Federal Project Number: STP-5401(664)

The Land Clearance for Redevelopment Authority
of the City of St. Louis
1520 Market Street, Suite 2000
St. Louis, Missouri 63103

REQUEST FOR BID

BID OF

Bidder Name_____

Bidder Address_____

_____

FOR

Lacledes's Landing Streetscape Improvements for
Second Street from Washington Avenue to Morgan Street
And for First Street to the extent that funding allows

St. Louis, Missouri

INVITATION FOR BID

The Land Clearance for Redevelopment Authority of the City of St. Louis ("Authority") will receive sealed bids for Laclede's Landing Streetscape Improvements for Second and First Streets, Federal Project Number STP-5401(664).

All bids are to be submitted pursuant to the terms and conditions in this Invitation, the Notice to Contractors, and all other material contained or incorporated by reference in these Bid Documents.

The project, in general, consists of a qualified general contractor licensed by the City of St. Louis ("City") providing all construction services to the Authority for the work contemplated herein to include furnishing all materials, equipment, tools and labor and executing all work necessary for the Improvements for First and Second Streets in strict accordance with all requirements of these specifications and the drawings made a part thereof. Project work includes, but is not limited to, removal of improvements, grading, resetting cobblestones, concrete paving, curbs and drive entrances, fire hydrant relocations, street lighting and landscaping, traffic control, storm drainage, concrete sidewalks and coordinating utility relocations. The base bid encompasses Second Street, Washington Avenue to Morgan Street. Add alternates address the adding of certain portions of First Street insofar as the Authority's award budget will allow.

The Bidders are expected to familiarize themselves with the Project site prior to submission of bids.

Bids will be received by the Authority at 1520 Market, Suite 2000, St. Louis, Missouri 63103, Attention: Mr. Otis Williams, until 1:00 P.M. (St. Louis time) on December 21, 2012 at which time and place all bids shall be publicly opened.

Potential Bidders may obtain from the Authority at the above address Bid Documents for eighty-five dollars ($85.00) per set, paid for by check made payable to the Authority, which amount is non-refundable.

The time for completion for the Second Street (Base Bid) portion of the project is **one hundred fifty (150) calendar days** from date of Notice to Proceed. The time for project completion will be increased incrementally as noted herein should one or more Bid Alternates also be awarded.

Liquidated damages are **one thousand one hundred dollars ($1100) per calendar day**.

A Certified Check or bank draft, payable to the Authority, or a satisfactory Bid Bond, executed by the Bidder and an acceptable Surety, in an amount equal to five (5) percent of the bid, shall be submitted with each bid. The bid security of the three apparent low Bidders shall be held for a period of at least thirty (30) calendar days, or until the Contract is awarded to the successful Bidder. The bid security of all other unsuccessful Bidders shall be returned to the Bidders within fifteen (15) calendar days after the opening of the bids.

The project will be awarded to the lowest, responsive, responsible bidder within the Authority's award budget.

The prime contractor selected for this project must perform with its own organization, contract work amounting to not less than 30% of the total original contract price.

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

Attention is called to the fact that no less than the minimum wages and salaries, as set forth in the Bid Documents, must be paid on this Project. Participating contractors shall also insure that employees and applicants for employment are not discriminated against because of their race, sex, marital status, color, age, religion, sexual orientation, familial status, disability, national origin or ancestry.

The Disadvantaged Business Enterprise (DBE) goal for this letting is "Maximum Utilization of DBE firms" as listed in the MoDOT DBE directory. Maximum Utilization is deemed to have been met when any subcontracting or supplies equal a **minimum of 14% DBE,** of the total contract amount. Participating contractors must submit reports to the Authority, on forms approved by the Authority, which demonstrate contractors' good faith efforts to achieve said goals.

The Authority reserves the right to reject any and all bids, and the right to waive any informalities in the bidding. No bid shall be withdrawn for a period of ninety (90) calendar days subsequent to the opening of bids without the express written consent of the Authority.

The prime contractor must have a fully responsive **contractor questionnaire on file with the Missouri Highways and Transportation Commission at least 7 days prior to the bid opening date** in order for MoDOT to concur with the award of this project. This procedure is outlined in Section 102.2 of the Missouri Standard Specifications for Highway Construction – 2011 Edition. For more information regarding MoDOT's approved contractor listing, please contact MoDOT at (573) 751-8305.

Land Clearance for Redevelopment
Authority of the City of St. Louis, Missouri

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

- ☐ 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website (if applicable – required on highway and bridge projects).

- ☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE form. **Bidders, upon purchase of the Plans and Specifications will receive a separate package of bid submission documents.** The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.

- ☐ 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to The Land Clearance for Redevelopment Authority of the City of St. Louis, 1520 Market Street, Suite 2000, St. Louis, Missouri 63103. **Provide the bidder name, bidder address, project name and federal project number on the outside of the envelope.**

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

- ☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.

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

- ☐ 7. Submit the Subcontractor Disclosure Form within 3 business days of the Bid Opening.

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

- ☐ 9. For paper bids, all addenda received should be acknowledged on the bid form.

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TABLE OF CONTENTS

Notice to Contractors **Page No.**

1. Proposed Work 7
2. Compliance With Contract Provisions 7
3. Period of Performance 7
4. Liquidated Damages 8
5. Bids and Bid Forms 8
6. Pre-Bid Requirements 9
7. Interpretations 9
8. Pre-Bid Conference 10
9. Bid Guaranty 10
10. Certifications for Federal Jobs 10
11. Antidiscrimination 10
12. Federal and State Inspection) 10
13. Prevailing Wage 10
14. Worker Eligibility Requirements 10
15. OSHA Training Requirements 11
16. Buy America Requirements 11
17. Trainees 11
18. Subcontractor Disclosure 11
19. Prime Contractor Requirements 11
20. Bidder Qualifications 12
21. Tax Exempt Status 12
22. DBE Participation 12
23. Award of Contract……. 12
24. Addendum Acknowledgement 12
25. Signature and Identity of Bidder 13
26. Itemized Bid Sheets 13

Appendices

A. Bid Bond

B. Subcontractor Certification Regarding Affirmative Action

C. DBE Submittal Forms

D. DBE Provisions

E. Tax Verification Form (City of St. Louis)

F. LCRA General Provisions

G. Job Special Provisions

H. FHWA Form 1273

I. Federal Aid Provisions

J. Applicable State Wage Rates

K. Applicable Federal Wage Rates

L. Applicable Environmental and Cultural Permits and Clearances

M. ADA Post Inspection Checklist

NOTICE TO CONTRACTORS

Sealed bids, addressed to The Land Clearance for Redevelopment Authority of the City of St. Louis ("Authority"), 1520 Market Street, Suite 2000, St. Louis, Missouri 63103 for the proposed work will be received by the Authority until 1:00 P.M. (prevailing local time) on December 21, 2012 at the above office of the Authority, and at that time will be publicly opened. Bids should be delivered to Authority's office as designated above.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes the rehabilitation of Second Street generally between Washington Avenue and Morgan Street as well as, to the extent the project budget will allow, work within First Street also between Washington and Morgan, in accordance with the drawings and specifications made available to bidders. The work will include, but is not limited to, removal of improvements, storing and reuse of existing historic street granite pavers (cobblestones), grading, concrete paving, concrete curbs and gutters, , drive entrances, concrete sidewalks, additional storm drainage work, replacement of water mains, fire hydrant relocations, street lighting, landscaping and traffic control.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS**: The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," 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. A list of the provisions of the Missouri Standard Specifications which do not apply to this contract can be found in LCRA General Provisions Section 1 contained herein.

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

General Provisions & Supplemental Specifications

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

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "Authority" and the term "Engineer" is a reference to the Engineer of Record from AFRAM Corporation.

Other standard specifications and plans incorporated by reference include:

Standard Specifications, Bid Items and Standard Details for Street and Alley Construction, Jan 2012.

(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: **150 calendar days from the start date of the project as established in the Notice to Proceed.**

If various Bid Alternates are awarded, the time for completion will be increased as follows:

Base Bid + Bid Alternate A:	**180 calendar days**
Base Bid + Bid Alternates A and B:	**210 calendar days**
Base Bid + Bid Alternates A, B and C:	**270 calendar days**
Base Bid + Bid Alternates A, B, C and D:	**300 calendar days**

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

Liquidated damages per calendar day **$1100**

(5) **BIDS AND BID FORMS:** These Bid Documents include a complete bound set of Bid and Forms for the convenience of Bidders and are not to be detached, filled out, or executed. Separate unbound copies of Bid Forms are furnished for use in bid submission. Alternate Forms of the Bid Proposal will not be considered.

A. A complete set of Bid Documents will be available for review Monday through Friday at the following locations during regular office hours. In addition, they may be purchased at the LCRA office below.

Land Clearance for Redevelopment Authority (LCRA)
1520 Market Street, Suite 2000
St. Louis, Missouri 63103
314-657-3739
leaked@stlouis-mo.gov

MOKAN
4666 Natural Bridge Avenue
St. Louis, MO 63115
314-454-9675
314-361-9806 (fax)
mokanccac.org

B. All Bids must be submitted in duplicate on forms supplied by the Authority and shall be subject to all requirements of this Notice to Contractors and the Plans, Specifications and provisions included within these Bid Documents, including those that are incorporated by reference.

C. In order to guard against premature opening of Bid, all Bid Documents shall be enclosed in a SEALED envelope labeled:

BID DOCUMENTS
LACLEDE'S LANDING STREETSCAPE IMPROVEMENTS
STP-5401(664)
NAME OF BIDDER
ADDRESS OF BIDDER
BID OPENING DATE & TIME (Refer to the INVITATION FOR BID.)

D. Each Bidder must submit the following required documents prior to bid opening or the bids will be deemed non-responsive and therefore ineligible for award consideration (these items can be found in the supplemental packet of blank forms provided with the purchase of bid documents):

- Certification Regarding Affirmative Action and Equal Opportunity
- Bid Guaranty
- Disadvantaged Business Enterprise (DBE) Certification *(may also be provided within 3 days after bid opening)*
- Acknowledgement of Addenda, if applicable

- Tax Verification Form (*Fill out "Contract Information" portion)*

Note that additional award requirements for the successful bidder and, to some extent, the next two lowest bidders are included in the "LCRA GENERAL PROVISIONS" which are located later in these Bid Documents.

E. The Authority may consider as irregular any bid on which there is an alteration of or departure from the Bid Form hereto attached, and, in its sole discretion, may reject any Bid or Bids, so altered or changed.

(6) **PRE-BID REQUIREMENTS:** The Bidder must fulfill and document each of the following requirements:

A. Firms that intend to submit a bid must notify the construction clearinghouse listed below of its intentions no later than **5:00 P.M. (Central Time) on December 14, 2012*.***

MOKAN
4666 Natural Bridge Avenue
St. Louis, MO 63115
314-454-9675
314-361-9806 (fax)
mokanccac.org

The notice may be delivered by regular mail, fax, or e-mail. The notice shall contain the following at a minimum:

1. Name, street address, mailing address (if different from the street address), phone number, and e-mail address of its contact person
2. Identify the specific items of work that may be subcontracted, and expressly encourage DBEs to quote those items

B. Contact the organizations listed below and solicit assistance in obtaining minority workmen to be employed under the Contract.

St. Louis Construction Orientation
Intake Center
1520 Market Street, Room 3050
St. Louis, Missouri 63103
314-657-3601

AGC Construction Training School (apprentices only)
6301 Knox Industrial Drive
St. Louis, Missouri 63139
314-644-1525

C. Have filed a fully responsive contractor questionnaire with the Missouri Highways and Transportation Commission at least 7 days prior to the bid opening date.

D. Participants in partnerships and joint ventures additionally shall individually have complied with the above requirements.

(7) **INTERPRETATIONS:** No oral interpretation will be made to any Bidder as to the meaning of the Bid Documents or any part thereof. Every request for interpretation shall be made in writing to the Land Clearance for Redevelopment Authority, City of St. Louis, ("Authority"), 1520 Market Street, Suite 2000, St. Louis, Missouri 63103, Attention: Mr. David Leake, or transmitted via email to LeakeD@stlouis-mo.gov. Any inquiry received seven (7) or more calendar days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Bid Documents, and, when issued, will be on file in the office of the Authority at least three (3) calendar days before the date bids are opened. In addition, all Addenda will be mailed to each potential Bidder that purchase a set of Bid Documents from the Authority, but it shall be the Bidder's responsibility to ascertain whether Addenda have been issued.

(8) **PRE-BID CONFERENCE:** A pre-bid conference will be conducted at **10:00 A.M. on December 13, 2012,** in the offices of the Authority on the 2nd floor, 1520 Market Street, Suite 2000.

(9) **BID GUARANTY**: The bidder shall submit a Bid Guaranty which shall equal five (5) percent of the amount of the Bid and which shall otherwise meet the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

☐ Paper Bid Bond
☐ Cashier's Check

(10) **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.

(11) **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.

(12) **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. The Contractor shall grant access to all parts of the work to Federal, State, Authority and local officials as needed to accomplish these inspections.

(13) **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. 19, Section 096, St. Louis City", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

(14) **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.

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

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

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

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

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

(15) **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.

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

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

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

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

(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) **BIDDER QUALIFICATIONS:** For the undersigned's Bid Proposal to be considered for award of the Contract, the Bidder shall have a fully responsive contractor questionnaire on file with the Missouri Highway and Transportation Commission at least 7 days prior to the bid opening date. See Section 102.2 of the Missouri Standard Specifications for Highway Construction – 2011 Edition and/or call MoDOT AT (573) 751-8305.

(21) **SALES AND USE TAX EXEMPTION:** The LCRA, 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.

(22) **DBE PARTICIPATION:** By submitting this bid, the bidder certifies that it is familiar with the DBE Program Requirements in this contract and the DBE goal of 14 % of total contract amount. **The bidder further certifies that it will utilize DBE's for ___% of the total contract amount. (Bidder must fill in its projected percentage.)** (Details of the bidder's DBE plan are required by the third business day following bid opening through submission of the DBE Identification Submittal form.)

(23) **AWARD OF CONTRACT:** The Contract will be awarded to the responsible, responsive Bidder submitting the lowest Base Bid plus awarded Bid Alternates falling within the Authority's budget. The successful bidder will be determined by lowest total bid of all AWARDED work. In determination of the lowest responsive bid, bid alternates will be added to the TOTAL BASE BID in sequential order, A through D. Additional adds will be made so long as they can be added within the Authority's budget. For details regarding bid alternates and related requirements, the bidder is directed to JSP 23.

(24) **ADDENDUM ACKNOWLEDGEMENT**: The undersigned states that the following addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal **(Bidder must list and acknowledge those received)**:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

☐ sole individual ☐ partnership ☐ joint venture

☐corporation, incorporated under laws of state of _____.

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

_____

Executed by bidder this _____ day of _____ 20____.

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

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

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

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

_____

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

_____

Please print or type name and title of person signing here

Attest:

_____

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and submitted with a copy of the 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.

(26) **ITEMIZED BID**: The bidder should complete the following itemized bid form in accordance with those provisions of Sec 102.7 which are applicable to submission of a paper bid. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

ITEMIZED BID FORM

Laclede's Landing Streetscape

Date: September 14, 2012

State: Missouri

Municipality: City of St. Louis

		Base Bid - 2nd Street from Washington to Morgan				Bid Alt A - 1st Street from 0+25.00 to 2+08.94				Bid Alt B - 1st Street from 2+08.94 to 2+56.21				Bid Alt C - 1st Street from 2+56.21 to 4+99.58				Bid Alt D - 1st Street from 4+99.58 to 5+63.05			
NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
1	Brick Paver Sidewalk - Removal, partial Storage for re-use / disposal of remainder	SF	12,961			SF	1,310			SF	566			SF	5,780			SF	1,593		
2	Metal Sidewalk Street Sign Plaque - Removal, Storage and re-install	EACH	13			EACH	0			EACH	6			EACH	0			EACH	6		
3	Canopy w/ Poles - Removal, Storage and re-install	EACH	2			EACH	0			EACH	0			EACH	0			EACH	0		
4	Flag Pole - Removal, Storage and re-install	EACH	3			EACH	0			EACH	0			EACH	2			EACH	0		
5	Bench - Removal Storage and Re-install	EACH	9			EACH	0			EACH	0			EACH	4			EACH	2		
6	Trash Can -Removal, Storage and re-install	EACH	4			EACH	1			EACH	0			EACH	2			EACH	0		
7	Flower Pot Removal, Storage and re-install	EACH	34			EACH	3			EACH	0			EACH	14			EACH	3		
8	Newspaper Box - Removal, Storage and re-install	EACH	5			EACH	0			EACH	0			EACH	3			EACH	0		
9	Mailbox - Removal, Storage and re-install	EACH	1			EACH	0			EACH	0			EACH	1			EACH	0		
10	Information Signs -Removal, Storage and re-install	EACH	2			EACH	0			EACH	1			EACH	0			EACH	1		
11	Street Sign - Removal, Storage and re-install	EACH	7			EACH	3			EACH	2			EACH	3			EACH	3		
12	Swinging Gate at Lucas - Removal	EACH	1			EACH	0			EACH	0			EACH	0			EACH	0		
13	Tree Removal	EACH	6			EACH	0			EACH	0			EACH	6			EACH	1		
14	Construction Staking	L. SUM	1			L. SUM	1			L. SUM	1			L. SUM	1			L. SUM	1		
15	Cobblestone Rem., Store and Replace with 6" locking sand over 4"of 3/4" Minus	SF	9,108			SF	4,648			SF	0			SF	5,020			SF	262		
16	Aggregate Base Course for Cobblestone (18"of 1-1/2" - 2" Clean)	CY	506			CY	258			CY	0			CY	279			CY	15		
17	Excavation / Demolition and Haul Off from Bldg face to Building face	CY	1,431			CY	450			CY	151			CY	630			CY	222		
18	Geotechnical Fabric for Ground Stabilization under Cobblestone	SY	1,012			SY	516			SY	250			SY	650			SY	30		
19	Underdrain System for Cobblestone	LF	1,315			LF	573			LF	61			LF	770			LF	145		
20	Concrete Pavement (10") and Aggregate Base (8") at Lucas Intersection	SY	132			SY	0			SY	217			SY	0			SY	0		
21	Concrete Pavement (10") and Aggregate Base (8") at Morgan Intersection	SY	222			SY	0			SY	0			SY	0			SY	218		
22	Concrete Curb and Gutter (4-1/2"" Tall Curb / 8" Wide Gutter)	LF	1,098			LF	370			LF	85			LF	488			LF	130		
23	Concrete Sidewalk (5") over Aggregate Base (4") with 2' wide brick paver band	SF	12,057			SF	2,638			SF	573			SF	4,635			SF	1,603		
24	Detectable Warning Device	EACH	13			EACH	2			EACH	5			EACH	0			EACH	6		
25	Deciduous Tree, 3" caliper, B&B (Japanese Zelkova)	EACH	11			EACH	0			EACH	0			EACH	9			EACH	0		
26	Deciduous Tree, 3" caliper, B&B (English Hornbeam)	EACH	4			EACH	0			EACH	0			EACH	0			EACH	2		
27	Shrub, 1 qt, (Green Velvet Boxwood)	EACH	6			EACH	0			EACH	0			EACH	0			EACH	7		

ITEMIZED BID FORM

28	Ground Cover, Creeping Lilyturf, 1 qt.	EACH	729			EACH	0			EACH	0			EACH	250			EACH	0		
29	Planting Soil Mix	CY	115			CY	0			CY	0			CY	37			CY	19		
30	6', metal, backless bench	EACH	17			EACH	0			EACH	0			EACH	8			EACH	0		
31	Water Main (8") - Abandon and Replace	LF	627			LF	190			LF	110			LF	244			LF	124		
32	Water Service Lines (3/4" - 6") - Abandon and Replace	LF	205			LF	18			LF	0			LF	167			LF	0		
33	Water Lines to FH (6") - Abandon and Replace	LF	79			LF	20			LF	0			LF	10			LF	10		
34	Water Manholes - Abandon and Replace	EACH	16			EACH	0			EACH	0			EACH	4			EACH	3		
35	Water Valve - Abandon and Replace	EACH	4			EACH	0			EACH	3			EACH	4			EACH	0		
36	Water Meter - Abandon and Replace	EACH	2			EACH	2			EACH	0			EACH	8			EACH	0		
37	Fire Hydrants - Remove and Replace	EACH	6			EACH	1			EACH	0			EACH	1			EACH	1		
38	Water Division Fee	L. SUM	1	$25,500	$25,500	L. SUM	1	$17,500	$17,500	L. SUM	1	$2,500	$2,500	L. SUM	1	$2,500	$2,500	L. SUM	1	$2,500	$2,500
39	Street Light Removal and Replacement	EACH	16			EACH	4			EACH	0			EACH	9			EACH	0		
40	Street Light Pull Box Adjust to Grade	EACH	4			EACH	1			EACH	0			EACH	0			EACH	1		
41	Temporary Wiring for Lighting Circuits	L. SUM	1			L. SUM	1			L. SUM	0			L. SUM	1			L. SUM	0		
42	Inlet Manholes Adjust to Grade	EACH	3			EACH	0			EACH	0			EACH	0			EACH	0		
43	Sewer Manholes Adjust to Grade	EACH	3			EACH	0			EACH	1			EACH	1			EACH	0		
44	Curb Inlet (Trapped)	EACH	6			EACH	1			EACH	4			EACH	3			EACH	2		
45	Sewer Manholes	EACH	3			EACH	0			EACH	4			EACH	1			EACH	2		
46	Small Drains Adjust to Grade	EACH	4			EACH	0			EACH	0			EACH	2			EACH	0		
47	12" RCP Storm Sewers	LF	230			LF	0			LF	30			LF	84			LF	30		
48	Utility Coordination	L. SUM	1			L. SUM	1			L. SUM	1			L. SUM	1			L. SUM	1		
49	Steam Line Abandonment	L. SUM	0			L. SUM	1			L. SUM	1			L. SUM	0			L. SUM	0		
50	Mobilization	L. SUM	1			L. SUM	1			L. SUM	1			L. SUM	1			L. SUM	1		
51	"Road Closed" Type III Barricade	EACH	8			EACH	4			EACH	8			EACH	4			EACH	8		
52	"Road Closed Ahead" Type III Barricade	EACH	4			EACH	0			EACH	2			EACH	1			EACH	3		
53	"Local Traffic Only" Sign	EACH	4			EACH	0			EACH	2			EACH	1			EACH	3		
54	"Sidewalk Closed-Detour Opposite Side of Street" Sign	EACH	4			EACH	4			EACH	4			EACH	4			EACH	4		
55	"Traffic Control and Pedestrian Access"	L SUM	1			L SUM	1			L SUM	1			L SUM	1			L SUM	1		
	SUBTOTALS																				
	Total for Base Bid																				
	Total for Base Bid + Alt. A																				
	Total for Base Bid + Alt. A + B																				
	Total for Base Bid + Alt. A + B + C																				
	Total for Base Bid + Alt. A + B + C + D																				

APPENDIX A

FORM OF BID BOND

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____
_____
as principal and _____
as surety, are held and firmly bound unto the penal sum of **FIVE PERCENT OF THE ACCOMPANYING BID (5%)** to be paid to **THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF THE CITY OF ST. LOUIS 1520 MARKET STREET, SUITE 2000, ST. LOUS, MISSOURI, 63103 (Authority),** 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 Authority on **Laclede's Landing Streetscape Improvements for Second Street from Washington Avenue to Morgan Street and for First Street to the extent that the Authority's funding allows within the City of St. Louis Missouri to perform improvements to the cobblestone street, its foundation, various drainage features, utilities and the adjacent sidewalks**.

NOW THEREFORE, if the Authority shall accept the bid of the principal and if the principal shall properly execute and deliver to the Authority 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 Authority, 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 Authority, fail to comply with any requirement as set forth in the preceding paragraph, then the Authority 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 Authority, 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.

APPENDIX B

SUBCONTRACTOR CERTIFICATION

REGARDING

AFFIRMATIVE ACTION

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: _____
Job No. _____
Route: _____
County: _____

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

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

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

3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

_____
_____
_____

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed $10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding $10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

_____
Company

By:_____

Date: _____

_____
Title

APPENDIX C

DBE SUBMITTAL FORMS

DBE Submittal Forms

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

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is **14%** of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

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

_____% OF TOTAL FEDERAL CONTRACT

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

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

_____

_____

_____

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_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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 Authority by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is (314) 613-7011 and the email address for submittal is leaked@stlouis-mo.gov. The original copy must be mailed by overnight mail to the Authority the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

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

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

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

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 Fees for Trucking Services	
Brokered Services				Only Include Fees for Brokered Services	
Totals (Page 1)					
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation					

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

Company:_____ Date:_____

By:_____ Title:_____

APPENDIX D

DBE PROVISIONS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR LOCAL PROGRAMS

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

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

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

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

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

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

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

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

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

8.0 DBE Certification, and the Missouri Unified Certification Program. The Missouri Department of Transportation and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms.
The MRCC DBE Directory can be found at the following link:
http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm

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

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

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

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

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

(e) The bidder certifies, under penalty of perjury and other applicable penal laws that a good faith effort was made to obtain DBE participation in the contract, at or above the DBE participation contract goal. The bidder further certifies, under penalty of perjury and other applicable penal laws, that if the bidder is not able to meet the Commission's DBE contract goal, and if the bidder is not able to meet that DBE contract goal

by the time the proposed DBE participation information must be submitted, within three business days after bid opening, the bidder has submitted with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts to meet the DBE Contract Goal.

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

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

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

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

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

before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

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

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

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

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

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

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

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

(a) Any bidder rejected for failure to submit the completed and executed "DBE Identification Submittal" information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if

the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to this provision, and the disposition of the bidders bid bond or guaranty, on behalf of the bidder and the bidders bid surety or guaranty.

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

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

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

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

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

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

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

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

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

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

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

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

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

firm will be offered the opportunity for administrative reconsideration upon written request, before the Local Agency and MoDOT reject that bid as non-responsive. However, regardless of the DBE contract goal participation level proposed by the bidder, or the extent of good faith efforts shown, the apparent low and second low bidders shall each timely and separately file their completed and executed "DBE Identification Submittal" or face potential sanctions and the bid bond or guaranty, as specified in Sec 10.0 of these provisions may become the property of the Local Agency subject to the Local Agency's demand.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX E

TAX VERIFICATION FORM

PLEASE SUBMIT 2 COPIES

COMPTROLLER'S OFFICE
TAX VERIFICATION FORM

DATE _____

TO: **COLLECTOR OF REVENUE**
ROOM 410, CITY HALL

LICENSE COLLECTOR
ROOM 104, CITY HALL

FROM: DEPARTMENT _____

ROOM NO./BUILDING _____ TELEPHONE NO./EXT. _____

CITY CONTACT PERSON (PLEASE PRINT) _____

CONTRACT INFORMATION

BUSINESS NAME _____

OCCUPATION/PROFESSION _____

BUSINESS ADDRESS _____ CITY _____ STATE _____ ZIP _____

F.I.D./S.S.N. _____ TELEPHONE NO. _____

TYPE OF CONTRACT [ ] SALES [ ] SERVICES [ ] BOTH

TYPE OF PRODUCT OR SERVICE _____

IF SERVICE RENDERED, PERFORMANCE WILL BE [ ] INSIDE CITY LIMITS [ ] OUTSIDE CITY LIMITS

DOES VENDOR DELIVER PRODUCT OR MAKE SALES/SERVICE CALLS IN THE CITY? [ ] YES [ ] NO

COLLECTOR OF REVENUE ROOM 410, CITY HALL

Date Received _____

TAX DELINQUENCIES

[ ] Earnings Tax Withholding _____ Year _____ Quarter

[ ] Annual E-234 _____ Year

[ ] Payroll Expense Tax _____ Year _____ Quarter

[ ] Reconciliation Report (W-3 Form) _____ Year

[ ] Personal Property Tax _____ Year

[ ] Not on current Earnings Tax Rolls.

[ ] Not on current Personal Property Tax Rolls

[ ] **APPROVED** Date _____ By _____

[ ] **REJECTED** Date _____ By _____

LICENSE COLLECTOR ROOM 104, CITY HALL

Date Received _____

	PAID	EXEMPT	DELINQUENT	NEEDS LICENSE
Manufacturer's Tax				
Business License				
Other				

Remarks _____

_____

_____

APPROVED BY _____
(Please Sign)

REJECTED BY _____
(Please Sign)

Date _____

COMP 74 (Rev. 2/00)

PLEASE SUBMIT 2 COPIES

APPENDIX F

LCRA
GENERAL PROVISIONS

TABLE OF CONTENTS
LCRA GENERAL PROVISIONS

Sect.	Description	Page No.
1.	General	2
2.	Definitions	3
3.	Pre-award Requirements	3
4.	Pre-award Conference	4
5.	Award Requirements	4
6.	Pre-construction Conference	4
7.	Performance and Payment Bond; Execution of Contract	5
8.	Communications	5
9.	Contracts	6
10.	Subcontracts	6
11.	Responsibilities of Contractor	6
12.	Bid Documents and Drawings	7
13.	Payments to Contractor	7
14.	Termination, Liquidated Damages, Delays, and Suspensions	9
15.	Disputes	11
16.	Technical Specifications and Drawings	11
17.	Shop Drawings	11
18.	Materials and Workmanship	12
19.	Samples, Certificates and Tests	12
20.	Permits and Codes	13
21.	Care of Work	13
22.	Accident Prevention	14
23.	Use of Premises	14
24.	Removal of Debris, Cleaning, Etc.	15
25.	Inspection	15
26.	Deduction for Uncorrected Work	15
27.	Indemnification	15
28.	Warranty of Title	16
29.	Signs	16
30.	Labor/Management Relations	16
31	A.D.A. Compliance	16
32.	Notice to Property Owners	17
33.	Project Meetings	17
34.	Reports and Documentation	17
35.	Project Closeout	18

LCRA GENERAL PROVISIONS

1. GENERAL

The provisions of this section are meant to both complement and supplement the provisions of MoDOT's "Missouri Standard Specifications for Highway Construction, 2011 (MSSHC)", the Job Special Provisions and other contract documents. The order of precedence of Bid/Contract Documents is as follows:

- Job Special Provisions
- Construction Drawings
- General Provisions contained in the Notice to Contractors
- LCRA General Provisions
- *Standard Specifications, Bid Items and Standard Details for Street and Alley Construction, 2012 Edition*
- *Missouri Standard Specifications for Highway Construction, 2011 Edition*, except as noted below*
- Itemized Bid Form

Where discrepancies or uncertainties exist even in consideration of the above order of precedence, the Contractor will seek clarification as defined in Section 16 of these General Provisions.

* The following provisions of the *Missouri Standard Specifications* do not apply to this contract:

Section 102:
- **102.3 through 102.3.1**
- **102.3.3**
- **102.3.5**
- **102.7.2**
- **102.7.4**
- **102.7.6**
- **102.9 through 102.10.2**
- **102.11.1 through 102.12.3**
- **102.16 through 102.16.2**
- **102.18.5 through 102.19**

Section 103:
- **103.4.1**

Section 105:
- **105.4**
- **105.9**
- **105.12 through 105.12.6**
- **105.16.6**
- **105.17**
- **105.18 through 105.19**

Section 106:
- **106.12 through 106.13**

Section 107:
- **107.1.2**
- **107.6 through 107.7.5.4.3**
- **107.9**

- **107.13.3 through 107.15**

Section 108:
- **108.1.2**

Section 109:
- **109.6 through 109.7.2.4**
- **109.14 through 109.15**

2. DEFINITIONS

Wherever used in any of the Bid Documents, the following meanings shall be given to the terms herein defined (see also Sec 101, Missouri Standard Specifications for Highway Construction):

a. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Bid Documents which have been duly issued by the Authority to prospective Bidders prior to the time of receiving bids.

b. The term "Authority", “Local Authority”, or "Local Public Agency" means the Land Clearance for Redevelopment Authority of the City of St. Louis, which is authorized to undertake this Contract.

c. The term "Bid Documents" means and shall include the following: Invitation for Bid, Notice to Contractors, Signed Copy of the Bid, Form of Bid Bond, Form of Non Collusive Affidavits, these General Provisions, the Job Special Provisions, Addenda (if any), the Construction Drawings, other specifications incorporated by reference, and all other documents listed in the Index of Bid Documents.

d. The term “City” means the City of St. Louis or any of its agencies.

e. The terms "Drawings" or “plans” mean the Construction Drawings provided to prospective bidders.

f. The term "Engineer" means the Engineer in charge serving the Authority, its successor or any other person or persons designated or employed by the Authority for the purposes of directing or having charge of the work embraced in this Contract and/or having provided technical documents. The Authority will advise the Contractor of the name of the person or official who is designated as the Engineer.

g. The term "Technical Specifications" means the Job Special Provisions, the *Standard Specifications, Bid Items and Standard Details for Street and Alley Construction* enacted by the City of St. Louis Board of Public Service, January 2012, MoDOT’s *Standard Specifications for Highway Construction, 2011* and any other part of the Bid Documents which describes, outlines and stipulates the quality of any materials to be furnished: the quality of workmanship required; and the manner and methods to be employed in the work to be done under this Contract.

3. PRE-AWARD REQUIREMENTS

Within the period specified below following Bid Opening, the apparent low Bidder and all other Bidders still desiring to be considered for contract award **must** submit the documents listed below.

A. By 4:00 P.M. of the third business day following Bid Opening, the following DBE Forms must be submitted:
   i. DBE Identification Submittal (Appendix C) (If not submitted with bid requirements above)
   ii. Request for Waiver of DBE goals, if applicable

iii. Copy of Bid Solicitation to Subcontractors (if requesting a waiver)

B. Within 48 hours of Bid Opening, submission of an executed Joint Venture Contract, if applicable

A Bidder who fails to submit fully executed copies of the above documents may be deemed non-responsive. Penalty, including loss of Bid Bond, can be exacted for failure to meet all of the provisions in this section.

4. PRE-AWARD CONFERENCE

At the pre-award conference to be scheduled within three weeks of the bid opening, the apparent low Bidder shall submit a Bar Chart Construction Schedule

A Bidder who fails to submit this schedule may be deemed non-responsive.

5. AWARD REQUIREMENTS

Successful Bidder ("Contractor") shall submit the following:

A. Executed Contract
B. Executed Acknowledgement (Notarized)
C. Performance and Payment Bond with Power of Attorney
D. Required Insurance Certificates (submission must be made within 5 days of award)
E. Affidavit of Compliance and E-Verify MOU (See Notice to Contractors, Section 14)
F. Copy of license to conduct business in the City of St. Louis. The Bidder may check with the following:

Michael McMillan, License Collector
City Hall, Room 102-105
1200 Market Street
St. Louis, MO 63103
314-622-4528
licensecollectorsoffice@stlouiscity.com

6. PRE-CONSTRUCTION CONFERENCE

Contractor shall submit the following:

A. Copies of all required permits
B. Copies of executed DBE subcontracts
C. Subcontractor approval package(s), which include the following:
   i. Subcontractors' executed Anti-Collusion Statement (executed by each Subcontractor)
   ii. Required Subcontractor Insurance Certificates

The Authority will not issue a Notice to Proceed until fully executed copies of all DBE Subcontracts are received.

7. PERFORMANCE AND PAYMENT BOND; EXECUTION OF CONTRACT

A. Subsequent to the award and within seven (7) working days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Authority a contract.

B. Having satisfied all conditions of award as set forth elsewhere in these documents, a successful Bidder shall, within the period specified in Paragraph "A" above, furnish a Performance and Payment Bond in a penal sum of at least 100% of the amount of the Contract as awarded, as security for the faithful performance of the Contract and for the payment of all persons, firms, or corporations to whom the successful Bidder may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such Bond shall be in substantially the same form included in the Bid Documents and shall bear the same date as, or a date subsequent to, the date of the Contract. This Bond shall be signed by a guaranty or Surety Company listed in the latest issue of U.S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

C. The practice of multiple sureties joining together to issue satisfactory Bond, shall not be allowed.

D. On each Bond, the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such Bond.

E. The failure of the successful Bidder to execute such Contract and to supply the required Bond within seven (7) working days after the prescribed forms are presented for signature, or within such extended period as the Authority may grant based upon reasons determined adequate by the Authority, shall constitute a default, and the Authority may either award the Contract to the next lowest responsive Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Guaranty. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the Authority for a refund.

8. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals, and claims <u>must be made in writing.</u>

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the form of Bid Proposal (or at such other office as the Contractor may, from time to time, designate in writing to the Authority), or if deposited in the United States Mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph or delivery company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the office of the Land Clearance for Redevelopment Authority, 1520 Market Street, Suite 2000, St. Louis, Missouri 63103, Attention: Mr. Otis Williams, and any notice to or demand upon the Authority shall be sufficiently given if so delivered or if deposited in the United States Mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph

or delivery company for transmission to said Authority at such address, or to such representatives of the Authority or to such other address as the Authority may, from time to time, subsequently specify in writing to the Contractor for such purpose.

9. CONTRACTS

The laws of the State of Missouri shall govern the interpretation and enforcement of this Contract.

This Contract constitutes the entire Contract between the parties with respect to the subject hereof and neither has been induced to make or enter into this Contract by reason of any oral or written Contract or representation other than as contained herein.

The failure of the Authority in any instance to insist upon strict performance of any of the terms hereunder or to exercise any rights conferred herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or rights on any future occasion.

Financial records, supporting documentation, statistical records and all other records pertinent to any activity under this Contract shall be retained by the Contractor for a period of three (3) years from the date of final payment under this contract.

10. SUBCONTRACTS

a. The Contractor shall not execute any Contract with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until it has submitted an Anti-collusion Statement from the Subcontractor in substantially the same form as provided herein, has submitted the Subcontractor's insurance certificate, and has received written approval of such Subcontractor from the Authority. Said approval shall in no way make the Authority liable for any act or deed, or result of the use of, the Contractor's Subcontractor.

b. No proposed Subcontractor shall be disapproved by the Authority except for cause.

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

d. Second-tier subcontracting will not be permitted on this contract. The Contractor shall insure that subcontractors do not subcontract any portion of the work.

e. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to require compliance by each Subcontractor with all provisions of the Contract and Bid Documents.

f. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Authority.

11. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Bid Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, soil erosion control establishment and maintenance, temporary construction of every nature, charges, levies, fees, permits, or other expenses and all other services

and facilities of every nature necessary for the performance of the Contract and to deliver all work embraced in this Contract, complete in every respect and within the specified time.

It shall be the responsibility of the Contractor to make timely requests of the Authority for any additional information not already in the Contractor's possession which should be furnished by the Authority under the terms of this Contract, and which the Contractor will require in the planning and execution of the work. Such requests must be submitted from time to time immediately as the Contractor becomes aware of the need for supplementary information and each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this Section.

If, through acts or neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by Contract or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Authority on account of any damage alleged to have been so sustained, the Authority will notify this Contractor, who shall defend at its own expense any suit based upon such claim, and, if any judgment or claims against the Authority shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

12. BID DOCUMENTS AND DRAWINGS

The Authority, if requested by the Contractor, will furnish the Contractor, without charge, up to five (5) copies of the Bid Documents, including Drawings. Additional copies requested by the Contractor will be furnished at cost.

13. PAYMENTS TO CONTRACTOR

a. <u>Partial Payments</u>

(1) The Contractor shall prepare its requisition for partial payment, as described in the "Instructions to Bidders," as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by deducting from the total value of work completed to date the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices and lump sum amounts contained in the Bid Documents. Copies of all Contractor and Subcontractor invoices and documentation shall be available for inspection by the Engineer.

The Contractor, upon payment by the Authority, shall within fifteen (15) calendar days issue payment to all Subcontractors and Suppliers owed monies for that monthly payment period.

(2) Monthly or partial payments made by the Authority to the Contractor are monies advanced for purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Authority to require the fulfillment of all terms of the

Contract and the delivery of all work embraced in this Contract complete and satisfactory to the Authority in all details.

b. Final Payment

(1) After final inspection and acceptance by the Engineer and the Authority of all work under the Contract, the Contractor shall prepare its requisition for final payment, as described in the "Instructions to Bidders," which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices and/or lump sums stipulated in the Contract. Contractor and all Subcontractors agree that the Authority's measured or computed quantities will control with respect to payment.

The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.

Final payment to the Contractor shall be made subject to its furnishing the Authority with a release in satisfactory form of all claims against the Authority arising under and by virtue of its Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided by the section entitled DISPUTES under these GENERAL CONDITIONS.

(2) The Authority, before paying the final estimate, will require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment and services to the Contractor, if the Authority deems the same necessary in order to protect its interest. The Authority, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts if it is determined that payments so made shall in nowise impair the obligations of any surety or sureties furnished under this Contract.

(3) Withholding of any amount due the Authority under the section entitled LIQUIDATED DAMAGES shall be deducted from the final payment due the Contractor.

c. Withholding Payments

In accordance with the Missouri Prompt Payment Act (34.057 RSMo) the Authority may withhold payment for any of the reasons outlined in RSMo 34.057, or as otherwise determined by the Engineer. The failure of the Authority to withhold any monies from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

The Authority may withhold an appropriate amount of payment of a monthly estimate if the Contractor should fail to comply with any of the requirements set forth in the Contract. In addition, if the Contractor employs the services of other persons to execute any specific portions of work included in this Contract, the Contractor shall make monthly payments thereto. If any person so employed presents to the Authority evidence that such monthly payments have not been made, whereupon an investigation reveals the evidence to be true, then the Authority may withhold payment to the Contractor until such time as a Contract, satisfactory to the Authority, has been reached between the Contractor and the person employed.

To ensure that the obligations under Subcontracts awarded to Subcontractors are met, the Authority will review the Contractor's efforts to promptly pay Subcontractors, Vendors or Suppliers for work performed in accordance with the executed Subcontracts. The Contractor shall pay Subcontractors, Suppliers and Vendors, including DBEs their respective Subcontract amount within fifteen (15) calendar days after the Contractor receives payment from the Authority for the items performed by the Subcontractors. The Contractor shall provide the Subcontractors with a full accounting to include quantities paid and deductions made from the Subcontractor's partial payment at the time the check

is delivered. Failure to do so without cause may result in an amount equal to the amount owed the Subcontractor, Vendor or Supplier, plus 10% of the amount, being withheld by the Authority from the Contractor on the next partial payment. Said amount will continue to be withheld by the Authority until the Subcontractor is paid the amount due plus interest equal to the prime rate plus 1.5%. Notification from the Subcontractor that payment has been received will be required if this clause is invoked. The Authority may require the Contractor to certify the amount paid to Subcontractors.

d. <u>Payments Subject to Submission of Certificates</u>

Each payment to the Contractor by the Authority shall be made subject to submission by the Contractor of all written certifications required of him and his Subcontractors by this PAYMENTS section and as elsewhere required in the Bid Documents.

14. TERMINATION, LIQUIDATED DAMAGES, DELAYS, AND SUSPENSIONS

a. <u>Termination of Contract</u>.

(1) **Cause**: If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in these Bid Documents, or as modified as provided in these Bid Documents, the Authority by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Authority may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the Authority for any additional cost incurred by the Authority in its completion of the work, and they shall also be liable to the Authority for liquidated damages for any delay in the completion of the work, as provided below. If the Contractor's right to proceed is so terminated, the Authority may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore. Contractor shall not be relieved of liability for damages sustained by the Authority as a result of breach of this Contract by Contractor, and the Authority may withhold payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined

(2) **Convenience**: The Authority may additionally terminate this Contract at any time for any reason by notice in writing from the Authority to the Contractor. Said termination shall be effective immediately upon Contractor receipt of such notice. In the event of termination of this Contract by the Authority, Contractor shall be entitled to receive compensation for any satisfactory work completed by Contractor through the effective date of termination. In no event shall Contractor have a claim for loss of profit damages in the event of termination hereunder. Rights to terminate hereunder shall be in addition to and without prejudice to any other right or remedy.

b. <u>Liquidated Damages for Delays</u>.

If the work is not completed within the time stipulated in Section 1 - TIME FOR COMPLETION, including any extensions of time granted under the terms of this contract, the Contractor shall pay to the Authority as fixed, agreed, and liquidated damages for each calendar day of delay, until the work is completed and accepted, the amount as set forth in Section 2 - LIQUIDATED DAMAGES, and the Contractor and its sureties shall be liable to the Authority for the amount thereof.

c. <u>Excusable Delays</u>.

The Contractor shall not be charged with liquidated damages for any delays in the completions of the work due:

(1) To any acts of the Government, including controls or restrictions upon, or requisitioning of, materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(2) To any acts of the Authority, unless such acts and delays have already resulted in extensions to the contract completion date under other provisions of this Contract;

(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including acts of God or of public enemy, acts of another Contractor in the performance of some other contract with the Authority, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

(4) To any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this paragraph "c" which directly affects the Contractor's ability to maintain his schedule.

Provided, however, that the Contractor promptly notifies the Authority within fourteen (14) calendar days in writing of the cause of the delay unless shorter notification period is provided for elsewhere within this Contract. Upon receipt of such notification, the Authority shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Authority shall extend the time for completing the work for a period of time commensurate with the period of excusable delay, only to the extent that said period of excusable delay directly affects the Contractor's ability to perform the work, and delays critical path activities necessary for project completion.

No payment, compensation or adjustment of any kind (other than the extensions of time provided for) shall be made to the Contractor for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable, and the Contractor agrees that it will make no claim for compensation, damages or mitigation of liquidated damages for any such delays, and will accept in full satisfaction for such delays said extension of time.

d. Suspension of Contract:

(1) The Authority may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for a period of time that the Authority determines appropriate for the convenience of the Authority.

(2) If the performance of all or any part of the work is, for an unreasonable period of time suspended, delayed or interrupted (i) by an act of the Authority in the administration of this Contract or (ii) by the Authority's failure to act within the time specified in this Contract (or within a reasonable time if not specified) an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

(3) A claim under this clause shall not be allowed unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

15. DISPUTES

a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within fourteen (14) calendar days of commencement of the dispute, be presented by the Contractor to the Authority for decision. All papers pertaining to claims shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope.

In the meantime the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within fourteen (14) calendar days of its commencement, the claim will be considered only for a period commencing fourteen (14) calendar days prior to the receipt by the Authority of notice thereof.

b. The Contractor shall submit in detail its claim and its proof thereof. Each decision by the Authority will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested.

If the Contractor does not agree with any decision of the Authority, it shall in no case allow the dispute to delay the work but shall notify the Authority promptly in writing that it is proceeding with the work under protest, and it may then except the matter in question from the final release.

16. TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Job Special Provisions (JSP) and not shown on the Construction Drawings or shown on the Drawings and not mentioned in the JSPs shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and JSPs, the matter shall be immediately submitted to the Engineer and the Authority, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at its own risk and expense.

17. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, etc., shall be submitted to the Engineer in four (4) for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at its own risk, with manufacture or installation of any equipment or work covered by said shop drawing, etc., until they are approved, and no claim by the Contractor for extension of the contract time will be granted by reason of its failure in this respect.

b. Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

c. If a shop drawing is in accordance with the Contract or involves only a minor adjustment in the opinion of the Authority and does not involve a change in contract price or time, the Engineer may approve the drawing. The approval shall be general, shall not relieve the Contractor from its responsibility for adherence to the Contract, or for any error in the shop drawing, and shall contain in substance the following:

"The modification shown on the attached drawing is approved in the interest of the Authority to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulations and covenants; and that it is without prejudice to any and all rights of the Authority under the Contract and surety bond or bonds."

18. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for that purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of quality and equality.

b. The Contractor shall furnish at the earliest possible time to the Authority and the Engineer for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics, and all other pertinent information concerning all other materials or articles which the Contractor proposes to incorporate in the work (see SAMPLES, CERTIFICATES AND TESTS.).

c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

d. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the bid opening, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

e. The Authority may require the Contractor to dismiss from the work any such company or employee or employees as the Authority or the Engineer may deem incompetent, or careless, or insubordinate, or otherwise detrimental to the satisfactory completion of the project. In no event shall any entity or individual have a claim for loss of profit damages in the event of termination hereunder.

19. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit to the Engineer all material or equipment samples, certificates, affidavits, etc., as called for in the Bid Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by later or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

b. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer, and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

c. Approval by the Engineer (in conjunction with the Authority and its design team) of any materials shall be general only and shall not constitute a waiver of the Authority's right to demand full compliance with Contract requirements. After actual deliveries, the Authority will have such check tests made as it deems necessary in each instance and may reject materials, equipment and accessories for cause, even though such materials and articles have been given prior general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Authority will have the right to cause their removal and replacement with proper materials or to demand and secure such reparation by the Contractor as is equitable.

20. PERMITS AND CODES

a. The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of federal, state, and local governments. All environmental abatement, remediation, demolition and construction work and/or utility installations shall comply with all applicable ordinances and codes, including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Authority and the Engineer. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the Authority will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the demolition, construction, and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Authority, but a Change Order will be issued to cover only any excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. The Contractor shall at its own expense, secure and pay to the appropriate department of the local government the fees or charges for all permits, including permits for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connections, drains, pavement cuts, building, electrical, plumbing, water, gas, demolition, abatement, and sewer permits, and other permits as required by the local regulatory body or any of its agencies, including street and sidewalk easements and closings.

c. The Contractor shall comply with applicable federal, state, and local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work embraced in this Contract.

d. The Contractor shall pay for securing all permits, inspection deposits, and charges, required by the City of St. Louis and the Metropolitan St. Louis Sewer District, and notify all parties concerned before proceeding with the required work.

21. CARE OF WORK

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Authority.

b. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Authority, is authorized to act at the Contractor's discretion to prevent such threatened loss or injury, and the Contractor shall so act. The Contractor shall likewise act if instructed to do so by the Authority. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Authority as provided in Section 109 - MEASUREMENT AND PAYMENT.

c. The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and it shall at its own expense completely repair any damage caused by its operations.

d. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the work embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Authority and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property, and from all loss or expense and all damages for which the Authority or the Engineer may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

22. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take, or cause to be taken, such additional safety and health measures as the Contractor may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws. The Contractor shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act, as amended, commonly known as the Construction Safety Act, as pertains to health and safety standards, and all O.S.H.A. regulations and requirements.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Authority with reports concerning these matters upon written request by the Authority.

c. The Contractor shall indemnify and save harmless the Authority and the Engineer from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

23. USE OF PREMISES

a. The Contractor shall confine its equipment, storage of materials, and construction operations to the areas described in the JSPs and/or as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the Authority, and shall not unreasonably encumber the site or public rights-of-way with its materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the Authority and the ordinances and codes of the local government, regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

24. REMOVAL OF DEBRIS, CLEANING, ETC.

a. The Contractor shall, periodically or as directed by the Engineer during the progress of the work, remove and legally dispose of all surplus material and debris, and keep the Project Area and public rights-of-way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the project area and public rights-of-way in a neat and clean condition. Trash burning on the site will not be allowed.

b. Upon completion of the work, or as directed by the Authority during the work, the Contractor shall remove all temporary offices, structures and facilities from the site and leave the site of the work clean and in the condition required by the Contract.

25. INSPECTION

a. All materials and workmanship shall be subject to inspection, examination, or test by the Authority and the Engineer at any and all times during the work and at any and all places where such work is carried on. The Authority shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected by the Contractor.

If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Authority may contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the costs of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Authority.

b. The Contractor shall promptly furnish all materials reasonably necessary for any tests which may be required (see SAMPLES, CERTIFICATES AND TESTS). All tests by the Authority will be performed in such manner as not to delay the work unnecessarily and shall be made as described in the Technical Specifications.

c. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Authority or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

26. DEDUCTION FOR UNCORRECTED WORK

If the Authority deems it not expedient to require the Contractor to correct work not done in accordance with the Bid Documents, an equitable deduction from the Contract Price will be made by the Authority and subject to settlement, in case of dispute, as herein provided.

27. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor and Subcontractors shall indemnify and hold harmless all the entities enumerated under General Conditions in Section 33, Paragraph "g.", and all agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work including violation of any applicable environmental law, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such

claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under Workers' or Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

28. WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any charted mortgage or under a conditional sale or other Contract by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work, and, upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by it to the Authority free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any structure, improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection, or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Authority. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

29. SIGNS

Subject to the prior approval of the Authority as to the size, design, type and location, and to local regulations, the Contractor or Subcontractor may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain the signs and signage as may be required by Safety Regulations and as necessary to safeguard life and property. Signs must comply with the Manual on Uniform Traffic Control Devices (MUTCD), 2003 edition.

30. LABOR/MANAGEMENT RELATIONS

The Contractor shall cooperate in connection with the coordination of working relationships between management and labor in the work included under this Contract, with appropriate labor organizations whose members may be or may become involved in such construction, subject to normal business consideration and all applicable Federal, State and local laws, relating to labor/management relations, including the right of a majority of employees to designate a bargaining representative.

31. A.D.A. COMPLIANCE

The Authority does not discriminate against persons with disabilities. The Americans with Disabilities Act (A.D.A.) prohibits discrimination based on disability. Contractors with the Authority must comply with the Act.

Further information on A.D.A. compliance in the construction of this project is included in the JSPs and at Appendix M.

The Authority may verify A.D.A. compliance as it deems appropriate. Failure to comply with the A.D.A. may result in the revocation of the contract.

32. NOTICE TO PROPERTY OWNERS

The Contractor shall give due notice in writing at a reasonable length of time in advance of the work to all owners and occupants, and also to all persons who as agents, or otherwise, may be in charge of any building, or other property, streets, gas, or water pipes, conduits, tracks, or other utilities that may or might be affected by his operations and the Contractor shall allow all such persons or companies, ample time to take all such measurements as may be deemed necessary for the proper protection, or adjustment, of their property and shall not cause any hindrance to, or interference's with, any such persons, companies, or the employees thereof, engaged in carrying out such protection, or adjustment work.

33. PROJECT MEETINGS

a. The Contractor shall conduct progress meetings at the Project Site as needed to ensure timely project execution and to resolve any issues. Notify the Authority and the Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.

b. Attendees: In addition to representatives of the Authority and the Engineer, each Subcontractor, Supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

34. REPORTS AND DOCUMENTATION

The Contractor shall be required to deliver reports and documents to the Authority's Engineer as required. Reports required include, but are not limited to, the following:

a. Schedule Update (at least monthly or as otherwise directed by the Engineer)
b. Weekly Payroll Documentation and Certification/Prevailing Wage
c. Buy America certifications (provided before the product is incorporated into the construction).
d. Shop drawings as required in advance of construction
e. Monthly documentation of DBE usage
f. Monthly documentation of payments to subcontractors and suppliers.
g. DBE Substitution Form (At any time a DBE subcontractor or supplier is unable to perform their work).

In association with payment requests, the Contractor shall submit the following:

a. For every partial payment request, including the initial request, the following reports must be submitted to the Authority:

1. Periodic Estimate for Partial Payment, on an acceptable form,
2. Record of Payments to Subcontractors, Material Suppliers and other vendors,
3. Weekly payroll documentation for Prime Contractor and all Subcontractors,
4. Partial lien waivers for the Contractor and all Subcontractors and Suppliers, for the previous pay period.

b. Final payment request requires the following reports:

1. Required reports for partial payment request (see above paragraph),
2. Contractor's Affidavit regarding Settlement of Claims,
3. Contractor's Affidavit for Compliance with the prevailing Wage Law
4. Final DBE breakdown,
5. Final lien waivers from Contractor and all Subcontractors and Suppliers and
6. Consent of Surety to Final Payment

35. PROJECT CLOSEOUT

The Contractor shall closeout the project in the following manner or as directed by the Project Engineer:

1. Final inspection and approval by the Metropolitan St. Louis Sewer District of all sewers constructed under this contract.
2. Final inspection and acceptance by the Project Engineer.
3. Final inspection and approval by City Agencies involved in the project.
4. Final inspection and approval by MoDOT AND FHWA representatives.
5. Any claim from his Subcontractor(s) or adjacent property owners must be cleared.
6. The Contractor shall maintain a record set of drawings at the site and mark thereon any changes as the work proceeds. Upon completion of the work, one set of record drawings shall be turned over to the Project Engineer. These drawings shall be neat and clear. They shall be revised until they meet the approval of the Project Engineer.

APPENDIX G

JOB SPECIAL PROVISIONS

TABLE OF CONTENTS

LACLEDE'S LANDING STREETSCAPE IMPROVEMENTS

JOB SPECIAL PROVISIONS

No.	*Description*	*Pages*
JSP-01	Selective Demolition	1 - 5
JSP-02	Site Furnishings	1 - 4
JSP-03	Water Mains and Service Lines	1 - 2
JSP-04	Electrical for Street Lights	1 - 1
JSP-05	Site Clearing	1 - 3
JSP-06	Earth Moving	1 - 8
JSP-07	Dewatering	1 - 2
JSP-08	Excavation Support and Protection	1 - 3
JSP-09	Concrete Paving	1 - 12
JSP-10	Decorative Concrete Paving	1 - 13
JSP-11	Concrete Paving Joint Sealants	1 - 4
JSP-12	Unit Paving	1 - 5
JSP-13	Planting Soil	1 - 2
JSP-14	Coordination and Site Conditions	1 – 4
JSP-15	Plants	1 - 8
JSP-16	Storm Sewers	1 - 2
JSP-17	Subdrainage	1 - 4
JSP-18	ADA Compliance and Final Acceptance	1 - 2
JSP-19	Traffic Control/Pedestrian Access	1 - 2
JSP-20	Utilities	1 – 2
JSP-21	Mobilization	1 – 2
JSP-22	Utility Coordination	1 – 3
JSP-23	Bid Alternates	1 – 1
JSP-24	Cobblestone Paving	1 – 4
JSP-25	Construction Staking	1 – 1
JSP-26	City Water Division Tie-In Work	1 – 1
JSP-27	Steam Line Abandonment	1 – 1
JSP-28	Temporary Wiring for Lighting Circuits	1 – 1

End of Job Special Provisions

JSP-01
JOB SPECIAL PROVISIONS – Selective Demolition

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

All work shall be done and paid for according to Section 02220 – REMOVALS of the City of St. Louis Board of Public Service Standard Specifications, Bid Items, and Standard Details for Street and Alley Construction, January 2012 Edition, except as supplemented or amended hereinafter.

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected site elements.
2. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 PREINSTALLATION MEETINGS

A. Pre-demolition Conference: Conduct conference at Project site.

1.4 INFORMATIONAL SUBMITTALS

A. Pre-demolition Photographs or Video: Submit before Work begins.

1.5 CLOSEOUT SUBMITTALS

A. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE (Not used)

1.7 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. Hazardous materials will be removed by Owner before start of the Work.
2. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials not being re-used on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

D. Survey of Existing Conditions: Record existing conditions by use of measured drawings.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."

B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Arrange to shut off indicated utilities with utility companies.
2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to adjacent buildings.
3. Disconnect, demolish, and remove utilities indicated to be removed.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."

B. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Protect items from damage during transport and storage.
3. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

PART 4 - PAYMENT

A. For this work, which shall include all necessary labor, materials and equipment, the Contractor shall receive the amount for the Pay Item "Excavation, Demolition and Haul Off" as stated in the Bid.

END OF JOB SPECIAL PROVISIONS JSP-01

JSP-02
JOB SPECIAL PROVISIONS – Site Furnishings

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Seating.
2. Trash Receptacles
3. Planters

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples: For each exposed product and for each color and texture specified.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For site furnishings to include in maintenance manuals.

1.5 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Bench Replacement: One (1) full-size unit for each size indicated.
2. Trash Receptacles: One (1) full size unit for each size indicated.
3. Planter: Two (2) full-size units for each size indicated.

PART 2 - PRODUCTS

2.1 SEATING

A. Products: Subject to compliance with requirements, provide the following:

1. DuMor, Inc. 144 Series steel bench (without back); color: black, 6' long. All steel members coated with zinc rich epoxy then finished with polyester powder coating or approved equal.

2.2 TRASH RECEPTACLES

A. Products: Subject to compliance with requirements, provide the following:

1. Victor Stanley, Inc. Ironsites S-42 Series 36 gallon litter receptacle; height: 38 5/8"; outside diameter: 28 1/8 "; powder coated steel; color: black, with black plastic liner and dome lid or approved equal.

2.3 PLANTERS

A. Products: Subject to compliance with requirements, provide the following:

1. Flat Bottom Planters: Riverside Planters Flat Bottom Planters FB28; top outside diameter: 27 ½"; depth: 13"; color quarry black or approved equal.

2. Tall Planters: Riverside Planters Bell Planters RB30; top outside diameter: 30"; depth: 24"; color: quarry black or approved equal.

2.4 MATERIALS

A. Steel and Iron: Free of surface blemishes and complying with the following:

1. Plates, Shapes, and Bars: ASTM A 36/A 36M.
2. Steel Pipe: Standard-weight steel pipe complying with ASTM A 53/A 53M, or electric-resistance-welded pipe complying with ASTM A 135/A 135M.
3. Tubing: Cold-formed steel tubing complying with ASTM A 500/A 500M.
4. Sheet: Commercial steel sheet complying with ASTM A 1011/A 1011M.

B. Anchors, Fasteners, Fittings, and Hardware: Galvanized steel.

1. Anchors/Fasteners: For inconspicuously bolting legs and bottom plates, of site furnishings, to paving as per manufacturer's recommendation.

C. Plastics: Free of surface blemishes and complying with the following:
1. All virgin, prime polyethylene
2. UV stabilized using hindered amine light stabilizer.

3. Weather resistant to the temperature of minus 40 degrees Celsius.

2.5 GENERAL FINISH REQUIREMENTS

A. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.6 BUY AMERICA REQUIREMENT

A. On all federal-aid projects, the contractor's attention is directed to Title 23, CFR 635.410, titled ***Buy America Requirements***. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

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

C. "Minor usage" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or $2500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

D. For each domestic permanent steel or iron item, the contractor shall furnish to the engineer for approval, a manufacturer's certification in the USA, including the coating process if applicable. For foreign items, a statement of the specific foreign manufacturing location(s) shall be provided.

E. Upon delivery to the project, the contractor shall certify to the engineer that all steel, iron and coating processes for steel or iron incorporated into the contract work are in accordance with this specification, except as noted. All exceptions and associated costs shall be listed in the same document.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.

B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.

C. Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEARSUREMENT AND BASIS OF PAYMENT

A. Payment will be made for the Pay Item "6 Foot Backless Metal Bench" at the amount stated in the Bid and shall include the costs for materials, shipping and handling, labor, tools and equipment for the installation in place.

END OF JOB SPECIAL PROVISIONS JSP-02

JSP-03

JOB SPECIAL PROVISIONS – Water Mains and Service Lines

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

All work related to Water Mains, Service Lines and Appurtenances shall conform to the requirements of the City of St. Louis Department of Public Utilities Water Division Policies and Regulations for Large Service Connections, Laying of Water Mains and Small Service Connections 2011.

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes water-distribution piping and related components outside the building for water mains, water service, fire-service mains and combined water service and fire-service mains.

B. Utility-furnished products include water meters that will be furnished to the site for installation.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Detail precast concrete vault assemblies and indicate dimensions, method of field assembly, and components.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control test reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements:

1. Comply with requirements of utility company supplying water. Include tapping of water mains and backflow prevention.
2. Comply with standards of authorities having jurisdiction for potable-water-service piping, including materials, installation, testing, and disinfection.
3. Comply with standards of authorities having jurisdiction for fire-suppression water-service piping, including materials, hose threads, installation, and testing.

B. Piping materials shall bear label, stamp, or other markings of specified testing agency.

C. Comply with ASTM F 645 for selection, design, and installation of thermoplastic water piping.

D. Comply with FMG's "Approval Guide" or UL's "Fire Protection Equipment Directory" for fire-service-main products.

E. NFPA Compliance: Comply with NFPA 24 for materials, installations, tests, flushing, and valve and hydrant supervision for fire-service-main piping for fire suppression.

F. NSF Compliance:
   1. Comply with NSF 61 for materials for water-service piping and specialties for domestic water.

1.6 PROJECT CONDITIONS

A. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service according to requirements indicated:

   1. Notify Engineer no fewer than two days in advance of proposed interruption of service.
   2. Do not proceed with interruption of water-distribution service without Engineers written permission.

1.7 COORDINATION

A. Coordinate connection to water main with utility company.

PART 2 - PRODUCTS

All Products used for the installation of Water Mains, Service Lines and Appurtenances shall conform to the requirements of the City of St. Louis Department of Public Utilities Water Division Policies and Regulations for Large Service Connections, Laying of Water Mains and Small Service Connections 2011.

PART 3 - EXECUTION

All Execution (Installation Means and Methods) used for installation of the Water Mains, Service Lines and Appurtenances shall conform to the requirements of the City of St. Louis Department of Public Utilities Water Division Policies and Regulations for Large Service Connections, Laying of Water Mains and Small Service Connections 2011.

PART 4 - PAYMENT

A. For this work, which shall include all necessary labor, materials and equipment, the Contractor shall receive the amount for the Pay Items associated with "Water Main (8")- Abandon and Replace", "Water Service Lines (3/4"-6"), Abandon and Replace", "Fire Hydrants – Remove and Replace", "Water Lines to FH (6") – Abandon and Replace", "Water Manholes –Abandon and Replace", "Water Valve – Abandon and Replace", and "Water Meter – Abandon and Replace" as stated in the Bid.

END OF JOB SPECIAL PROVISIONS JSP-03

JSP-04
JOB SPECIAL PROVISIONS – Electrical for Street Lighting

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

1. SCOPE:

This JSP covers relocation of the existing poles and lighting fixtures along 1st and 2nd streets from Washington Avenue to Morgan Street, installation of all new conduit and wire to serve the relocated lights, adjusting existing junction boxes to new grades, installation of new junction boxes, where required, and temporary wiring for lighting circuits as described in JSP-28.

2. EXISTING CONDITIONS

The existing wiring system serves additional lighting outside the project limits. The lighting outside the project limits shall remain in service during construction by installing temporary lighting circuits during construction.

3. EXECUTION

The Contractor shall engage an Electrical Contractor (EC) licensed in the City of St. Louis to perform the work.

No less than 24 hours prior to performing any work involving disconnection or connection of power to the electrical system, the EC shall contact Lighting Division.

Poles shall be carefully removed and stored in a safe location for re-installation on new foundations. Damage caused by the EC during removal and re-installation shall be repaired by the EC.

All work shall be in accordance with the Lighting Division requirements.

4. PAYMENT

For this work, which shall include all necessary labor, materials and equipment, the Contractor shall receive the amount for the Pay Items associated with "Street Light Removal and Replacement", and "Street Light Pull Box Adjust to Grade" as stated in the Bid.

END OF JOB SPECIAL PROVISIONS JSP-04

JSP-05
JOB SPECIAL PROVISIONS – Site Clearing

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

All work shall be done and paid for according to Section 02230 – SITE CLEARING of the City of St. Louis Board of Public Service Standard Specifications, Bid Items, and Standard Details for Street and Alley Construction, January 2012 Edition, except as supplemented or amended hereinafter.

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Removing above- and below-grade site improvements.
4. Disconnecting, capping or sealing site utilities.
5. Temporary erosion- and sedimentation-control measures.

1.2 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled for re-use or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Re-used Improvements: Carefully remove items indicated to be re-used and store in a safe location until ready to be re-used.

C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

E. The following practices are prohibited within the public Right of Way that is outside of the phase of the project not currently being worked on:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Erection of sheds or structures.
4. Impoundment of water.
5. Excavation or other digging unless otherwise indicated.
6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in "JSP-06 Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Standards and requirements of authorities having jurisdiction.

B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until new pavement has been installed.

D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

A. General: Protect trees and plants remaining on-site according to requirements in "JSP-15 Plants".

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Landscape Architect.

3.4 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.

1. Arrange with utility companies to shut off indicated utilities.

B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer's written permission.

C. Removal of underground utilities is included in earthwork sections and with applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security and utilities sections and "JSP-01 Selective Demolition."

3.5 CLEARING AND GRUBBING (Not used)

3.6 TOPSOIL STRIPPING (Not Used)

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

PART 4 - PAYMENT

A. For this work, which shall include all necessary labor, materials and equipment, the Contractor shall receive the amount for the Pay Item "Tree Removal" as stated in the Bid.

END OF JOB SPECIAL PROVISIONS JSP-05

JSP-06
JOB SPECIAL PROVISIONS – Earth Moving

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

Compaction Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform all tests and inspections.

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Preparing subgrades for slabs-on-grade, walks, pavements, and plants.
2. Drainage course for concrete slabs-on-grade.
3. Subbase course for concrete walks and pavements.
4. Excavating and backfilling for utility trenches.

1.2 DEFINITIONS

A. Backfill: Soil material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer below the Base Course that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 QUALITY ASSURANCE

A. Pre-excavation Conference: Conduct conference at Project site.

1.4 PROJECT CONDITIONS

A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth moving operations.

B. Do not commence earth moving operations until plant-protection measures specified in "JSP-15 Plants" are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.

C. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (37.5-mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.

E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

F. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.

B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750 mm) deep; colored to comply with local practice or requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.

B. Protect and maintain erosion and sedimentation controls during earth moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil

materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

3.3 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: 12 inches (300 mm) each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material, 4 inches (100 mm) deeper elsewhere, to allow for bedding course.

D. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3. Cut and protect roots according to requirements in "JSP-15 Plants".

3.6 SUBGRADE INSPECTION

A. Proof-roll subgrade below pavements with a pneumatic-tired dump truck to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi (17.2 MPa), may be used when approved by Architect.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.8 STORAGE OF SOIL MATERIALS (Not used)

3.9 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in "JSP-09 Concrete Paving".

D. Trenches under Roadways: Provide 4-inch- (100-mm-) thick, concrete-base slab support for piping or conduit less than 30 inches (750 mm) below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches (100 mm) of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 321313 "Concrete paving."

E. Place and compact initial backfill of subbase material, free of particles larger than 1 inch (25 mm) in any dimension, to a height of 12 inches (300 mm) over the pipe or conduit.

1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

F. Place and compact final backfill of satisfactory soil to final subgrade elevation.

G. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

3.10 SOIL FILL (Not used)

3.11 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches (200 mm)]in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698 or ASTM D 1557:

1. Under steps and pavements, compact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 95 percent.
2. Under walkways, compact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 92 percent.
3. Under unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill material at 95 percent.

3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Unpaved Areas: Plus or minus 1 inch (25 mm).
2. Walks: Plus or minus 1/2 inch (25 mm).
3. Pavements: Plus or minus 1/2 inch (13 mm).

3.14 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:

1. Shape subbase course and base course to required crown elevations and cross-slope grades.
2. Place subbase course and base course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
3. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.15 DRAINAGE COURSE UNDER CONCRETE PAVEMENT

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under concrete slabs-on-grade as follows:

1. Place drainage course that exceeds 6 inches (150 mm) in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick.
2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving either at Contractors risk or only after test results for previously completed work comply with requirements.

C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace materials to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

PART 4 - MEASUREMENT AND PAYMENT

4.1 No separate payment shall be made for any items in this section required by the Contractor.

END OF JOB SPECIAL PROVISIONS JSP-06

JSP-07
JOB SPECIAL PROVISIONS – Dewatering

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes construction dewatering.

1.2 PREINSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1.3 FIELD CONDITIONS

A. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

PART 3 - EXECUTION

3.1 PREPARATION

A. Provide temporary grading to facilitate dewatering and control of surface water.

B. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 311000 "Site Clearing," during dewatering operations.

3.2 INSTALLATION

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

1. Space well points or wells at intervals required to provide sufficient dewatering.
2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.

B. Place dewatering system into operation to lower water to specified levels before excavating below ground-water level.

C. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

3.3 OPERATION

A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.

B. Operate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.

1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
3. Maintain piezometric water level a minimum of 24 inches (600 mm) below bottom of excavation.

C. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches (900 mm) below overlying construction.

3.4 FIELD QUALITY CONTROL

Survey-Work Benchmarks: Resurvey benchmarks regularly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Architect if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

PART 4 - MEASUREMENT AND PAYMENT

4.1 No separate payment shall be made for any items in this section required by the contractor.

END OF JOB SPECIAL PROVISIONS JSP-07

JSP-08
JOB SPECIAL PROVISIONS – Excavation Support and Protection

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes temporary excavation support and protection systems.

1.2 PREINSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at Project site.

1.3 INFORMATIONAL SUBMITTALS

A. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

B. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

1.4 FIELD CONDITIONS

A. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Provide, design, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting earth and hydrostatic pressures and superimposed and construction loads.

1. Design excavation support and protection system, including comprehensive engineering analysis by a qualified professional engineer.

PART 3 - EXECUTION

3.1 SOLDIER PILES AND LAGGING (Not Used)

3.2 SHEET PILING (Not Used)

3.3 TIEBACKS

A. Drill, install, grout, and tension tiebacks.

B. Test load-carrying capacity of each tieback and replace and retest deficient tiebacks.

1. Have test loading observed by a qualified professional engineer responsible for design of excavation support and protection system.

C. Maintain tiebacks in place until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.4 BRACING

A. Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.

1. Do not place bracing where it will be cast into or included in permanent concrete work unless otherwise approved by Architect.
2. Install internal bracing if required to prevent spreading or distortion of braced frames.
3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.5 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks regularly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Engineer if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

3.6 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.

1. Remove excavation support and protection systems to a minimum depth of 48 inches (1200 mm) below overlying construction and abandon remainder.

B. Leave excavation support and protection systems permanently in place.

PART 4 - MEASUREMENT AND PAYMENT

4.1 No separate payment shall be made for any items in this section required by the contractor.

END OF JOB SPECIAL PROVISIONS JSP-08

JSP-09
JOB SPECIAL PROVISIONS – Concrete Paving

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

Concrete Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform all tests and inspections.

All work shall be done and paid for according to the City of St. Louis Board of Public Service Standard Specifications, Bid Items, and Standard Details for Street and Alley Construction, January 2012 Edition, except as supplemented or amended hereinafter.

The City Standard Specification shall be amended per the following information.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Roadways.
2. Curbs and gutters.
3. Sidewalks, ramps, and flares.
4. Detectable Warning Devices for curb ramps.

B. Related Sections:

1. "JSP-10 Decorative Concrete Paving" for colored concrete.
2. "JSP-11 Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.
3. "JSP-12 Unit Paving" for edge restraints.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer, ready-mix concrete manufacturer and testing agency.

B. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Admixtures.
4. Curing compounds.
5. Applied finish materials.
6. Bonding agent or epoxy adhesive.
7. Joint fillers.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Detectable Warning Devices: Submit manufacturers data for detectable warning surface devices including color, adhesives, and anchoring methods.

B. Detectable Warning Device Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.

C. Concrete Testing Service: Owner will engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures. Contractor shall provide material samples as required for testing.

D. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.

E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups of full-thickness sections of concrete paving and for curb and gutter to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

F. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to concrete paving, including but not limited to, the following:

a. Concrete mixture design.
b. Quality control of concrete materials and concrete paving construction practices.

2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:

a. Contractor's superintendent.

1.7 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves with a radius of 100 feet (30.5 m) or less. Do not use notched and bent forms.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from steel wire into flat sheets.

B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.

C. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars.

D. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420) plain-steel bars. Cut bars true to length with ends square and free of burrs.

E. Epoxy-Coated, Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420), plain-steel bars.

F. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.

G. Zinc Repair Material: ASTM A 780.

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:

1. Portland Cement: ASTM C 150, gray portland cement Type II.

B. Normal-Weight Aggregates: ASTM C 33, Class 4S, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: Potable and complying with ASTM C 94/C 94M.

D. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, nonfading, and resistant to lime and other alkalis.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

a. Bon Tool Co.
b. Brickform.
c. Butterfield Color.
d. ChemMasters.
e. Davis Colors.
f. Dayton Superior Corporation.
g. Decosup Inc.
h. Dynamic Color Solutions, Inc.
i. Elementis Pigments.
j. Hoover Color Corporation.
k. Lambert Corporation.
l. QC Construction Products.
m. Scofield, L. M. Company.
n. Solomon Colors, Inc.
o. Specialty Concrete Products, Inc.
p. Stampcrete International Ltd.
q. SureCrete Design Products

2. Color: As selected by Landscape Architect from manufacturer's full range.

Curb and Gutter: Scofield Chromix Admixtures for Color-Conditioned Concrete French Gray (C-14) or approved equal.

Intersection Crosswalk Paving, as shown on Contract Documents: Scofield Chromix Admixtures for Color-Conditioned Concrete French Gray (C-14) or approved equal.

2.4 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry or cotton mats.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Axim Italcementi Group, Inc.; Caltexol CIMFILM.
b. BASF Construction Chemicals, LLC; Confilm.
c. ChemMasters; Spray-Film.
d. Conspec by Dayton Superior; Aquafilm.
e. Dayton Superior Corporation; Sure Film (J-74).
f. Edoco by Dayton Superior; BurkeFilm.
g. Euclid Chemical Company (The), an RPM company; Eucobar.
h. Kaufman Products, Inc.; VaporAid.
i. Lambert Corporation; LAMBCO Skin.
j. L&M Construction Chemicals, Inc.; E-CON.
k. Meadows, W. R., Inc.; EVAPRE.
l. Metalcrete Industries; Waterhold.
m. Nox-Crete Products Group; MONOFILM.
n. Sika Corporation, Inc.; SikaFilm.
o. SpecChem, LLC; Spec Film.
p. Symons by Dayton Superior; Finishing Aid.
q. TK Products, Division of Sierra Corporation; TK-2120 TRI-FILM.
r. Unitex; PRO-FILM.
s. Vexcon Chemicals Inc.; Certi-Vex EnvioAssist.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Anti-Hydro International, Inc.; A-H Curing Compound #2 DR WB.
b. ChemMasters; Safe-Cure Clear.
c. Conspec by Dayton Superior; D.O.T. Resin Cure, DSSCC Clear Resin Cure.
d. Dayton Superior Corporation; Day-Chem Rez Cure (J-11-W).
e. Edoco by Dayton Superior; DSSCC Clear Resin Cure, Resin Emulsion Cure V.O.C. (Type I).
f. Euclid Chemical Company (The), an RPM company; Kurez W VOX.
g. Kaufman Products, Inc.; Thinfilm 420.
h. Lambert Corporation; AQUA KURE - CLEAR.
i. L&M Construction Chemicals, Inc.; L&M CURE R.
j. Meadows, W. R., Inc.; 1100-CLEAR SERIES.
k. Nox-Crete Products Group; Resin Cure E.
l. SpecChem, LLC; PaveCure Rez.
m. Symons by Dayton Superior; Resi-Chem Clear.
n. Tamms Industries, Inc., Euclid Chemical Company (The); TAMMSCURE WB 30C.
o. TK Products, Division of Sierra Corporation; TK-2519 WB, TK-2519 DC WB.
p. Vexcon Chemicals Inc.; Certi-Vex Enviocure 100.

2.5 RELATED MATERIALS

A. Joint Fillers: ASTM D 1752, cork or self-expanding cork in preformed strips.

B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

2.6 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

1. Concrete supplier shall use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.

B. Proportion mixtures to provide normal-weight concrete with the following properties:

1. Compressive Strength (28 Days): 4000 psi (27.6 MPa).
2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
3. Slump Limit: 5 inches (125 mm), plus or minus 1 inch (25 mm).

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

D. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116]. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

2.8 DETECTABLE WARNING DEVICES

A. Surface applied polyurethane detectable warning mat, using exterior grade tactile surface, incorporating truncated domes.

B. Color shall be light gray.

C. Size as indicated on the drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch (13 mm) according to requirements in Section 312000 "Earth Moving."

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

D. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.

3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
2. Provide tie bars at sides of paving strips where indicated.
3. Butt Joints: Use bonding agent or epoxy bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 15 feet and at all beginnings and ends of radius at curbs, unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.

B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete according to ACI 301 (ACI 301M) by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels and joint devices.

H. Screed paving surface with a straightedge and strike off.

I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.

K. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

L. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm) and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

3.9 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:

1. Elevation: 3/4 inch .
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot long, unleveled straightedge not to exceed 1/2 inch.
4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
5. Lateral Alignment and Spacing of Dowels: 1 inch.
6. Vertical Alignment of Dowels: 1/4 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
8. Joint Spacing: 3 inches.

9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch no minus.

3.10 FIELD QUALITY CONTROL

A. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 will be performed by the Owner's testing agency according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mixture placed each day.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
4. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.

    a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.

B. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).

C. Test results shall be reported in writing to owner, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

D. Concrete paving will be considered defective if it does not pass tests and inspections.

E. Additional testing and inspecting will be performed by the Owner's testing agency to determine compliance of replaced or additional work with specified requirements.

3.11 REPAIRS AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.

B. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

C. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

PART 4 - PAYMENT

A. All concrete work associated with the Handicapped Ramps and Flares will be paid for in the Concrete Sidewalk Pay Item.

B. For this work, which shall include all necessary labor, materials and equipment, the Contractor shall receive the amount for the Pay Items associated with "Concrete Pavement (10")and Aggregate Base (8")", "Concrete Curb and Gutter", " Concrete Sidewalk (5") over Aggregate Base (4") with 2' wide brick paver band", and "Detectable Warning Device" as stated in the Bid.

END OF JOB SPECIAL PROVISIONS JSP-09

JSP-10
JOB SPECIAL PROVISIONS – Decorative Concrete Paving

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

Concrete Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform all tests and inspections.

All work shall be done and paid for according to the City of St. Louis Board of Public Service Standard Specifications, Bid Items, and Standard Details for Street and Alley Construction, January 2012 Edition, except as supplemented or amended hereinafter.

The City Standard Specification shall be amended per the following information.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes colored and stamped concrete paving.

B. Related Sections:

1. "JSP-09 Concrete Paving" for cast-in-place concrete paving with other finishes, curbs and gutters, stamped detectable warnings, pavement markings, and wheel stops.
2. "JSP-11 Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within decorative concrete paving and in joints between decorative concrete paving and asphalt paving or adjacent construction.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color, pattern, or texture selection.

C. Samples for Verification: For each type of exposed color, pattern, or texture indicated.

D. Other Action Submittals:

1. Design Mixtures: For each decorative concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer ready-mix concrete manufacturer and testing agency.

B. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or epoxy adhesive.
8. Joint fillers.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer of decorative concrete paving systems.

B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

C. Concrete Testing Service: Owner will engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures. Contractor shall provide material samples as required for testing.

D. Source Limitations: Obtain decorative concrete paving products and each type or class of cementitious material of the same brand from same manufacturer's plant, and obtain each aggregate from single source.

E. ACI Publications: Comply with ACI 301 (ACI 301M)unless otherwise indicated.

F. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups of full-thickness sections of decorative concrete paving to demonstrate typical joints; surface color, pattern, and texture; curing; and standard of workmanship.

G. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to decorative concrete paving, including but not limited to, the following:

a. Concrete mixture design.
b. Quality control of concrete materials and decorative concrete paving construction practices.

1.7 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves of a radius of 100 feet (30.5 m) or less. Do not use notched and bent forms.

B. Forms for Textured Finish Concrete: Units of face design, size, arrangement, and configuration indicated. Provide solid backing and form supports to ensure stability of textured form liners.

C. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.

B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-drawn steel wire into flat sheets.

C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.

D. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 (Grade 420) plain-steel bars. Cut bars true to length with ends square and free of burrs.

2.3 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of same type, brand, and source throughout Project:

1. Portland Cement: ASTM C 150, gray portland cement Type II. Supplement with the following:

   a. Fly Ash: ASTM C 618, Class C or Class F.
   b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

B. Normal-Weight Aggregates: ASTM C 33, Class 4S, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: Potable and complying with ASTM C 94/C 94M.

D. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A**,** colored.
2. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D, colored.
3. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.

E. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, nonfading, and resistant to lime and other alkalis.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Bon Tool Co.
   b. Brickform.
   c. Butterfield Color.
   d. ChemMasters.
   e. Davis Colors.
   f. Dayton Superior Corporation.
   g. Decosup Inc.
   h. Dynamic Color Solutions, Inc.
   i. Elementis Pigments.
   j. Hoover Color Corporation.
   k. Lambert Corporation.
   l. QC Construction Products.

m. Scofield, L. M. Company.
n. Solomon Colors, Inc.
o. Specialty Concrete Products, Inc.
p. Stampcrete International Ltd.
q. SureCrete Design Products.

F. Liquid Release Agent: Manufacturer's standard, clear, evaporating formulation that facilitates release of stamp mats and texture rollers.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Advanced Surfaces Inc.; Liquid Release.
b. Artcrete, Inc.; Faux Brick Release Agent - Liquid.
c. Bon Tool Co.; Liquiform Release Agent.
d. Brickform; Liquid Release.
e. Butterfield Color; Butterfield Color Clear Liquid Release.
f. Decosup Inc.; Decosup Liquid Release.
g. Matcrete Precision Stamped Concrete Tools; Liquid Release Agent.
h. Proline Concrete Tools, Inc.; Dura-Liquid Release Agent.
i. QC Construction Products; QC Liquid Release, QC Liquid Release Advantage.
j. Scofield, L. M. Company; LITHOTEX Liquid Release.
k. Southern Color N.A., Inc.; Mosaics Clear Liquid Release.
l. Stampcrete International Ltd.; Stampcrete Liquid Release.
m. Superior Decorative by Dayton Superior; Pro Liquid Release.
n. SuperStone, Inc.; Bubble Gum Liquid Release.
o. Symons by Dayton Superior; Clear Liquid Release.

2.4 STAMPING DEVICES

A. Stamp Mats: Semirigid polyurethane mats with projecting textured and ridged underside capable of imprinting texture and joint patterns on plastic concrete.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Advanced Surfaces Inc.
b. Bomanite Corporation.
c. Bon Tool Co.
d. Brickform.
e. Butterfield Color.
f. Creative Urethane Concepts, Inc.
g. Matcrete Precision Stamped Concrete Tools.
h. Proline Concrete Tools, Inc.
i. Scofield, L. M. Company.
j. Southern Color N.A., Inc.
k. Stampcrete International Ltd.
l. Superior Decorative by Dayton Superior.
m. SuperStone, Inc.

n. SureCrete Design Products.

2.5 CURING AND SEALING MATERIALS

A. Curing Paper: Nonstaining, waterproof paper, consisting of two layers of kraft paper cemented together and reinforced with fiber, and complying with ASTM C 171.

B. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Axim Italcementi Group, Inc.; Caltexol CIMFILM.
b. BASF Construction Chemicals, LLC; Confilm.
c. Bon Tool Co.; #32-301 Evaporation Retarder.
d. Brickform; Evaporation Retarder.
e. ChemMasters; Spray-Film.
f. Conspec by Dayton Superior; Aquafilm.
g. Dayton Superior Corporation; Sure Film (J-74).
h. Edoco by Dayton Superior; BurkeFilm.
i. Euclid Chemical Company (The), an RPM company; Eucobar.
j. Kaufman Products, Inc.; VaporAid.
k. Lambert Corporation; LAMBCO Skin.
l. L&M Construction Chemicals, Inc.; E-CON.
m. Meadows, W. R., Inc.; EVAPRE.
n. Metalcrete Industries; Waterhold.
o. Nox-Crete Products Group; MONOFILM.
p. Sika Corporation, Inc.; SikaFilm.
q. SpecChem, LLC; Spec Film.
r. Symons by Dayton Superior; Finishing Aid.
s. TK Products, division of Sierra Corporation; TK-2120 TRI-FILM.
t. Unitex; PRO-FILM.
u. Vexcon Chemicals Inc.; Certi-Vex EnvioAssist.

C. Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type I, Class B, manufactured for colored concrete.

1. For integrally colored concrete, curing compound shall be pigmented type approved by coloring admixture manufacturer.

2.6 RELATED MATERIALS

A. Joint Fillers ASTM D 1752, cork or self-expanding cork in preformed strips.

B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

C. Epoxy Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:

1. Types I and II, non-load bearing, and Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

D. Polyethylene Film: ASTM D 4397, 1 mil (0.025 mm) thick, clear.

2.7 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

B. Proportion mixtures to provide normal-weight concrete with the following properties:

1. Compressive Strength (28 Days): 4000 psi (27.6 MPa).
2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
3. Slump Limit: 5 inches (125 mm), plus or minus 1 inch (25 mm).

C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
1. Air Content: 6 percent plus or minus 1.5 percent for 3/4-inch (19-mm) nominal maximum aggregate size.

D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing admixture in concrete as required for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash or Pozzolan: 25 percent.
2. Ground Granulated Blast-Furnace Slag: 50 percent.
3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

G. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below decorative concrete paving to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction and repeat in perpendicular direction]. Limit vehicle speed to 3 mph (5 km/h).
2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

B. Protect adjacent construction from discoloration and spillage during application of color hardeners, release agents, stains, curing compounds, and sealers.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch (50-mm) overlap to adjacent mats.

3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
2. Butt Joints: Use bonding agent or epoxy bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
3. Dowelled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 15 feet unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch (6-mm) radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.

   a. Tolerance: Ensure that grooved joints are within 3 inches (75 mm) either way from centers of dowels.

2. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.

B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Screed paving surface with a straightedge and strike off.

H. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

I. Hot-Weather Placement: Comply with ACI 301 (ACI 301M)and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.
4. .

3.7 STAMPING

A. Mat Stamping: After floating and while concrete is plastic, apply mat-stamped finish.

1. Pigmented Powder Release Agent: Uniformly distribute onto concrete at a rate of 3 to 4 lb/100 sq. ft. (1.5 to 2 kg/10 sq. m).
2. Liquid Release Agent: Apply liquid release agent to the concrete surface and the stamp mat. Uniformly mist surface of concrete at a rate of 5 gal/1000 sq. ft. (0.2 L/sq. m).
3. After application of release agent, accurately align and place stamp mats in sequence.
4. Uniformly load mats and press into concrete to produce required imprint pattern and depth of imprint on concrete surface. Gently remove stamp mats. Hand stamp edges and surfaces unable to be imprinted by stamp mats.
5. Remove residual release agent according to manufacturer's written instructions, but no fewer than three days after stamping concrete. High-pressure-wash surface and joint patterns, taking care not to damage stamped concrete. Control, collect, and legally dispose of runoff.

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Compound: Apply curing compound immediately after final finishing. Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas that have been subjected to heavy rainfall within three hours after application. Maintain continuity of coating, and repair damage during curing period.

1. Cure integrally colored concrete with a pigmented curing compound.

3.9 FIELD QUALITY CONTROL

A. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
2. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
3. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when it is 80 deg F (27 deg C) and above, and one test for each composite sample.

B. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Landscape Architect.

C. Decorative concrete paving will be considered defective if it does not pass tests and inspections.

D. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.10 REPAIRS AND PROTECTION

A. Remove and replace decorative concrete paving that is broken or damaged or does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Landscape Architect.

B. Protect decorative concrete paving from damage. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

C. Maintain decorative concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

3.11 DECORATIVE CONCRETE PAVING SCHEDULE

A. Patterned Decorative Concrete Paving.

1. Locations: Install at intersections as shown on contract documents.

2. Coloring Method: Integrally colored.

    a. Color: As selected by Landscape Architect from manufacturer's full range. Intersection Paving as indicated on contract documents:

        1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

            a. Brickform Powdered Integral Color, Slate
            b. Butterfield, Select Grade Integral Color Concrete, 5G07-Gray
            c. Davis Colors, Powder Pigment Light Gray 860
            d. Scofield Chromix Admixtures for Color-Conditioned Concrete, French Gray C-14

3. Field Patterning Method: Stamped.

    a. Texture and Pattern: Bomanite Medium Ashlar Slate Pattern or approved equal as indicated on contract documents at intersections.

    b. Texture and Pattern: Bomanite 12" x 12" Slate Pattern or approved equal as indicated on contract documents at intersection crosswalks.

PART 4 - PAYMENT

A. F

B. No separate payment shall be made for this work in this, which shall include all necessary labor, materials and equipment. The work shall be included in the Pay Items associated with Concrete Paving.

END OF JOB SPECIAL PROVISIONS JSP-10

JSP-11
JOB SPECIAL PROVISIONS – Concrete Paving Joint Sealants

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

All work shall be done and paid for according to the City of St. Louis Board of Public Service Standard Specifications, Bid Items, and Standard Details for Street and Alley Construction, January 2012 Edition, except as supplemented or amended hereinafter.

The City Standard Specification shall be amended per the following information.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Cold-applied joint sealants.

B. Related Requirements:
1. "JSP-09 Concrete Paving" for cast-in-place concrete paving with other finishes, curbs and gutters, stamped detectable warnings, pavement markings, and wheel stops.
2. "JSP-10 Decorative Concrete Paving" for colored concrete.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of joint sealant and accessory.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

1.6 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

A. Single Component, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Meadows, W.R.,Inc; Pourthane SL.

2.3 JOINT-SEALANT BACKER MATERIALS

A. Joint-Sealant Backer Materials: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.

2.4 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.

C. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of joint-sealant backings.
2. Do not stretch, twist, puncture, or tear joint-sealant backings.
3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:

1. Place joint sealants so they fully contact joint substrates.
2. Completely fill recesses in each joint configuration.

3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

3.4 CLEANING AND PROTECTION

A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

PART 4 - MEASUREMENT AND PAYMENT

4.1 No separate payment shall be made for any items in this section required by the Contractor.

END OF JOB SPECIAL PROVISIONS JSP-11

JSP-12
JOB SPECIAL PROVISIONS – Unit Paving

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

All work shall be done and paid for according to the City of St. Louis Board of Public Service Standard Specifications, Bid Items, and Standard Details for Street and Alley Construction, January 2012 Edition, except as supplemented or amended hereinafter.

The City Standard Specification shall be amended per the following information.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Salvaged brick pavers on concrete with a sand setting bed.
2. Aluminum edge restraints.

B. Related Sections:

1. "JSP-9 Concrete Paving" and "JSP-10 Decorative Concrete Paving" for concrete base under unit pavers and for cast-in-place concrete curbs and gutters serving as edge restraints for unit pavers.

1.3 ACTION SUBMITTALS

A. Product Data: For materials other than water and aggregates.

B. Product Data: For the following:

1. Edge restraints.

C. Sieve Analyses: For aggregate setting-bed materials, according to ASTM C 136.

D. Samples for Verification:

1. Joint materials.
2. Exposed edge restraints.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain joint material, and setting material from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store pavers on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.

B. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

1.6 PROJECT CONDITIONS

A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.

PART 2 - PRODUCTS

2.1 BRICK PAVERS

A. Brick Pavers: Use existing pavers salvaged from site. Salvaged pavers shall be clean, free from surface blemishes, stains, cracks or deformations.

2.2 CURBS AND EDGE RESTRAINTS

A. Aluminum Edge Restraints: Manufacturer's standard straight, 3/16-inch thick by 5 ½ -inch-high extruded-aluminum edging with loops pressed from face to receive stakes at 12 inches (300 mm) o.c., and aluminum stakes 12 inches (300 mm) long for each loop.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Brickstop Corporation.
b. Curv-Rite, Inc.
c. Permaloc Corporation.
d. Sure-loc Edging Corporation.

2.3 ACCESSORIES

A. Cork Joint Filler: Preformed strips complying with ASTM D 1752, Type II.

B. Compressible Foam Filler: Preformed strips complying with ASTM D 1056, Grade 2A1.

2.4 AGGREGATE SETTING-BED MATERIALS

A. Sand for Leveling Course: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C 33 for fine aggregate.

B. Stone Screenings for Leveling Course: Sound stone screenings complying with ASTM D 448 for Size No. 10.

C. Sand for Joints: Fine, sharp, washed, natural sand or crushed stone with 100 percent passing No. 16 (1.18-mm) sieve and no more than 10 percent passing No. 200 (0.075-mm) sieve.

D. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications; made from polyolefins or polyesters, with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2, AASHTO M 288.
2. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D 4751.
3. Permittivity: 0.02 per second, minimum; ASTM D 4491.
4. UV Stability: 50 percent after 500 hours' exposure, ASTM D 4355.

E. Drainage Geotextile: Nonwoven needle-punched geotextile fabric, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2, AASHTO M 288.
2. Apparent Opening Size: No. 40 (0.425-mm) sieve, maximum; ASTM D 4751.
3. Permittivity: 0.5 per second, minimum; ASTM D 4491.
4. UV Stability: 50 percent after 500 hours' exposure, ASTM D 4355.

F. Herbicide: Commercial chemical for weed control, registered with the EPA. Provide in granular, liquid, or wettable powder form.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas indicated to receive paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

B. Where pavers are to be installed over waterproofing, examine waterproofing installation, with waterproofing Installer present, for protection from paving operations, including areas where waterproofing system is turned up or flashed against vertical surfaces.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Sweep concrete substrates to remove dirt, dust, debris, and loose particles.

3.3 INSTALLATION, GENERAL

A. Do not use unit pavers with chips, cracks, voids, discolorations, or other defects that might be visible or cause staining in finished work.

B. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.

C. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.

D. Joint Pattern: Basket weave.

E. Tolerances: Do not exceed 1/32-inch (0.8-mm) unit-to-unit offset from flush (lippage) nor 1/8 inch in 10 feet (3 mm in 3 m) from level, or indicated slope, for finished surface of paving.

F. Expansion and Control Joints: Provide for sealant-filled joints at locations and of widths indicated. Provide compressible foam filler as backing for sealant-filled joints unless otherwise indicated; where unfilled joints are indicated, provide temporary filler until paver installation is complete. Install joint filler before setting pavers. Sealant materials and installation are specified in "JSP-11 Concrete Paving Joint Sealants."

G. Provide edge restraints as indicated. Install edge restraints before placing unit pavers.

1. Install edge restraints to comply with manufacturer's written instructions. Install stakes at intervals required to hold edge restraints in place during and after unit paver installation.
2. For metal edge restraints with top edge exposed, drive stakes at least 1 inch (25 mm) below top edge.

3.4 AGGREGATE SETTING-BED APPLICATIONS

A. Compact soil subgrade uniformly to at least 95 percent of ASTM D 698 laboratory density.

B. Proof-roll prepared subgrade to identify soft pockets and areas of excess yielding. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Landscape Architect, and replace with compacted backfill or fill as directed.

C. Place separation geotextile over prepared subgrade, overlapping ends and edges at least 12 inches (300 mm).

D. Place aggregate subbase and base, compact by tamping with plate vibrator, and screed to depth indicated.

E. Place leveling course and screed to a thickness of 1 to 1-1/2 inches taking care that moisture content remains constant and density is loose and uniform until pavers are set and compacted.

F. Treat leveling course with herbicide to inhibit growth of grass and weeds.

G. Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch being careful not to disturb leveling base. If pavers have spacer bars, place pavers hand tight against spacer bars. Use string lines to keep straight lines. Fill gaps between units that exceed 3/8 inch with pieces cut to fit from full-size unit pavers.

H. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a compaction force at 80 to 90 Hz. Use vibrator with neoprene mat on face of plate or other means as needed to prevent cracking and chipping of pavers. Perform at least three passes across paving with vibrator.

   1. Before ending each day's work and when rain interrupts work, cover pavers that have not been compacted and cover leveling course on which pavers have not been placed with nonstaining plastic sheets to protect them from rain.

I. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are completely filled, then remove excess sand. Leave a slight surplus of sand on the surface for joint filling.

J. Do not allow traffic on installed pavers until sand has been vibrated into joints.

K. Repeat joint-filling process 30 days later.

3.5 REPAIRING, POINTING, AND CLEANING

A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

PART 4 - MEASUREMENT AND PAYMENT

4.1 No separate payment shall be made for any items in this section required by the Contractor. Payment for this item shall be paid for under the Pay Item "Concrete Sidewalk (5") over Aggregate Base (8") with 2' wide brick paver band".

END OF JOB SPECIAL PROVISIONS JSP-12

JSP-13
JOB SPECIAL PROVISIONS – Planting Soil

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. Work shall include all tools, equipment, labor and supervision necessary for the mixing, placing, finish grading and compacting of Approved Topsoil and Amended Soil Mix. Work related to placing Amended Soil Mix in planting individual shrubs and trees shall be included as incidental in the price of each plant as written in "JSP-15 Plants".

B. Planting soil contractor must coordinate with construction manager and/or sub-grading contractor to insure that sub-grade is prepared to receive the proper depths of planting soil as specified in this specification.

1.2 SUBMITTAL

A. Approved Topsoil – Contractor shall submit the report of the soil test and analysis to Landscape Architect for approval.

B. Amended Soil Mix – Contractor shall submit the report of the soil test and analysis to Landscape Architect for approval of the soil mix and soil mix process.

PART 2 - PRODUCTS

2.1 MATERIALS

A. *Amended Soil Mix* shall conform to the following mix requirements:

1. 3 parts approved topsoil, 1 part natural organic matter, and 1 part sand (see descriptions below).

2. Approved Topsoil Approved topsoil shall conform to the following requirements:

a. Provide fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay clumps, brush weeds and other litter, and free of roots, stumps, stone larger than 1" in any dimension, and other extraneous or toxic matter harmful to plant growth.

3. Natural Organic Matter:
a. *Peat Moss* – Type 1 sphagnum peat moss; finely divided with a ph of 3.1 – 5.0.
b. *Pine Bark* – potting grade pine bark with no particle size larger than ½

inch and less than 10% wood fiber.

4. *Sand:* Sand shall be fine clean masonry sand.

PART 3 – EXECUTION

3.1 PLACEMENT

A. Planting Soil contractor shall place Approved Topsoil and Amended Soil Mix to a minimum compacted depth as follows:

a. Groundcover, perennial, and shrub planting beds – 12" Amended Soil Mix.
b. Individual Shrubs and Canopy and Flowering Trees – shall receive Amended Soil Mix as per planting details and planting specifications by the planting contractor.

B. Use Approved Topsoil and Amended Soil Mix in relatively dry state. Place during dry weather. Approved Topsoil or Amended soil mix shall not be placed while in a frozen or muddy condition, when the subgrade is excessively wet, or in a condition that may otherwise be detrimental to proper grading or proposed sodding or seeding.

C. Fine grade all soil spreading areas eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles and contours of subgrades. Any irregularities in the surface resulting from spreading of soil or other operations shall be corrected in order to prevent the formation of depressions or water pockets.

D. The Approved Topsoil and Amended Soil Mix shall be loosely placed in horizontal layers so that the successive lifts will blend together. The maximum thickness per lift of compacted fill shall not exceed six (6) inches.

3.2 CLEAN UP

A. After the Approved Topsoil and Amended Soil Mix has been spread and the final grades approved, it shall be cleared of all grade stakes, surface trash and other objects that would hinder maintenance of sodded or seeded areas. Paved areas over which hauling operations are conducted shall be kept clean, and any soil that is spilled upon the surface shall be promptly removed.

B. The wheels of all vehicles shall be kept clean to avoid tracking soil on the surfacing of roads, walks or other paved areas.

PART 4 – PAYMENT

4.1 Payment for all material, equipment, labor and any other incidental work necessary for the installation of planting soil, will be considered completely covered under the contract price for "Planting Soil", per cubic yard. Planting Soil shall be inclusive of salvaged and stockpiled suitable subsoil, compost and Planting Soil Type 2 (imported, new planting soil/topsoil).

4.2 Payment for all material, equipment, labor and any other incidental work necessary for installation of all types of Fertilizer, will be considered incidental and included in the cost of other items.

END OF JOB SPECIAL PROVISIONS JSP-13

JSP-14
JOB SPECIAL PROVISIONS – Coordination and Site Conditions

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

PART 1 – GENERAL

1.01 SECTION INCLUDES:

A. Requirements for coordinating and sequencing the work under the Contract and requirements regarding existing site conditions.

1.02 SITE CONDITIONS:

A. Information on Site Conditions:

1. General: Information obtained by the Owner regarding site conditions, topography obtained by the Engineer's investigation of surface and subsurface conditions, shall be considered part of the Contract Documents. Neither the Engineer nor the Owner assumes any responsibility for its accuracy or completeness or for the Contractor's interpretation of such information.

2. Existing Elevations: Elevations are expected to vary +/- 0.1 feet from the elevations shown. The Contractor shall verify existing elevations prior to start of new work.

B. Existing Utilities and Facilities:

1. Location:

a. Known utilities and facilities adjacent to or within the work area are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing utility plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner or the Engineer for their accuracy or completeness. Contractor's request for additional compensation or Contract time resulting from encountering utilities not shown will be considered incidental to the contract.

b. Contractor shall exercise reasonable care to verify locations of utilities and facilities shown on the drawings and to determine the presence of those not shown. Immediate and adjacent areas where excavations are to be made shall be thoroughly checked by visual examination for indications of underground facilities, and also checked with electronic metal and pipe detection equipment. Where there is reasonable cause to verify the presence

or absence of an underground facility, make exploratory excavations prior to proceeding with major excavation in the area.

2. Preconstruction Survey and Monitoring:

a. After the Contract is awarded and before starting the work, the Contractor shall perform a preconstruction survey of the site. Make a thorough examination, providing color photographs, and a digital recording (camcorder) of all existing buildings, structures and other improvements which might be damaged by the Contractor's operations. The examination shall be made jointly by representatives of the Contractor, the Owner and the Engineer. The scope of the examination and photographs shall include cracks in structures, settlement, leakage, and similar conditions. The Contractor shall be responsible for all documentation, including DVDs, photos, etc.

b. The Contractor shall establish vertical and horizontal survey control points on all structures and improvements located in the vicinity of the work prior to beginning work and shall periodically check the points for movements. The Contractor shall furnish the Engineer with copies of the survey notes for each survey and a copy of the layout of the survey control points.

c. Records of all observations shall be prepared in triplicate by the Contractor. Two copies of each document and photograph and one copy of the videotape shall be provided to the Engineer.

d. The above records and photographs are intended for use as evidence in ascertaining the extent of any damage which may occur as a result of the Contractor's operations and are for the protection of the Contractor and the Owner. The records will provide a means of determining whether and to what extent damage may have occurred as a result of the Contractor's operations. The records will also be utilized to guide the restoration phase of this project.

3. Contractor's Responsibilities:

a. Where Contractor's operations could cause damage or inconvenience to railway, telegraph, telephone, television, power, oil, gas, water, sewer, or irrigation systems, the Contractor shall make arrangements necessary for the protection of these utilities and services. Replace existing utilities removed or damaged during construction, unless otherwise provided for in these Contract Documents.

b. Notify utility offices that are affected by construction operations at least 24 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for the utilities.

c. Contractor shall be solely and directly responsible to Owner and operator of such properties for damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of injuries or damage which may result from construction operations under this Contract.

d. Neither Owner nor its officers or agents shall be responsible to Contractor for damages as a result of Contractor's failure to protect utilities encountered in the work.

e. In event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental damage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration as promptly as possible and pay for repair. Prevent interruption of utility service unless granted by the utility owner.

f. In the event Contractor encounters utility lines that interfere with trenching, obtain prior approval of the utility owner, cut the service, dig through, and restore service to previous conditions using equal materials. Notify City project manager and Engineer 24 hours prior to service cut. Failure to do so will result in a work stoppage at said location until notification timeline has been achieved.

C. Interfering Structures:

1. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed.

2. Protect existing structures from damage, whether or not they lie within limits of easements obtained by the Owner. Where existing fences, gates, barns, sheds, buildings, or other structure must be removed to properly carry out work, or are damaged during the work, restore them to original condition and to the satisfaction of property owner.

3. Contractor may remove and replace in equal or better than original condition, small structures such as fences, and signposts that interfere with Contractor's operations.

D. Connecting to Existing Facilities: Unless otherwise shown or specified, determine methods of connecting new work to existing facilities, and obtain Engineer's review and acceptance of connections.

1. Determine location, elevation, nature, materials, dimensions, and configurations of existing facilities where necessary for connecting new work.

2. Inspect existing record drawings and shop drawings, conduct exploratory excavations and field inspections, and conduct similar activities as needed.

3. Shutdown of Owner's existing facility prior to connection, if necessary, shall be by Owner or as specified.

4. Prior to beginning connection work, the Contractor shall meet the notice requirements specified herein.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

PART 4 - PAYMENT

4.01 GENERAL

A. This work will be considered incidental to the project and there will be no separate payment made for it.

END OF JOB SPECIAL PROVISIONS JSP-14

JSP-15
JOB SPECIAL PROVISIONS – Plants

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Trees.
2. Shrubs.
3. Ground cover.
4. Plants.

B. Related Sections include the following:

1. JSP-05 Site Clearing for protection of existing trees and planting, topsoil stripping and stockpiling, and site clearing.
2. JSP-06 Earth Moving for excavation, filling, and rough grading and for subsurface aggregate drainage and drainage backfill materials.

1.3 DEFINITIONS

A. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum-laced as recommended by ANSI Z60.1.

B. Bare-Root Stock: Exterior plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for kind and size of exterior plant required.

C. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for kind, type, and size of exterior plant required.

D. Finish Grade: Elevation of finished surface of planting soil.

E. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.

F. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Qualification Data: For landscape Installer.

C. Planting Schedule: Indicating anticipated planting dates for exterior plants.

D. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of exterior plants during a calendar year. Submit before expiration of required maintenance periods.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when exterior planting is in progress.

B. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."

1. Selection of exterior plants purchased under allowances will be made by Architect, who will tag plants at their place of growth before they are prepared for transplanting.

C. Tree and Shrub Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip.

D. Observation: Landscape Architect may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Landscape Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Landscape Architect of sources of planting materials seven days in advance of delivery to site.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver exterior plants freshly dug.

1. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.

B. Do not prune trees and shrubs before delivery, except as approved by Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery.

C. Handle planting stock by root ball.

D. Deliver exterior plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set exterior plants trees in shade, protect from weather and mechanical damage, and keep roots moist.

1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
2. Do not remove container-grown stock from containers before time of planting.
3. Water root systems of exterior plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.7 COORDINATION

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. Spring Planting: March 15 to May 15.

2. Fall Planting: October 1 to November 15.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.8 WARRANTY

A. Special Warranty: Warrant the following exterior plants, for the warranty period indicated, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, or incidents that are beyond Contractor's control.

1. Warranty Period for Trees and Shrubs: One year from date of Substantial Completion.
2. Warranty Period for Ground Cover and Plants: Six months from date of Substantial Completion.

3. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
4. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
5. A limit of one replacement of each exterior plant will be required, except for losses or replacements due to failure to comply with requirements.

1.9 MAINTENANCE

A. Trees and Shrubs: Maintain for the following maintenance period by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.

1. Maintenance Period: Three months from date of Substantial Completion.

B. Ground Cover and Plants: Maintain for the following maintenance period by watering, weeding, fertilizing, and other operations as required to establish healthy, viable plantings:

1. Maintenance Period: Three months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TREE AND SHRUB MATERIAL

A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

B. Grade: Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.

C. Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.

D. If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.

2.2 SHADE AND FLOWERING TREES

A. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1 for type of trees required.

1. Provide balled and burlapped trees.

2. Branching Height: One-third to one-half of tree height.

B. Small Upright or Spreading Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; stem form as follows:

1. Stem Form: Single stem.
2. Provide balled and burlapped trees.

C. Multistem Trees: Branched or pruned naturally according to species and type, with relationship of caliper, height, and branching according to ANSI Z60.1; stem form as follows:

1. Stem Form: Shrub.
2. Provide balled and burlapped trees.

2.3 DECIDUOUS SHRUBS

A. Form and Size: Deciduous shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.

2.4 GROUND COVER PLANTS

A. Ground Cover: Provide ground cover of species indicated, established and well rooted in pots or similar containers, and complying with ANSI Z60.1.

2.5 FERTILIZER

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

2.6 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

1. Type: Shredded hardwood.

2.7 MISCELLANEOUS PRODUCTS

A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive exterior plants for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.

B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out individual tree and shrub locations and areas for multiple exterior plantings. Stake locations, outline areas, adjust locations when requested, and obtain Landscape Architect's acceptance of layout before planting. Make minor adjustments as required.

D. Lay out exterior plants at locations as shown on drawings. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

3.3 PLANTING BED ESTABLISHMENT

A. Loosen subgrade of planting beds to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply fertilizer directly to subgrade before loosening.

2. Spread planting soil, and fertilizer on surface, and thoroughly blend planting soil mix.

a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.

3. Spread planting soil mix to a depth of 4 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

a. Spread approximately one-half the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 2 inches of subgrade. Spread remainder of planting soil mix.

3.4 TREE AND SHRUB EXCAVATION

A. Pits and Trenches: Excavate pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.

1. Excavate at least 12 inches wider than root spread and deep enough to accommodate balled and burlapped stock.

B. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

C. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.

D. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE AND SHRUB PLANTING

A. Set balled and burlapped stock plumb and in center of pit or trench with top of root ball flush with adjacent finish grades.

1. Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.

2. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.

3.6 TREE AND SHRUB PRUNING

A. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured or dead branches from flowering trees. Prune shrubs to retain natural character. Shrub sizes indicated are sizes after pruning.

3.7 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants 12 inches apart.

B. Dig holes large enough to allow spreading of roots, and backfill with planting soil.

C. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.

D. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

E. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.8 PLANTING BED MULCHING

A. Mulch backfilled surfaces of planting beds and other areas indicated.

1. Organic Mulch: Apply organic mulch, and finish level with adjacent finish grades. Do not place mulch against plant stems.

3.9 CLEANUP AND PROTECTION

A. During exterior planting, keep adjacent pavings and construction clean and work area in an orderly condition.

B. Protect exterior plants from damage due to landscape operations, operations by other contractors and trades, and others. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged exterior planting.

3.10 DISPOSAL

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

PART 4 - PAYMENT

A. For this work, which shall include all necessary labor, materials and equipment, the Contractor shall receive the amount for the Pay Items associated with "Deciduous Tree, 3"caliper, B&B (Japanese Zelkova)", "Deciduous Tree, 3"caliper, B&B (English Hornbeam)", "Shrub, 1 qt, (Green Velvet Boxwood)", and "Ground Cover, Creeping Lilyturf, 1 qt." as stated in the Bid.

END OF JOB SPECIAL PROVISIONS JSP-15

JSP-16
JOB SPECIAL PROVISIONS – Storm Sewers

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

All work shall be done and paid for according to Section 02600 – STORM DRAINAGE of the City of St. Louis Board of Public Service Standard Specifications, Bid Items, and Standard Details for Street and Alley Construction, January 2012 Edition, except as supplemented or amended hereinafter.

All work related to Storm Sewers and Appurtenances shall conform to the requirements of the Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewers and Drainage Facilities 2009.

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pipe and fittings.
2. Encasement for piping.
3. Manholes.
4. Cleanouts.
5. Nonpressure transition couplings.
6. Expansion joints.
7. Catch basins.
8. Stormwater inlets.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings:

1. Manholes: Include plans, elevations, sections, details, frames, and covers.
2. Catch basins and stormwater inlets. Include plans, elevations, sections, details, frames, covers, and grates.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from storm drainage system piping. Indicate interface and spatial relationship between manholes, piping, and proximate structures.

B. Profile Drawings: Show system piping in elevation. Draw profiles at horizontal scale of not less than 1 inch equals 50 feet (1:500) and vertical scale of not less than 1 inch equals 5 feet (1:50). Indicate manholes and piping. Show types, sizes, materials, and elevations of other utilities crossing system piping.

C. Product Certificates: For each type of PVC pipe and fitting, from manufacturer.

D. Field quality-control reports.

1.4 PROJECT CONDITIONS

A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:

1. Notify Engineer no fewer than two days in advance of proposed interruption of service.
2. Do not proceed with interruption of service without Engineer's written permission.

PART 2 - PRODUCTS

A. All Products used for the installation of Storm Sewers and Appurtenances shall conform to the requirements of the Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewers and Drainage Facilities 2009.

B. Polyvinyl-chloride Pipe (PVC)

1. PVC Sewer Pipe and Fittings, NPS 15 (DN 375) and Smaller: ASTM D 3034, SDR 35, with bell-and-spigot ends for gasketed joints with ASTM F 477, elastomeric seals.

PART 3 - EXECUTION

A. All Execution (Installation Means and Methods) used for the installation of Storm Sewers and Appurtenances shall conform to the requirements of the Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewers and Drainage Facilities 2009.

PART 4 - PAYMENT

B. For this work, which shall include all necessary labor, materials and equipment, the Contractor shall receive the amount for the Pay Items associated with "Inlet Manholes Adjust to Grade", "Sewer Manholes Adjust to Grade", "Curb Inlet (Trapped)", "Sewer Manholes", "Small Drains Adjust to Grade", and "12" RCP Storm Sewers" as stated in the Bid.

END OF JOB SPECIAL PROVISIONS JSP-16

JSP-17
JOB SPECIAL PROVISIONS – Subdrainage

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Perforated-wall pipe and fittings.
2. Geotechnical filter fabrics.

1.2 ACTION SUBMITTALS

A. Product Data: For geotextile filter fabrics.

PART 2 - PRODUCTS

2.1 PERFORATED-WALL PIPES AND FITTINGS

A. Perforated PVC Pipe and Fittings: Schedule 40 with drilled holes.

2.2 SOIL MATERIALS

A. Soil materials are specified in "JSP-06 Earth Moving."

2.3 WATERPROOFING FELTS (Not used)

2.4 GEOTECHNICAL FILTER FABRICS

A. Description: Fabric of PP or polyester fibers or combination of both, with flow rate range from 110 to 330 gpm/sq. ft. (4480 to 13 440 L/min. per sq. m) when tested according to ASTM D 4491.

B. Structure Type: Nonwoven, needle-punched continuous filament.

1. Survivability: AASHTO M 288 Class 2.
2. Styles: Flat and sock.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavating, trenching, and backfilling are specified in "JSP-06 Earth Moving."

3.2 FOUNDATION DRAINAGE INSTALLATION (Not Used)

3.3 UNDERSLAB DRAINAGE INSTALLATION

A. Excavate for underslab drainage system after subgrade material has been compacted but before drainage course has been placed. Include horizontal distance of at least 6 inches (150 mm) between drainage pipe and trench walls. Grade bottom of trench excavations to required slope, and compact to firm, solid bed for drainage system.

B. Lay flat-style geotechnical filter fabric in trench and overlap trench sides.

C. Place supporting layer of drainage course over compacted subgrade and geotextile filter fabric, to compacted depth of not less than 4 inches (100 mm).

D. Encase pipe with sock-style geotechnical filter fabric before installing pipe. Connect sock sections with tape.

E. Install drainage piping as indicated in Part 3 "Piping Installation" Article for underslab subdrainage.

F. Add drainage course to width of at least 6 inches (150 mm) on side away from wall and to top of pipe to perform tests.

G. After satisfactory testing, cover drainage piping with drainage course to elevation of bottom of slab, and compact and wrap top of drainage course with flat-style geotechnical filter fabric.

3.4 PIPING INSTALLATION

A. Install piping beginning at low points of system, true to grades and alignment indicated, with unbroken continuity of invert. Bed piping with full bearing in filtering material. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions and other requirements indicated.
   1. Underslab Subdrainage: Install piping level.
   2. Lay perforated pipe with perforations down.
   3. Excavate recesses in trench bottom for bell ends of pipe. Lay pipe with bells facing upslope and with spigot end entered fully into adjacent bell.

B. Use increasers, reducers, and couplings made for different sizes or materials of pipes and fittings being connected. Reduction of pipe size in direction of flow is prohibited.

C. Install thermoplastic piping according to ASTM D 2321.

3.5 PIPE JOINT CONSTRUCTION

A. Join perforated PE pipe and fittings with couplings according to ASTM D 3212 with loose banded, coupled, or push-on joints.

B. Special Pipe Couplings: Join piping made of different materials and dimensions with special couplings made for this application. Use couplings that are compatible with and fit materials and dimensions of both pipes.

3.6 BACKWATER VALVE INSTALLATION (Not Used)

3.7 CLEANOUT INSTALLATION

A. Comply with requirements for cleanouts specified in "JSP-16 Storm Sewers."

B. Cleanouts for Underslab Subdrainage:

1. Install cleanouts and riser extensions from piping to top of slab. Locate cleanouts at beginning of piping run and at changes in direction. Install fittings so cleanouts open in direction of flow in piping.
2. Use NPS 4 cast-iron soil pipe and fittings for piping branch fittings and riser extensions to cleanout flush with top of slab.

3.8 CONNECTIONS

A. Comply with requirements for piping specified in "JSP-16 Storm Sewers." Drawings indicate general arrangement of piping, fittings, and specialties.

3.9 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. After installing drainage course to top of piping, test drain piping with water to ensure free flow before backfilling.
2. Remove obstructions, replace damaged components, and repeat test until results are satisfactory.

B. Drain piping will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

3.10 CLEANING

A. Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe at end of each day or when work stops.

PART 4 - PAYMENT

A. For this work, which shall include all necessary labor, materials and equipment, the Contractor shall receive the amount for the Pay Item "Underdrain System for Cobblestone" and "Geotechnical Fabric for Ground Stabilization under Cobblestone" as stated in the Bid.

B. Where re-use of an existing storm structure is allowed by the MSD inspector, connections of the underdrain piping to the existing storm structure shall be included as incidental work in the Pay Item "Underdrain System for Cobblestone" and shall not be paid for as a separate pay item.

END OF JOB SPECIAL PROVISIONS JSP-17

JSP-18
JOB SPECIAL PROVISIONS - Americans with Disabilities Act (ADA) Compliance and Final Acceptance of Constructed Facilities

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

1.0 Description. The contractor shall comply with all laws pertaining to the Americans with Disabilities Act during construction of pedestrian facilities on public rights of way for this project. An ADA Post Construction 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 Post Construction Checklist. The contractor can locate the ADA Inspection Checklist form on the Missouri Department of Transportation website:

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

2.1 The 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: Latest Draft Public Rights of Way Accessibility Guidelines (PROWAG) by the U.S. Access Board, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the Access Board.

2.2 It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize impacts that his equipment, subcontractors or general public may have on the tolerances as established in the checklist.

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 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.

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 Draft 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 Post Construction Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA Post Construction 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.

5.0 Basis of Payment. The contractor will receive full pay of the contract Bid for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads and detectible warning systems that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Post Construction Checklist, the contractor shall complete any necessary adjustments 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.

5.2 No separate payment will be made to the contractor to recover the cost of the equipment, labor, materials, or time required to provide an accessible signed detour during the various stages and locations of construction. This work shall be paid for under the Pay Items "Traffic Control and Pedestrian Access" and "Sidewalk Closed-Detour Opposite Side of Street" Sign.

END OF JOB SPECIAL PROVISIONS JSP-18

JSP-19

JOB SPECIAL PROVISIONS - Traffic Control/Pedestrian Access

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

All work shall be done and paid for according to Section 02020 – TRAFFIC CONTROL of the City of St. Louis Board of Public Service Standard Specifications, Bid Items, and Standard Details for Street and Alley Construction, January 2012 Edition, except as supplemented or amended hereinafter.

1.0 Description. Work zone automobile traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as shown on the Plans and as follows. Sidewalk pedestrian traffic management shall also be in accordance with the provisions as shown on the Plans and as follows. The words "Traffic Management and Traffic Control" shall include both auto and pedestrian traffic management concurrently. Contractor shall obtain all necessary permits from City of St. Louis and State of Missouri agencies for any lane closures. In addition, the contractor shall modify the provided traffic control plans illustrating phasing and layout of traffic control devices to be used, if necessary to obtain said permits.

2.0 Pedestrian Traffic Management. Pedestrian access to the front doors of all businesses along the project work area shall be maintained at all times during normal business hours. Most, if not all of the businesses, have multiple front doors. Contractor shall provide all materials and labor required to provide this uninterrupted safe pedestrian access and provide the necessary temporary barriers, walls, fencing, etc. Sidewalk demolition and installation shall be phased such that at least one front door of each business shall have safe pedestrian access at all times during the normal and customary business hours for each individual business. Pedestrians shall be protected from the surrounding Street, Utility and Sidewalk work 24 hours per day, 7 days per week during both working and non-working hours.

3.0 Traffic Management Schedule.

3.1 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.

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

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

4.0 Basis of Payment.

Payment for accepted "Traffic Control and Pedestrian Access" shall be made at the Contract Lump Sum bid price. Payment for "Road Closed" Type III Barricade, "Road Closed Ahead" Type III Barricade, "Local Traffic Only" Sign, and "Sidewalk Closed- Detour Opposite Side of Street" Sign shall be made at the Unit Each bid price. These prices shall include all permits, furnishing, installing and maintaining all traffic control devices as required by the plans, specifications, the MUTCD, and as directed by the Engineer.

END OF JOB SPECIAL PROVISIONS JSP-19

JSP-20
JOB SPECIAL PROVISIONS - Utilities

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

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

Utility Name	Known Required Adjustment
City of St. Louis Dept of Public Utilities, Water Division	On the Drawings
Laclede Gas Company	Adjust Tops
Ameren Missouri	Adjust Tops
AT&T Missouri	No
Charter	Adjust Tops
Metropolitan St. Louis Sewer District	On the Drawings
Trigen-St. Louis Energy Corp	Adjust Tops
Level 3 Communication	No

See the General Notes on the Construction Plans for the specific contact names, addresses, phone numbers, fax numbers, e-mail addresses, etc. for the above referenced Utility Companies.

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 Authority at this time. This information is provided by the Authority "as-is" and the Authority 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 Authority 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, it's 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 Authority from damages to any utility facilities interruption of service by it or its subcontractor's operation.

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.

2.0 MEASUREMENT AND PAYMENT

2.1 No separate payment shall be made for any items in this section required by the Contractor.

END OF JOB SPECIAL PROVISIONS JSP-20

JSP-21
JOB SPECIAL PROVISIONS – Mobilization

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

PART 1 – GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

A. The provisions and intent of the Contract, including the General Conditions, Supplementary Conditions and General Requirements, apply to the work as if specified in this section.

1.2 DESCRIPTION OF WORK

A. Mobilization shall consist of preconstruction expenses and cost of prepatory work and operations performed by the Contractor which occur before 10 percent of the awarded contract price is earned from other bid items. Items which are not to be included in the item of Mobilization are:

1. Any portion of the work covered by a specific bid item or incidental work which is to be included in a bid item or items.
2. Profit, interest on bond money, overhead or management costs.

B. Demobilization shall consist of post-construction expenses and work that occurs after 95% of the awarded contract price.

PART 2 –PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 MOBILIZATION

A. The Contractor shall perform all prepatory work and operations necessary to move personnel, equipment, supplies, and incidentals to the project site; to establish offices, buildings and other facilities that are necessary for performing the work; and shall accomplish all other work or operations that must be performed, including costs that must be incurred, to begin work on this project.

3.2 DEMOBILIZATION

A. The Contractor shall perform all work and operations necessary to accomplish final cleaning-up as specified; to move personnel, equipment, supplies, and incidental from the project site; to

remove all offices, buildings, and other facilities that were necessary for performing the work; and to accomplish all other work that must be performed, including costs that must be incurred, after acceptable completion of construction operations on the project.

PART 4 – MEASUREMENT AND PAYMENT

4.1 Based on the lump sum bid item price for "Mobilization", partial payments will be made as follows:

A. When 10 percent of the awarded contract price is earned, excluding mobilization and amounts paid from materials on hand, 60 percent of the amount bid for "Mobilization" will be paid.

B. When 95 percent of the awarded contract price is earned from other bid items, excluding mobilization and amounts paid for materials on hand, an additional 35 percent of amount bid for "Mobilization" will be paid.

C. When all Project work is complete in accordance with the Contract and technical specifications, and all staging, storage, and access areas are returned to their preconstruction condition (subject to the approval of the Engineer), the remaining 5 percent of the amount for "Mobilization" will be paid.

END OF JOB SPECIAL PROVISIONS JSP-21

JSP-22
JOB SPECIAL PROVISIONS – Utility Coordination

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

PART 1 – GENERAL

1.01 This project will require the relocation and adjustment to grade of the following utilities:

A. Electric – Ameren Missouri:

Electric Manholes, Utility Vaults, Electric Vaults, etc. will require adjusting to grade. This work will be performed by Ameren UE.

B. Telephone – AT&T:

According to AT&T they are clear of this project.

C. Cable - Charter Communications:

Charter junction boxes will require adjusting to grade. They are also planning to take this opportunity to add additional conduits to currently un-serviced buildings to expand future service options. This work will be performed by Charter.

D. Gas – Laclede Gas:

Existing gas valves and services valves will require adjusting to grade. This work will be performed by Laclede Gas.

E. Sewers - Metropolitan St. Louis Sewer District:

Miscellaneous Sewer Inlet, Manhole and Pipe work is shown on the Construction Plans. This work will be the responsibility of the Contractor. MSD will need to perform inspection services on all new Sewer Construction work. It is the responsibility of the Contractor to contact MSD prior to any Sewer Construction in order for them to be present during all Sewer Construction. MSD may also be performing miscellaneous sewer cleaning and repairs during this time.

F. Water - City of St. Louis Water Division:

All existing water mains, service lines, meters, manholes, stop boxes, fire hydrants, etc. are to be left in place until the New water mains, service lines, meters, manholes, stop boxes, fire hydrants, etc. are installed by the Contractor, tied-in and inspected by the City Water Division and are fully operational. At that point all existing water mains, service lines, meters, manholes, stop boxes, fire hydrants, etc. are to be abandoned in place or removed by the Contractor per the requirements of the City Water Division.

G. Street Lights - City Lighting Division:

Removal and relocation of the existing Street Lights will be the responsibility of the Contractor. All lighting work is shown on the Construction Plans and shall be performed by the Contractor. The City Lighting Division may perform inspection and miscellaneous adjustments to these lighting facilities. The existing Street Light circuit will need to be shut down during the performance of this work. Existing Street Lights outside of this project are on that same circuit and will need to be kept operational. Therefore, Contractor is to provide, install and coordinate (with the City Lighting Division) the temporary wiring required to keep the existing Street Lights on the same circuit and outside of this project operational during the shut down of the existing Street Lights inside this project.

H. Steam Lines – Trigen-St. Louis Energy Corp:

According to Trigen, the existing Steam Lines along 1st Street from Washington through Lucas Intersection are currently not in use and will need to be abandoned by the Contractor. Prior to any abandonment work, The Contractor shall verify with Trigen the exact location and extent of lines to be abandoned. The accepted method for abandonment of the Steam Lines involves removing the top 30 inches of the existing "doghouse type" steam manhole and filling it with a Lean Concrete Flowable Fill to the top of the remaining manhole structure. This will allow enough room to install the base granular material and the new Cobblestone or Concrete pavement over the top of the remaining manhole structure.

The Steam Line running through the intersection of 2nd Street and Morgan Ave. is in bad shape and needs to be removed and replaced. Trigen will perform this work and it is the Contractors responsibility to coordinate performance of this work after 2nd Street and Morgan intersection pavement is removed and prior to the installation of the new pavement.

I. Fiber Optic System – Laclede's Landing CID Fiber Optic Contractor:

A New Fiber Optic System is to be installed on 2nd Street by the Laclede's Landing CID Fiber Optic Contractor. Contractor is to coordinate the installation of this new work with the Laclede's Landing CID Fiber Optic Contractor so that it occurs after all of the existing pavement has been removed and prior to the installation of any of the new pavement. Contractor to contact Mr. John Clark (Laclede's Landing CID representative) at 314.621.4462 to obtain copies of the plans and specs in order to determine the extent and location of the New Fiber Optic System.

1.02 All of the utility work will take place during the execution of this contract and will require close coordination and cooperation.

PART 2 – PRODUCTS

None.

PART 3 – EXECUTION

3.01 The Contractor shall coordinate, cooperate and schedule all utility relocation work and

provide assistance to the utilities to facilitate the timely completion of the overall project.

PART 4 – PAYMENT

Payment for this item shall be made by lump sum under the Pay Item "Utility Coordination". This shall constitute full compensation for all man-hours needed to coordinate and schedule utility activities.

END OF JOB SPECIAL PROVISIONS JSP-22

JSP-23
JOB SPECIAL PROVISIONS – Bid Alternates

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

A. 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.

Routes	Proposal Section Description
2nd Street from Washington Ave. through Morgan Street Intersection	Base Bid
1st Street from Washington Ave. to Lucas Intersection.	Bid Alternate A
1st Street and Lucas Intersection	Bid Alternate B
1st Street from Lucas Intersection to Morgan Intersection.	Bid Alternate C
1st Street and Morgan Intersection	Bid Alternate D

Note: See plans or itemized bid form 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 Authority reserves the right to award, to the lowest responsive and responsible bidder, the combination of base bid plus add alternate sections that will allow the most work to be completed within the Authority's Award budget. If the Authority chooses to exercise this right, the award of add alternate sections will be selected in accordance with the following priorities:

1. Base Bid + Bid Alt A + Bid Alt B + Bid Alt C + Bid Alt D
2. Base Bid + Bid Alt A + Bid Alt B + Bid Alt C
3. Base Bid + Bid Alt A + Bid Alt B
4. Base Bid + Bid Alt A
5. Base Bid

2.1 The Authority reserves the right to award the combination of highest priority add alternate sections over the Authority'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 ten percent or $250,000 of the Authority's budget, whichever is less.

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

2.3 The awarded bidder will be notified, as soon as possible, of the Authority's selection of the combination of add alternate sections to be awarded.

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 and all add alternates. The DBE contract goal percentage will be considered applicable to the proposed work for any add alternate section that is awarded.

4.1 The bidder shall submit the completed "DBE Submittal" information in accordance with the bid documents for the total DBE participation percentage for the base bid and all add alternates.

4.2 If the contract is awarded for less than the maximum total of all add alternates, the awarded bidder shall submit a modified "DBE Submittal" form for the proportionately reduced work with the executed contract documents after award. The modified "DBE Submittal" form shall specify the DBE firm(s) to be used to meet the DBE participation percentage identified in the bid submittal for the proportionately reduced work of the awarded add alternates.

4.2.1 With submittal of the modified "DBE Submittal" form, the awarded bidder is not allowed to eliminate any DBE firm(s) previously identified to complete items of work for the awarded add alternates. The awarded bidder is only allowed to proportionately reduce the participation of previously identified DBE firm(s) on awarded add alternates or eliminate previously identified DBE firms for add alternates that were not awarded.

4.2.2 The failure of the awarded bidder to submit the modified "DBE Submittal", listing actual, committed DBE participation percentage equal to or greater than the DBE participation percentage specified in the bid for all add alternates, may result in the bid being declared non responsive and may result in forfeiture of the bid surety bond or bid guaranty from the bidder.

5.0 Basis of Payment. The accepted quantities of the chosen combination of base bid 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 PROVISIONS JSP-23

JSP-24
JOB SPECIAL PROVISIONS – Cobblestone Paving

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
1. Permeable pavement consisting of granite cobblestones set in aggregate setting beds.
2. Cast-in-place concrete headers.

B. Related Sections include the following:
1." JSP-06 Earthwork" for excavation to subgrade; subbase course; leveling course; and geotextiles.
2. "JSP-10 Decorative Concrete Pavement" for cast-in-place concrete pavement and curb & gutters that serve as headers for permeable pavement.

1.3 SUBMITTALS

A. Sieve Analyses: For aggregate materials, according to ASTM C 136.

B. Samples for Verification:
1. Aggregate for leveling course.

1.4 QUALITY ASSURANCE

A. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

B. Pre-installation Conference: Conduct conference at Project site.

1. Review methods and procedures related to cobblestone paving including, but not limited to the following:
   a. Review proposed sources of paving materials, including onsite and offsite locations.
   b. Review condition of subgrade and preparatory work.
   c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.

B. Store salvaged Cobblestones in a safe and secure location to keep them from being stolen or damaged prior to re-installation. This will require temporary security fencing and could be done at the same location as the overnight equipment storage and construction material laydown area. The Old Switzer Building Site at the Southeast corner of 1st Street and Lucas and just north of Eades Bridge is a potential on-site storage/laydown area for work on this project. Contractor to contact the Owner to negotiate temporary lease cost, any repair requirements and include this cost in the lump sum pay item "Cobblestone Remove, Store and Replace".

PART 2 – PRODUCTS

2.1 GRANITE COBBLESTONES

A. Granite Cobblestones: Cobblestones salvaged from the existing street during excavation.

1. Use whole, sound cobblestones cleaned of any asphalt or concrete residue.
2. If insufficient cobblestones are available on site, additional cobblestones shall be obtained at no cost from the City of St. Louis storage yard at 9214 Riverview Drive.

2.2 AGGREGATE SETTING-BED MATERIALS

A. Graded Aggregate for Subbase Course: Sound crushed stone or gravel complying with requirements in "JSP-06 Earthwork" for subbase material.

B. Graded Aggregate for Leveling Course and Fill: Sound "Locking Sand" complying with requirements in "JSP-06 Earthwork" for leveling course material.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Phasing:

1. Cobblestone removal and replacement shall be done on a phased basis per the Phasing Plans included in the Construction Documents.
    a. Phase I is 2nd Street from Lucas through and including the concrete intersection at Morgan.
    b. Phase II is 2nd Street from Washington through and including the concrete intersection at Lucas.
    c. Phase III is 1st Street from Washington through and including the concrete intersection at Lucas (assuming that both bid alternates 1 and 2 are accepted).
    d. Phase IV is 2nd Street from Lucas through and including the concrete intersection at Morgan (assuming that bid alternates 1, 2, 3 and 4 are taken).

B. Do not use cobblestones with chips, cracks, voids, and other defects that might be structurally unsound or visible in finished work.

C. No cutting of Cobblestones will be allowed as it is the intent of this project to preserve as much of the original historic appearance of the Cobblestones as possible. Place Cobblestones back in the original pattern and fit adjoining work neatly. Use full units without cutting.

D. Tolerances:

1. Variation in top surface between Adjacent Units (Lipping): Do not exceed 1/4-inch unit-to-unit variation from a flush surface. Use a 3 foot straightedge to verify that this tolerance is being met.
2. Variation from Indicated Slope: Do not exceed 1/8 inch in 24 inches and 1/2 inch in 10 feet. Use a 10 foot straightedge to verify that this tolerance is being met.

E. Provide concrete headers as indicated. Install headers before placing cobblestones.

1. Install job-built concrete headers to comply with requirements in "JSP-10 Decorative Cement Concrete Pavement."

F. Provide curb and gutters as indicated. Install curb and gutters before placing cobblestones.

3.2 SETTING-BED INSTALLATION

A. Place aggregate subbase to comply with requirements of "JSP-06 Earthwork".

B. Place leveling course on prepared subbase and screed to a thickness of approximately 2 inches, taking care that moisture content remains constant and density is loose and constant until cobblestones are set and compacted.

3.3 COBBLESTONE INSTALLATION

A. Set cobblestones on leveling course, being careful not to disturb leveling base. Place cobblestones hand tight against spacer bars. Place cobblestones with a 1/4-inch minimum and 1/2-inch maximum joint width. Use string lines to keep straight lines.

B. Compact cobblestones into leveling course with a low-amplitude plate vibrator capable of a 3500- to 5000-lbf compaction force at 80 to 90 Hz. Use vibrator with neoprene mat on face of plate or other means as needed to prevent cracking and chipping of cobblestones. Perform at least three passes across paving with vibrator.

1. Compact cobblestones when there is sufficient surface to accommodate operation of vibrator, leaving at least 36 inches of uncompacted cobblestones adjacent to temporary edges.
2. Before ending each day's work, compact installed cobblestones except for 36-inch width of un compacted cobblestones adjacent to temporary edges (laying faces).
3. As work progresses to perimeter of installation, compact installed cobblestones that are adjacent to permanent edges unless they are within 36 inches of laying face.
4. Before ending each day's work and when rain interrupts work, cover cobblestones that have not been compacted and leveling course on which cobblestones have not been

placed with nonstaining plastic sheets to protect them from rain.

C. Place graded aggregate fill immediately after vibrating cobblestones into leveling course. Spread and screed aggregate fill level with tops of cobblestones.

1. Before ending each day's work, place aggregate fill in installed permeable paving except for 42-inch width of unfilled paving adjacent to temporary edges (laying faces).
2. As work progresses to perimeter of installation, place aggregate fill in installed paving that is adjacent to permanent edges unless it is within 42 inches of laying face.
3. Before ending each day's work and when rain interrupts work, cover paving that has not been filled with nonstaining plastic sheets to protect it from rain.

D. Remove and replace cobblestones that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

PART 4 - MEASUREMENT AND PAYMENT

4.1 METHOD OF MEASUREMENT

A. Cobblestone Paving: Permeable cobblestone pavement for roadway shoulders shall be measured to the nearest Square Foot. No separate measurement or payment will be made for surface preparation, leveling course, placing materials, and filling gaps between cobblestones.

4.2 BASIS OF PAYMENT

A. Cobblestone Pavement: Payment for accepted permeable cobblestone pavement shall be made at the Contract Unit Price for Pay Item “ Cobblestone, Remove, Store and Replace ”, complete and in place and shall include all costs for surface preparation, leveling course, placing materials, and filling gaps between cobblestones.

END OF JOB SPECIAL PROVISIONS JSP-24

JSP-25
JOB SPECIAL PROVISIONS – Construction Staking

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

Delete Section 105.8 of the MoDOT Standard Specification and substitute the following:

PART 1 – SCOPE OF WORK

A. The Contractor shall provide Surveying and Staking for the execution of this work. Construction Staking, Lines and Grades shall consist of providing the necessary Surveying and Staking for the successful construction of the work. Staking work shall be in accordance with generally accepted Surveying practices and provisions. The Contractor shall be responsible for the preservation of all Right of Way monuments. The Contractor shall document all Surveying in a written form that is acceptable to MoDOT and the City of St. Louis Street Department. The coordinate data will be provided by AFRAM Corporation, the Engineer and Surveyor of Record for this project. The Contractor shall receive a lump sum payment, based on percent complete, per the line item "Construction Staking" in the Bid.

PART 2 - PAYMENT

Payment for this item shall be made at the lump sum bid under the pay item "Construction Staking". This shall constitute full compensation for all material, labor, equipment and incidentals to coordinate and schedule utility activities.

END OF JOB SPECIAL PROVISIONS JSP-25

JSP-26
JOB SPECIAL PROVISIONS – City Water Division Tie-In Work

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

All work related to Water Mains, Service Lines and Appurtenances shall conform to the requirements of the City of St. Louis Department of Public Utilities Water Division Policies and Regulations for Large Service Connections, Laying of Water Mains and Small Service Connections 2011.

All work shall be done and paid for according to Section 01200 – GENERAL PROVISIONS of the City of St. Louis Board of Public Service Standard Specifications, Bid Items, and Standard Details for Street and Alley Construction, January 2012 Edition, except as supplemented or amended hereinafter.

PART 1 – GENERAL

1.9 UTILITY FEE

A. A lump sum Water Division Fee has been established for payment to the City Water Division for connection/tie-in work performed and billed on water mains by the Water Division.

PART 4 - MEASUREMENT AND PAYMENT

4.1 Payment for "Water Division Fees" shall be included in the amounts shown under bid item "Water Division Fee" but will be reimbursed for only the actual costs charged by the Water Division for performing their work. This shall include work for connections/tie-ins performed and billed by the Water Division.

END OF JOB SPECIAL PROVISIONS JSP-26

JSP-27
JOB SPECIAL PROVISIONS – Steam Line Abandonment

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

All work shall be done according to the City of St. Louis Board of Public Service Standard Specifications, Bid Items, and Standard Details for Street and Alley Construction, January 2012 Edition, except as supplemented or amended hereinafter.

Steam Lines – Trigen-St. Louis Energy Corp:

SCOPE OF WORK

According to Trigen, the existing Steam Lines along 1st Street from Washington through Lucas Intersection are currently not in use and will need to be abandoned by the Contractor. Prior to any abandonment work, The Contractor shall verify with Trigen the exact location and extent of lines to be abandoned. The accepted method for abandonment of the Steam Lines involves removing the top 30 inches of the existing "doghouse type" steam manhole and filling it with a Lean Concrete Flowable Fill to the top of the remaining manhole structure. This will allow enough room to install the base granular material and the new Cobblestone or Concrete pavement over the top of the remaining manhole structure.

PAYMENT

For this work, which shall include all necessary labor, materials and equipment, the Contractor shall receive the amount for the Pay Item "Steam Line Abandonment" as stated in the Bid.

END OF JOB SPECIAL PROVISIONS JSP-27

JSP-28
JOB SPECIAL PROVISIONS – Temporary Wiring for Lighting Circuits

(Job Special Provisions shall prevail over Specifications and/or General Provisions whenever in conflict therewith)

1. EXISTING CONDITIONS

The existing wiring system serves additional lighting outside the project limits. The lighting outside the project limits shall remain in service during construction.

2. SCOPE

The Contractor is to provide Temporary Wiring so the Street Lights outside the project limits remain in service during construction. Contractor to coordinate this Temporary Lighting Plan with the City of St. Louis Lighting Division prior to any construction on this project.

3. EXECUTION

The Contractor shall engage an Electrical Contractor (EC) licensed in the City of St. Louis to perform the work.

No less than 24 hours prior to performing any work involving disconnection or connection of power to the electrical system, the EC shall contact the City of St. Louis Lighting Division.

All work shall be in accordance with the City of St. Louis Lighting Division requirements.

4. PAYMENT

For this work, which shall include all necessary labor, materials and equipment, the Contractor shall be paid the lump sum amount per the Bid under the Pay Item "Temporary Wiring for Lighting Circuits".

END OF JOB SPECIAL PROVISIONS JSP-28

APPENDIX H

FHWA
FORM 1273

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.

APPENDIX I

FEDERAL AID PROVISIONS

FEDERAL AID PROVISIONS

December 1980

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

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

3. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their covered construction work, such contractors are required to comply with the following goals:

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

Goals

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

Goals for Minority Participation for Each Trade

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

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

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

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

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

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

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

July 1986

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

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation which this contract resulted.

   b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;

   c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes;

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an

approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contact resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file or the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.

i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rat of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area

residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program.

OPERATING POLICY STATEMENT

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

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

SUPPLEMENTAL REPORTING REQUIREMENTS

A. The Contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.

B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.

C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) "Federal-Aid Highway Construction Contractors Annual EEO Report", indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

NONDISCRIMINATION IN EMPLOYMENT

July 1990

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

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

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

(a) General – (1) Transactions of $10,000 or under. Contracts and Subcontractors not exceeding $10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity

clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding $10,000, the $10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds $10,000.

APPENDIX J

APPLICABLE STATE WAGE RATES

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 19

Section 096

ST. LOUIS CITY

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
Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 9, 2012**

Last Date Objections May Be Filed: **April 9, 2012**

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	10/12		$37.26	55	60	$19.51
Boilermaker			$31.20	57	7	$27.01
Bricklayer and Stone Mason	7/12		$30.55	72	5	$19.42
Carpenter	7/12		$34.63	77	41	$14.00
Cement Mason	7/12		$29.50	80	6	$14.91
Electrician (Inside Wireman)	7/12		$31.75	82	71	$10.06 + 37.5%
Electrician (Outside-Line Construction\Lineman)	9/12		$38.91	43	45	$5.00 + 37.5%
Lineman Operator	9/12		$33.59	43	45	$5.00 + 37.5%
Groundman	9/12		$25.97	43	45	$5.00 + 37.5%
Communication Technician			$28.05	44	47	$8.93 + 29.75%
Elevator Constructor		a	$42.195	26	54	$23.305
Operating Engineer						
Group I	8/12		$29.61	3	66	$22.53
Group II	8/12		$29.61	3	66	$22.53
Group III	8/12		$27.71	3	66	$22.53
Group III-A	8/12		$29.61	3	66	$22.53
Group IV	8/12		$24.25	3	66	$22.53
Group V	8/12		$24.25	3	66	$22.53
Pipe Fitter			$34.25	91	69	$25.03
Glazier			$32.78	87	31	$21.13 + 13.2%
Laborer (Building):						
General			$28.87	97	26	$12.62
First Semi-Skilled			$29.51	114	27	$12.62
Second Semi-Skilled			$28.87	109	3	$12.62
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	7/12		$29.33	92	26	$13.70
Marble Mason	7/12		$30.62	76	51	$12.73
Millwright			USE CARPENTER RATE			
Ironworker	8/12		$32.28	11	8	$20.975
Painter			$28.75	104	12	$12.58
Plasterer	7/12		$29.41	67	3	$15.78
Plumber	8/12		$34.25	91	69	$25.03
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofer	9/12		$29.00	15	73	$15.17
Sheet Metal Worker			$35.68	32	25	$21.23
Sprinkler Fitter - Fire Protection			$37.73	66	18	$19.10
Terrazzo Worker			$30.79	116	5	$11.09
Tile Setter	7/12		$30.62	76	51	$12.73
Truck Driver-Teamster						
Group I			$27.05	35	36	$9.045
Group II			$27.25	35	36	$9.045
Group III			$27.35	35	36	$9.045
Group IV			$27.35	35	36	$9.045
Traffic Control Service Driver			$27.35	83	17	$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

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

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

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

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

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

CITY OF ST. LOUIS CITY
OVERTIME SCHEDULE - BUILDING 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. 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. 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.

CITY OF ST. LOUIS CITY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 32: The regular working day shall consist of seven and one-half (7½) hours of labor on the job between eight (8) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive seven and one-half (7½) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 37½ 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 shall be paid at time and one-half (1-1/2). 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. And, a flexible starting time as early as 7:00 a.m. may be implemented when mutually agreed upon by the interested parties. An early starting time of 6:00 a.m. may be used during summer months to avoid excessive afternoon temperatures. This early starting time to be used when 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 7½ hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday first 7 ½ hours of work – 1½ of base shift rate. Saturday – work after 7½ 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.

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.

CITY OF ST. LOUIS CITY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked $25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 66: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. The work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. The Employer at his option may use a flexible starting time between the hours of 7:00 a.m. and 9:00 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 staring 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 staring 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.

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.

CITY OF ST. LOUIS CITY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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.

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. 83: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for all Sunday work and work performed on recognized holidays.

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.

CITY OF ST. LOUIS CITY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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.

NO. 97: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty 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 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift Work: Shifts may be established when considered necessary be the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

CITY OF ST. LOUIS CITY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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. 109: Means a workday of eight (8) hours shall constitute the regular day's work beginning at 8:00 a.m. through 4:30 p.m.; five (5) days shall constitute a work week from Monday to Friday inclusive; time and one-half (1½) shall be paid for all work performed before 8:00 a.m. or after 4:30 p.m. of any day Monday through Friday, and all hours worked on Saturday. Double (2) time shall be paid for all work performed on Sunday or any of the recognized holidays. Overtime shall be computed at one-half (1/2) hour intervals. A flexible starting time for eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m. with starting time determined by the Employer. This adjustable starting time can, at the employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. When an Employer works a project of a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift work: Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight (8) hours work. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shift that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly in the evening hours shall receive second shift pay; employees working predominately during the early morning hours will receive third shift pay. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. with a thirty (30) minute lunch period to start between the hours of 11:00 a.m. and 1:00 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. Shift Work: In the case of three (3) shifts, workmen shall be paid eight (8) hours for seven and one-half (7½) hours worked.

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.

CITY OF ST. LOUIS CITY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

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 this eight (8) hours is too 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. 17: All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

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.

CITY OF ST. LOUIS CITY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

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.

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, Fourth of July, Veteran's Day, Thanksgiving Day, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on Saturday, the preceding Friday will be observed as the holiday.

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. 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.

CITY OF ST. LOUIS CITY
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	7/12	$34.63	11	7	$14.00
Millwright	7/12	$34.63	11	7	$14.00
Pile Driver	7/12	$34.63	11	7	$14.00
Electrician (Outside-Line Construction\Lineman)		$36.36	9	12	$5.00 + 42.5%
Lineman Operator		$31.39	9	12	$5.00 + 42.5%
Lineman - Tree Trimmer		$23.72	32	31	$5.00 + 23%
Groundman		$24.27	9	12	$5.00 + 42.5%
Groundman - Tree Trimmer		$18.80	32	31	$5.00 + 23%
Operating Engineer					
Group I	8/12	$29.61	15	9	$22.53
Group II	8/12	$29.61	15	9	$22.53
Group III	8/12	$27.71	15	9	$22.53
Group IV	8/12	$24.25	15	9	$22.53
Oiler-Driver	8/12	$24.25	15	9	$22.53
Cement Mason	7/12	$29.50	17	11	$14.91
Laborer					
General Laborer		$28.87	16	10	$12.62
Truck Driver-Teamster					
Group I		$27.05	14	8	$9.045
Group II		$27.25	14	8	$9.045
Group III		$27.35	14	8	$9.045
Group IV		$27.35	14	8	$9.045
Traffic Control Service Driver		$27.35	26	25	$9.045

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.

For additional information regarding the application of the Lineman Tree Trimmer and the Groundman Tree Trimmer subcategories of the occupational title of Electrician (Outside-Line Construction\Lineman), see the Labor and Industrial Relations Commission Order of June 21, 2012, in the Matter of Objection Nos. 122-237.

REPLACEMENT PAGE
CITY OF ST. LOUIS CITY
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. 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. Worked 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.

NO. 11: Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a 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 (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays.

NO. 14: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his 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 of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for Sunday work and work performed on recognized holidays.

NO. 15: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of 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 workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be 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, he 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 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.

REPLACEMENT PAGE
CITY OF ST. LOUIS CITY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION

NO. 16: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift work: Shifts may be established when considered necessary be the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

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. 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.

REPLACEMENT PAGE
CITY OF ST. LOUIS CITY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

NO. 7: 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. 8: All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

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. 10: 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. 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. 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.

APPENDIX K

APPLICABLE FEDERAL WAGE RATES

General Decision Number: MO120001 10/19/2012 MO1

Superseded General Decision Number: MO20100001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/03/2012
3	03/02/2012
4	04/06/2012
5	05/04/2012
6	06/01/2012
7	06/15/2012
8	07/06/2012
9	10/19/2012

CARP0002-002 05/01/2010

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters	$ 32.78	12.25

CARP0005-006 04/01/2008

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS	$ 33.00	12.03
MILLWRIGHTS & PILEDRIVERS	$ 33.00	12.03

CARP0011-001 05/01/2011

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX,LINN, MACON, MILLER, MONITEAU,MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES	$ 28.57	11.00
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL,DAVIESS, DEKALB,GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY,ST. CLAIR, SALINE AND WORTH COUNTIES	$ 27.67	10.55

AUDRAIN (East of Hwy.19),
RALLS, MARION, LEWIS,
CLARK AND SCOTLAND COUNTIES.$ 28.83 13.05
BARRY, BARTON, CAMDEN,
CEDAR, CHRISTIAN, DADE,
DALLAS, DOUGLAS, GREENE,
HICKORY,JASPER, LACLEDE,
LAWRENCE, MCDONALD,
NEWTON, OZARK, POLK,
STONE, TANEY, VERNON,
WEBSTER AND WRIGHT COUNTIES.$ 27.32 10.55
BENTON, MORGAN AND PETTIS...$ 27.27 11.00
BOLLINGER, BUTLER, CAPE
GIRARDEAU, DUNKLIN,
MISSISSIPPI, NEW MADRID,
PEMISCOT, PERRY, STE.
GENEVIEVE, SCOTT, STODDARD
AND WAYNE COUNTIES.....$ 28.67 13.07
BUCHANAN, CLINTON, JOHNSON
AND LAFAYETTE COUNTIES.....$ 28.32 10.55
CARTER, HOWELL, OREGON AND
RIPLEY COUNTIES.....$ 27.75 13.07
CRAWFORD, DENT, GASCONADE,
IRON, MADISON, MARIES,
MONTGOMERY, PHELPS,
PULASKI, REYNOLDS, SHANNON
AND TEXAS COUNTIES.....$ 28.68 13.05
FRANKLIN COUNTY.....$ 31.23 13.05
JEFFERSON AND ST. CHARLES
COUNTIES.....$ 33.38 13.05
LINCOLN COUNTY.....$ 30.34 13.05
PIKE, ST. FRANCOIS AND
WASHINGTON COUNTIES.....$ 29.39 13.05
WARREN COUNTY.....$ 30.73 13.05

ELEC0001-002 06/01/2012

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

	Rates	Fringes
Electricians.....	$ 31.75	22.37

ELEC0002-001 09/04/2011

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

	Rates	Fringes
Line Construction:		

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     Equipment Operator.........$ 31.39            18.03
     Groundman & Truck Driver....$ 24.27           15.07
     Lineman & Cable Splicer.....$ 36.36           20.09
-----------------------------------------------------------------
 ELEC0053-004 09/01/2011

                                    Rates          Fringes

Line Construction: (ANDREW,
ATCHINSON, BARRY, BARTON,
BUCHANAN, CALDWELL, CEDAR,
CHRISTIAN, CLINTON, DADE,
DALLAS, DAVIES,, DEKALB,
DOUGLAS, GENTRY, GREENE,
GRUNDY, HARRISON, HICKORY,
HOLT, JASPER, LACLEDE,
LAWRENCE, LIVINGSTON,
MCDONALD, MERCER, NEWTON,
NODAWAY, OZARK, POLK, ST.
CLAIR, STONE, TANEY, VERNON,
WEBSTER, WORTH AND WRIGHT
COUNTIES)
     Groundman Powderman.........$ 25.88           13.93
     Groundman...................$ 23.98           13.27
     Lineman Operator............$ 35.12           17.12
     Lineman.....................$ 37.10           17.80
Line Construction; (BATES,
BENTON, CARROLL, CASS, CLAY,
HENRY, JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
RAY AND SALINE COUNTIES)
     Groundman Powderman.........$ 26.84           14.26
     Groundman...................$ 25.44           13.78
     Lineman Operator............$ 35.82           17.36
     Lineman.....................$ 38.40           18.25
-----------------------------------------------------------------
* ELEC0095-001 06/01/2012

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


                                    Rates          Fringes

Electricians:
     Cable Splicers..............$ 24.90         8%+10.91
     Electricians................$ 24.55         8%+10.91
-----------------------------------------------------------------
 ELEC0124-007 09/01/2010

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


                                    Rates          Fringes

Electricians.....................$ 33.83           18.63
-----------------------------------------------------------------
 ELEC0257-003 03/01/2012

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN,
CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,
MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES
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	Rates	Fringes
Electricians:		
Cable Splicers.....	$ 30.42	16.085
Electricians.....	$ 30.42	16.085

ELEC0350-002 12/01/2010

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

	Rates	Fringes
Electricians.....	$ 28.16	15.20

ELEC0453-001 09/01/2011

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES.	$ 23.93	13.82
PULASKI and TEXAS COUNTIES..	$ 28.58	14.28
STONE and TANEY COUNTIES....	$ 19.72	12.99

ELEC0545-003 06/01/2011

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

	Rates	Fringes
Electricians:.....	$ 31.00	12.22

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* ELEC0702-004 07/02/2012

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

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	$ 24.64	31%+5.76
Groundman-Equipment Operator Class II (all other equipment).....	$ 31.20	31%+5.76
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	$ 35.57	31%+5.76
Lineman.....	$ 43.30	31%+5.76

ENGI0101-001 05/01/2011

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 29.94	13.76
GROUP 2	$ 29.54	13.76
GROUP 3	$ 27.54	13.76

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

HOURLY PREMIUMS:
THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or

piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

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

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

ENGI0101-005 04/01/2011

CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 32.33	13.88
GROUP 2	$ 31.29	13.88
GROUP 3	$ 26.82	13.88
GROUP 4	$ 30.17	13.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: "A" Frame truck operator; back filler operator; boilers (1); chip spreader;churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump

cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:
HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($1.00) ABOVE GROUP 1 RATE:
Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;
Piledrivers 80 ft. of boom or over (including jib);
Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2011

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 26.71	11.81
GROUP 2	$ 26.36	11.81
GROUP 3	$ 26.16	11.81
GROUP 4	$ 24.11	11.81

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor;

pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive $ .25 above GROUP 1 rate:
Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);
Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive $ .50 above GROUP 1 rate:
Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive $ .75 above GROUP 1 rate:
Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/04/2011

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 29.11	21.36
GROUP 2	$ 29.11	21.36
GROUP 3	$ 27.21	21.36
GROUP 4	$ 23.75	21.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat;

Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreaker; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Cimbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self- propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro~Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjenction with an air compressor, operator shall be paid $ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

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

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - $2.00;
Crane,climbing (such as Linden) - $.50;
Crane, Pile Driving and Extracting - $ .50

Crane with boom (including job) over
100 ft from pin to pin - add $.01 per foot
to maximum of $4.00);
Crane, using rock socket tool - $ .50;
Derrick, diesel, gas or electric hoisting material
and erecting steel (150 ft or more above ground) - $ .50;
Dragline, 7 cu yds and over - $ .50;
Hoist, Three or more drums in use - $ .50;
Scoop, Tandem - $.50;
Shovel, Power - 7 cu yds and over - $ .50;
Tractor, Tandem Crawler - $ .50;
Tunnel, man assigned to work in tunnel or
tunnel shaft - $ .50;
Wrecking, when machines are working on
second floor or higher - $ .50

ENGI0513-006 05/01/2011

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 24.89	21.33
GROUP 2	$ 24.54	21.33
GROUP 3	$ 24.34	21.33
GROUP 4	$ 20.69	21.33

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom

self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

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

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

FOOTNOTE: HOURLY PREMIUMS

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

ENGI0513-007 05/04/2011

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 29.11	21.36
GROUP 2	$ 29.11	21.36
GROUP 3	$ 27.21	21.36
GROUP 4	$ 23.75	21.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or

tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

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

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

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

HOURLY PREMIUMS:
Backhoe, hydraulic

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

IRON0010-012 04/01/2012

	Rates	Fringes
Ironworkers:		
ANDREW, ATCHISON, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SALINE, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties	$ 26.00	25.60
BUCHANAN, CASS, CLAY, JACKSON, JOHNSON, LAFAYETTE, PLATTE AND RAY Counties	$ 29.00	25.60

IRON0321-002 08/01/2009

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker	$ 18.10	12.34

IRON0396-004 01/02/2012

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

PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	$ 31.98	19.11

IRON0396-009 01/02/2012

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

	Rates	Fringes
Ironworker.....	$ 27.51	19.55

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* IRON0577-005 08/01/2012

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

	Rates	Fringes
Ironworker.....	$ 24.44	17.31

IRON0584-004 06/01/2012

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

	Rates	Fringes
Ironworkers:.....	$ 22.70	12.28

IRON0782-003 05/01/2012

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

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	$ 29.39	20.03
All Other Work.....	$ 23.87	17.79

LABO0042-003 03/07/2012

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	$ 28.87	12.62

LABO0042-005 03/07/2012

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman	$ 29.37	12.62
Laborers, Flaggers	$ 28.87	12.62
Wrecking	$ 28.75	12.62

LABO0424-002 05/01/2009

	Rates	Fringes
LABORER		
ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, CLARK, COLE, COOPER, HOWARD, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARION, MILLER, MONITEAU, MONROE, PERRY, PIKE, PUTNAM, RALLS, RANDOLPH, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES		
GROUP 1	$ 24.56	9.29
GROUP 2	$ 25.16	9.29
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, MARIES, MISSISSIPPI, NEW MADRID, OREGON, OSAGE, PEMISCOT, PHELPS, PULASKI, RIPLEY, SCOTT, SHANNON, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES		
GROUP 1	$ 24.56	9.29
GROUP 2	$ 25.16	9.29
FRANKLIN COUNTY		
GROUP 1	$ 26.01	9.29
GROUP 2	$ 26.61	9.29
JEFFERSON COUNTY		
GROUP 1	$ 26.06	9.29
GROUP 2	$ 26.66	9.29
LINCOLN, MONTGOMERY AND WARREN COUNTIES		
GROUP 1	$ 24.81	9.29
GROUP 2	$ 25.41	9.29
ST.CHARLES COUNTY		
GROUP 1	$ 27.33	9.29
GROUP 2	$ 27.33	9.29

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete

paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

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LABO0579-005 05/01/2012

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1	$ 23.89	11.39
GROUP 2	$ 24.24	11.39
LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST.CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)		
GROUP 1	$ 22.24	11.24
GROUP 2	$ 22.79	11.24
LABORER (LAFAYETTE COUNTY)		

GROUP 1.....$ 23.79 11.49
GROUP 2.....$ 24.14 11.49

LABORERS CLASSIFICATIONS

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

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0663-002 04/01/2011

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 26.64	12.49
GROUP 2	$ 27.85	12.49

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies

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

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

PAIN0002-002 09/01/2007

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

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

PAIN0002-006 04/01/2011

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE,

HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.

	Rates	Fringes
Painters:		
Bridges, Dams, Locks or Powerhouses	$ 22.80	10.87
Brush and Roll; Taping, Paperhanging	$ 20.80	10.87
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement	$ 21.80	10.87
Spray; Structural Steel (over 50 feet)	$ 21.30	10.87
Tapers using Ames or Comparable Tools	$ 21.05	10.87

PAIN0003-004 04/01/2011

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

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 29.93	14.04
Brush & Roller	$ 28.31	14.04
Drywall	$ 28.53	14.04
Paper Hanger	$ 28.81	14.04
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 29.43	14.04
Steeplejack	$ 33.50	14.04

PAIN0003-011 04/01/2011

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

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 24.06	14.04
Brush & Roller	$ 22.67	14.04
Drywall	$ 22.84	14.04
Paper Hanger	$ 23.07	14.04
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 23.56	14.04
Steeplejack	$ 26.82	14.04

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* PAIN0098-002 05/01/2012

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

	Rates	Fringes
Painters:		
Brush & Roller	$ 22.93	11.51
Sandblaster	$ 23.93	11.51
Steeplejack	$ 25.93	11.51

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* PAIN0203-001 04/01/2012

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

	Rates	Fringes
Painters:		
Finisher	$ 20.18	11.33
Painter	$ 19.75	11.76
Sandblaster, High Man, Spray Man, Vinyl Hanger, Tool Operator	$ 21.18	11.33

PAIN1265-003 07/01/2012

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

	Rates	Fringes
Painters:		
Brush and Roller	$ 25.64	11.77
Floor Work	$ 26.14	11.77
Lead Abatement	$ 27.89	11.77
Spray	$ 27.14	11.77
Structural Steel, Sandblasting and All Tank Work	$ 26.89	11.77
Taping, Paperhanging	$ 26.64	11.77

PAIN1292-002 09/01/2011

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks	$ 27.99	10.39
Brush & Roller	$ 23.04	10.39
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI)	$ 25.04	10.39

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

PAIN1292-003 09/01/2011

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	$ 27.99	10.39
Brush & Roller.....	$ 23.64	10.39
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	$ 25.64	10.39

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

PLAS0518-006 03/21/2012

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 22.06	8.74

PLAS0518-007 04/01/2012

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

	Rates	Fringes
Cement Masons:.....	$ 29.24	14.38

PLAS0518-011 04/01/2012

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 31.08	16.15

PLAS0527-001 04/04/2012

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND WARREN COUNTIES.....	$ 28.33	14.83
JEFFERSON, ST. CHARLES		

COUNTIES AND ST.LOUIS
(City and County).....$ 29.50 14.91

PLAS0527-004 06/01/2012

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

	Rates	Fringes
CEMENT MASON.....	$ 26.34	14.83

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* PLAS0908-001 05/01/2012

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

	Rates	Fringes
CEMENT MASON.....	$ 25.25	12.55

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* PLAS0908-005 05/01/2012

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

	Rates	Fringes
CEMENT MASON.....	$ 25.25	12.55

PLUM0008-003 06/01/2012

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	$ 37.45	20.41

PLUM0008-017 06/01/2012

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

	Rates	Fringes
Plumbers.....	$ 35.01	20.41

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* PLUM0045-003 09/01/2012

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

	Rates	Fringes
Plumbers and Pipefitters.....	$ 33.10	18.65

PLUM0178-003 11/01/2011

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

	Rates	Fringes
Plumbers and Pipefitters	$ 26.75	14.32

PLUM0178-006 11/01/2011

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects $750,000 & under	$ 23.78	14.32
Projects over $750,000	$ 26.75	14.32

PLUM0533-004 06/01/2012

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

	Rates	Fringes
Pipefitters	$ 40.08	19.07

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* PLUM0562-004 08/01/2012

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY,CAMDEN, CAPE GIRARDEAU,CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST.FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON,AND WAYNE COUNTIES.

	Rates	Fringes
Plumbers and Pipefitters		
Mechanical Contracts including all piping and temperature control work $7.0 million & under	$ 32.91	19.16
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 34.25	25.03

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* PLUM0562-016 08/01/2012

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

	Rates	Fringes
Plumbers		
Mechanical Contracts including all piping and temperature control work $7.0 million & under	$ 32.91	19.16
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 34.25	25.03

TEAM0013-001 05/01/2010

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1	$ 25.84	9.85
GROUP 2	$ 26.00	9.85
GROUP 3	$ 25.99	9.85
GROUP 4	$ 26.11	9.85
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1	$ 26.57	9.85
GROUP 2	$ 26.73	9.85
GROUP 3	$ 26.72	9.85
GROUP 4	$ 26.84	9.85
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1	$ 28.93	9.85
GROUP 2	$ 29.04	9.85
GROUP 3	$ 29.08	9.85
GROUP 4	$ 29.15	9.85
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1	$ 27.58	9.85
GROUP 2	$ 27.69	9.85
GROUP 3	$ 28.73	9.85
GROUP 4	$ 27.80	9.85

TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

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TEAM0056-001 05/01/2010

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICHKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1	$ 26.27	9.85
GROUP 2	$ 26.43	9.85
GROUP 3	$ 26.42	9.85
GROUP 4	$ 26.54	9.85
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1	$ 25.54	9.85
GROUP 2	$ 25.70	9.85
GROUP 3	$ 25.69	9.85
GROUP 4	$ 25.81	9.85
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1	$ 27.48	9.85
GROUP 2	$ 27.59	9.85
GROUP 3	$ 27.63	9.85
GROUP 4	$ 27.70	9.85

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Agitator and transit mix-trucks.

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

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

TEAM0245-001 03/26/2012

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

	Rates	Fringes
Truck drivers:		
Traffic Control Service Driver	$ 20.45	0.00

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

TEAM0541-001 04/01/2011

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 29.76	11.65
GROUP 2	$ 29.19	11.65
GROUP 3	$ 28.67	11.65

TRUCK DRIVERS CLASSIFICATIONS

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

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2012

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 30.605	8.69+a+b+c+d
GROUP 2	$ 30.805	8.69+a+b+c+d
GROUP 3	$ 30.69	8.69+a+b+c+d

a. PENSION: 5/1/2012 - $182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive $1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION

APPENDIX L

APPLICABLE ENVIRONMENTAL AND CULTURAL PERMITS AND CLEARANCES

MEMORANDUM

Missouri Department of Transportation
Environmental Section
P.O. Box 270, Jefferson City, MO 65101

TO: Larry Burke – D6

CC: Ralph Rankin - de
Richard Moore - de

FROM: Matt Burcham
Senior Environmental Specialist

DATE: April 21, 2011

This project is approved as a Categorical Exclusion (CE) by the MoDOT Environmental Section under the FHWA/MoDOT Programmatic CE executed June 9, 2003. The project qualifies for this CE under Item # 2 on 4-21-11 by [illegible]. Project Scope change could invalidate this approval. Contact the MoDOT Environmental Section if scope is changed.

SUBJECT: Design-Environmental/Historic Preservation Section
City of St. Louis
2nd Street Between Washington Ave. & Morgan St.
Federal Project No. STP – 5401(664)
Categorical Exclusion Determination

Documentation submitted by District 6 supports a Programmatic Categorical Exclusion (CE), Project Type #2, environmental classification for the subject project. This project has a Transportation Improvement Program (TIP) number of 5457-11.

The applicant is required to assure that the Section 106 work required by the National Historic Preservation Act is completed. This includes a review by the State Historic Preservation Office (SHPO). That might be concluded with completion and submittal to the SHPO of just the "Section 106 Project Information Form" found in the Local Public Agency (LPA) Manual (Figures 4-3-1 and 4-3-2). See the LPA for instructions to complete this process. Please provide a copy of the SHPO response(s) – and supporting documentation - to that review to Matt Burcham.

This is the issue identified by MoDOT Environmental staff using the information provided. Identification of all issues that need to be addressed for state and federal laws is ultimately the responsibility of the sponsor. If you have any other environmental/historic preservation questions about this project, don't hesitate to contact Matt Burcham at (573) 526-6679. Thank you.

STATE OF MISSOURI
Jeremiah W. (Jay) Nixon, Governor • Sara Parker Pauley, Director
DEPARTMENT OF NATURAL RESOURCES
www.dnr.mo.gov

April 11, 2012

David Leake, P.E.
St. Louis Development Corporation
1015 Locust Street, Suite 1200
St. Louis, Missouri 63101

Re: Laclede's Landing Streetscape Improvements, First Street & Second Street between Washington Avenue & Morgan Street (FHWA & HUD) City of St. Louis, Missouri

Dear Mr. Leake:

Thank you for submitting information about the above referenced project for our review pursuant to Section 106 of the National Historic Preservation Act (P.L. 89-665) and the Advisory Council on Historic Preservation's regulation 36 CFR Part 800, which require identification and evaluation of cultural resources.

We have reviewed the information provided concerning the above referenced project. We have determined that the proposed streetscape improvements project will have **no adverse effect** on the historic fabric of Laclede's Landing, a property listed in the National Register of Historic Places, on the condition that the composition of the proposed curb and gutter detail be formulated to achieve a more historic appearance that is less visually intrusive. Plans and specifications for the curb and gutter concrete composition and appearance shall be reviewed by the Cultural Resources Office to ensure conformance with the Secretary of the Interior's Standards and Guidelines for Rehabilitation.

Please be advised that, should project plans change, information documenting the revisions should be submitted to this office for further review and comment on possible effects to historic properties. In the event that cultural materials are encountered during project activities, all construction should be halted, and this office notified as soon as possible in order to determine the appropriate course of action.

If you have any questions, please write Judith Deel at State Historic Preservation Office, P.O. Box 176, Jefferson City, Missouri 65102 or call 573/751-7862. Please be sure to include the SHPO Log Number (**067-SLC-12**) on all future correspondence or inquiries relating to this project.

Sincerely,

STATE HISTORIC PRESERVATION OFFICE

Mark A. Miles
Director and Deputy State
Historic Preservation Officer

MAM:jd

c Peggy Casey, FHWA
Paul Mohr, HUD
Bob Reeder, MoDOT
Betsy Bradley, CRO
Jan Cameron, CRO

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RECEIVED
MAY 22 REC'D
AFRAM

May 17, 2012

C. Todd Brady, P.E.
AFRAM Corporation
1601 Olive Street
St. Louis, Missouri 63103

Re: Laclede's Landing Streetscape Improvements, First Street & Second Street between Washington Avenue & Morgan Street (FHWA & HUD) City of St. Louis, Missouri

Dear Mr. Brady:

Thank you for submitting information about the above referenced project for our review pursuant to Section 106 of the National Historic Preservation Act (P.L. 89-665) and the Advisory Council on Historic Preservation's regulation 36 CFR Part 800, which require identification and evaluation of cultural resources.

We have reviewed the additional information provided by you concerning the above referenced project. We have determined that the proposed streetscape improvements project will have **no adverse effect** on the historic fabric of Laclede's Landing, a property listed in the National Register of Historic Places, on the condition that the composition of the proposed curb and gutter detail be formulated to achieve a more historic appearance that is less visually intrusive. Plans and specifications for the curb and gutter concrete composition and appearance shall be reviewed and accepted by the Cultural Resources Office to ensure conformance with the Secretary of the Interior's Standards and Guidelines for Rehabilitation.

Please be advised that, should project plans change, information documenting the revisions should be submitted to this office for further review and comment on possible effects to historic properties. In the event that cultural materials are encountered during project activities, all construction should be halted, and this office notified as soon as possible in order to determine the appropriate course of action.

If you have any questions, please write Judith Deel at State Historic Preservation Office, P.O. Box 176, Jefferson City, Missouri 65102 or call 573/751-7862. Please be sure to include the SHPO Log Number (**067-SLC-12**) on all future correspondence or inquiries relating to this project.

Sincerely,

STATE HISTORIC PRESERVATION OFFICE

Mark A. Miles
Director and Deputy
State Historic Preservation Officer

c Peggy Casey, FHWA
Paul Mohr, HUD
Bob Reeder, MoDOT
Betsy Bradley, CRO
Jan Cameron, CRO
David Leake, P.E.

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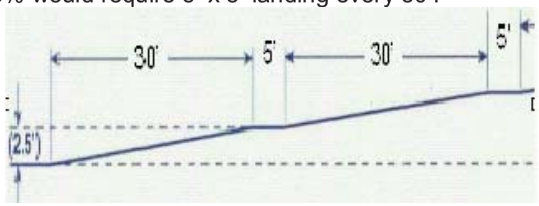
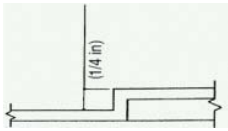
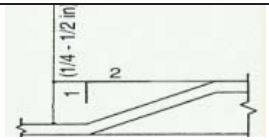
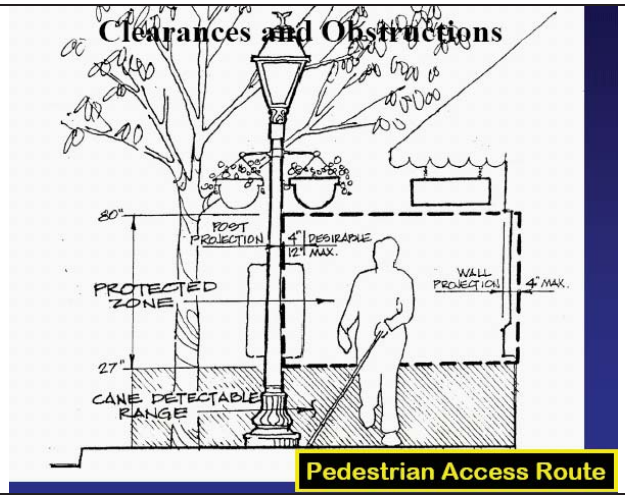
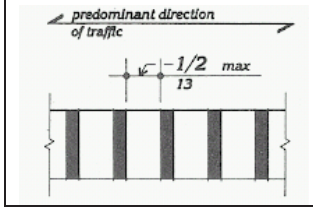
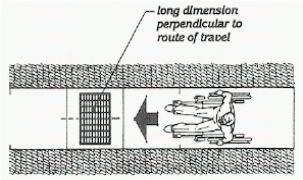
APPENDIX M

ADA
POST CONSTRUCTION
CHECKLIST

ADA POST INSPECTION CHECKLIST

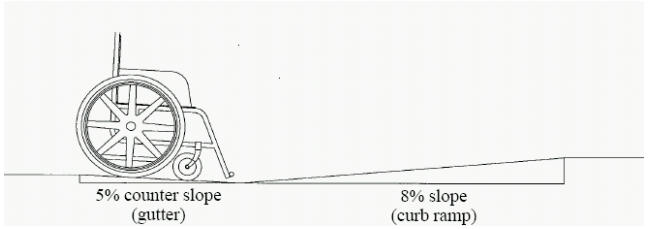
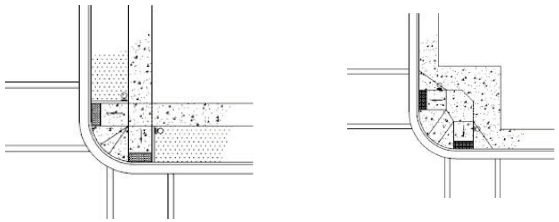
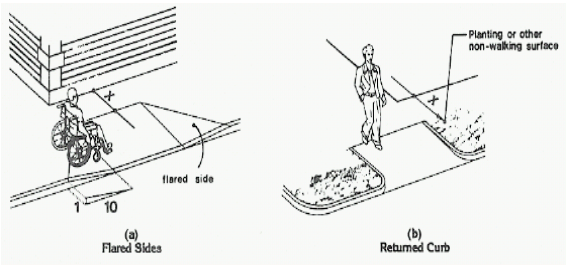
Job No. _____ Route _____ County _____ Location _____

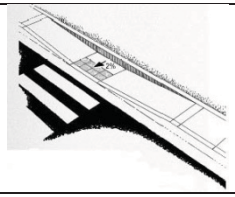
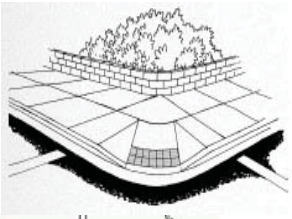
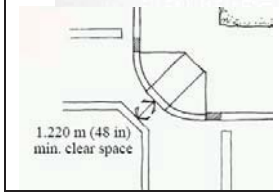
				SIDEWALKS
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	All sidewalks constructed within the project limits are ADA compliant.			
	• Sidewalks are 5' or greater in width. Exception, existing sidewalks or where physical restraints exists, sidewalks may be less than 5' wide, but must be at minimum 3' or greater in width with 5' x 5' level landings provided no more than 200' apart. (A level landing is defined as a landing with no cross or running slopes greater than 2.0%. Driveways or parking lots may be considered as landings if they meet the requirements of a landing.)			
	• Sidewalk cross slopes are 2.0% or less.			
For example, a segment with the maximum allowed running 8.33% would require 5' x 5' landing every 30'. 	• Sidewalk running slopes meet any of the following conditions: - The sidewalk is at the same grade as the roadway, regardless how steep the roadway grade is. - If the sidewalk is at a different grade than the roadway, yet the running slope of the sidewalk is not greater than 5%. - If the sidewalk running slope is at a different grade than the roadway and the running slope is greater than 5%, then the sidewalk will be considered a ramp and shall meet the following requirements: o Maximum grade is 8.33% for any segment. o Maximum rise for a segment is 30". o 5' x 5' landings are located between each segment.			
 	• Surface Level Criteria - There are no height differentials with a lip greater than ¼" in height. Exceptions, a height differential between ¼" and 1/2"' is acceptable if it is beveled at a 2:1 slope, or a height differential greater than ½" is acceptable if it is ramped with a slope of 8.33% or less.			
	• All utility poles, light posts, traffic posts, fire hydrants, and other manmade vertical appurtenances are located outside of the sidewalk path. If right of way prevents relocation of an appurtenance, the pathway width is at minimum 32" wide and the length of the restricted pathway is no more than 2'.			

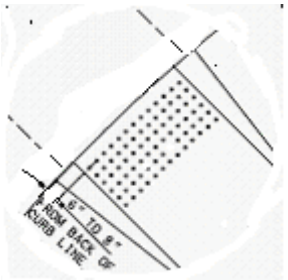
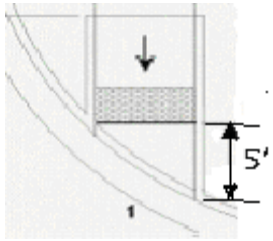
	• Utility covers, such as manholes and water meters, have a slip resistant top, as much as possible, and meet changes in level criteria.			
	• Lift holes for manhole/utility covers do not have an opening greater than ½". Plugging of holes greater than ½" with a material approved by the engineer is acceptable as long as it is flush with the cover surface.			
	• There are no horizontal obstructions within the sidewalk pathway. See adjacent figure for examples of what is considered acceptable, specifically: - Wall projections or signs or other objects attached to posts do not exceed 4" into the pedestrian path between 27" and 80" above the ground. Exception, signs or other objects attached to posts may project into the pedestrian pathway up to 12", but is not preferred and should be limited to 4" where possible.			
   Wrong Installation  	• If gratings are located in the sidewalk or other walkways paths, the spacing of the gratings is not greater than ½ in. (13 mm) wide in one direction. Gratings with elongated openings are installed so that the long dimension is perpendicular to the dominant direction of travel.			

ENTRANCES				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	All entrances within the project limits are ADA compliant.			
	• A level pedestrian access route (walkway) is provided across commercial and residential entrances, meeting the following criteria: - The walkway is at minimum 3' wide. - Cross slope of walkway is 2 percent or less. - Walkway is at the same grade as the adjacent roadway. - The walkway does not have to be marked, but provides a straight line between the adjoining sidewalks or ramps. - There is not an abrupt transition from the driveway to the roadway for vehicles, i.e., vehicles will not bottom out when driving over the transition.			

RAMPS				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	All ramps within the project limits are ADA compliant.			

	• General requirements for all ramps are: - Ramps are present where sidewalks exist. - The ramp width is the same width as the sidewalk. - The ramp is not less than 36” wide at the bottom. - Cross slope of ramp is 2.0% or less. - Running slope of ramp is 8.33% or less and oriented to path of travel. Exception, ramps being retrofitted into existing facilities where space limitations prohibit the use of a 8.33% slope or less may have slopes and rises as follows: o A slope between 1:10 and 1:12 is allowed for a maximum rise of 6 inches (150 mm). o A slope between 1:8 and 1:10 is allowed for a maximum rise of 3 inches (75 mm). o A slope steeper than 1:8 is not allowed. - Curb lip height is ½” or less. - Street and ramp slope break is 13% or less. (See adjacent figure.) - No drainage or silt problems within ramp or at gutter line at ramp exit. - No design or maintenance obstructions within the ramp pathway.			
 Perpendicular Ramps  X = 4’ Flared Sides in Pathway Flared Sides Not in Pathway	• Perpendicular ramps meet the following criteria: - Have at minimum a level 5’ x 5’ landing (not more than 2% cross slope in any direction) at the top of the ramp. Exception, a top landing is not required if the ramp serves only one sidewalk and the ramp is aligned with the direction of travel of that sidewalk, i.e., no turning movement required for a person in a wheelchair to align with the running slope of the ramp. A landing is preferred, but may not be able to be constructed because of the steep grade of a sidewalk, making it technically infeasible to construct. For example, an existing sidewalk at a 7% grade with a 6”curb height would require the beginning of a 5’ x 5’ landing to be installed at 35.7’ back from the curb with a ramp at 8.33% running slope. This may be technically infeasible because of limited right of way and/or beyond the scope of the project. - Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, are provided where a pedestrian circulation path crosses the curb ramp. If the flared sides are not in the pathway, then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)			

	• Parallel ramps have at minimum a level 5’ x 5’ landing at the bottom of the ramp.			
 	• Diagonal ramps meet the following criteria: - Have at minimum a level 5’ x 5’ landing at the top and at minimum a 48” clear space at the bottom of the ramp. - If a crosswalk is present, the clear space is contained within the crosswalk. - If the flared sides are within the pedestrian pathway, the slope of the flares are 10% or less.			

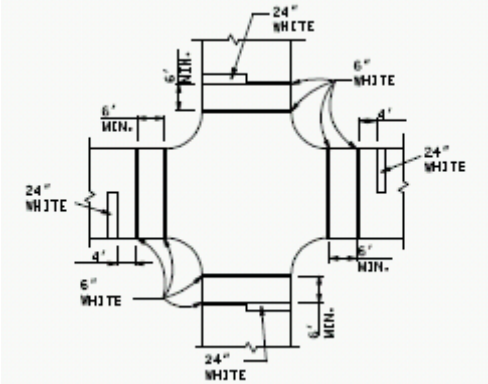
DETECTABLE WARNINGS (TRUNCATED DOMES)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	Detectable warnings (truncated domes) are properly installed and ADA compliant.			
	• Installed on all ramps at streets, signalized commercial entrances and railroad crossings.			
	• Not installed on ramps at residential, public or non-signalized commercial driveways.			
 	• The preferred location of the truncated dome surface area is 6”-8” from the face of the curb (gutter line). Exception, on large curb radii one edge of the detectable warnings may be placed at the face of the curb to minimize the distance that the other edge is from the face of the curb; however, neither corner of the detectable warning may be more than 5’ from the face of the curb line.			
	• The truncated dome surface area is at minimum a 2’ strip that extends the entire width of the ramp, excluding flared sides. Exception, the dome surface area may be stopped 2” from each side of the ramp to aid construction and to prevent the concrete from chipping at the edges.			

	• The truncated domes are aligned on a square grid in the direction of pedestrian travel or installed radial to the grade break.			
	• Detectable warnings are not stamped into concrete and are an ADA approved product.			
	• Detectable warnings contrast visually with the adjoining surface, either light-on-dark or dark-on-light (recommended bright red on concrete and bright yellow on asphalt).			

CUT THROUGHS IN ISLANDS OR MEDIANS				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	All cut throughs in islands or medians within the project limits are ADA compliant.			
	• The width of the cut through is at minimum 5' wide. Exception, narrower cut throughs of a minimum width of 3' are acceptable if there is a 5' x 5' passing area within the cut through.			
	• The cross slope is 2% or less. Exception, on steep grades this may not be possible, in which case, the cross slope shall not exceed the grade of the roadway.			
	• The cut through is oriented with the path of travel.			
	• Detectable warnings are installed on the surface of the cut through on each side, located 6"-8" back from the street. If the cut through ≤ 6' in length, then the detectable warnings cover the entire area.			

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	All accessible pedestrian signals (pushbuttons) within the project limits are ADA compliant.			
	• Pushbuttons are a minimum 2" 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 to face the intersection and parallel to the direction of the crosswalk it serves.			
	• The location of pushbuttons for new construction are within a longitudinal distance of 5' maximum from the crosswalk line, and 30" minimum to 10' maximum from the curb line (this measurement is taken from the center of the ramp). For audible pedestrian signal devices only, pushbuttons are a minimum 10' apart at crossings and a minimum 5' apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands.			
	• Pushbuttons are located no higher than 42" from the ground and within 24" reach from a level paved landing with minimum dimensions of 30" x 48", and positioned for either forward or parallel approach to the pushbutton. For existing locations, pushbuttons at a height up to 48" and a reach of 25" are acceptable as long as other ADA accessibility criterion is met, i.e., pushbuttons are ADA compliant, level landing provided,			

	within required distances from street and crosswalk.			
	• Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet guidelines set forth in the EPG.			

CROSSWALKS				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	***All crosswalks within the project limits are ADA compliant.***			
	• Minimum width of the crosswalk is 6'.			
	• Crosswalk pavement marking is 6" white.			
	• Stop bar is at minimum 4' from the crosswalk.			

[1] Any "NO" answer means that location is ADA non-compliant and needs to be corrected before acceptance of the work, except as follows. Although exceptions listed in the above requirements do not meet MoDOT current policy standards, that criterion does meet the minimum ADA standards and 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, "NO", and added to the transition plan for correction at a later date. (Guidance is provided in the EPG on what may be considered as technically infeasible.) All exception and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exception and technically infeasible locations will be thoroughly documented by the engineer, and that documentation will be retained as part of the final acceptance records.

Inspector Name: _____ **Inspector Signature:**	**Date:**
Resident Engineer or Area Engineer Name: _____ **Resident Engineer or Area Engineer Signature:**	**Date:**
Distribution: ❑ **Project Office** ❑ **District Permit Office**	