

CMAQ-5403(668)

City of Arnold  
2101 Jeffco Boulevard  
Arnold, Missouri 63010

## REQUEST FOR BID

BID OF

Bidder Name \_\_\_\_\_

Bidder Address \_\_\_\_\_

\_\_\_\_\_

### FOR CONSTRUCTING OR IMPROVING

**Traffic Signal at the intersection of Jeffco Boulevard (MO 61/67) and Tenbrook Road – FOX  
Entrance**

**Jeffco Boulevard (MO 61/67) and Tenbrook Road – FOX Entrance  
City of Arnold, Missouri**

CMAQ-5403(668)

City of Arnold  
2101 Jeffco Boulevard  
Arnold, Missouri 63010

**CONTRACT**

AND

**BOND**

FOR

**CONSTRUCTING OR IMPROVING**

**Traffic Signal at the intersection of Jeffco Boulevard (MO 61/67) and Tenbrook Road – FOX  
Entrance**

**Jeffco Boulevard (MO 61/67) and Tenbrook Road – FOX Entrance  
City of Arnold, Missouri**

**PREPARED BY:  
CBB ENGINEERS  
January 26, 2018**

**INVITATION TO BID**

Sealed proposals, addressed to:

Bryan Richison, City Administrator  
City of Arnold  
2101 Jeffco Boulevard  
Arnold, MO 63010

An endorsed "Proposal" for construction or improving the following routes and projects in the City of Arnold, will be received by the City until 10:00 o'clock A.M. (Prevailing Local Time) on Tuesday the 5th day of June, 2018 at the City of Arnold, Public Works Department, 2101 Jeffco Boulevard, Arnold, MO 63010 and at that time will be publicly opened and read.

The proposed work includes: Grading, paving, drainage, traffic control and installation of a new traffic signal at the intersection of Jeffco Boulevard (MO 61/67) and Tenbrook Road – FOX School Entrance. The work shall be in accordance to these Specifications, Job Special Provisions, as well as the project plans. Where not specifically covered by the Specification or Job Special Provision, the Contractor shall adhere to the 2016 Edition of the "Missouri Standard Specifications for Highway Construction".

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Arnold at 636-282-6650, c/o Ed Blattner, or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

The wage rates applicable to this project have been predetermined as required by law and are set forth in this appendices. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962", (P.L. 87-581: 76 Stat. 357) and implementing regulations.

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises 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.

The prime contractor must be on the MoDOT approved contractor listing and must have a Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments on file with MoDOT not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. The prime contractor on a project must perform, with its own staff, contract work amounting to NOT less than 30% of the total original contract price.

Plans and specifications may be inspected or picked up the City of Arnold, City Hall, 2120 Jeffco Boulevard, Arnold, MO 63010. Complete instructions to bidders and proposal blanks may also be obtained from the City of Arnold, City Hall.

Proposals must be on forms provided.

The right is reserved to reject any or all bids and re-advertises with MoDOT concurrence.

The Contract will be awarded to the lowest, responsive, responsible Bidder.

By Order of the

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City Clerk



TABLE OF CONTENTS

Notice to Contractors

- Proposed Work.....(1)
- Compliance With Contract Provisions.....(2)
- Period of Performance .....(3)
- Liquidated Damages .....(4)
- Bid Guaranty.....(5)
- Certifications for Federal Jobs.....(6)
- Antidiscrimination .....(7)
- Federal and State Inspection .....(8)
- Prevailing Wage.....(9)
- Worker Eligibility Requirements .....(10)
- OSHA Training Requirements.....(11)
- Buy America Requirements.....(12)
- Addendum Acknowledgement.....(13)
- Signature and Identity of Bidder .....(14)
- Trainees.....(15)
- Subcontractor Disclosure .....(16)
- Project Award .....(17)
- Materials Inspections.....(18)
- Prime Contractor Requirements.....(19)
- Tax Exempt Status .....(20)
- DBE Participation .....(21)

Itemized Bid Sheets

Bid Bond

DBE Identification Submittal

DBE Provisions (Fig. 136.9.8)

Job Special Provisions

Form FHWA 1273 (Fig. 136.9.7)

Federal Aid Provisions

Applicable State Wage Rates

Applicable Environmental and Cultural Permits and Clearances

ADA Checklist

Contract Forms

- Fig 136.10.3 Sample Contract Agreement
- Fig 136.10.4 Sample Contract Bond
- Fig 136.10.5 Sample Contractors Acknowledgement

## NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Arnold, 2101 Jeffco Boulevard, City of Arnold, MO 63010 for the proposed work will be received by the City of Arnold until 10:00 o'clock A.M. (Prevailing Local Time) on Tuesday the 5th day of June, 2018 at the office of City of Arnold, 2101 Jeffco Boulevard, City of Arnold, MO 63010, and at that time will be publicly opened.

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

Grading, paving, drainage, traffic control and installation of a new traffic signal at the intersection of Jeffco Boulevard (MO 61/67) and Tenbrook Road – FOX School Entrance.

(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.

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

### General Provisions & Supplemental Specifications

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Arnold", and the term "Engineer" is a reference to the Engineer of Record from CBB Engineers.

The contracting authority for this contract is City of Arnold.

(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:

Calendar Days: 65 Construction and 120 Days for Signal Equipment = 185 Calendar Days

Completion Date: August 14, 2018 for Site Work on FOX Campus – SEE JSP "FOX SCHOOL ENTRANCE WORK RESTRICTONS AND LIQUIDATED DAMAGES

(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 \$ 950.00 – SEE JSP "FOX SCHOOL ENTRANCE WORK RESTRICTONS AND LIQUIDATED DAMAGES

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty in an amount not less than five (5%) percent of the bid amount, payable to the City of Arnold, Missouri. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond  
 Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding

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

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

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

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 24", 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 can be view/downloaded at <https://www.wdol.gov>.

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

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

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

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

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

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

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

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who

have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

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

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

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

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

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

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

sole individual

partnership

joint venture

corporation, incorporated under laws of state of \_\_\_\_\_.

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

\_\_\_\_\_

Executed by bidder this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

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

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



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

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

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

\_\_\_\_\_  
Please print or type name and title of person signing here

Attest:

\_\_\_\_\_  
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

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

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

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

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

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

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

(21) **DBE PARTICIPATION:** MODOT has set a DBE (Disadvantaged Business Enterprise) goal of 14 % for this project. Only work performed by approved DBE subcontractors at the time of the bid opening will be applied towards calculating the DBE goal. A comprehensive listing of all MODOT-approved DBE firms can be found in the MRCC (Missouri Regional Certification Committee) DBD Directory, which can be accessed at:

[http://www.modot.mo.gov/business/contractor\\_resources/External\\_Civil\\_Rights/DBE\\_program.htm](http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm)

The successful bidder is required to complete the DBE Submittal Form and submit it with the bid proposal or within three working days after the bid opening date. Failure to deliver the completed and executed DBE Submittal Form showing DBE participation by 4:00 p.m. on the third working day after the bid opening day may be cause for rejection of the low bid and the proposed guaranty will become the property of the Owner. If any DBE's shown on the DBE Submittal Form are not shown on the approved listings, then that DBE's work will not be counted as DBE participation work and may be cause for rejection of the bid.

**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:







BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_

as principal and \_\_\_\_\_  
as surety, are held and firmly bound unto the City of Arnold 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 61/67  
in Jefferson County, for Traffic Signal Installation on Jeffco Boulevard (MO 61/67) and Tenbrook Road – FOX  
Entrance, CMAQ-5403(668)

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.



## DBE Submittal Forms

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

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

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

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



## DBE Submittal

(A) DBE Name & Address	(B) Bid Item numbers	(C) \$ Value of DBE of Work **  (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal **  (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item  (C x D)	(F) % Of Total Contract Amount for each item  (E/Total Contract Amount)
Trucking Services  Only used if the DBE owns the trucks or is leasing from a DBE firm			100%		
Trucking Services  Trucks are leased from non-DBE source				Only Include <u>Fees</u> for Trucking Services	
Brokered Services				Only Include <u>Fees</u> for Brokered Services	
Totals (Page 1)					
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation					

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **13.5 MoDOT Makes Final Determination On Whether a CUF Is Performed.**

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

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

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

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

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

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

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

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

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



**Jeffco & Tenbrook – Arnold, MO  
CMAQ-5403(668)**

**JOB SPECIAL PROVISIONS – TABLE OF CONTENTS**

(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

JSP-1*	PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS .....	2
JSP-2*	EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT .....	2
JSP-3*	UTILITIES .....	3
JSP-4*	EXISTING UTILITY MANHOLE (ADJUST TO GRADE) .....	4
JSP-5*	EXISTING BUSINESS SIGN (TO BE REMOVED AND RELOCATED) .....	5
JSP-6*	EXISTING WATER VALVE (ADJUST TO GRADE) .....	5
JSP-7*	EXISTING FENCE (TO BE REMOVED).....	6
JSP-8*	ADVANCED TRAFFIC CONTROLLER .....	6
JSP-9*	RELOCATE/RETERMINATE FIBER OPTIC CABLES .....	9
JSP-10*	CCTV CAMERA ASSEMBLY .....	10
JSP-11*	COORDINATION WITH MODOT SLITS AND UTILITY LOCATES.....	12
JSP-12*	MODOT ITS EQUIPMENT WITHIN PROJECT LIMITS .....	13
JSP-13*	NETWORK CONNECTED SIGNAL MONITOR.....	14
JSP-14*	SYNCHRONOUS DATA LINK CONTROL (SDLC) PANEL.....	15
JSP-15*	UNINTERRUPTABLE POWER SUPPLY .....	15
JSP-16*	DISPOSITION OF EXISTING SIGNAL/LIGHTING AND NETWORK EQUIPMENT .....	23
JSP-17*	PEDESTRIAN SIGNAL HEADS .....	23
JSP-18*	DETECTOR, PUSHBUTTON W/APS FEATURE .....	25
JSP-19*	TRAFFIC SIGNAL MAINTENANCE AND PROGRAMMING.....	26
JSP-20*	WORK ZONE TRAFFIC MANAGEMENT PLAN .....	28
JSP-21*	SIGNAL OPERATION DURING CONSTRUCTION .....	29
JSP-22*	SPECIAL EVENT BUTTON.....	30
JSP-23*	PUSHBUTTON POST.....	30
JSP-24*	FOX SCHOOL ENTRANCE WORK RESTRICTIONS & LIQUIDATED DAMAGES.....	31
JSP-25*	ADD ALTERNATES.....	31
JSP-26*	ADA COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A.....	33

	<b>MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION</b> 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	<b>CONSULTANT NAME</b> <i>CBB Transportation</i> 12400 Olive Boulevard, Suite 430 St. Louis, MO. 63141 Certificate of Authority: Consultant Phone: 314-878-6644
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: 129-15 ST. LOUIS, MO DATE PREPARED: 1/26/18 PS&E SUBMITTAL
	ADDENDUM DATE:

Only the items of the Job Special Provisions (Roadway) marked with a \* above are authenticated by this seal.



**JSP – 1  
PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

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

*Ed Blattner, P.E.  
Public Works Director - City of Arnold  
Phone: 636-282-6650 Fax: 636-282-2394  
Email: eblattner@arnoldmo.org*

END OF JOB SPECIAL PROVISION JSP-1

**JSP – 2  
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.

Matt Clemens, Building Official/Public Works Director, City of Festus, 636-524-7051  
Gregory Camp, City Administrator, City of Festus, 636-937-4694

**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 (314-416-2180)		
City of Arnold Police Department Police: 636-296-3204	Jefferson County Sheriff Police (636-797-5000)	

**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.

END OF JOB SPECIAL PROVISION JSP-2





**JSP – 3  
UTILITIES**

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Status</u>
MoDOT Telephone: 314-275-1500	Yes	Signal and lighting equipment to be relocated and/or replaced with this contract
Ameren UE Mike Wolf <a href="mailto:mwolf@ameren.com">mwolf@ameren.com</a>	No	
AT&T Distribution/Transmission Glenn Hogenmiller 122 North Second Street Festus, MO 63028 <a href="mailto:Gh5805@att.com">Gh5805@att.com</a> 636-931-7525 Office 636-232-4385 Mobile	Yes	Pedestal on the south side of Conway Drive needs to be relocated. Guy wire and box on power pole near 10+75. Concrete barrier to be constructed around power pole to save its relocation.
City of Arnold (Sewer) Ed Blattner <a href="mailto:eblattner@arnoldmo.org">eblattner@arnoldmo.org</a>	No	
Laclede Gas Brian Lagenbacher <a href="mailto:brian.lagenbacher@spireenergy.com">brian.lagenbacher@spireenergy.com</a>	No	
Public Water District #1 Mike Siedler 2970 Schneider Drive PO Box 646, Arnold, Missouri 63010 <a href="mailto:msiedler@pwsd1jeffco.org">msiedler@pwsd1jeffco.org</a>	Yes	Public Water Distrci #1 will require water valve adjustments and will be done as a part of the road improvement contract. Relocation of the waterline relocation along Tenbrook Road will likely not occur until 2019 after the project is complete.
MO American Water Mark Radake <a href="mailto:mark.radake@amwater.com">mark.radake@amwater.com</a>	No	
Charter Communications Lisa Ward 815 Charter Commons Town & Country, MO 63107 Telephone: 636-387-6641	No	



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

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

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

END OF JOB SPECIAL PROVISION JSP-3

**JSP – 4**  
**EXISTING UTILITY MANHOLE (ADJUST TO GRADE)**

**1.0 Description.** Regardless of type or size, the manholes and inlets shown in the plans require adjustment to match the new grade of roadway, island or sidewalk. The existing manhole and inlet shall be adjusted and installed according to standard plan 731.00T. Adjusting rings shall not exceed 12 inches in height.



**Concrete Collars.** Damaged concrete collars on manholes shall be replaced as directed by the engineer. The replacement concrete collars shall be 4 inches deep and 18 inches wide around the manhole.

The contractor is advised that MoDOT, AmerenUE, AT&T, Laclede Gas, MO American Water and the City of Arnold may have manholes, inlets and/or pull boxes located within the pavement and sidewalk that will require adjustments. The Contractor shall adjust these facilities to grade as necessary. The Contractor shall contact the respective utility regarding any questions regarding the adjustment of these facilities.

**4.0 Basis of Payment.** All costs associated with compliance with this special provision for all material, equipment, and labor shall be completely covered by the contract unit price for Item Number 202-99.02a "EX UTILITY MANHOLE (ATG)" per EACH.

END OF JOB SPECIAL PROVISION JSP-4

**JSP – 5**  
**EXISTING BUSINESS SIGN (TO BE REMOVED AND RELOCATED)**

**1.0 Description.** This item shall consist of removing and relocating an existing business sign. The existing sign shall be relocated to a new location as approved by the Engineer. After removal of the existing sign, the Contractor shall store the existing sign in a secure location that is assessable for the engineer to inspect and is responsible for the condition of the sign while being stored. Should damage occur to the existing sign prior to its relocation, the Contractor shall replace the sign in kind at his own expense. Removal of the existing sign, storage, relocation and installation of the existing sign and concrete bollards, labor, materials, and all miscellaneous hardware necessary to accomplish the task shall be considered incidental to this pay item.

**2.0 Basis of Payment.** All costs associated with compliance with this special provision for all material, equipment, and labor shall be completely covered by the contract unit price for Item Number 202-99.02b "EX BUSINESS SIGN (TBR&R)", per EACH.

END OF JOB SPECIAL PROVISION JSP-5

**JSP – 6**  
**EXISTING WATER VALVE (ADJUST TO GRADE)**

**1.0 Description.** Regardless of type or size, the valves shown in the plans require adjustment to match the new grade of roadway, island or sidewalk. The existing valve shall be adjusted and installed according to standard plan 731.00T. Adjusting rings shall not exceed 12 inches in height.

**Concrete Collars.** Damaged concrete collars on manholes shall be replaced as directed by the engineer. The replacement concrete collars shall be 4 inches deep and 18 inches wide around the manhole.

The contractor is advised that MoDOT, AmerenUE, AT&T, Laclede Gas, MO American Water and the City of Arnold have valves located within the pavement and sidewalk that will require adjustments. The Contractor shall adjust these facilities to grade as necessary. The Contractor



shall contact the respective utility regarding any questions regarding the adjustment of these facilities.

**4.0 Basis of Payment.** All costs associated with compliance with this special provision for all material, equipment, and labor shall be completely covered by the contract unit price for Item Number 202-99.02c "EX WATER VALVE (ATG)" per EACH.

END OF JOB SPECIAL PROVISION JSP-6

**JSP – 7  
EXISTING FENCE (TO BE REMOVED)**

**1.0 Description.** This item shall consist of removed to the nearest vertical post to remain. The existing fence to be removed shall be returned undamaged to the Fox School District. The Contractor shall contact **John Brazeal with Fox School at 636-296-8000** ([brazeali@foxc6.org](mailto:brazeali@foxc6.org)) to relinquish the existing fence. Should damage occur to the existing fence during the removal operation, the Contractor shall replace the fence in kind at his own expense. Removal of the existing fence and relinquish to the School, labor, materials, and all miscellaneous hardware necessary to accomplish the task shall be considered incidental to this pay item.

**2.0 Basis of Payment.** All costs associated with compliance with this special provision for all material, equipment, and labor shall be completely covered by the contract unit price for Item Number 202-99.03 "FENCE (TBR)" per EACH.

END OF JOB SPECIAL PROVISION JSP-7

**JSP – 8  
ADVANCED TRAFFIC CONTROLLER**

**1.0 Description.** All electronic components, workmanship, and functionality of the traffic signal controller shall conform to the applicable standards for TS-2 Type 2 traffic signal controllers mandated by the National Electrical Manufacturers Association's (NEMA) current edition NEMA Standards Publication TS2-2003 v02.06 for Traffic Controller Assemblies with National Transportation Communications for ITS Protocol (NTCIP) Requirements. Controller motherboard and CPU shall also support open architecture and be compliant with current ITE, AASHTO, and NEMA Standard Publication for Advanced Traffic Controllers (ATC) Draft Version 6.10 or newer.

Supplier shall provide all NTCIP Management Information Base (MIB) files associated with the licensed controller software including manufacturer specific and extended objects. Supplier places no limitations under this contract on the re-distribution and re-use of the MIBs associated with the licensed controller software. The Commission and its partners shall be permitted to copy, redistribute and/or reuse the MIBs as they see fit to support their authorized use of the license software.

All major components shall meet the environmental, design, and operating standards outlined in NEMA Standards Publication TS2-2003 v02.06, Section 2.



All traffic signal controllers must be fully supported by the Commission's Advanced Traffic Management System (ATMS): TransCore's TransSuite Traffic Control System (TCS). Supplier shall be responsible for providing documentation from TransCore indicating full support and will be responsible for demonstrating this support if requested by the Commission.

## **2.0 Materials.**

**2.1 Enclosure.** The controller enclosure shall be designed for placement on a shelf. The enclosure shall have a protective finish and enclose all electrical components of the controller. All hardware and electrical components shall be modular for ease of replacement and repair. All controller input/output connectors, fuse holders, indications, displays, switches and control devices required for the operation and adjustments of the controller shall be mounted on the front panel. The front panel of the controller shall be permanently marked to identify I/O connections, fuse holders, indicators, etc.

## **2.2 Additional Hardware Requirements.**

- Power supply must be capable of supplying 110 VAC 50/60HZ.
- Engine Board and CPU shall be compliant with the ATC Standard Draft 6.10 or newer as noted above.
- Minimum required board memory: 64 MB Flash, 64 MB DRAM, and 1 MB SRAM.
- There shall be no batteries or moving parts such as fans or memory storage devices with rotating parts on the controller unit.
- Optional color touch display screen shall run on an Android Processing System and support standard 3rd party applications.
- LCD Display shall be 16 lines x 40 characters in size.
- All keypads shall be mounted on the controller front panel and shall be covered with a one piece water-resistant membrane
- The active status light shall be a LED for better visibility in direct sunlight.
- Controller hardware shall facilitate the use of the controller in TS-1 and TS-2 Type 1 or 2 traffic signal control cabinets.

**2.3 Communications Ports.** In addition to the NEMA TS-2 with NTCIP v02.06 Standard, the traffic signal controller shall include the minimum following communications ports and configurations:

- One, two-port Ethernet network cards with independent user programmable subnets (IP Address, Subnet Mask, and Default Gateway).
- One, Universal Serial Bus (USB) Hub.

## **2.4 Operating System.**

**2.4.1 O/S Version.** The Traffic Signal Controller shall use a Linux operating system (O/S) with kernel version 3.0 or later to facilitate application level access to the ATC hardware, a Board Support Package (BSP) shall be provided by the controller manufacturer for access to hardware specific drivers.

**2.4.2 O/S Updates.** Operating System updates shall be completed from a personal computer over an Ethernet connection, or directly from a USB flash drive plugged into the controller's front

panel. The update process shall be automated and packaged as a simple executable file enabling the user to perform the update within a few steps.

**2.4.3 Intersection Control Software.** The intersection control software should provide, at a minimum, the mandatory functionality and operations specified in the NEMA TS-2 with NTCIP v02.06 Standard. All objects and functions available in the local control software should be named and defined according to the current NTCIP standard. Additional, non-required or manufacturer specific objects and functions should have a straight-forward, logical label and/or definition. All status and configuration objects shown on the controller front panel shall be defined and accessible as NTCIP objects. Custom status objects or features that are not defined according to the NTCIP protocol and included in the manufacturer's MIBs will not be accepted.

**2.4.4 Basic Functionality.** In addition to the aforementioned NEMA TS-2 Standard, the controller software must satisfy the following additional requirements:

- 16 programmable phases.
- 4 timing rings that can be configured by the user to run concurrently or independently.
- 16 overlaps.
- 16 unique phase sequences that can be programmed and operated by time of day. Each sequence should allow the user to specify specific phase order and sequence beyond basic phase pair reversal/switching.
- 102 unique timing patterns, each with a unique:
  - Cycle length, free, or flash command
  - Phase split table
  - Offset
  - Phase or pedestrian recall or omit (per pattern)
- User can easily configure:
  - Flashing Yellow Arrow functionality by Time of Day
  - Pedestrian Overlaps
  - Pedestrian advance or exclusive pedestrian intervals
  - Trailing green sequences for compound intersections
  - Preemption routines in accordance with the NEMA TS-2 specification (v02.06)
  - Right turn overlap with permissive FYA and conflicting Ped
  - Protected/Permissive Left Turn or FYA by Time of Day with the ability to adjust to various left turn modes (protected, protected/permissive, permissive) seamlessly
- Detectors:
  - 10 detector tables selectable by TOD
  - 60 detectors per detector table
  - Ability to call multiple phases with one detector
  - Ability to call overlaps directly
  - Detector diagnostics
- 16 Preempt Routines:
  - Return to Coord without transition
  - Return to the longest waiting phase
  - Return to the last phase skipped in sequence
- 10 Overlap tables selectable by TOD.
- Transit Priority functionality.
- Peer to Peer communications:
  - Allows for direct messaging between two controllers



- Allows user to send the status of ANY input/output function in the controller as well as phase intervals, preempt intervals, etc.
- 32 Customizable Alarms.

**2.4.5 User Interface.** In addition to the front panel screen, the traffic signal controller shall have a user interface for monitoring and configuring the intersection control software. Remote front panel emulation or custom mobile platform applications can satisfy this requirement. Optional web server interface shall provide access from any Internet enabled device with a web browser. No additional or proprietary software shall be needed to use the graphical user interface.

**2.4.6 Input/Output Configuration.** The intersection control software should allow the user to dynamically configure and modify input and output pins on an individual, pin by pin basis. In addition, the user should be able to configure the signal output channels (phase/overlap to loadswitch) so that any phase, overlap, or pedestrian output can drive any available load-switch in the traffic signal cabinet. The user shall perform such configurations and modifications from the controller front panel or web user interface, without the need for additional configuration software or downloading additional files to the controller.

**2.4.7 Master and Peer to Peer Communications.** The signal controller shall be capable of operating in a closed loop network with other controllers as a master or slave controller without the need for additional software or licensing. The master unit must be able to perform the duties of a master controller in the closed loop network while simultaneously conducting traffic signal operations at the local intersection. The signal controllers within the network will communicate with other controllers via serial or Ethernet communications. The closed loop functionality shall support clock sync over serial or Ethernet and traffic responsive operation.

The Intersection Control Software shall support Peer to Peer functionality. Peer to Peer allows the controllers to send messages to other controllers connected in the same network via serial or Ethernet communications. The user shall configure any input or output function to send over peer to peer including phase time intervals, preempt intervals, coordination holds, etc.

**2.5 Reference Manual.** Signal controller must include a training/programming manual in an electronic PDF format. Manual must be readable for staff with a rudimentary understanding of traffic signal controllers. Manual must have step by step descriptions of the various features of the controller.

**3.0 Basis of Payment.** No direct payment will be made for the cost of equipment, labor, materials or time required to fulfill this provision. Items in this provision are encompassed within the pay item CONTROLLER ASSEMBLY HOUSING, NEMA TS2 CONTROLLER, 902-42.83.

END OF JOB SPECIAL PROVISION JSP-8

**JSP – 9**  
**RELOCATE/RETERMINATE FIBER OPTIC CABLES 902-99.02**

**1.0 Description.** This work shall consist of removing fiber optic cables from the existing conduits in locations as noted in the plans, and reinstalling into locations and the new signal cabinet as indicated in the construction documents. All fusions splices noted on the fiber splicing diagram for the final location of the relocated cable will be considered incidental to this pay item. The work



shall conform to Section 900 of the Missouri Standard Specifications for Highway Construction, 2016 current edition.

**2.0 Basis of Payment.** Payment for items covered by this specification include all splices, materials, equipment, tools, labor, and work incidental thereto, shall be considered to be completely covered by the contract unit price for item number 902-99.02 RELOCATE/RETERMINATE FIBER OPTIC CABLES, per each.

END OF JOB SPECIAL PROVISION JSP-9

### **JSP – 10 CCTV CAMERA ASSEMBLY**

**1.1 Description.** Furnish and Install a Contractor furnished IP (Internet Protocol) closed circuit television (CCTV) assembly on a metal pole, and install a Contractor furnished power supply and surge protection in a nearby cabinet (usually on the same pole, see plans for details). The pole and cabinet will be paid for separately. Provide cables connecting the camera to the equipment in the cabinet and to ground, provide an air terminal, set up the camera assembly, and test for proper operation.

**1.2 Qualified Personnel.** The Commission's agreement with the camera assembly manufacturer obligates the manufacturer to train the Commission's installation contractors in the unpacking, assembling, mounting, positioning, connecting to the communication network, set up, and testing of the camera assemblies. The training is free to the contractor, and is conducted at the jobsite. Do not perform any work until the manufacturer has certified the contractor as qualified. Only personnel who have been trained by the manufacturer shall participate in the camera assembly installation, setup, and testing. A Commission representative will be present to observe the training.

**1.2.1** Contractors certified under a previous Commission contract need not be trained a second time, but only personnel who received the training shall participate in the camera assembly installation and testing.

**1.3 Support During Installation.** The Commission's agreement with the camera assembly manufacturer obligates the manufacturer to provide both on-site and remote factory support.

### **2.0 Materials.**

**2.1** Camera assembly, mounting bracket, power supply, and surge suppressors will be provided by the Contractor.

**2.2** The contractor shall acquire cables for power, video, and camera control from MoDOT's current camera supplies manufacturer on this project.

**2.3** Provide stainless steel bands to affix the mounting bracket to the pole. The banding shall be 1-inch wide, 0.044-inch thick, stainless steel.





2.4 The air terminal shall be solid copper at least 5/8 inch in diameter. The top of the rod shall be tapered to a point. The bottom of the rod shall be flattened and bolted to the pole using at least three stainless steel bolts as indicated on the plans.

### **3.0 Construction Requirements.**

3.1 Install the dome so that the pole does not block the camera's view of traffic.

3.2 Install the air terminal on the opposite side of the pole from the dome. Position the rod to project a minimum of five feet above the highest point of the pole, and attach it to the pole with bolts passing through the wall of the pole and bond the air terminal to the top of the pole. Apply a copper-based conductive sealant between the rod and the pole before tightening the bolts. The pole itself shall be the ground conductor.

3.3 Connect the bottom of the pole to one or more ground rods using a bare, solid AWG # 6 copper wire. Use exothermic welding for all ground wire connections, except the connection to the pole, which shall use the pole's grounding lug. Use a device that measures resistance to ground using the three-point fall-of-potential method to ensure that the resistance from the air terminal to ground does not exceed 8 ohms. Add more ground rods if necessary to achieve this requirement. The contractor shall perform all work related to the installation of the air terminal in accordance with NFPA 780.

3.4 Terminate all the cables on surge protectors, install the Contractor furnished power supply in the cabinet, and connect the camera power circuit to the power supply.

3.5 Restrict the camera's field of view, if necessary, so that a user cannot use the cameras to look in the windows of dwellings. To the extent that it does not interfere with the use of the camera for traffic management purposes, ensure that a camera cannot be used to view residential property. Prior to creating these restrictions, submit to the City and MoDOT a written description of the proposed restrictions to be installed at each camera, and the proposed method of achieving them. It shall not be possible for an operator to override these restrictions without intervention by his or her supervisor. Affixing a mask to the inside of the clear dome shall be an acceptable method to achieve this. Highlight situations in which there is a conflict between the need to protect privacy and the need to know about traffic situations. Revise the field of view restrictions as directed by the City and MoDOT.

3.6 Apply a rain repellent coating to the outside of the lower dome, following the coating manufacturer's instructions. The coating must be recommended by its manufacturer for clear acrylic.

### **4.0 Acceptance Testing.**

4.1 Upon delivery of a shipment of camera assemblies, the manufacturer's representative shall conduct a visual inspection and test of the camera assemblies to check for manufacturing defects and shipping damage. The camera assembly shall be powered during this testing, and tests shall follow procedures developed by the manufacturer and approved by the City and MoDOT. The City and MoDOT will witness this testing and the contractor may witness this testing if he or she chooses. The manufacturer shall be responsible for replacing all defective units uncovered by this testing.



**4.2** After installing the camera assembly, test it using the same procedures as the manufacturer's representative used when the camera assemblies were delivered. In addition, demonstrate that the agreed upon viewing restrictions have been implemented. Also, use a device that measures resistance to ground using the three-point fall-of-potential method to demonstrate that the resistance from the air terminal to ground does not exceed 8 ohms. If the installed camera assembly fails to operate properly, and the problem cannot be fixed by changing the wiring or setup parameters, the camera assembly will be deemed defective and the contractor shall return it to the manufacturer for replacement. Except for costs borne by the manufacturer under his warranty agreement, the cost of replacement shall be borne entirely by the contractor.

**5.0 Basis of Payment.** This work shall be paid for by the pay item 910-37.00 CCTV CAMERA ASSEMBLY, per each. Measurement and payment for the complete camera assembly includes procurement and installation of the camera system, cables, testing, grounding, and all miscellaneous hardware required for a safe, fully operational camera assembly.

END OF JOB SPECIAL PROVISION JSP-10

**JSP – 11**  
**COORDINATION WITH MODOT SLITS AND UTILITY LOCATES**

**1.0 Description.** Any work that will impact the existing communications network must be coordinated with SLITS staff. This includes but not limited to removal and replacement of any existing communications equipment, adding new devices and changes to power sources or disconnects. Minor modifications to the existing communications network can have significant impacts on the system and operation of other ITS and traffic signal systems.

**1.1** If the scope of work contains modification, addition and/or expansion of existing underground MoDOT ITS, lighting, or signal facilities, the contractor must notify the MoDOT Utilities Locate staff prior to any work, in order for MoDOT to update MoDOT utility location records with Missouri One Call.

**2.0 Contact.** Initial contact must be made at least seven calendar days before work that may impact the existing communications network commences. Contact MoDOT SLITS staff via an email at [SLITS@modot.mo.gov](mailto:SLITS@modot.mo.gov). The engineer shall be notified prior to making contact with SLITS staff.

For MoDOT Utility location updates, the contractor must contact MoDOT TMC at 314-275-1500 and ask for Utility Locate Section at least seven calendar days before performing any work.

**3.0** The ITS and signal networking devices located within the project limits are a crucial part of the traffic operation system for this area. It is imperative that the downtime be kept to a minimum when adding, removing, or modifying any existing ITS and signal networking devices. This may require the contractor to perform work that will affect existing network devices during nighttime and/or weekend hours, at the discretion of the Engineer. Allowable timeframes for this work will be subject to the need for ITS devices in the area to be used to manage other traffic impacting workzones.

**4.0 Basis of Payment.** No direct payment shall be made for compliance with this provision.



## END OF JOB SPECIAL PROVISION JSP-11

### JSP – 12 MODOT ITS EQUIPMENT WITHIN PROJECT LIMITS

- 1.0 Description.** MoDOT owned fiber optic cable and conduit, critical MoDOT power supplies and power cables, and pullboxes for fiber and power cabling, are present within the limits of this project. Damage or interruption of these items can cause extensive outages to the MoDOT network.
- 2.0 Construction Requirements.** The contractor shall exercise reasonable care while completing work near these facilities, and shall take steps necessary to protect these facilities from damage for all items that are not specifically identified as being removed and/or relocated in the plans. Should any of the existing wiring or conduit be damaged by the contractor, it shall be replaced at the contractor's expense and the system in full operation within 4 hours of when the damage occurred. If it is mutually agreed upon between the Commission and the Contractor that the repairs will require more than 4 hours to complete, a mutually agreed upon time for repairs to be complete will be determined.
- 2.1** The contractor shall not modify any existing network or electrical connections within equipment cabinets, unless coordinated with MoDOT ITS staff. Existing connections include, but are not limited to, fiber jumpers, CAT5(e) cables, power supplies, and power strips. The connection to specific fiber and copper ports on network equipment shall also not be modified, unless coordinated with MoDOT ITS staff, as the network equipment has been configured specifically for each equipment cabinet. Significant network outages and unnecessary troubleshooting to investigate outages can occur, even with minor changes to existing connections within the cabinet.
- 3.0 Liquidated Damages.** In the event of damage, if the system is not repaired and in full operation within 4 hours of the damage occurring, or within the timeframe agreed upon, the contractor will be charged with a liquidated damage specified in the amount of \$100.00 per hour for each full hour that the system is not fully operational. This damage will be assessed independently of the liquidated damages specified elsewhere in the contract.
- 3.1** The MoDOT Engineer will also have the option of issuing a work order for MoDOT's on-call ITS Maintenance contractor to make repairs, if it is the Engineer's opinion that the contractor creating the damage will not be able to make repairs in a timely manner. The ITS Maintenance contractor will then bill the contractor causing the damage directly.
- 4.0 Basis of Payment.** No direct payment shall be made for compliance with this provision.

## END OF JOB SPECIAL PROVISION JSP-12



## JSP – 13 NETWORK CONNECTED SIGNAL MONITOR

**1.0 Description.** The Commission's signal cabinet shall have a flashing yellow arrow compatible monitor installed with an internal RJ-45 plug for 10/100 Ethernet communication that is connected to the Commission's computer network through Commission furnished Ethernet switch and allow a remote user running the monitor's software to interface with any specific monitor.

### **2.0 Performance.**

**2.1 Inputs. If video detection is used,** inputs into controller shall be via SDLC port. Signal cabinet to be TS2 Type 2 setup with 3 ea. SDLC connectors and the monitor to be a Malfunction Management Unit (MMU).

**2.2 Status and Event Logging.** Monitor shall be able to remotely communicate, at a minimum, active status, current faults, and event logs for at least the previous 7 days.

**2.3 Flashing Yellow Arrow.** Monitor shall be capable of operating a flashing yellow arrow for left turns by utilizing unused yellow channels on the pedestrian load switches.

**2.4 Software and Configuration.** Software needed to communicate to any network-enabled monitor shall be provided to the Commission for an unlimited number of users.

### **3.0 Construction Requirements.**

**3.1 Requirements.** Construction requirements shall conform to Sections 902 and 1092.

**3.2 Setup and Training.** A minimum of one day of training shall be provided in the operation, setup communication and maintenance of the monitors.

**3.3 Acceptance Testing.** Contractor shall demonstrate that all network-connected monitors are remotely communicating and individually addressable via supplied software and Commission furnished devices from the Commission's St. Louis Traffic Management Center in order to satisfy the requirements of this provision. No direct payment will be made for this testing.

**4.0 Method of Measurement.** Method of measurement shall conform to Sec 902.

**5.0 Basis of Payment.** No direct payment will be made for the software. Payment will be considered full compensation for all labor, equipment, and material to complete the described work other than Commission furnished devices needed to complete the network connections. Payment will be made as follows:



Item No.	Type	Description
902-99.02	Each	Network Connected Signal Monitor

END OF JOB SPECIAL PROVISION JSP-13

**JSP – 14**  
**SYNCHRONOUS DATA LINK CONTROL (SDLC) PANEL**

**1.0 Description.** The contractor shall install an SDLC panel at the intersections listed in the plans. The contractor shall then connect the signal controller and signal monitor to the SDLC panel at the locations listed in the plans. The TS2 Type 1 standard uses EIA-485 serial communications interfaces and Synchronous Data Link (SDLC) communication protocol to link the major cabinet components. The SDLC panel allows the signal controller and the signal monitor to exchange information.

**2.0 Basis of Payment.** Payment for the installation of SDLC panels shall be made by each and shall be considered full compensation for all contractor-provided equipment, connection cables, labor, and material needed to complete the described work. Payment will be made as follows:

Item No.	Type	Item Description
902-99.02	Each	SDLC panel

END OF JOB SPECIAL PROVISION JSP-14

**JSP – 15**  
**UNINTERRUPTABLE POWER SUPPLY**

**1.0 Description.** The traffic signals being constructed at Jeffco Blvd. and Tenbrook Rd. shall include an “Uninterruptible Power Supply” (UPS) specifically constructed and NEMA approved for traffic signal operation at each location.

**2.0 Location and Cabling.** UPS shall be installed separate from the signal cabinet and installed in the same cabinet as the power supply. In addition to the power cables from the UPS to the signal cabinet, the contractor will route but not connect a CAT-5 cable between the UPS RJ-45 port and the Ethernet switch in the signal cabinet, and also a serial cable connected to the UPS and of sufficient length to be terminated to the D-plug panel in the signal cabinet. The CAT-5 cable and serial cable will be run in a separate conduit from the power cables into the cabinet. All conduits will be internal and not visible from the exterior of either the UPS or signal cabinet.

**2.0 Input Specifications.** Each UPS system shall have the following input requirements:

- a) A nominal input voltage of 120VAC.

- b) An input voltage range of 85 to 175VAC.
- c) Two (2) input voltage boost modes.
- d) Boost-1 shall increase the input voltage from 94 to 115VAC.
- e) Boost-2 shall increase the input voltage from 85 to 101VAC.
- f) Two (2) input voltage buck modes.
- g) Buck-1 shall decrease the input voltage from 154 to 124VAC.
- h) Buck-2 shall decrease the input voltage from 175 to 142VAC.
- i) A user configurable power quality (PQ) option with default values of:
- j) High line disqualify shall be 130VAC.
- k) High line qualify shall be 128VAC.
- l) Low line qualify shall be 105VAC.
- m) Low line disqualify shall be 100VAC.
- n) Input current shall be less than 16A with nominal line voltage, full load on the output and charger set at 10A.
- o) Shall have 50/60Hz automatic frequency detection with built-in class A EMI filter and transient suppression.

**3.0 Output Specifications.** Each UPS system shall have the following output requirements:

- a) The output voltage of the UPS shall be 120VAC  $\pm$ 10% in line mode.
- b) The output voltage of the UPS shall be 120VAC  $\pm$  6% in backup mode.
- c) The output frequency of the UPS shall be 60Hz  $\pm$  5% in line mode.
- d) The output frequency of the UPS shall be 60Hz  $\pm$  5% in backup mode.
- e) The output waveform of the UPS shall be sinusoidal.
- f) The output voltage total harmonic distortion (THD) shall be less than 3% with a resistive load.
- g) The efficiency of the UPS at nominal line voltage shall be greater than 98%.
- h) The efficiency of the UPS in backup mode shall be greater than 84%.
- i) The step-load response of the UPS shall be full recovery in ½-cycle @ 50% change with a resistive load.
- j) The transfer time of the UPS line to backup and backup to line shall be 5ms typical.
- k) The line qualification time of the UPS shall be user selectable at 3, 10, 20, 30, 40 and 50sec.
- l) The line qualification time of the UPS default shall be three (3) seconds.

**4.0 Battery and Charger Specifications.** Each UPS system shall have the following specifications for the battery and charger:

- a) The nominal battery voltage of the UPS shall be 48VDC.
- b) The battery charger current of the UPS shall be user programmable for 3, 6 and 10A.
- c) The battery charger current default setting for the UPS shall be 6A.
- d) The battery charger in the UPS shall turn OFF when the battery temperature is 50°C.
- e) The UPS shall have a user programmable temperature compensated battery charger with setting for -2.5, -4, -5 and -6 mV/°C/Cell.
- f) The UPS shall have a temperature compensated battery charger with a default setting of -5mV/°C/Cell.
- g) The UPS shall have a battery charger with a float voltage of 56VDC maximum.
- h) The UPS shall have a user configurable low battery warning.

- i) The UPS shall have a default low battery warning set at 47VDC to indicate 40% remaining battery capacity.
- j) The UPS shall have a low battery shutdown set for 42VDC (10.5VDC per battery).

**5.0 Protection Specifications.** Each UPS system shall have the following specifications for protection:

- a) The UPS shall have a 250VAC @ 20A input circuit breaker.
- b) The UPS shall have a 50A battery circuit breaker.
- c) The UPS shall have electronic short circuit protection when operating in backup mode.
- d) The UPS shall indicate an overload warning with a flashing alarm LED when the load is between 95% and 105% of the rated output for the UPS.
- e) The UPS shall shutdown in two (2) minutes when operating in backup mode when the load is between 106% and 115% of the rated output for the UPS, and the fault LED shall turn ON. The fault LED shall clear when the overload is removed and the utility line power returns.
- f) The UPS shall shutdown in one (1) minute when operating in backup mode when the load is greater than 115% and the fault LED shall turn ON. The fault LED shall clear when the overload is removed and the utility line power returns.
- g) The UPS shall disable the backup mode function when operating in line mode if the load exceeds 115% of the rated output for the UPS. The alarm shall be reset when the overload condition is removed.
- h) The UPS shall display an alarm LED if the battery ambient temperature is greater than 75°C and disable the backup mode function. The alarm shall clear when the battery ambient temperature is less than 70°C.
- i) The UPS shall display a fault LED when operating in backup mode and shutdown the inverter if the internal temperature is greater than 110°C. The fault shall clear when the utility power returns and the internal temperature is less than 90°C.
- j) The UPS shall have output over-voltage protection to electronically shutdown the UPS if the output voltage exceeds 132VAC.
- k) The UPS shall disable the battery charger in two (2) seconds and display an alarm LED if the battery voltage exceeds 59VDC. The alarm shall be cleared and charge enabled when the battery voltage drops to less than 57VDC.
- l) The UPS shall limit the charger voltage to 52VDC in the event the battery probe is not installed.
- m) The UPS shall have a battery circuit breaker with reverse polarity protection. The battery circuit breaker shall trip in the event the battery polarity is wired incorrectly.
- n) The UPS shall have protection for electrical backfeed to the utility that meets UL 1778 and CSA C22.2 No. 107.1.3 requirements.
- o) The UPS shall have user selectable settings that are password protected.
- p) The UPS shall be cooled by a variable speed fan that is microprocessor and PWM controlled. The fan shall be OFF when the ambient temperature is less than 40°C.
- q) The UPS shall display an alarm LED to indicate the fan is enabled but not turning.
- r) The UPS shall have a fan that is field replaceable.

**6.0 Displays, Controls and Diagnostics Specifications.** Each UPS system shall have the following specifications for the noted features:

- a) The UPS shall have a two (2) line/20-characters LCD display and control panel that can be rotated for easy user interface.
- b) The UPS shall have event and alarm logging with time/date stamping for up to 100 historical events.
- c) The UPS shall have six (6) independently programmable control relays for control and report functions.
- d) The UPS shall have two (2) independently programmable timers 0 to 8hr with two (2) times-of-day restrictions on each timer.
- e) The UPS shall be equipped with a RS-232 port, which can be connected to a laptop.
- f) The UPS shall be equipped with a SNMP Ethernet card.

**7.0 Programmable Dry Contacts.** Each UPS system shall have the following requirements for the noted features relating to dry contacts:

- a) The UPS shall have six (6) sets of normally open (NO) and normally closed (NC) single pole double-throw (SPDT) dry contact relays rated for 250VAC @1A.
- b) The UPS shall have five (5) sets of dry contact relays that are user programmable, C1 through C5, and one relay contact that is factory configured, C6.
- c) The UPS shall have dry contact relays that are user programmable via either the RS-232 or (optional) Ethernet communication ports to activate under the following conditions:
  - ON BATTERY. The relay is energized whenever the UPS switches to battery power.
  - LOW BATTERY. The relay is energized when the battery has reached a user defined low battery level of remaining useful capacity. This alarm is latched when a qualified line returns or the inverter shuts down. The default setting is 47VDC (~40%) of remaining useful battery capacity.
  - TIMER 1. The relay is energized after being in backup mode for a given amount of time. This timer is adjustable from 0 to 8hr. The default setting is two (2) hours.
  - ALARM. The relay is activated after a specific or general alarm is detected. The alarm conditions include: line frequency, low output voltage, no temperature probe, overload, unconnected batteries, high temperature (>55°C) and low temperature (<-20°C).
  - FAULT. The relay is activated after a specific or general fault is detected. These faults include: short circuit, low battery voltage (<41VDC), high battery voltage (> 59VDC), overload and over temperature (>75°C).
  - OFF. The relay is disabled and will not activate under any condition.
  - TIMER 2. Same as TIMER 1.
  - TIMER 3. Same as TIMER 1.



- AC/DC FAN CONTROL. The relay is activated when the battery ambient temperature is greater than 35°C or at a user programmable threshold from 25 to 55°C @ 5°C increments.
  - The UPS shall have a default dry contact relay configuration of:
    - C1            ON BATT
    - C2            LOW BATT
    - C3            LOW BATT
    - C4            TIMER
    - C5            ALARM
    - C6            48VDC

**8.0 Mechanical.** Each UPS system shall have the following mechanical requirements:

- a) The UPS shall have AC input and AC output terminal blocks mounted on the front panel. The terminal blocks shall be Weco p/n 324-HDS/03 or equivalent.
- b) The UPS shall have six (6) user programmable dry contact relay terminal blocks on the front panel. The terminal blocks shall be JITE p/n PTB750B-03-1-03-3 or equivalent.
- c) The UPS shall have one (1) user input and one (1) Automatic Transfer Switch (ATS) terminal block on the front panel. The terminal blocks shall be JITE p/n PTB750B-03-1-03-3 or equivalent.
- d) The UPS shall have a DE-9 RS-232 connector on the front panel.
- e) The UPS shall have an RJ45 Ethernet connector on the front panel.
- f) The UPS shall have a battery connector on the front panel. The battery connector shall be an Anderson p/n SB50 or equivalent.
- g) The UPS shall have a RJ14 battery temperature probe connector on the front panel.

**11.0 Environmental.** Each UPS system shall have the following environmental requirements:

- a) The operating temperature range of the UPS shall be -40° to 55°C with the capability of operating @ 800W for up to 2hr at 74°C ambient.
- b) The storage temperature range of the UPS shall be -40° to 75°C.
- c) The operating and storage humidity (non-condensing) range of the UPS is up to 95% RH.
- d) The altitude operating range of the UPS is up to 12,000ft with a de-rating of 2°C per 1000ft above 4500ft.
- e) The UPS shall be shipped in materials designed to meet requirements for ISTA program.
- f) The UPS shall pass electrical safety standards UL1778, CSA 22.2 No. 107.3, EN50091-1-1-2 and EN60950.
- g) The UPS shall pass emission standards FCC Subpart J Level A for conducted and radiated EMI CISPR22, EN55022 Level A for conducted and radiated EMI.
- h) The UPS shall pass Immunity standards:
  - i) EN61000-4-2: ESD (Electrostatic discharge).
  - j) EN61000-4-3: Radiated immunity.
  - k) EN61000-4-4: EFT (Electrical fast transient).
  - l) EN61000-4-5: Surge.

- m) EN61000-4-6: Conducted (Power and signal lines).
- n) EN61000-4-8: Power frequency magnetic.
- o) EN61000-3-2: Harmonic distortion.
- p) The UPS shall display agency approval mark "cCSAus" on the manufacturer's nameplate label

**12.0 Manual Bypass Switch.** Each UPS system shall include a manual bypass switch (MPS) with the following specifications:

- a) The MBP shall be a self-contained module separate from the UPS
- b) The MBP shall be shelf or rack mountable.
- c) The MBP shall have terminal blocks labeled "AC Input", "AC Output", "To UPS" and "From UPS".
- d) The MBP shall be a Break-Before-Make rotary switch.
- e) The MBP shall be rated at 120VAC @ 20A.
- f) The MBP shall have a 5-15R duplex receptacle connected to utility line.
- g) The MBP shall have a 5-15R receptacle labeled "Optional LA-P" to facilitate a plug-in surge suppressor.
- h) The MBP shall have a 5-15R receptacle labeled "Optional Battery Heater Mat" to provide non-standby power to a battery heater mat.
- i) The MBP shall have two (2) positions: one labeled "UPS" to connect the utility line to the UPS, and one labeled "Bypass" to connect the utility line to the load.
- j) The MBP shall have a 15A circuit breaker labeled "AC Input".
- k) The MBP shall have a 15A circuit breaker labeled "AC Output".

**13.0 Automatic Transfer Switch.** Each UPS system shall include an automatic transfer switch (ATS) with the following requirements:

- a) The ATS shall be rated for 120VAC @ 40A.
- b) The ATS shall be shelf or rack mountable.
- c) The ATS shall transfer the load to UPS when the utility line fails or is unqualified.
- d) The ATS shall transfer the load to utility line when the utility line is available and qualified.
- e) The ATS shall be activated by a 48VDC input from the UPS.
- f) The ATS shall have a terminal block labeled "L IN", "NEUT", "GRD" and "L OUT".
- g) The ATS shall have a six (6) foot line cord labeled "UPS IN".
- h) The ATS shall have a six (6) foot line cord labeled "UPS OUT".
- i) The ATS shall have a 5-15R duplex receptacle connected to utility line.
- j) The ATS shall have a 5-15R receptacle labeled "Optional LA-P" to facilitate a plug-in surge suppressor.
- k) The ATS shall have a 5-15R receptacle labeled "Optional Battery Heater Mat" to provide non-standby power to a battery heater mat.

**14.0 Automatic Bypass Switch.** Each UPS system shall include an automatic bypass switch (ABS) with the following requirements:

- a) The ABS shall be rated for 120VAC @ 20 amps.

- b) The ABS shall be shelf or rack mountable.
- c) The ABS shall connect the UPS to the load to allow the UPS to continuously power the load.
- d) The ABS shall transfer the load to utility line when there is no UPS output voltage.
- e) The ABS shall be activated by the 120VAC from the UPS.
- f) The ABS shall have a terminal block labeled "L IN", "NEUT", "GRD" and "L OUT".
- g) The ABS shall have a six (6) foot line cord labeled "UPS IN".
- h) The ABS shall have a six (6) foot line cord labeled "UPS OUT".
- i) The ABS shall have a 5-15R duplex receptacle connected to utility line.
- j) The ABS shall have a 5-15R receptacle labeled "Optional LA-P" to facilitate a plug-in surge suppressor.
- k) The ABS shall have a 5-15R receptacle labeled "Optional Battery Heater Mat" to provide non-standby power to a battery heater mat.
- l) The ABS dimensions shall be 4.6"H x 4.75"W x 6.5"D.
- m) The ABS weight shall be 4lbs.

**15.0 Generator Transfer Switch.** Each UPS system shall include a generator transfer switch (GTS) with the following requirements:

- a) The GTS shall sense when a portable generator is connected and transfer the load to the generator after a 30s delay.
- b) The GTS shall be rated for 120VAC @ 20A.
- c) The GTS shall be shelf or rack mountable.
- d) The GTS shall have a terminal block labeled "AC INPUT", "AC OUTPUT" and "GENERATOR INPUT".

**16.0 Batteries.** The batteries for the UPS system shall meet the following requirements:

- e) The batteries shall be Gel Cell Valve Regulated Lead Acid (VRLA) type specifically designed for outdoor use.
- f) The batteries shall be designed for "Float Service" to provide 100% out-of-box runtime capacity.
- g) The batteries shall have Silver Alloy positive plates.
- h) The batteries shall have a five (5) year full replacement, non-prorated warranty.
- i) The battery capacity rating at 20hr shall be 94Ah.
- j) The battery shall be 12VDC.
- k) The number of batteries in the system shall be four (4) or eight (8).
- l) The batteries shall be connected to provide 48VDC.
- m) Batteries for each location shall provide full power for all devices shown on the plans that are powered through the signal cabinet for three (3) hours and then send the signal into all red flash and power that state for an additional three (3) hours.
- n) Battery Heater Mat
  - i. The battery heater mats shall be available in four (4) battery and single (1) battery sizes.
  - ii. The single battery heater mat shall allow for a Master-Slave configuration so two (2) or more mats can be ganged together.



- iii. The battery heater mats shall plug into a 120VAC/5-15 receptacle.
- iv. The battery mats shall be thematically controlled, turning ON at 5°C and turning OFF at 15°C.
- v. The battery mats shall be thermally fused for 82°C to prevent thermal runaway.

**17.0 Battery Charge Management System.** Each UPS system shall have a battery charge management system with the following requirements:

- a) The battery charge management system shall spread the charge voltage equally across all batteries.
- b) The battery charge management system shall compensate for batteries with different internal resistances.
- c) The battery charge management system shall have a quality of final balance of  $\pm 100\text{mV}$  maximum between any two (2) batteries in the string.
- d) The battery charge management system shall have reversed polarity protection.
- e) The battery charge management system shall be designed to CSA C22.2 No. 107.1 and UL 1778 Standards for safe unattended operation.

**18.0 Surge Suppression.** Each UPS system shall have the following requirements for surge suppression:

- a) The surge suppression shall provide protection from voltage transients appearing on the utility line.
- b) The surge suppression shall be a plug-in module that is field replaceable.
- c) The surge suppression shall have a LED indicator that turns OFF when the module is no longer providing protection.
- d) The surge suppression shall have a clamping voltage of 150VAC.
- e) The surge suppression shall have a response time of less than one (1) nanosecond.

**19.0 Construction Requirements.** Construction requirements shall conform to Sec 902. Any exceptions to these requirements will be approved by the engineer before system installation.

**20.0 Method of Measurement.** Method of measurement shall conform to Sec 902.

**21.0 Basis of Payment.** Payment will be for 1 unit shall be included in the pay item 902-86.21 "Power Supply Assembly, Type 2 w/120 Volt Ltg Cabinet & Uninterruptible Power Supply". Payment will be considered full compensation for all labor, equipment and material to complete the described work.

END OF JOB SPECIAL PROVISION JSP-15



## JSP – 16 DISPOSITION OF EXISTING SIGNAL/LIGHTING AND NETWORK EQUIPMENT

- 1.0 Description.** All controllers, cabinets, cabinet equipment, network equipment, DMS equipment, antennas, radios, modems, and other equipment noted in the plans shall be removed by the contractor.
- 2.0 Signal Equipment.** All equipment {or specific equipment listed here} other than network communication devices noted in 3.0 are to be transported to the Commission's maintenance lot located at **2309a Barrett Station Rd., Ballwin, MO 63021**. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling *Jim Collier (314) 565-6729* or *Ron Mize (314) 565-6727*.
- 3.0 Network Communication Devices.** Devices such as CCTV cameras and domes, video encoders, device servers, Ethernet switches, media converters, and radio assemblies are to be transported to the Commission's TMC located at **14301 South Outer Forty, Chesterfield, MO 63017**. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling *Dennis Hixson (314) 565-6726* and providing details for the delivery.
- 4.0** The contractor shall exercise reasonable care in the handling of the equipment during removal and transportation. Should any of the equipment be damaged by the contractor's negligence, it shall be replaced at the contractor's expense. The contractor shall dispose of any other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.

**Basis of Payment.** No Direct Pay.

END OF JOB SPECIAL PROVISION JSP-16

## JSP – 17 PEDESTRIAN SIGNAL HEADS

- 1.0 Description.** This work shall consist of furnishing, installing and placing into operation any pedestrian signal heads.
- 2.0 System Requirements.** Delete Sec. 1092.1.9 in its entirety and substitute the following:
- 1092.1.9 Pedestrian Signal Heads.** Pedestrian signal heads shall be in accordance with ITE specifications and standards for pedestrian traffic control signal indications and the following:
- (a) Pedestrian signal head housings shall be constructed of a one-piece, 0.250-inch (6 mm) thick, polycarbonate material as shown on the plans. The housing shall include an integral mounting bracket designed for side-of-pole mounting on all makes of signal poles with a terminal compartment and minimum 5-position, double-row terminal block.
  - (b) The door, lens and any openings in the housing shall have gaskets or seals to exclude dust and moisture from the inside of the compartment.



- (c) Lenses shall be constructed of polycarbonate material.
- (d) Pedestrian signal head units shall be provided with a manufactured preformed rectangular visor or screen-type louver.
- (e) All plastic material shall be ultraviolet stabilized.
- (f) Indications shall be ITE Class 3 symbol messages. The "UPRAISED HAND" symbol shall be illuminated with a filled, Portland orange LED module. The "WALKING PERSON" symbol shall be illuminated with a filled, white LED module. The "Countdown" display numbers shall be illuminated with a Portland orange LED module. The LED modules shall be in accordance with applicable portions of Sec 1092.1.
- (g) Pedestrian traffic control signal faces shall be constructed such that all messages are displayed from the same message-bearing surface having a black opaque background. The "Countdown" display shall be located to the right of the "UPRAISED HAND" and "WALKING PERSON" symbols, which will be overlaid.
- (h) Pedestrian signal heads require "Countdown" displays and shall have the following features:
  - (1) Display numbers must be two digits at least 9 inches in height.
  - (2) Shall only display the "Countdown" time during the pedestrian change interval. Time displayed shall be in seconds, and begin only at the beginning of the pedestrian change interval. The flashing "UPRAISED HAND" symbol shall be concurrently displayed during the pedestrian change interval. The total time displayed at the start of the pedestrian change interval shall be automatically adjusted by the pedestrian signal head and not require any manual settings or additional wiring to the signal cabinet.
  - (3) Once the "Countdown" display reaches "0", the "Countdown" display shall blank-out until the next pedestrian change interval begins.
  - (4) If the pedestrian change interval is interrupted or shortened as part of a transition into a preemption sequence, the "Countdown" display shall go dark immediately upon activation of the preemption transition.
  - (5) A test switch shall be provided in order to test the "Countdown" display.

**3.0 Construction Requirements.** Construction requirements shall conform to Sec 902.

**4.0 Method of Measurement.** Method of measurement shall conform to Sec 902.

**5.0 Basis of Payment.** Accepted pedestrian signal heads will be paid at the contract unit price per each. Payment will be considered full compensation for all labor, equipment and material to complete the described work.

END OF JOB SPECIAL PROVISION JSP-17



## JSP – 18 DETECTOR, PUSHBUTTON W/APS FEATURE

**1.0 Description.** Audible pedestrian signals and signing will be required for all pedestrian indications at the following intersections:

- a) Jeffco & Tenbrook

**2.0 Payment.** Payment for the audible signals will be for each unit per bid item “902-99.02 – DETECTOR, PUSHBUTTON W/APS FEATURE”. This will include the pushbutton with integrated audible feature, speaker wire, power adaptors, sign mounting backplate, and one central control unit (per intersection). If the audible signals are integrated into the pushbutton assembly, no payment for standard pushbuttons will be allowed at those locations. Payment for signing will be per square foot under separate pay item.

**3.0 Installation.** Audible signals can be installed either onto the pedestrian indications or integrated as part of a pushbutton assembly. Controllers at those locations in 1.0 will be programmed to activate the pedestrian indications only by the pedestrian pushbutton. No automatic activation through the coordinated phase will be allowed.

### 4.0 Equipment

- a) **Walk Indications.** Accessible pedestrian signals shall have both audible and vibrotactile walk indications.
- b) **Vibrotactile.** Vibrotactile walk indications shall be provided by a tactile arrow on the pushbutton that vibrates during the walk interval. Tactile arrow shall be located on the pushbutton that vibrates during the walk interval. Tactile arrow shall be located on the pushbutton, have high visual contrast (light on dark or dark on light), and shall be aligned parallel to the direction of travel on the associated crosswalk.
- c) **Audible.** Accessible pedestrian signals shall have an audible walk indication during the walk interval only. The audible walk indication shall be audible from the beginning of the associated crosswalk.
- d) **Pushbutton signage.** In addition to standard pedestrian sign requirements, all pushbuttons for the locations mentioned in 1.0 shall have additional signage to indicate crosswalk direction by use of a tactile arrow and the name of the street containing the crosswalk served by the audible pedestrian signal. The sign shall be located immediately above the push button mechanism and parallel to the crosswalk controlled by the button. The street name shall be the name of the street or reasonable abbreviation whose crosswalk is controlled by the push button. Signage shall comply with ADA Accessibility Guidelines (ADAAG) 703.2 specifications for Braille and raised print.
  - a) **Arrow.** Signs shall include a tactile arrow aligned parallel to the crosswalk direction. The arrow shall be raised 0.8 mm (.03 inch) minimum and shall be 4 mm (1.5 in) minimum in length. The arrowhead shall be open at 45 degrees to the shaft and shall be 33 percent of the length of the shaft. Stroke width shall be 10 percent minimum and 15 percent maximum of arrow length. The arrow shall contrast with the background.
  - b) **Street Name.** Accessible pedestrian signals (APS) shall include street name information aligned parallel to the crosswalk direction and shall comply with Revised Draft Guidelines for



Accessible Public Rights-of-Way R409.3 or shall provide street name information in audible format.

### 5.0 Performance.

- a) **Audible Locator Tone.** Locator tone that tells the pedestrian that the intersection is equipped with APS and where it is. Pushbutton locator tones shall have a duration of 0.15 seconds or less, and shall repeat at 1-second intervals. Pushbutton locator tones shall be intensity responsive to ambient sound, and be audible 6 to 12 feet from the pushbutton, or to the building line. The locator tone shall operate during the DON'T WALK and flashing DON'T WALK intervals only and shall be deactivated when the pedestrian signal is not operative.
- b) **Verbal Wait Message.** Acknowledge tone that tells the pedestrian that they have placed a call and informational message that tells the pedestrian to "Wait to cross" street name at intersecting street name.
- c) **Verbal Walk Message.** The verbal messages shall provide a clear message that the walk interval is in effect, as well as to which crossing it applies. If available, the audio tone feature will not be used. The verbal message that is provided at regular intervals throughout the timing of the walk interval shall be the term "walk sign," which will be followed by the name of the street to be crossed.
- d) **Volume.** Automatic volume adjustment in response to ambient traffic sound level will be provided up to a maximum volume of 100 dB. The units shall be responsive to ambient noise level changes up to no more than 5 dB louder than ambient sound. Tone or voice volume measured at 36 inches from the unit, shall be 2dB minimum and 5dB maximum above ambient noise level. At installation, signal system is to be adjusted to be audible at no more than 5 to 12 feet from the system.

**Documentation and Support.** Two copies of the operation and maintenance manuals for each station shall be included.

END OF JOB SPECIAL PROVISION JSP-18

## JSP – 19 TRAFFIC SIGNAL MAINTENANCE AND PROGRAMMING

**1.0 Description.** Traffic signal maintenance and timing for this project shall be in accordance with Section 902 of the Standard Specifications, and specifically as follows.

### 2.0 Qualifications

- 2.1 The contractor shall have an experienced traffic engineer with a Professional Engineer's (PE) license in Missouri as well as a Professional Traffic Operations Engineer (PTOE) certification (hereafter referred to as "contractor's traffic engineer"). The contractor will be required to submit the name and credentials of this individual to the engineer for approval prior to any traffic signal changes in the field.
- 2.2 The contractor's traffic engineer and any staff assigned to manage the traffic signals during the project is encouraged to apply for VPN access with the





Commission. If approved, the Commission will assign a unique IP address to the contractor's traffic engineering staff, which will allow for remote access to the Commission's TransSuite system and the ability to interface with the noted signals on this project.

### **3.0 Existing Traffic Signals and Communication System**

3.1 The contractor will provide at least 2 weeks notice to the engineer before removing the fiber optic connections at this intersection. If necessary, the Commission will provide the contractor digital cellular modems to be installed in signal cabinet. Once connected to the existing controllers and communication is established the contractor will be allowed to remove the fiber connection. The modem shall remain the property and maintenance of the Commission, and shall be returned once the project has been accepted. The contractor will be responsible for re-establishing communication through the modem to controller used at this location for the duration of the project.

3.2 Once any part of an existing traffic signal or its controller within the limits of this project has been modified or adjusted by the contractor, or the contractor makes any roadway changes to reduce the traffic capacity through a signalized intersection within the limits of the project, or the contractor begins work at an intersection with signals already in operation, the contractor shall then be solely responsible for that signal's controller programming and all signal maintenance as specified in 902.2 and 902.3, except for power costs, until Final Acceptance of the project.

3.3 The engineer shall provide to the contractor at the start of the project a detailed report on the existing phasing and timing of the traffic signal, which shall be the contractor's responsibility to program. The engineer shall be available to the contractor before any changes are made to a signal or controller to answer any questions about the report. Once the contractor has modified a signal or controller for any reason, the contractor shall be solely responsible for the existing timing plans and all subsequent timing changes.

3.4 The contractor will notify the engineer of the changes no later than 1 working day after changes are programmed if unable to provide advance notice as specified in 902.2.

3.5 The contractor shall be solely responsible for maintaining the coordination of Route 61/67 at this signal to the satisfaction of the engineer until Final Acceptance of the project.

**4.0 Existing Traffic Signal Maintenance and Response.** The contractor shall respond to any signal timing complaints or malfunction complaints for those locations detailed in paragraph 2.0 as specified in 902.21.1. Response time shall be 1 hour for complaints received by the engineer between 6 AM and 6 PM on non-holiday weekdays, and 2 hours for all other times. For some cases (due to travel times or other extenuating circumstances) additional time may be acceptable within reason, but must be approved by the engineer.

**5.0 New Signal Controller Programming.** The contractor's traffic engineer will be responsible for preparing signal controller programming, coordination plans, and performing turn-on at this intersection.

5.1 The contractor's traffic engineer should convert the timing from the existing controllers into the new controller's programming format for the turn-on..



- 5.2 The engineer shall be available to the contractor before any changes are made to a signal or controller to answer any questions about the report. Once the contractor has modified a signal or controller for any reason, the contractor shall be solely responsible for the existing timing plans and all subsequent timing changes.
- 5.3 The contractor's traffic engineer shall develop coordination plan for the new signal based on existing Route 61/67 timing plans' cycle length. Any proposal to adjust the offsets or sequence of the existing Route 61/67 signals for any timing plan shall first be approved by the engineer.
- 6.0 Construction Requirements.** Construction requirements shall conform to Sec 902, 1061, and 1092.
- 7.0 Method of Measurement.** Method of measurement shall conform to Sec 902.
- 8.0 Basis of Payment.** Payment will be considered full compensation for all contractor services, installation, and labor to complete the described work.

Item No.	Type	Description
902-99.01	Each	Traffic Signal Maintenance and Programming

END OF JOB SPECIAL PROVISION JSP-19

**JSP – 20  
WORK ZONE TRAFFIC MANAGEMENT PLAN**

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

**2.0 Traffic Management Schedule**

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

**2.2** The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

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

**2.4** In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes



shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

**2.5** 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 on Clayton Road (MO HH), then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

### **3.0 Work Hour Restrictions.**

**3.1** The contractor shall not perform any construction operation on the (roadway, roadbed or active lanes) , (including the hauling of material within the project limits), during restricted periods, holiday periods or other special events specified in the contract documents.

**3.2** 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 proceeding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

**3.3** The contractor shall not perform any construction operations on the roadway, roadbed or active lanes between the hours of 7 a.m. and 9 a.m. and between 4 p.m. and 6 p.m. Monday through Friday. Working hours for evenings, weekends and holidays will be determined by the engineer.

**4.0 Detours and Lane Closures.** At least one lane of traffic in each direction on Clayton Road (MO HH) shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.

**5.0 Basis of Payment.** 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 document.

END OF JOB SPECIAL PROVISION JSP-20

### **JSP – 21 SIGNAL OPERATION DURING CONSTRUCTION**

**1.0 Description.** The contractor shall, unless otherwise approved by the engineer, keep the existing traffic signal in full operation at all times with fully functional detection on all approaches.



**2.0 Transfer to New Controller and Cabinet Assembly Operation.** The contractor shall be allowed a brief amount of time during non-peak hours as approved by the engineer to change operation from the existing signal to the new signal.

**3.0 Construction Requirements.** Construction requirements shall conform to Sec 902.

**4.0 Method of Measurement.** Method of measurement shall conform to Sec 902.

**5.0 Basis of Payment.** No direct pay shall be required for conformance to this specification.

END OF JOB SPECIAL PROVISION JSP-21

### **JSP – 22 SPECIAL EVENT BUTTON**

**1.0 Description.** This work shall consist of furnishing and installing a special event button enclosed in a weatherproof cabinet (maximum 12"x14"x4"), mounted to mast arm pole #2, at a height of 5 ft. from finished grade. The button will be wired to a powered timer relay that is user adjustable for the amount of time the relay is to be energized. The relay shall be wired to trigger the signal controller to operate in free mode when energized. The cabinet shall be secured via skeleton key lock identical to the signal cabinet police door panel lock. All hardware, banding, and miscellaneous parts (excluding the cable) will be considered incidental to this item. All work shall conform to Section 902 of the Missouri Standard Specifications for Highway Construction, 2016 edition.

**2.0 Basis of Payment.** This work shall be paid for at the contract unit price for Item Number 902-99.02 "Special Event Button", per each.

END OF JOB SPECIAL PROVISION JSP-22

### **JSP – 23 PUSHBUTTON POST**

**1.0 Description.** This work shall consist of furnishing and installing a 62" signal post as shown on the signal plans. A detail of the post, breakaway base and concrete foundation can be found in the plans. The post, breakaway base, base cover and all miscellaneous hardware necessary for a fully usable signal post will be considered incidental to this item. All work shall conform to Section 902 of the Missouri Standard Specifications for Highway Construction, current edition.

**2.0 Basis of Payment.** This work shall be paid for at the contract unit price for Item Number 902-99.02 "Pushbutton Post", per each.

END OF JOB SPECIAL PROVISION JSP-23



**JSP – 24**  
**FOX SCHOOL ENTRANCE WORK RESTRICTIONS & LIQUIDATED DAMAGES**

**1.0 Description.** No work shall be performed on the Fox School entrance, excluding signal items included in the steel order, while classes are in session. School could be in session as late as June 1<sup>st</sup>, 2018, however the Contractor may begin work as early May 21<sup>st</sup>, 2018 with the approval of the Engineer and depending on the School's "Inclement Weather Make Up Days". The intent of the provisions is to minimize the disruption to School activities due to construction operations. The Contractor shall complete all work associated with the Fox School entrance, excluding the traffic signal items listed below, before August 12<sup>th</sup>, 2018 to the satisfaction of the Engineer.

It is the Contractors responsibility to submit signal shop drawings and facilitate the steel order in a timely manner to minimize the impacts of the manufacturer's lead time on the project's schedule and meet said August 12<sup>th</sup>, 2018 restriction.

Items to be installed **prior to** the August 12<sup>th</sup>, 2018 restriction are; but not limited to; paving and removal operations, curbing, storm sewers and inlets, sidewalk, ADA ramps, pavement marking, hand holes, conduit, wire and concrete foundations (including the post mounting bracket included and pre-shipped in the steel order).

Items allowed to be installed **after** August 12<sup>th</sup>, 2018 restriction are; but not limited to; mast arms, uprights, posts, signal head, pedestrian head, pushbuttons, video detection, PTZ cameras, lighting, sign panels mounted to the proposed signals, removal of the existing signals and signal turn on. If this work is completed after the August 12<sup>th</sup>, 2018 restriction, these items must be installed at night and during a time approved by the Engineer to minimize conflicts with School activities.

**2.0 Liquidated Damages.** Liquidated Damages for failure or delay in completing the work on time as described in Section 1.0 for this contract shall be in accordance with Sec 108.8. Should the Contractor fail to complete the work on or before the completion date specified in Section 1.0, the Contractor will be charged liquidated damages in accordance with Sec 108.8 in the amount of **\$950** for each calendar day, or partial day thereof, that the work is not fully completed.

*Per Section 4 of the Notice to Bidder in the Project Contract, liquid damages could also be enforced if the entire project is not completed in the allotted calendar days specified in Section 3 of the Notice to Bidder.*

**3.0 Basis of Payment.** No direct payment will be made for the cost of equipment, labor, materials or time required to fulfill this provision.

END OF JOB SPECIAL PROVISION JSP-24

**JSP – 25**  
**ADD ALTERNATES**



**1.0 Description.** This contract requires bidders to bid on additional contract work that will be considered for award. The award of this project does not guarantee work for all add alternate sections.

Roadway Construction and Traffic Signal Improvements Jeffco Boulevard (Mo Rte 61-67) and Tenbrook Road Arnold, Missouri Federal Project # CMAQ-5403(668)	Base
CCTV Installation 910.37.00 CCTV CAMERA ASSEMBLY	Add Alternative A

Note: See plans for a breakdown of all quantities for each add alternate section.

**2.0 Consideration of Bids.** The contractor shall submit a bid for each add alternate section. The City reserves the right to award, to the lowest responsible bidder, the combination of base plus add alternate sections that will allow the most work to be completed within the City's budget of \$676,500. If the City chooses to exercise this right, the award of add alternate sections will be selected in accordance with the following priorities:

1. Base + Add Alt A
2. Base

**2.1** The City reserves the right to award the combination of highest priority add alternate sections over the City's budget as long as the low bidder does not change and the award of the combination of highest priority alternate sections does not exceed more than 2% of the City's budget, whichever is less.

**2.2** The City's budget is the basis for award of add alternates but not the basis for award of the base section. The base section of the contract will be awarded or rejected in accordance with Sec 100.

**2.3** The awarded bidder will be notified, by e-mail, of the City's selection of the combination of add alternate sections to be awarded the day of the City meeting.

**3.0 Bid Bond Requirements.** The contractor shall be required to obtain a bid bond for 5% of the total bid amount for the base bid and all add alternates. This bid bond will be considered applicable to the proposed work for any option.

**4.0 DBE Goal.** The DBE contract goal percentage specified in the Request for Bid applies to work completed for the base bid only.

**4.1** The bidder shall submit the completed "DBE Identification Submittal" information in accordance with the bid documents for the total DBE participation percentage for the base bid.

**4.2** The bid items in the add alternates may not be used toward DBE participation for the DBE goal on the base bid.



**5.0 Basis of Payment.** The accepted quantities of the chosen combination of base plus add alternate sections will be paid for by the contract unit bid price for item numbers found within the schedule of items for each section.

## END OF JOB SPECIAL PROVISION JSP-25

### JSP – 26

#### **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](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 commission'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-complaint items that are allowed to remain at the end of the construction project. Specific details of the non-complaint items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

**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, detectable 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.



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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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



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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FEDERAL AID PROVISIONS**

December 1980

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

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

Goals for Female participation for each trade

## AREA COVERED

Goals for women apply nationwide

## GOALS AND TIMETABLES

**Goals**

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

**Goals for Minority Participation for Each Trade**

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3

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

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

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

4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor;

employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

5. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" of the county, route and limits described in the proposal for the work.

July 1986

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation which this contract resulted.
  - b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes;
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contact resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the



contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.

- i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
  10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
  12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to

Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program).

#### OPERATING POLICY STATEMENT

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

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

#### SUPPLEMENTAL REPORTING REQUIREMENTS

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

#### NONDISCRIMINATION IN EMPLOYMENT

July 1990

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

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812,

May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of \$10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

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

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

Section 050

**JEFFERSON COUNTY**

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

Original Signed by

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$38.42	55	60	\$22.40
Boilermaker			\$35.41	126	7	\$30.38
Bricklayer and Stone Mason			\$32.50	72	5	\$21.80
Carpenter		e	\$36.98	77	41	\$16.30
Cement Mason			\$31.16	80	6	\$17.95
Communication Technician			\$32.22	44	47	\$9.53 + 32.75%
Electrician (Inside Wireman)			\$35.70	82	71	\$10.84 + 38.5%
Electrician (Outside-Line Construction)\Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier			\$33.40	87	31	\$24.80
Ironworker			\$33.43	11	8	\$24.775
Laborer (Building):						
General		b	\$27.36	73	7	\$13.12
First Semi-Skilled		d	\$27.36	73	7	\$13.12
Second Semi-Skilled		c	\$27.36	73	7	\$13.12
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$31.83	92	26	\$16.00
Marble Mason			\$31.83	76	51	\$14.62
Marble Finisher			\$26.42	76	51	\$13.95
Millwright			\$36.98	77	41	\$16.30
Operating Engineer						
Group I			\$32.41	3	66	\$25.13
Group II			\$32.41	3	66	\$25.13
Group III			\$30.51	3	66	\$25.13
Group III-A			\$32.41	3	66	\$25.13
Group IV			\$27.05	3	66	\$25.13
Group V			\$27.05	3	66	\$25.13
Painter			\$32.50	104	12	\$14.06
Pile Driver			USE CARPENTER RATE			
Pipe Fitter			\$38.00	91	69	\$26.93
Plasterer			\$31.56	67	3	\$17.98
Plumber			\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$31.35	15	73	\$17.12
Sheet Metal Worker			\$40.89	32	25	\$21.96
Sprinkler Fitter - Fire Protection			\$41.56	66	18	\$22.02
Terrazzo Worker			\$32.30	116	5	\$13.79
Terrazzo Finisher			\$30.54	116	5	\$12.26
Tile Setter			\$31.83	76	51	\$14.62
Tile Finisher			\$26.42	76	51	\$13.95
Traffic Control Service Driver			\$28.775	22	55	\$9.045
Truck Driver-Teamster			\$30.41	35	36	\$10.82

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



**JEFFERSON COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

**NO. 3:** 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 paid 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, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. 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 (½) of 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. 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.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 15:** Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

**NO. 22:** 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 workday 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 interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**JEFFERSON COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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

**NO. 32:** The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays will be paid at time and one-half (1 ½). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. An early starting time of 6:00 a.m. may be used mutually agreed upon by the interested parties. **SHIFT RATE:** Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday regular work day hours – 1½ of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 35:** 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 maybe 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 maybe 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.

**NO. 43:** 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.

**NO. 44:** Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars (\$2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the "shift" hourly rate.



**JEFFERSON COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 66:** Means eight (8) hours shall constitute a day's work beginning at 7:00 a.m. (or 8:00) A.M. and ending at 3:30 (or 4:30) P.M. The work week shall be forty (40) hours beginning Monday at 7:00 a.m. (or 8:00) A.M. And ending Friday at 3:30 (or 4:30) P.M. The Employer at his option may use a flexible starting time between the hours of 6:00 a.m. and 8:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

**NO. 67:** Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

**NO. 72:** Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the starting time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the starting time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

**JEFFERSON COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 73:** Means eight (8) hours shall constitute a day's work to begin at 8:00 a.m. and end at 4:30 p.m. The starting time may be advanced one (1) or two (2) hours. Employees shall receive time and one-half (1½) for all time they are required to work before 8:00 a.m., during the lunch period or after 4:30 p.m. unless the starting time is advanced as provided above. Forty (40) hours shall constitute a week's work, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five (5) eight (8) hour day's or four (4) ten (10) hour day's Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, he may work ten (10) hours Friday at straight time. All time over the regular workday as defined and all hours worked on Saturday shall be paid at the rate of one and one-half (1½) the regular rate of wages. If workmen are required to work recognized holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work. If a laborer is assisting another craft on a make-up day and the other craft is receiving overtime pay the laborer shall receive the same overtime multiple as the craft assisted. No overtime rates shall be broken down into less than thirty (30) minute units of time. Projects that cannot be performed during regular workday: Building construction work, if required by the owner, the contractor may perform work outside the normal hours and employees shall be paid applicable straight time hourly wage rate plus a premium of \$1.50 per hour for the first eight hours worked. Any hours worked in excess of eight hours shall be paid at the applicable overtime rate plus \$1.50 per hour premium. Shift work: The Employer may elect to work, one, two or three shifts on any work. When two or more shifts are worked on any operation, the first shift or day shift shall consist of eight (8) hours exclusive of lunch time; the second or swing shift consist of eight (8) hours' work for eight and one-half hours pay, exclusive of lunch time; the third or graveyard shift shall consist of eight (8) hours' work for nine (9) hours' pay exclusive of lunch time. The swing shift shall be paid twenty-five cents (\$.25) per hour above the regular rate of pay. The graveyard shift shall be paid fifty cents (\$.50) per hour above the regular rate of pay. Multiple shift (second or third shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the employer to a specific operation. However, no shift shall be started between midnight and 6:00 a.m. except the graveyard shift on a three (3) shift operation, or except in unusual or emergency, regardless if the project is working one (1) or two (2) shift. Shifts shall be established for a minimum of three (3) consecutive workdays. When 2-10 or 12 hour shifts are worked, the second shift shall receive \$.50 per hour above regular rate of pay. When the employer elects to work 2-10 or 12 hour shifts, the first 8 hours shall be at straight time rates. The remaining 2 or 4 hours shall be at the overtime rate of time and one-half.

**NO. 76:** Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

**NO. 77:** Means the regular workday 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 job site 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 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 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. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

**JEFFERSON COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 80:** 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 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. 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 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), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

**NO. 82:** 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 two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars (\$2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

**NO. 87:** Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 92:** Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

**JEFFERSON COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 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.

**NO. 116:** Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

**NO. 126:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$29.14 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**JEFFERSON COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

**NO. 6:** 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.

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

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 12:** 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.

**NO. 18:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day shall be paid at the double time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and when one of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday, and all work performed on said day(s) shall be paid at the double time rate.

**NO. 25:** All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 26:** 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 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 work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

**NO. 31:** All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

## JEFFERSON COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

**NO. 36:** 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 workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up 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.

**NO. 41:** 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 the Fourth of July, Labor Day or Christmas 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 or following Monday. Such days shall be regular workdays.

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**NO. 47:** The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

**NO. 51:** All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

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

**NO. 55:** 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 make up 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.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**JEFFERSON COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 66:** 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 plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 71:** All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday proceeding such Saturday.

**NO. 73:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$36.21	23	16	\$16.10
Cement Mason		\$31.16	17	11	\$17.95
Electrician (Outside-Line Construction\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$25.62	32	31	\$10.20 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$20.30	32	31	\$7.57 + 3%
Laborer					
General Laborer		\$29.76	2	4	\$13.17
Skilled Laborer		\$30.36	2	4	\$13.17
Millwright		\$36.21	23	16	\$16.10
Operating Engineer					
Group I		\$32.41	10	9	\$25.13
Group II		\$32.41	10	9	\$25.13
Group III		\$31.11	10	9	\$25.13
Group IV		\$27.65	10	9	\$25.13
Oiler-Driver		\$28.11	10	9	\$25.13
Pile Driver		\$36.21	23	16	\$16.10
Traffic Control Service Driver		\$28.775	26	25	\$9.045
Truck Driver-Teamster		\$30.41	25	21	\$10.82

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

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

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



## JEFFERSON COUNTY OVERTIME SCHEDULE - HEAVY CONSTRUCTION

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

**NO. 2:** 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 1 ½ 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 (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. 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 anytime it is deemed advisable and necessary for the Employer to multiple 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 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 9:** 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 in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

## JEFFERSON COUNTY OVERTIME SCHEDULE - HEAVY CONSTRUCTION

**NO. 10:** Means the regular workday 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 regular workweek shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. except as may be modified. The starting time may be either advanced or delayed one hour or two hours 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 at the applicable overtime rate. If the Employer elects to work Monday through Thursday and is stopped due to inclement weather, holidays 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) hour workweek. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (½) of 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. 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.

**NO. 17:** 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 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 A.M. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. 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 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), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

**NO. 23:** 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. For all overtime hours worked during the week or on Saturday \$15.55 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 \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**JEFFERSON COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending 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 maybe 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 maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** 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 workday 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 interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**JEFFERSON COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

- NO. 4:** 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.
- NO. 9:** 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 plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.
- NO. 11:** Means all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.
- NO. 12:** 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 one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.
- NO. 16:** 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 to 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.
- NO. 21:** 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 workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up 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.
- NO. 25:** 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 make up 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.
- NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

**CULTURAL RESOURCE ASSESSMENT  
Section 106 Review**

**CONTACT PERSON/ADDRESS**

**C:**

Ed Blattner, P.E.  
Public Works Director  
2900 Arnold Tenbrook Road  
Arnold, Missouri 63010

Raegan Ball, FHWA  
Roopa Banerjee, FHWA  
Michael Meinkoth, MoDOT

**PROJECT:**

Jeffco Blvd at Tenbrook Road Project CMAQ-5403(668), Arnold

**FEDERAL AGENCY**

FHWA

**COUNTY:**

JEFFERSON

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

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

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

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

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

By: Toni M. Prawl

Toni M. Prawl, Ph.D., Deputy State Historic Preservation Officer

December 2, 2015  
Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES  
STATE HISTORIC PRESERVATION OFFICE  
P.O. Box 176, Jefferson City, Missouri 65102

For additional information, please contact Judith Deel, (573) 751-7862. Please be sure to refer to the project number:  
011-JE-16

# Environmental Tracking Form

For Federal Aid Projects

EN/HP ID Number: 3396

**Project Number:** CMAQ 5403668 **TIP Number:** \_\_\_\_\_  
**County:** Jefferson **District:** 5  
**City:** Arnold **Bridge Number:** \_\_\_\_\_  
**Route:** Arnold Jeffco Blvd at Tenbrook Rd TIGER Grant Funds  
**Location:** Intersection of Jeffso Blvd and Tenbrook Rd

**Description:**

1) a new traffic signal with ADA compliant pedestrian accommodations and crossings; 2) an additional eastbound lane to provide a left-turn lane, through lane and a separate right-turn lane for exiting Fox High School; 3) an additional westbound lane to provide a left-turn lane, through lane and a separate right-turn lane on Tenbrook Road; and 4) upgraded pedestrian facilities (sidewalks) along the Fox School campus on the west side of Jeffco Boulevard to meet current ADA standards.

<b>NEPA Classification:</b> <u>Programmatic CE</u> <b>Programmatic Section:</b> <u>14</u>
<b>NEPA Approval Date:</b> <u>11/19/2015</u>

<b>Final Environmental Review Completed:</b> <u>10/4/2017</u>
---------------------------------------------------------------

	NA	Pending	Cleared	
<b>Section 106</b>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>12/2/2015</u>
	<u>SHPO Project No. 011-JE-16; "no historic properties affected".</u>			
<b>Farm Land Impact</b>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____
	<u>The project lies within the city limits of Arnold; therefore, it meets the Farmland Protection Policy Act definition of land committed to other uses and does not need to be further evaluated for farmland impacts.</u>			
<b>4(f) or 6(f)</b>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	_____
	<u>Section 4(f)/6(f) protected resources are not located in the project footprint according to Google Earth and ArcMap. If public lands are impacted, the sponsor shall contact MoDOT environmental staff as soon as possible.</u>			
<b>404 / 401</b>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<u>4/6/2016</u>
	<u>Project authorized by Nationwide Permit (NWP) 14. The general water quality conditions as well as USACE Nationwide permit regional conditions, and any other conditions, must be followed during project construction.</u>			

Date Received by EN/HP: 10/7/2015

Date Transmitted by EN/HP: 12/19/2017

# Environmental Tracking Form

For Federal Aid Projects

EN/HP ID Number: 3396

Floodplain Impacts

8/29/2017

floodplain development permit approved. Project not in regulatory floodway.

T&E Impacts

3/27/2016

USFWS IPaC website review recommends consideration for the following federal T&E species in St. Louis County: Least Tern, Piping Plover, and Red Knot; Pink Mucket, Scaleshell mussel, Sheepnose Mussel, Snuffbox mussel, and Spectaclecase; Gray, Indiana, and Northern Long-eared bats. This is a project in an urbanized area. No impacts to aquatic habitats supporting listed species, no tree clearing, clearing will be of brush type vegetation, No caves will be directly impacted by this project. MoDOT has determined that this project will have no effect on T&E species.

Hazardous Waste

\_\_\_\_\_

Based on project description and/or observation, there should be no hazardous waste site concerns. The potential to encounter wastes from sites unknown to MoDOT should always be a consideration. Any unknown sites that are found during project construction will be handled in accordance with Federal and State Laws and Regulations.

Noise

\_\_\_\_\_

The turning lane addition does not qualify as a Type I project. This is a Type III project, a noise analysis is not required.

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


Date Received by EN/HP: 10/7/2015

Date Transmitted by EN/HP: 12/19/2017

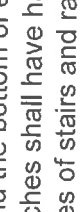
# ADA CHECKLIST

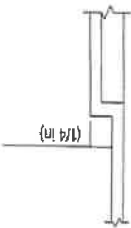
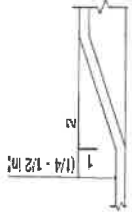



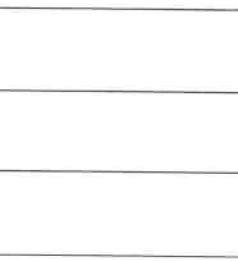
Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

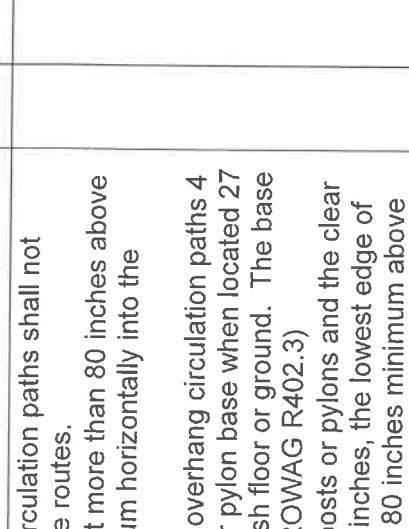
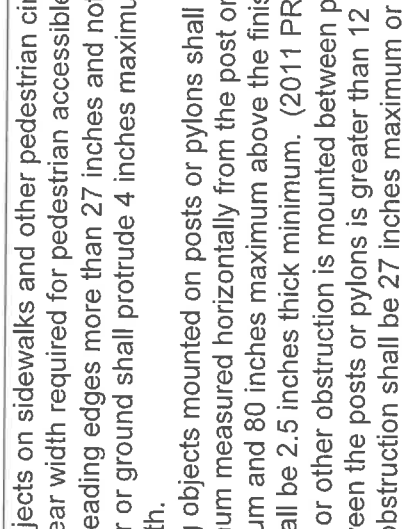
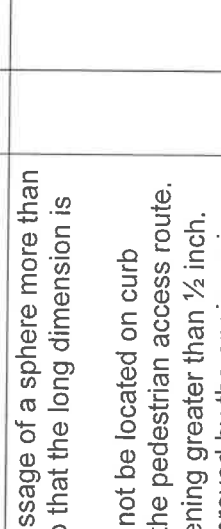
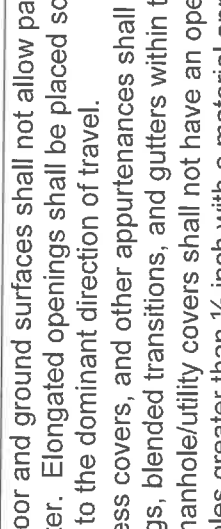


Pedestrian Access Route (PROWAG R204) Requirements <sup>1</sup>		YES	NO	NA
<p><b>Figures/Examples</b></p> <p><b>Sidewalk Width</b></p> 	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb.</li> <li>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.</li> <li>MoDOT Sidewalks shall be 5 feet wide minimum. <sup>2</sup></li> <li>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. <sup>2</sup></li> <li>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. <sup>2</sup></li> <li>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.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>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.</li> </ul>			
<p><b>Passing Spaces</b></p>	<ul style="list-style-type: none"> <li>Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum.</li> <li>Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.</li> </ul>			
<p><b>Sidewalk Running Slope</b></p> <p>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"> <li>The running slope of a pedestrian access route shall be 5 percent maximum.</li> </ul> <p><b>Roadway Grade Exception:</b> 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"> <li>Running Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			



Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Sidewalk Cross Slope</b> 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"> <li>The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent).</li> <li>In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant.</li> <li>Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			
<p><b>Sidewalk Ramps</b> 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"> <li>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.</li> <li>The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>Cross slope of ramp runs shall be 2 percent maximum.</li> <li>The rise for any ramp run shall be 30 inches maximum.</li> <li>Ramps shall have landings at the top and the bottom of each ramp run.</li> <li>Ramp runs with a rise greater than 6 inches shall have handrails.</li> <li>Handrails shall be provided on both sides of stairs and ramps.</li> <li>Edge protection shall be provided on each side of ramp runs.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>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.</li> </ul>			

Figures/Examples	Requirements 1	YES	NO	NA
<p data-bbox="149 1696 181 1948">Vertical Alignment</p>   	<p data-bbox="116 814 149 1024">Requirements 1</p> <ul data-bbox="149 394 815 1486" style="list-style-type: none"> <li>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.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route.</li> <li>Grade breaks shall be flush.</li> <li>Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> <li>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.</li> <li>Changes in level at grade breaks shall be flush.</li> <li>Changes in level of 1/4 inch high maximum shall be permitted to be vertical.</li> <li>Changes in level between 1/4 inch high maximum and 1/2 inch high maximum shall be beveled with a slope not steeper than 1v:2h.</li> <li>The bevel shall be applied across the entire level change.</li> <li>Changes in level greater than 1/2 inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Landing</b> 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>  <p>The diagram shows a cross-section of a landing. It is divided into three main sections: 'Approach' on the left, 'Ramp' in the middle, and 'Flare' on the right. The 'Approach' section is a flat horizontal surface. The 'Ramp' section is a sloped surface connecting the approach to the flare. The 'Flare' section is a flat horizontal surface that is wider than the ramp. Below the ramp and flare sections, there is a 'Gutter' indicated by a horizontal line.</p>	<ul style="list-style-type: none"> <li>• The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum.</li> <li>• The landing clear length shall be 5 feet long minimum.</li> <li>• Landing slopes shall be 2 percent maximum.</li> <li>• Changes in level at grade breaks shall be flush.</li> <li>• 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.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• 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.</li> </ul> <p><b>Roadway Grade Exception:</b> 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"> <li>• Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			

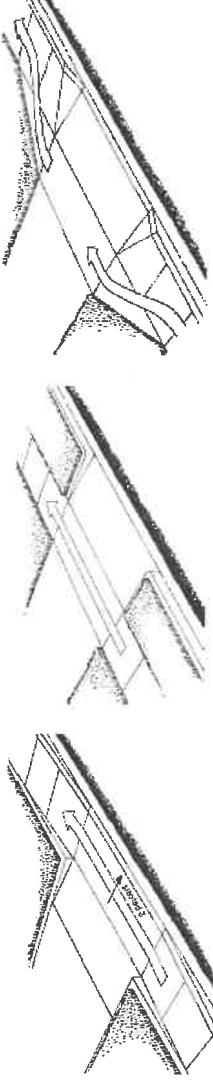
Figures/Examples	Requirements 1	YES	NO	NA
 	<ul style="list-style-type: none"> <li>• Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.</li> <li>• Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.</li> <li>• 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)</li> <li>• 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.</li> <li>• 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.</li> <li>• 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.</li> </ul>			
    <p>predominant direction of traffic</p> <p>long dimension perpendicular to predominant direction</p> <p>Wrong installation</p>	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• 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.</li> </ul>			

### ENTRANCES (PROWAG R301)

#### Requirements <sup>1</sup>

YES	NO	NA

- 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. <sup>2</sup>



#### Figures/Examples



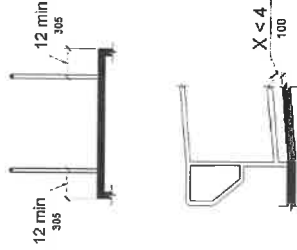
### EDGE PROTECTION (PROWAG R406.8)

#### Requirements <sup>1</sup>

YES	NO	NA

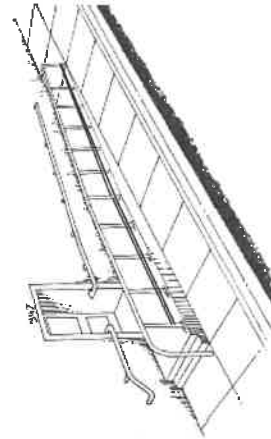
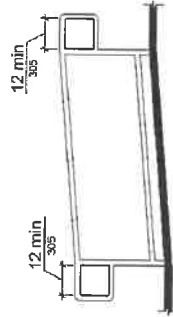
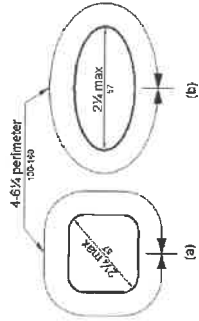
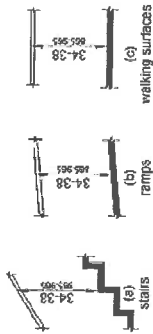
- Edge protection shall be provided on each side of ramp runs and at each side of ramp landings.
- A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface.
- Edge-protection shall 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 1/2 inch maximum within 10 inches horizontally of the minimum landing area.

#### Figures/Examples



## HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)

### Figures/Examples



### Requirements<sup>1</sup>

- 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

**STAIRWAYS (PROWAG R407)**

**Requirements 1**

- 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.

**Figures/Examples**



YES

NO

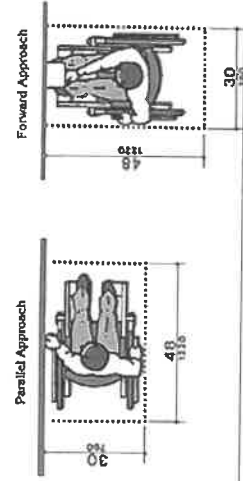
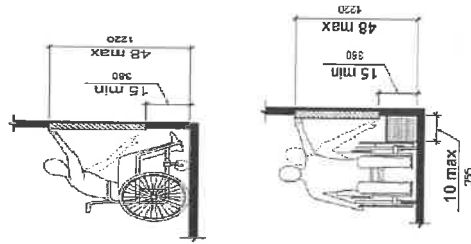
NA

**UNOBSTRUCTED REACH RANGES (PROWAG R404)**

**Requirements 1**

- Forward Reach**
- 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.
- Side Reach**
- 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**



YES

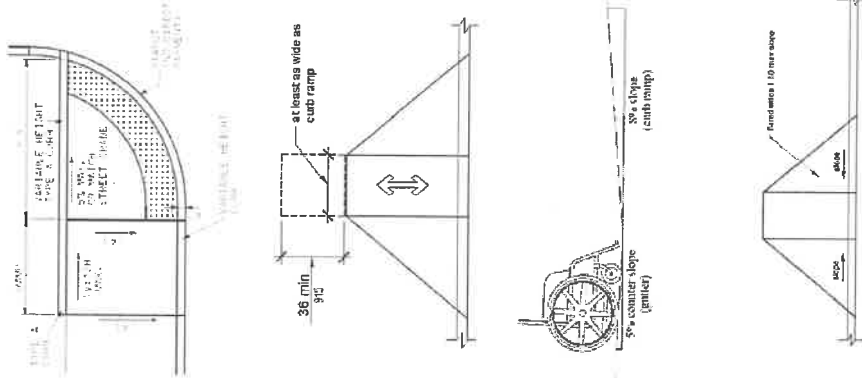
NO

NA

**CURB RAMPS (PROWAG R303)**  
Requirements<sup>1</sup>

**Figures/Examples**

A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.



**15 Foot Rule:** For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.

- The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.
  - Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.
- Exception: 15 Foot Rule:** The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.
- Cross slope of ramp runs 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.
  - Ramps shall have landings at the top and the bottom of each ramp run.
  - The landing clear width shall be at least as wide as the widest ramp run leading to the landing.
  - The landing clear length shall be 5.0 feet long minimum.
  - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.
  - Handrails and Edge protection shall not be required on curb ramps and their landings.
  - Curb height = 0 inches within curb ramp spaces. 2
  - Curb ramps must be flush with street.
  - The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)
  - The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
  - 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.
  - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.
  - 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.
  - Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.

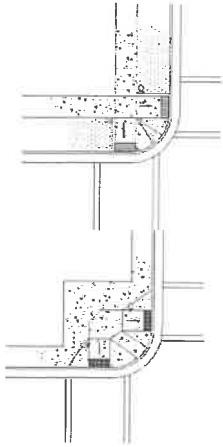
YES

NO

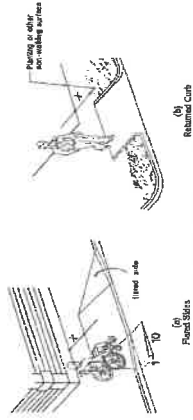
NA



**Figures/Examples**



Perpendicular Ramps



X = 4' Min.

Flared Sides in Pathway Not in Pathway

**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.



**Requirements 1**

- 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.

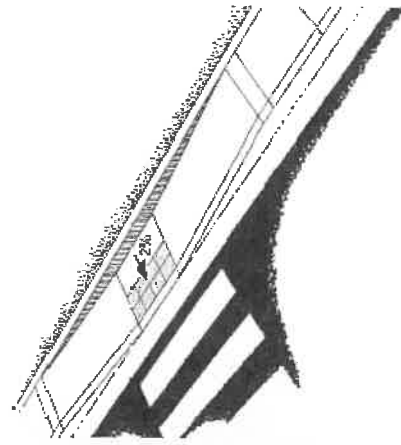
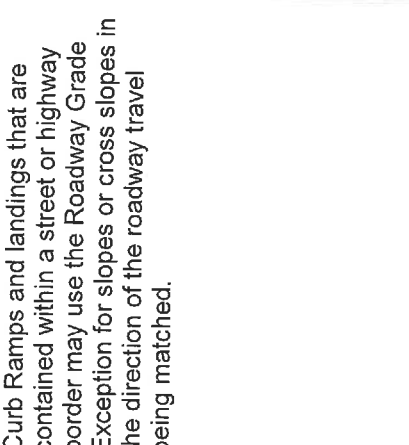
**Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or 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.

- 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.

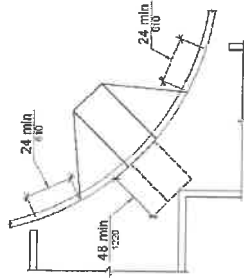
YES

NO

NA

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p>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"> <li>• <b>Parallel curb ramps</b> shall have a running slope that is in-line with the direction of sidewalk travel.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• 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.</li> <li>• The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> </ul> <p><b>Roadway Grade Exception:</b> 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"> <li>• 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.</li> <li>• Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• 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.</li> </ul>			
	<ul style="list-style-type: none"> <li>• <b>Blended Transitions</b> shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.</li> <li>• The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.</li> <li>• Detectable warning surfaces shall be provided where a blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.</li> <li>• 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.</li> </ul>			

Figures/Examples



Requirements 1

- **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.
- 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.
- 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.

YES

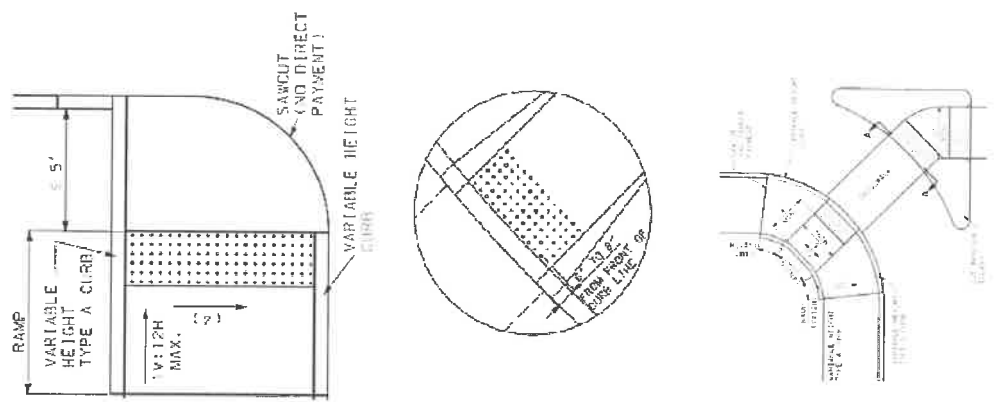
NO

NA

**DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)**

**Figures/Examples**

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.



**Requirements<sup>1</sup>**

- 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.<sup>2</sup>
- Detectable warnings shall not be stamped into concrete.

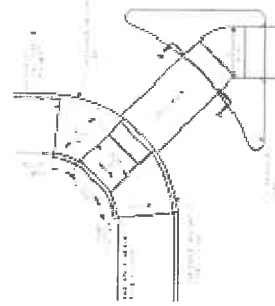
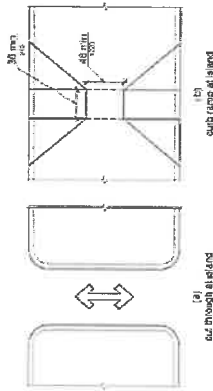
YES

NO

NA

**ISLANDS AND MEDIANS (PROWAG R305.4)**

**Figures/Examples**

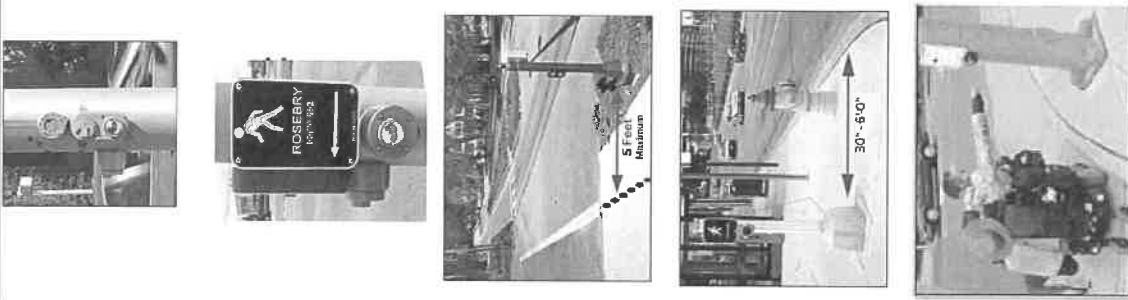


**Requirements<sup>1</sup>**

- 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. <sup>2</sup>
  - 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**

- 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.

**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.

- Pedestrian signals shall comply with PROWAG 2005 R306.
  - 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.

YES

NO

NA

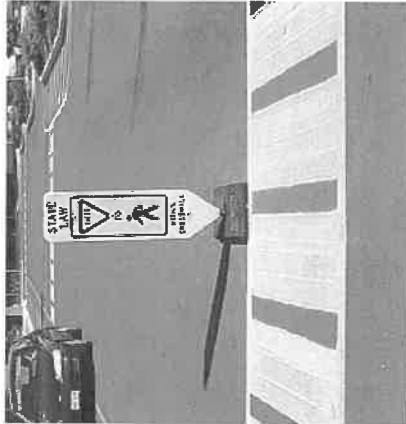
**PEDESTRIAN STREET CROSSINGS (PROWAG R305)**

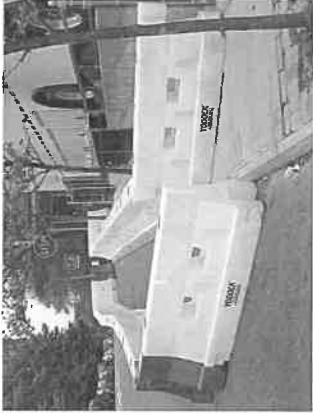
**Requirements<sup>1</sup>**

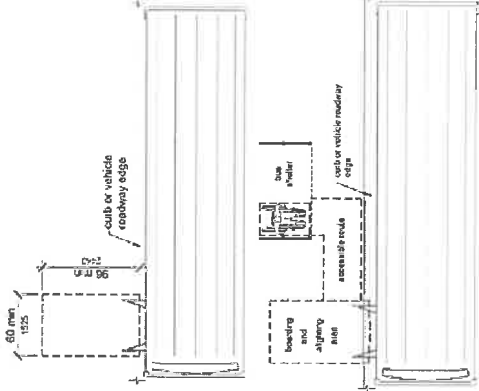
**YES NO NA**

**Figures/Examples**

- 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 APL
- 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)		YES	NO	NA
<p><b>Figures/Examples</b></p> 	<p><b>Requirements</b><sup>1</sup></p> <ul style="list-style-type: none"> <li>Alternate circulation paths shall contain a pedestrian access route.</li> <li>To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route.</li> <li>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.</li> <li>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).</li> <li>A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface.</li> <li>Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface.</li> <li>Support members shall not protrude into the alternate circulation path.</li> </ul>			

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)		YES	NO	NA
<p><b>Figures/Examples</b></p> 	<p><b>Requirements</b><sup>1</sup></p> <ul style="list-style-type: none"> <li>Bus stop boarding and alighting areas shall have a firm, stable surface.</li> <li>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.</li> <li>Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route.</li> <li>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.</li> <li>Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter.</li> <li>Bus shelters shall be connected by an accessible route to a boarding and alighting area.</li> </ul>			



<sup>1</sup> 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.)

<sup>2</sup> 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.

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

# ***SAMPLE***

## **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)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

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

**CONTRACT FORMS**

The following forms can be added to this proposal boilerplate to make it an actual contract.

Fig. 136.10.3 Sample Contract Agreement

Fig. 136.10.4 Sample Contract Bond

Fig. 136.10.5 Sample Contractor's Acknowledgement