.00	\$1,250.00
20	18-INCH RCP	130	LF	\$115.00	\$14,950.00
21	48-INCH RCP	23	LF	\$360.00	\$8,280.00
22	48-INCH 45 DEG. PIPE COLLAR	1	EA	\$5,725.00	\$5,725.00
23	48-INCH RCP FES	1	EA	\$3,700.00	\$3,700.00
24	3-FOOT x 7-FOOT I.D. CURB INLET	2	EA	\$6,700.00	\$13,400.00
25	3-FOOT x 7-FOOT I.D. GRATE INLET	1	EA	\$18,000.00	\$18,000.00
26	6-FOOT x 7-FOOT I.D. CURB INLET	1	EA	\$11,000.00	\$11,000.00
27	16-FOOT x 4-FOOT REINFORCED CONCRETE BOX CULVERT	57	LF	\$1,850.00	\$105,450.00
28	16-FOOT x 4-FOOT REINFORCED CONCRETE BOX CULVERT INLET STRUCTURE W/ FLARED WINGS	1	EA	\$35,500.00	\$35,500.00
29	16-FOOT x 4-FOOT REINFORCED CONCRETE BOX CULVERT OUTLET STRUCTURE W/ STRAIGHT WINGS	1	EA	\$35,000.00	\$35,000.00
30	ROCK LINING FOR CULVERTS (3' THICK)	285	SY	\$85.00	\$24,225.00
31	SEEDING, FERTILIZING & TYPE 3 MULCH	1	LS	\$5,400.00	\$5,400.00
TOTAL BASE BID					\$679,511.75
ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	Unit Price Dollars Cents	Extended Total Dollars Cents
8	UNCLASSIFIED EXCAVATION	- 65	CY	\$40.75	-\$2,648.75
9	EMBANKMENT	37	CY	\$70.50	\$2,608.50
11	2-INCH ASPHALTIC CONC. SURFACE COURSE PG 64-22 (BP-1)	- 1,369	SY	\$22.50	-\$30,802.50
12	8-INCH BITUMINOUS PAVEMENT MIXTURE PG 64-22 (BASE)	- 1,369	SY	\$78.25	-\$107,124.25
13	7-INCHES TYPE 5 AGGREGATE	- 1,369	SY	\$16.25	-\$22,246.25
18	24-INCH CURB & GUTTER INCLUDING BASE ROCK (OMITTED KEYWAY, OMITTED #5 DOWEL)	- 592	LF	\$45.00	-\$26,640.00

Addendum No. 01

32	8-INCH CONCRETE PAVEMENT (ROADWAY)	1,369	SY	\$100.00	\$136,900.00
33	6-INCE TYPE 5 AGGREGATE BASE (ROADWAY)	1,369	SY	\$16.00	\$21,904.00
34	24-INCH CURB & GUTTER INCLUDING BASE ROCK (WITH KEYWAY OR #5 DOWEL @ 2'-6")	592	LF	\$50.00	\$29,600.00
TOTAL BID ALTERNATE 1					\$1,550.75
TOTAL BASE BID + BID ALTERNATE 1					\$681,062.50

Instructions to bidder: Bidder is to bid both the Base Bid and the Bid Alternate. The City will determine the lowest bidder based on the surface (Asphalt or Concrete) the City determines will best meet its needs.

The undersigned agrees to enter into a contract within ten (10) days from notice of award should this proposal be accepted, and enter into bonds with good and sufficient securities, to complete the work on or before a date to be specified in the Notice to Proceed, and to fully complete all work by June 3rd, 2024. A penalty of \$1000 per calendar day thereafter shall be instituted; the amount shall be deducted from the contract price. In order to pay all labor employed and material used in connection with this work and to adjust all claims or liens that may arise in consequence of said work, to the satisfaction of the Director of Public Works, above said bonds shall also indemnify and save harmless the said City from all damages or injuries to any person or persons, either in the employ of the contractor, his agents, servants or employees. In the event of the failure of the undersigned to enter into such contract within ten (10) days of the award, then the deposit or certified check of five percent (5%) of the Total Contract Bid Amount as surety is therefore forfeited to the City of Clinton.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

The lowest responsible responsive bid (including any add alternates) will be considered the Low Bid.

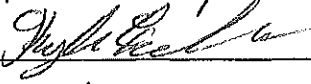
Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from the any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

Dated 26th day of October, 2023.

Company Do-Rite Construction & Excavating LLC

Address 17195 Hwy 65 Lincoln, MO 65338

Signature 

(Print Name) Kyle Eichler

**CITY OF CLINTON
PUBLIC IMPROVEMENTS FOR
ROADWAY & DRAINAGE IMPROVEMENTS FOR COMMERCE DRIVE
CJW-23087**

Addendum No. 01

Pre-Bid Meeting Minutes:

Item #1 Meeting minutes and sign in sheet from the Pre-Bid Meeting are attached. All comments included from the meeting are for informational purposes only and do not amend or change the contract documents.

Bid Document:

Item #1: Updated Proposal (noted as Addendum No. 1) is attached and shall replace the Proposal included in the original bid. Added bid item for adjusting water line.

Contractor Questions:

Q1: There is a Fire Hydrant near the east side of the north driveway and it appears that it will need to be adjusted to grade; what bid item should this cost be included in?

A1: This cost should be included in Item 6 "Miscellaneous Removals, Relocations & Adjustments"

Added Detail:

Item #1: Added Water Line Details.

Seal

Do-Right Construction & Excavating LLC
Company Name


Signature

Kyle Eichler
Printed Name

VP-Project Manager
Title

17195 Hwy 65 Lincoln, MO 65338
Address

660-281-0012
Telephone Number

City/State/Zip
660-281-0012 / 660-847-2427
Telephone Number



PRE-BID MEETING MINUTES

PUBLIC IMPROVEMENTS FOR
ROADWAY & DRAINAGE IMPROVEMENTS ON COMMERCE DRIVE
CITY OF CLINTON
CJW PROJECT #: 23087

11:00 AM October 11, 2023 | IN-PERSON MEETING

Dane Seiler, PE, PTOE introduced the project stating the purpose of the project is to provide access the anticipated development of a parcel on the east side of the drainage channel. That facility is anticipated to begin construction in the spring and is approximately a 2.00 acre Commercial Building with an 8,650 SY Concrete Parking Lot.

1. Project Introductions

- a. Owner Representative: Christy Maggi, City Administrator
cmaggi@cityofclintonmo.com 660.885.6121
- b. Civil Engineer: Dane Seiler, P.E., PTOE, President
dseiler@gocjw.com 417.889.3400

2. Project Overview

- a. The proposed work includes the partial reconstruction and extension of Commerce Drive, the construction of a 4-foot x 16-foot Concrete Box Culvert and additional miscellaneous storm water improvements. Nightwork is not expected or allowed in this residential area.
- b. Plans and specifications are available at Springfield Blue Print (online at www.spfdblue.com).
- c. Project Schedule:
 - Bid Due Date: October 26th, 2023 @ 11:00 AM
 - Expected Construction Date: **December 1st, 2023**
 - Final Completion Date: The project must be completed by **June 3rd, 2024**
- e. DBE Goal: 0%
- f. No 2nd Tier Subcontracting

3. Bid Submittal Requirements (Bidders Checklist)

- a. 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 10-15.010, "Prequalification to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. (if applicable – required on highway and bridge projects) Certification Regarding Use of Contract Funds for Lobbying
- b. For submittal of paper bids, the complete set of bidding documents includes all information through Bid Bonds. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid. Certification Regarding Affirmative Action and Equal Opportunity
- c. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to the City of Clinton, 105 East High Street, Clinton, Missouri, 64735. Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.
- d. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.

- e. 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.
 - f. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
 - g. 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.
- 4. Pay Application – Required Forms:**
- a. Submit partial lien waivers with each pay application.

5. Project Administration:

- a. Standard Contract between Owner and Contractor is provided in bid documents.
- b. Liquidated damages for final completion will be **\$1,000.00 per day**.
- c. Comply with MoDOT Standard Specifications.
- d. Review all contract documents: It is the contractor's responsibility to read and comply with all the contract documents, whether covered in the pre-bid meeting or not. Generally, MoDOT Standard Plans and Specifications apply, except for the exempted sections shown in the Bid Document. JSPs will prevail over all other specifications.
- e. The contract date(s) will not be extended for weather days.

6. Utilities

There are no major known conflicts. There could be some service lines encountered. Valve adjustments are the responsibility of the contractor. Contractor is responsible to take care and not cut service lines if at all possible. Contractor is also required to verify all utilities and to schedule any adjustments or relocations, as necessary.

Notes:

**ADVERTISEMENT
PUBLIC IMPROVEMENTS FOR
ROADWAY & DRAINAGE IMPROVEMENTS ON COMMERCE DRIVE**

Notice to Contractors

Sealed bids for Public Improvements for Roadway & Drainage Improvements on Commerce Drive, will be received at: City Hall, 105 East Ohio Street, Clinton, Missouri, 64735 until 11:00 A.M. (Prevailing Local Time) on the 26th day of October 2023, and at that time will be publicly opened and read. The envelopes containing the bids must be sealed, addressed to the City of Clinton, 105 East Ohio Street, Clinton, Missouri and designated as bid for ROADWAY & DRAINAGE IMPROVEMENTS ON COMMERCE DRIVE.

The proposed work includes: The partial reconstruction and extension of Commerce Drive, the construction of a 4-foot x 16-foot Concrete Box Culvert and additional miscellaneous storm water improvements.

Plans and Specifications must be secured at **Springfield Blue Print**, located at **219 East Pershing St., Springfield, Missouri 65806** or by contacting Springfield Blue Print at www.spfdblue.com or (417) 869-7316.

PLEASE NOTE: Official plan holders list will only be the list maintained by Springfield Blue Print. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to return to the plan room periodically to check for Addenda which may have been posted. Neither the Owner nor Engineer have any responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than Springfield Blue Print. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

A Pre-Bid meeting will be held at 11:00 AM on the 11th day of October 2023, at Clinton City Hall, 105 East Ohio Street, Clinton, Missouri, 64735. **All bidders are encouraged to attend the Pre-Bid Meeting.**

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

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

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the Missouri Standard Specifications for Highway Construction, 2011 Edition including all revisions. The contractor questionnaire must be on file 7 days prior to bid opening.

Contractors and sub-contractors who sign a contract to work on public works 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 seventy five (75) calendar 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 City of Clinton reserves the right to reject any or all bids.

The DBE Goal for this project is 0%.

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

NOTICE TO CONTRACTORS

Sealed bids, addressed to the City of Clinton, Missouri, 105 East Ohio Street, Clinton, Missouri, for the proposed work will be received by the City of Clinton, Missouri until 11:00 A.M. (prevailing local time) on October 26th, 2023, at City Hall, 105 East Ohio Street, Clinton, Missouri, 64735 and at that time will be publicly opened. Bids should be delivered to 105 East Ohio Street, Clinton, Missouri, 64735.

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The proposed work includes: The partial reconstruction and extension of Commerce Drive, the construction of a 4-foot x 16-foot Concrete Box Culvert and additional miscellaneous storm water improvements.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction", 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. To the extent any provision of the Missouri Standard Specifications for Highway Construction is in conflict with the provisions of the Contract, the specific provisions of the Contract will control.

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

General Provisions & Supplemental Specifications

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

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

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Clinton", and the term "Engineer" is a reference to the Engineer of Record from CJW Transportation Consultants, LLC. The term, "MoDOT" shall be replaced with the term "City" except with respect to reference to the Specifications for Highway Construction themselves, or to forms maintained on the MoDOT website. Any reference to Jefferson City shall be replaced with Clinton, and any reference to Cole County shall be replaced with Henry County.

All bonds specified in the Missouri Specifications for Highway Construction shall be in favor of the City of Clinton.

The following provisions of the Missouri Specifications for Highway Construction shall be deleted and shall not apply:

102.3 Bidding
102.3.1
102.3.3
102.3.5
102.7.1
102.7.3
102.7.8
102.9
102.9.1
102.9.1.1

102.9.1.2
102.10
102.11
102.16
102.16.1
102.16.2
105.1
105.4
105.10.7.1
105.16.6
105.18 and all subsections thereunder
106.12 and all subsections thereunder
107.13 and all subsections thereunder
108.7.2.1
108.8.1.3
The final sentence of 108.11 is deleted
108.13 and all subsections thereunder
109.4.4
109.5 and all subsections thereunder
109.6
109.7 and all subsections thereunder
109.8
109.8.1
109.11 and all subsections thereunder
109.14 and all subsections thereunder
10.15 and all subsections thereunder

The contracting authority for this contract is the City of Clinton.

(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:

ROADWAY & DRAINAGE IMPROVEMENTS ON COMMERCE DRIVE

Calendar Days: N/A

Completion Date: June 3rd, 2024

(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 \$1,000.00

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty. A bid bond or certified check for five percent (5%) of the total bid amount must accompany each bid.

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), Sec. 102.18.4 (regarding lobbying activities), and Sec. 102.18.5 (regarding domestic products). 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) **CITY INSPECTION:** 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 City, 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. 29", 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/docs/default-source/forms/affidavit_of_compliance.pdf?sfvrsn=2

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

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

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

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

each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(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

Do-Rite Construction & Excavating LLC., which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint 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~~ LLC 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

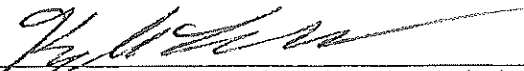
Executed by bidder this 26th day of October 2023

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

Kyle Eichler VP-PM
Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

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

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

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

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

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

(20) **SALES AND USE TAX EXEMPTION**: The City of Clinton, 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.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Do-Rite Construction & Excavating, LLC
17195 Hwy 65
Lincoln, MO 65338

SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Clinton
105 East Ohio Street
Clinton, MO 64735

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Public Improvements for Roadway and Drainage on Commerce Drive; CJW No. 21098

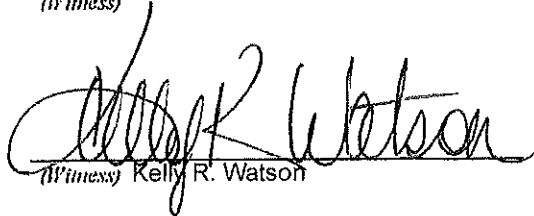
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of October, 2023.


(Witness)

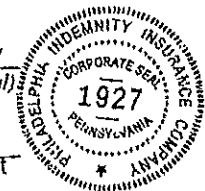

(Witness) Kelly R. Watson

Do-Rite Construction & Excavating, LLC
(Principal) (Seal)

By: 
(Title) VP-PM

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: 
(Title) Tessa R. Turner Attorney-in-Fact



- e. 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.
 - f. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
 - g. 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.
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- a. Submit partial lien waivers with each pay application.

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- a. Standard Contract between Owner and Contractor is provided in bid documents.
- b. Liquidated damages for final completion will be **\$1,000.00 per day**.
- c. Comply with MoDOT Standard Specifications.
- d. Review all contract documents: It is the contractor's responsibility to read and comply with all the contract documents, whether covered in the pre-bid meeting or not. Generally, MoDOT Standard Plans and Specifications apply, except for the exempted sections shown in the Bid Document. JSPs will prevail over all other specifications.
- e. The contract date(s) will not be extended for weather days.

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There are no major known conflicts. There could be some service lines encountered. Valve adjustments are the responsibility of the contractor. Contractor is responsible to take care and not cut service lines if at all possible. Contractor is also required to verify all utilities and to schedule any adjustments or relocations, as necessary.

Notes:

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

Surety Bond Number: Bid Bond
Principal: Do-Rite Construction & Excavating, LLC
Obligee: City of Clinton

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tessa R. Turner its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$75,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



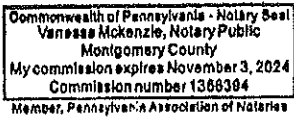
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of October, 2023



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



City of
Clinton
MISSOURI



October 16, 2023

**CITY OF CLINTON
PUBLIC IMPROVEMENTS FOR
ROADWAY & DRAINAGE IMPROVEMENTS FOR COMMERCE DRIVE
CJW-23087**

Addendum No. 01

Contract Bidders:

Enclosed is Addendum No. 1 for the above referenced project. Please execute, attach, and submit this Addendum No. 1 with your bid.

In addition, please sign and email a copy of this cover letter to Dane Seiler PE, PTOE, CJW Transportation Consultants, LLC, dseiler@gocjw.com as acknowledgement of receipt of this addendum notice.

CJW Transportation Consultants, LLC

Dane Seiler, PE, PTOE
President

Do-Rite Construction & Excavating LLC

Company Name

Signature

Kyle Eichler - VP, Project Manager

Printed Name