



OZARKS TRANSPORTATION ORGANIZATION  
A METROPOLITAN PLANNING ORGANIZATION

# BOARD OF DIRECTORS MEETING AGENDA

JANUARY 19, 2023  
12:00 - 1:30 PM

OTO CONFERENCE ROOM, SUITE 101  
2208 W. CHESTERFIELD BLVD., SPRINGFIELD



## OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

### Board of Directors Meeting Agenda

January 19, 2023

12:00 – 1:30 p.m.

The Board of Directors will convene at the OTO offices and via Zoom (details to be emailed separately).

**The online public viewing of the meeting will be available on Facebook:**

**<https://www.facebook.com/ozarkstransportationorganization>**

**and the full agenda will be made available on the OTO website: [ozarkstransportation.org](http://ozarkstransportation.org)**

Call to Order .....NOON

#### I. Administration

##### A. Roll Call

##### B. Approval of Board of Directors Meeting Agenda

(2 minutes/Childers)

#### BOARD OF DIRECTORS ACTION REQUESTED TO APPROVE THE AGENDA

##### C. Approval of November 17, 2022 Minutes..... Tab 1

(2 minutes/Childers)

#### BOARD OF DIRECTORS ACTION REQUESTED TO APPROVE THE MEETING MINUTES

##### D. Recognition of Service

(5 minutes/Fields)

OTO would like to recognize members for service.

##### E. Public Comment Period for All Agenda Items ..... Tab 9

(5 minutes/Childers)

Individuals attending the meeting in person and requesting to speak are asked to state their name and organization or address before making comments. Individuals and organizations have a combined 15 minutes which will be divided among those requesting to address the Board of Directors (not to exceed five minutes per individual). Individuals attending the meeting online and would like to comment must submit comments in writing by 5:00 p.m. on January 18th to [comment@ozarkstransportation.org](mailto:comment@ozarkstransportation.org) or at [www.giveusyourinput.com](http://www.giveusyourinput.com). These comments will be provided to the Board prior to the meeting. Any public comment received since the last meeting has been included in the agenda packet under Tab 9.

##### F. Executive Director's Report

(10 minutes/Fields)

A review of staff activities since the last Board of Directors meeting will be given.

**G. MoDOT Update**

(10 minutes/MoDOT)

A MoDOT Staff member will give an update of MoDOT activities.

**H. Legislative Reports**

(10 minutes/Childers)

Representatives from the OTO area congressional delegation will have an opportunity to give updates on current items of interest.

**II. New Business**

**A. FY 2022 Independent Financial Statement Audit ..... Tab 2**

(10 minutes/Cossey)

Staff will provide an overview of the FY 2022 Audit Report.

**BOARD OF DIRECTORS ACTION IS REQUESTED TO ACCEPT THE FY 2022 INDEPENDENT FINANCIAL STATEMENT AUDIT REPORT**

**B. Electric Vehicle Charging Proposal..... Tab 3**

(5 minutes/Fields)

Staff will present a proposal to include the funding of Electric Vehicle Charging Stations with carbon reduction funding.

**BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE RESERVING \$750,000 FROM THE CARBON REDUCTION PROGRAM FUNDING ALLOCATED TO OTO FOR THE PURPOSE OF PROVIDING ELECTRIC VEHICLE CHARGING STATIONS**

**C. Chadwick Flyer Phase III Bid Packet and Contract Authority ..... Tab 4**

(5 minutes/Fields)

Plans have been prepared and bidding for construction of the Chadwick Flyer Phase III is planned as soon as all documents are approved.

**BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE THE RESOLUTION TO AUTHORIZE OTO TO ADVERTISE AND ACCEPT THE LOWEST BID FOR CONSTRUCTION OF CHADWICK FLYER PHASE III**

**D. FY 2023-2026 TIP Amendment Three ..... Tab 5**

(10 minutes/Longpine)

Seven changes are proposed to the FY 2023-2026 Transportation Improvement Program.

**BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE FY 2023-2026 TIP AMENDMENT THREE**

**E. Federal Functional Classification Change Requests ..... Tab 6**

(2 minutes/Longpine)

Two Federal Functional Classification changes have been requested.

**BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE THE PROPOSED FEDERAL FUNCTIONAL CLASSIFICATION CHANGES**

- F. National Performance Targets..... Tab 7**  
(10 minutes/Longpine)  
The OTO must adopt performance targets relating to safety, pavement condition, system performance, transit asset management, and transit safety. The proposed targets are included for review.

**BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE THE PROPOSED PERFORMANCE TARGETS**

- G. MM Corridor RAISE Grant..... Tab 8**  
(5 minutes/Parks)  
The OTO, in cooperation with the City of Republic, is submitting a RAISE Grant for the MM Corridor. A Resolution and Certificate of Inclusion is included for review.

**BOARD OF DIRECTORS ACTION IS REQUESTED TO APPROVE THE MM CORRIDOR OF OPPORTUNITY RESOLUTION AND CERTIFICATE OF INCLUSION**

**III. Other Business**

- A. Board of Directors Member Announcements**  
(5 minutes/Board of Directors Members)  
Members are encouraged to announce transportation events being scheduled that may be of interest to OTO Board of Directors members.
- B. Transportation Issues for Board of Directors Member Review**  
(5 minutes/Board of Directors Members)  
Members are encouraged to raise transportation issues or concerns that they have for future agenda items or later in-depth discussion by the OTO Board of Directors.
- C. Articles for Board of Directors Member Information ..... Tab 10**  
(Articles attached)

**IV. Adjourn meeting. A motion is requested to adjourn the meeting. Targeted for 1:30 P.M.**

The next Board of Directors regular meeting is scheduled for Thursday, March 16, 2023 at 12:00 P.M. in person.

**Attachments**

Si usted necesita la ayuda de un traductor, por favor comuníquese con Nicole Stokes al (417) 865-3042, al menos 48 horas antes de la reunión.

Persons who require special accommodations under the Americans with Disabilities Act or persons who require interpreter services (free of charge) should contact Nicole Stokes at (417) 865-3042 at least 24 hours ahead of the meeting.

If you need relay services, please call the following numbers: 711 - Nationwide relay service; 1-800-735-2966 - Missouri TTY service; 1-800-735-0135 - Missouri voice carry-over service.

OTO fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information or to obtain a Title VI Complaint Form, see [www.ozarkstransportation.org](http://www.ozarkstransportation.org) or call (417) 865-3042.



**TAB 1**

**BOARD OF DIRECTORS AGENDA 01/19/2023; ITEM I.C.**

**November 17, 2022 Meeting Minutes**

**Ozarks Transportation Organization  
(Springfield, MO Area MPO)**

**CONSENT AGENDA DESCRIPTION:**

Attached for Board member review are the minutes from the Board of Directors November 17, 2022 meeting. Please review these minutes prior to the meeting and note any changes that need to be made. The Chair will ask during the meeting if any member has any amendments to the attached minutes.

**BOARD OF DIRECTORS ACTION REQUESTED:**

A member of the Board of Directors is requested to make one of the following motions:

“Move to approve the Board of Directors November 17, 2022 Meeting Minutes”

OR

“Move to approve the Board of Directors November 17, 2022 meeting minutes with the following corrections...”

**OZARKS TRANSPORTATION ORGANIZATION  
BOARD OF DIRECTORS MEETING MINUTES  
NOVEMBER 17, 2022**

The Board of Directors of the Ozarks Transportation Organization met at its scheduled time of 12:00 p.m. in person.

The following members were present:

Mr. Steve Bodenhamer, City of Willard (a)	Ms. Stacy Reese, MoDOT (a)
Mr. David Cameron, City of Republic (a)	Mr. John Russell, Greene County (Chair)
Mr. Steve Childers, City of Ozark (a)	Mr. Mike Schilling, City of Springfield
Mr. Travis Cossey, City of Nixa (a)	Ms. Martha Smartt, City of Strafford (a)
Mr. Skip Jansen, City Utilities Transit	Mr. Dan Smith, City of Springfield (a)
Mr. Rusty MacLachlan, Greene County	Mr. Richard Walker, Springfield Citizen-at-Large
Mr. Lynn Morris, Christian County	Mr. Daniel Weitkamp, FHWA

(a) Denotes alternate given voting privileges as a substitute for voting member not present

The following members were not present:

Mr. Mokhtee Ahmad, FTA	Mr. Andrew Lear, City of Springfield
Mr. Chuck Branch, Citizen-at-Large	Mr. James O'Neal, Citizen-at-Large
Mr. Jerry Compton, Citizen-at-Large	Mr. Mark Schenkelberg, FAA
Ms. Debra Hickey, City of Battlefield	Mr. Brian Weiler, Springfield-Branson Airport (a)

Others Present: Ms. Erin Engelmeyer, Senator Josh Hawley's Office; Mr. Jeremy Pruett, Representative Billy Long's Office; Ms. Mary Kromrey, Ozark Greenways; Mr. Frank Miller, MoDOT; Mr. Dave Faucett, Ms. Sara Fields, Ms. Natasha Longpine, Ms. Debbie Parks, and Ms. Nicole Stokes, Ozarks Transportation Organization.

Chairman Russell called the meeting to order at approximately 12:03 p.m.

**I. Administration**

**A. Welcome and Roll Call**

Member	Vote	Member	Vote
Mr. Steve Bodenhamer	Present	Mr. Rusty MacLachlan	Present
Mr. Chuck Branch	Absent	Mr. Lynn Morris	Present
Mr. David Cameron	Present	Mr. James O'Neal	Absent
Mr. Steve Childers	Present	Mr. John Russell	Present
Mr. Jerry Compton	Absent	Mr. Mike Schilling	Present
Mr. Travis Cossey	Present	Ms. Martha Smartt	Present
Ms. Debra Hickey	Absent	Mr. Dan Smith	Present
Mr. Skip Jansen	Present	Mr. Richard Walker	Present
Mr. Andrew Lear	Absent	Mr. Brian Weiler	Absent

A quorum was present.

**B. Approval of Board of Directors Meeting Agenda**

Mr. Childers moved to approve the November 17, 2022 agenda. Mr. Jansen seconded the motion. The motion passed unanimously.

**C. Public Comment Period for All Agenda Items**

Chairman Russell advised there were public comments included in the packet. Chairman Russell asked for comments or questions.

**D. Adoption of the Consent Agenda**

Mr. Cameron moved to adopt the Consent Agenda. Mr. Smith seconded the motion. The motion passed unanimously.

Consent Agenda items:

1. September 15, 2022 Meeting Minutes
2. Financial Statements for 1<sup>st</sup> Quarter 2022-2023 Budget Year
3. FY 2023-2026 TIP Amendment Two
4. Board of Directors 2023 Meeting Schedule

**E. Executive Director's Report**

Ms. Fields advised that staff have sent letters requesting new Board of Directors seat appointment letters, even if appointees have not changed, to update the OTO records for 2023. Also, each Board member in attendance was provided a Conflict of Interest Statement to sign which comes from Best Practices for Grant Management Guidelines.

A Chadwick Flyer Showcase was held on November 15<sup>th</sup>. The Showcase was in cooperation with Ozark Greenways, the City of Ozark, the City of Springfield, and CMT. There were at least 121 people in attendance. There have been 108 survey responses received so far. The survey is open until the end of the week. The survey is on the Ozark Greenways' website and on social media. The Showcase was held to highlight the entire trail from Ozark to Springfield and to get public input. Rail removal has started on the portion OTO has been working on with City Utilities. The project is still in final design stage with bidding to start beginning of 2023 and construction beginning in the spring. By the end of 2023, the 1.75 mile trail should be completed.

The OTO Project Manager continues to work on projects. Jurisdictions are encouraged to contact OTO with any federal aid projects for assistance in shepherding through the process, through the contract, or through the consultant hiring. A minimal fee may be charged in the future. The Project Manager's work has resulted in large savings in consulting fees.

Staff continue to look for grant opportunities and process applications. Jurisdictions should reach out to Debbie Parks with any questions.

Ms. Fields is working with City Utilities and their Route Optimization Study Committee. City Utilities is conducting a route study to look at their overall route design. A big part of the study is public input.

The City of Springfield received a grant for the Lake Springfield Master Plan which feeds right into the Chadwick Flyer Trail. Ms. Fields is part of a committee for this Master Plan.

OTO is working on getting a Route 66 Trail, from Springfield to Strafford, alignment contract underway. A contract should be signed within the next few weeks and a study started soon after. The study will be looking for the best placement for the trail along the old Route 66 corridor. This will help to connect Strafford to the Regional Trail system.

The Route FF Corridor Study in Battlefield is wrapping up. An initial draft of the report has been put out for public comment by the City of Battlefield and MoDOT. A public meeting will be held with the results of the study and public comments.

Ms. Fields introduced the new Federal Highway representative, Mr. Daniel Wietkamp.

#### **F. MoDOT Update**

Ms. Reese reported MoDOT has been working on a lot of Corridor Studies and held Core Team Meetings for projects in the OTO area. A Core Team meeting was just held, and progress is being made for the I-44 widening project. A Virtual Public Meeting was held recently for the East Sunshine Street Corridor project. MoDOT staff have been reviewing comments received from that public meeting.

MoDOT staff is currently working on project updates and updating estimates. Inflation has had a large impact on project estimates. Since July, for the MoDOT SW District, there has been an approximate 18% increase in the programmed amounts (33 projects). The OTO Urban area was roughly 10% on STIP projects. For end of Fiscal Year 2022, it was 34% for 64 projects. Inflation has impacted the funds from the gas tax increase and additional funding.

MoDOT should have funding targets in January. December 5<sup>th</sup> is the MoDOT Unfunded Needs Meeting at 10:00 at the Library Center on Campbell.

The first snow of the year did not impact the roads which helped in training. There continues to be a driver shortage. The SW District had to shift some of their staff to assist the Kansas City District.

Crash statistics continue to increase due to driver behavior with distracted driving and speeding. MoDOT asks partners to continue to spread the message to slow down, take your time, and put phones down.

#### **G. Legislative Reports**

Ms. Engelmeyer, with Senator Hawley's Office, shared the Senate was back in session. New members are going through orientation. The day of the Board meeting, Senator Hawley was in the Homeland Security Committee meeting. The Senate took up the Marriage Act and it will go forward to debate this week. Before the Senate recesses for the holidays, they will discuss the Farm Bill, the NDAA, and the budget.

Mr. Pruett with Congressman Long's Office stated the Congress was back this week. The Congressman's Springfield office will be closing on November 18<sup>th</sup>, but they will continue to check messages. The Congress will be discussing the budget which will come up on December 16<sup>th</sup>.

#### **H. Ozark Greenways Update**

Ms. Kromrey gave an update on the activities of Ozark Greenways.

## **II. New Business**

### **A. Chadwick Flyer US65 Crossing Funding and Support**

Ms. Fields stated the City of Ozark is submitting a grant application through the Missouri Department of Economic Development for local tourism asset development, a grant made possible through Missouri's ARPA funding. This project will be to construct the crossing of US65 for the Chadwick Flyer trail, connecting 7.5 miles between Springfield and Ozark. The OTO conducted a Chadwick Flyer overpass study to determine costs and the location to cross US 65. This study provided the information needed to submit the grant. Ms. Fields detailed the partner funding and support for the Crossing.

The Board of Directors was asked to commit \$1,500,000 Transportation Alternatives Program funding to this project, should it be selected through the DED application process. Furthermore, the Board was asked to adopt a resolution of support and commitment to program the project in the TIP upon award of funding.

In September, the OTO issued a request for expression of interest in which over \$17 million of projects were submitted. From the projects that were submitted, staff is working to identify projects that can obligate FY 2022 funds by the end of the fiscal year 2023. This project was submitted and awarded and can meet the deadline.

Mr. Cossey made a motion to approve the use of TAP funding on the Chadwick Flyer US 65 Crossing project, as well as the resolution and TIP Certification of Inclusion. Mr. Cameron seconded the motion. The motion passed unanimously.

### **B. Federal Discretionary Grant Support – City of Springfield**

Ms. Longpine shared that Federal discretionary funding requires a project to appear in a Transportation Improvement Program or have a commitment that a project will appear in the TIP if funding is awarded. The City of Springfield is applying for a SMART grant, a discretionary funding program available through the Bipartisan Infrastructure Law. Strengthening Mobility and Revolutionizing Transportation (SMART) funding is available for demonstration projects focused on advanced smart city or community technologies and systems to improve transportation efficiency and safety.

The City of Springfield is proposing a project titled 7Response – Synchronized Emergency Vehicle and Efficient Network Response, which includes the development of a centralized condition-based Emergency Vehicle Traffic Signal Priority system and mobile CCTV video sharing for the Springfield Fire Department incident responders. Springfield is requesting up to \$2 million for this project. Cost sharing or matching is not required. This is not yet part of the TIP process but will be amended into the TIP should funding be awarded.

Mr. Cameron made a motion to approve the resolution and TIP Certification of Inclusion as provided. Mr. Childers seconded the motion. The motion passed unanimously.

### **C. September 30, 2022 Federal Funds Balance Report**

Ms. Longpine shared that OTO is allocated Urban Surface Transportation Block Grant (STBG-Urban) funds, formally known as STP-Urban funds, each year through MoDOT from the Federal Highway

Administration. MoDOT has enacted a policy of allowing no more than three years of this STBG-Urban allocation to accrue. If a balance greater than 3 years accrues, funds will lapse (be forfeited).

OTO has elected to sub-allocate the STBG-Urban funds among the jurisdictions within the MPO area. Each of these jurisdiction's allocations are based upon the population within the MPO area. OTO's balance is monitored as a whole by MoDOT, while OTO staff monitors each jurisdiction's individual balance. The next deadline to meet the MoDOT funds lapse policy is September 30, 2023.

Staff has developed a report which documents the balance allowed, the balance obligated, and the balance that needs to be obligated by the end of the Federal Fiscal Year in order to not be rescinded by MoDOT. The report also outlines projects programmed to use STBG-Urban funding, so jurisdictions can have a clear picture of what is remaining. Ms. Longpine reviewed the report for the Committee.

Ms. Longpine further reviewed the impacts of obligation limitation on OTO's allocation.

This was informational only. No action was required.

#### **D. FY 2024-2028 STIP Priorities**

Ms. Fields reported that in early 2023 MoDOT is expected to develop funding estimates for use in the 2024-2028 Statewide Transportation Improvement Program. Once those estimates are developed, there is a very short window to add projects to the program. MoDOT has asked for a list of prioritized projects to begin estimating project costs. Projects will only be considered after the funding of the asset management plan ensuring that pavement and bridges are kept in good condition and current programmed projects have been adjusted for inflation.

Once adopted by the Board, the list will be forwarded to MoDOT for consideration. This list serves as OTO's request, not a final expected listing of projects.

##### **Future Steps**

- MoDOT refines project cost estimates and proposes projects for programming in the STIP (January)
- OTO TPC and Board review the proposed STIP and make recommendation for approval to MoDOT
- Missouri Highway & Transportation Commission adopts Statewide Transportation Improvement Program (July)
- OTO adopts the Transportation Improvement Program incorporating approved STIP projects (July)
- FHWA and FTA authorize projects for obligation as planned in the STIP/TIP

Mr. Smith made a motion to approve the presented list of priorities for consideration by MoDOT for inclusion in the 2024-2028 STIP. Ms. Smartt seconded the motion. The motion passed unanimously.

#### **E. Unfunded Needs List**

Ms. Fields shared that MoDOT has requested a list of unfunded needs that can be used in planning for different scenarios. The request proposed specific funding for three tiers of projects. Projects should not be removed from the list until programmed in the STIP. It should be noted that the cost estimates provided are educated estimates and, in some cases, once a final project is determined,

the estimate will be revised. Ms. Fields reviewed the Southwest Unfunded Needs List for the Board.

Mr. Cameron made a motion to approve the list of Unfunded Needs, as presented, for consideration by MoDOT. Mr. Morris seconded the motion. The motion passed unanimously.

**F. Unfunded Multimodal Needs List**

Ms. Fields stated that a multimodal unfunded needs list was developed and shared with MoDOT. The list has been incorporated into a statewide list identifying \$1 billion in unfunded multimodal needs. The Bicycle and Pedestrian Advisory Committee and the STIP Priorities Subcommittee participated in the creation of OTO's list.

MoDOT has not stipulated what modes needed to be included or how the funds should be allocated. OTO chose to include aviation, transit, railroad, regional trails, and local sidewalks/trails.

Staff solicited needs from aviation and transit partners and sought input from members regarding rail needs. Regional Trail needs were identified in consultation with the Bicycle and Pedestrian Advisory Committee. Local sidewalk and trail funds were allocated to member jurisdictions. Communities, in consultation with OTO staff, selected projects that fit within the established financial constraints.

Mr. Childers made a motion to approve the Multimodal Unfunded Needs List. Mr. Smith seconded the motion. The motion passed unanimously.

**G. Amendment to the OTO Technical Planning Committee Bylaw**

Ms. Fields shared that OTO staff is proposing a bylaw amendment to reduce the number of Technical Planning Committee voting members, facilitating a quorum at the bimonthly meetings. The proposal moves some voting members to non-voting members, reduces the number of MoDOT representatives, allows for two alternates per representative, and prohibits individuals from representing more than one voting seat.

Ms. Fields presented the proposed changes.

Mr. Bodenhamer made a motion to approve the proposed Technical Planning Committee Bylaw Amendment. Mr. Jansen seconded the motion. The motion passed unanimously.

**H. Appointment of 2023 OTO Officers**

Ms. Fields stated pursuant to OTO Bylaws, the OTO Board of Directors is required to appoint the Chairman, Vice-Chairman, Secretary, and Treasurer for the 2023 OTO Board of Directors and to appoint the remaining members of the Executive Committee. The 2023 Nominating Committee was made up of the following three Board of Directors members: Travis Cossey (City of Nixa), Martha Smartt (City of Strafford), and Dan Smith (City of Springfield).

The Chair and Vice-Chair is prescribed in the Bylaws as a rotation between Greene County, the City of Springfield, and Nixa/Ozark/Christian County. Nominations from the floor may also be made prior to electing each officer.

The Nominating Committee presented the following slate of officers.

- Chairman – Steve Childers, City of Ozark



- Vice-Chairman – Andrew Lear, City of Springfield
- Secretary – Andrew Nelson, City of Republic
- Treasurer – Travis Cossey, City of Nixa
- Past Chairman – John Russell, Greene County
- Member – Brian Weiler, Springfield-Branson National Airport
- Member – Jerry Compton, OTO BOD Citizen-at-Large

Mr. Childers made a motion to appoint the 2023 OTO Officers and Executive Committee as presented. Mr. Cameron seconded the motion. The motion passed unanimously.

### III. **Other Business**

#### **A. Board of Directors Member Announcements**

Mr. Russell shared that Ms. Fields would be sending an email out for anyone interested in serving as the OTO representative on the Ozark Greenways' Board.

#### **B. Transportation Issues for Board of Directors Member Review**

There were no transportation issues for the Board of Directors member review.

#### **C. Articles for Board of Directors Member Information**

Chairman Russell noted there were articles of interest included in the packet for the members to review as time allows.

### IV. **Adjourn meeting**

With no further business to come before the Board, Mr. Smith made a motion to adjourn the meeting. Mr. Childers seconded the motion. The motion passed unanimously.

The meeting adjourned at 1:00 p.m.

---

John Russell  
OTO Chairman

**TAB 2**

**BOARD OF DIRECTORS AGENDA 01/19/2023; ITEM II.A.**

**Independent Financial Statement Audit Report for FY 2022**

**Ozarks Transportation Organization  
(Springfield, MO Area MPO)**

**AGENDA DESCRIPTION:**

Cinda L. Rodgers, CPA, PC, conducted the audit of the Ozarks Transportation Organization's financial accounting and reporting practices for the fiscal year-ended June 30, 2022.

The Audit for FY 2022, which ran from July 1, 2021, to June 30, 2022, is included for Board of Directors review and acceptance. The auditor's opinion states that the financial statements are presented fairly in all material aspects. There are no findings included as part of this audit. This audit included Single Audit Procedures under the Uniform Guidance Act since the OTO receive more than \$750,000 in federal reimbursements during the fiscal year.

The ending fund balance for June 2022 was \$349,934. This was a decrease from the prior year balance of \$454,838 by \$104,449. This reduction was a result of delayed grant reimbursements.

**EXECUTIVE COMMITTEE ACTION TAKEN:**

At its regularly scheduled meeting on December 14, 2022, the Executive Committee recommended the Board of Directors accept the Fiscal Year 2022 Independent Financial Statement Audit report.

**BOARD OF DIRECTORS ACTION REQUESTED:**

That a member of the Board of Directors makes one of the following motions:

"Move to accept the Fiscal Year 2022 Independent Financial Statement Audit report."

OR

"Move to reject the Fiscal Year 2022 Independent Financial Statement Audit in consideration of the following...."

November 8, 2022

To the Board of Directors  
Ozarks Transportation Organization  
Springfield, Missouri

Dear Members of the Board:

We have audited the financial statements of Ozarks Transportation Organization as of and for the year ended June 30, 2022, and have issued our report thereon dated November 8, 2022. Professional standards require that we advise you of the following matters relating to our audit.

### **Our Responsibility under U.S. Generally Accepted Auditing Standards**

As stated in our engagement letter, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with the modified cash basis of accounting. Our audit of the financial statements does not relieve you or management of your responsibilities.

Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.

As part of the audit we will consider the internal control of Ozarks Transportation Organization. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

### **Significant Accounting Policies**

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application.

The significant accounting policies used by Ozarks Transportation Organization are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because

of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no significant sensitive estimates affecting the financial statements for the period ended June 30, 2022.

The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no significant sensitive disclosures in the financial statements for the period ended June 30, 2022.

### **Material Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no adjusting journal entries proposed to management.

### **Other Information in Documents Containing Audited Financial Statements**

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the Organization's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information.

### **Other Issues**

Our responsibility also includes communicating to you any information that we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

We have requested certain representations from management that are included in the management representation letter dated November 8, 2022.

For the purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the Organization's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

To our knowledge and as management has informed us, there were no consultations with other accountants regarding auditing and accounting matters.

We did not discuss any major issues with management regarding the application of accounting principles and auditing standards that resulted in a condition to our retention as the Organization's auditors.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

We encountered no serious difficulties in dealing with management relating to the performance of the audit.

This information in this letter is intended solely for the use of those charged with governance of Ozarks Transportation Organization and is not intended to be and should not be used by anyone other than these specified parties.

We sincerely appreciate the opportunity to provide services to the Ozarks Transportation Organization and hope you find the information included in this correspondence useful and informative. If you have any questions or wish to discuss any of the items further, please let us know.

*Cinda L. Rodgers, CPA, PC*

**OZARKS TRANSPORTATION  
ORGANIZATION**

**Financial Statements and  
Supplementary Data with  
Independent Auditor's Report**

**June 30, 2022**

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**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Ozarks Transportation Organization  
Springfield, Missouri

**Report on the Audit of the Financial Statements*****Opinions***

We have audited the accompanying financial statements of the governmental activities and the major fund of Ozarks Transportation Organization as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Ozarks Transportation Organization's financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of Ozarks Transportation Organization, as of June 30, 2022, and the respective changes in financial position for the year then ended in accordance with the modified cash basis of accounting.

***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Ozarks Transportation Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Emphasis of Matter — Basis of Accounting***

We draw attention to Note A of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions are not modified with respect to this matter.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Ozarks Transportation Organization's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Ozarks Transportation Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Ozarks Transportation Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Ozarks Transportation Organization financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

### ***Other Information***

Management is responsible for the other information included in the annual report. The other information comprises the budget comparison schedule but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 8, 2022, on our consideration of Ozarks Transportation Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Ozarks Transportation Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Ozarks Transportation Organization's internal control over financial reporting and compliance.

*Cinda L. Rodgers, CPA, PC*

Springfield, Missouri  
November 8, 2022

**OZARKS TRANSPORTATION ORGANIZATION**  
**STATEMENT OF NET POSITION AND GOVERNMENTAL FUND ASSETS, LIABILITIES**  
**AND FUND BALANCE - MODIFIED CASH BASIS**  
**JUNE 30, 2022**

	<u>General Fund</u>	<u>Adjustments (Note D )</u>	<u>Statement of Net Position</u>
<b>ASSETS</b>			
Cash	\$ 354,036	\$ -	\$ 354,036
Employee Health FSA Receivable	<u>502</u>	<u>-</u>	<u>502</u>
Total Assets	<u><u>354,538</u></u>	<u><u>-</u></u>	<u><u>354,538</u></u>
<b>LIABILITIES</b>			
Current Liabilities			
Credit card payable	<u>4,604</u>	<u>-</u>	<u>4,604</u>
Total Liabilities	<u>4,604</u>	<u>-</u>	<u>4,604</u>
<b>FUND BALANCE/NET ASSETS</b>			
Fund Balance:			
Unassigned	<u>349,934</u>	<u>(349,934)</u>	<u>-</u>
Total Liabilities and Fund Balance	<u><u>\$ 354,538</u></u>		
Net Position:			
Unrestricted		<u>349,934</u>	<u>349,934</u>
Total Net Position		<u><u>\$ 349,934</u></u>	<u><u>\$ 349,934</u></u>

See accompanying notes to financial statements.

**OZARKS TRANSPORTATION ORGANIZATION**  
**STATEMENT OF ACTIVITIES AND GOVERNMENTAL FUND REVENUES, EXPENDITURES, AND**  
**CHANGES IN FUND BALANCE - MODIFIED CASH BASIS**  
**FOR THE YEAR ENDED JUNE 30, 2022**

	<u>Governmental Fund</u>		
	<u>General</u>	<u>Adjustments</u>	<u>Statement</u>
	<u>Fund</u>	<u>(Note D)</u>	<u>of Activities</u>
<b>EXPENDITURES</b>			
Building expenses	\$ 86,144	\$ -	\$ 86,144
Commodities	6,818	-	6,818
In-kind match expense	37,471	-	37,471
Information technology	39,061	-	39,061
Insurance	14,554	-	14,554
Equipment lease	2,957	-	2,957
Dues and memberships	7,058	-	7,058
Education/training/travel	5,076	-	5,076
Food/meeting expense	4,049	-	4,049
Legal/bid notices	1,548	-	1,548
Printing/mapping services	382	-	382
Staff mileage	1,763	-	1,763
Telephone/internet	4,993	-	4,993
Personnel	679,463	-	679,463
Services	349,375	-	349,375
	<u>1,240,712</u>	<u>-</u>	<u>1,240,712</u>
<b>PROGRAM REVENUES</b>			
Operating grants	849,563	-	849,563
In-kind match income	37,471	-	37,471
	<u>887,034</u>	<u>-</u>	<u>887,034</u>
<b>NET PROGRAM EXPENSES</b>	353,678	-	353,678
<b>GENERAL REVENUES</b>			
Local jurisdiction match funds	246,659	-	246,659
Interest income	1,686	-	1,686
Miscellaneous	429	-	429
	<u>248,774</u>	<u>-</u>	<u>248,774</u>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	(104,904)	-	(104,904)
<b>OTHER FINANCING SOURCES (USES)</b>	<u>-</u>	<u>-</u>	<u>-</u>
<b>EXCESS OF REVENUES AND OTHER FINANCING</b>			
<b>SOURCES OVER EXPENDITURES AND OTHER</b>			
<b>FINANCING USES</b>	(104,904)	104,904	-
<b>INCREASE IN NET POSITION</b>	-	(104,904)	(104,904)
<b>FUND BALANCE/NET POSITION:</b>			
Beginning of Year	<u>454,838</u>	<u>-</u>	<u>454,838</u>
End of Year	<u>\$ 349,934</u>	<u>\$ -</u>	<u>\$ 349,934</u>

See accompanying notes to financial statements.

**OZARKS TRANSPORTATION ORGANIZATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022**

**NOTE A- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The Ozarks Transportation Organization is a federally designated Metropolitan Planning Organization (MPO) that serves as a forum for cooperative transportation decision-making by state and local governments, and regional transportation and planning agencies.

The Organization is governed by the Board of Directors (“Board”) that acts as the authoritative body of the entity. The Board includes local elected and appointed officials from Christian and Greene Counties, and the cities of Battlefield, Nixa, Ozark, Republic, Springfield, Strafford and Willard. It also includes technical staffs from the Missouri Department of Transportation, Federal Highway Administration, Federal Transit Administration, and the Federal Aviation Administration.

**The Reporting Entity**

The Organization, for financial purposes, includes all of the funds relevant to the operations of the Ozarks Transportation Organization. The financial statements presented herein do not include agencies which have been formed under applicable state laws or separate and distinct units of government apart from the Ozarks Transportation Organization.

The financial statements of the Organization should include those of separately administered organizations that are controlled by or dependent on the Organization. Control or dependence is determined on the basis of budget adoption, taxing authority, funding and appointment of the respective governing boards. However, there are currently no such entities.

**Basis of Presentation**

Government-Wide Statements

The Organization’s financial statements include both government-wide (reporting the Organization as a whole) and fund financial statements (reporting the Organization’s major fund). Both the government-wide and fund financial statements categorize primary activities as either governmental or business type. The Organization’s activity for transportation planning is classified as a governmental activity. The government-wide Statement of Activities reports both gross and net cost of the Organization’s function. The function is supported by general governmental revenues. The Statement of Activities reduces gross expenses by related program revenues, operating and capital grants. Program revenues must be directly associated with the function and include grants and in-kind match income. The net costs (by function) are normally covered by general revenue.

The Organization does not allocate indirect costs.

This government-wide focus is more on the sustainability of the Organization as an entity and the change in the Organization’s net position resulting from the current year’s activities.

**OZARKS TRANSPORTATION ORGANIZATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022**

**NOTE A- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Fund Financial Statements

The accounts of the Organization are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts which are comprised of each fund's assets, liabilities, fund equity, revenues and expenditures/expenses. Government resources are allocated to and for individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. Funds are organized into two major categories: governmental and proprietary. Presently, there is only one fund which is the General Fund. This is a governmental-type fund. The General Fund is the operating fund of the Organization and is always considered a major fund. It is used to account for all activities except those legally or administratively required to be accounted for in other funds. At this time, there are no such requirements for other funds.

**Measurement Focus and Basis of Accounting**

Measurement focus is a term used to describe "how" transactions are recorded within the various financial statements. Basis of accounting refers to "when" transactions are recorded regardless of the measurement focus applied.

Measurement Focus

In the government-wide Statement of Net Position and Statement of Activities, activities are presented using the economic resources measurement focus, within the limitations of the modified cash basis of accounting, as described below. The objectives of the economic resources measurement focus are the determination of operating income, changes in net position and financial position. All assets and liabilities (whether current or noncurrent, financial or nonfinancial) associated with their activities are reported.

In the fund financial statements (governmental only), the current financial resources measurement focus, as applied to the modified cash basis of accounting, is used as appropriate. With the current financial resources measurement focus, only current financial assets and liabilities are generally included on the balance sheet. The operating statement presents sources and uses of available spendable financial resources in a given period.

Basis of Accounting

The government-wide Statement of Net Position and Statement of Activities and the fund financial statements are presented using a modified cash basis of accounting. This basis of accounting recognizes assets, liabilities, net position/fund equity, revenues, and expenditures/expenses when they result from cash transactions. This basis is a comprehensive

**OZARKS TRANSPORTATION ORGANIZATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022**

**NOTE A- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Basis of Accounting (continued)

basis of accounting other than accounting principles generally accepted in the United States of America.

As a result of the use of the modified cash basis of accounting, certain assets and their related revenues (such as accounts receivable and revenue for billed or provided services not yet collected) and certain liabilities and their related expenses (such as accounts payable and expenses for goods or services received but not yet paid, and accrued expenses and liabilities) are *not recorded* in these financial statements. However, in-kind transactions and certain payables/receivables have been recorded.

If the Organization utilized the basis of accounting recognized as generally accepted, the fund financial statements for governmental funds would use the modified accrual basis of accounting. All government-wide financial statements would be presented on the accrual basis of accounting.

**Use of Restricted Funds**

When both restricted and unrestricted resources are available for use, it is the Organization's policy to use restricted resources first, then unrestricted resources as they are needed.

**Cash and Cash Equivalents**

For the purpose of financial reporting, "cash" or "cash and cash equivalents" includes all demand and savings accounts, certificates of deposit and short-term investments with an original maturity of three months or less.

**Fund Balance Classification**

Beginning with fiscal year 2011, the Organization implemented GASB Statement No. 54, "Fund Balance Reporting and Governmental Fund Type Definitions." This Statement provides more clearly defined fund balance categories to make the nature and extent of the constraints placed on a government's fund balances more transparent. The following classifications describe the relative strength of the spending constraints:

Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact.

Restricted: This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

**OZARKS TRANSPORTATION ORGANIZATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022**

**NOTE A- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Committed: This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Board of Directors. These amounts cannot be used for any other purpose unless the Board of Directors removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements.

Assigned: This classification includes amounts that are constrained by the Organization's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the Board of Directors or through the Board of Directors delegating this responsibility to the executive director through the budgetary process. This classification also includes the remaining positive fund balance for any governmental funds except for the General Fund.

Unassigned: This classification includes the residual fund balance for the General Fund. The Unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by the offsetting of Assigned fund balance amounts. The Organization's total fund balance was classified as Unassigned as of June 30, 2022.

The Organization would typically use Restricted fund balances first, followed by Committed resources, and then Assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend Unassigned resources first to defer the use of these other classified funds.

**Net Position Classifications**

In government-wide statements, equity is classified as net position displayed in three components:

Invested in Capital Assets, Net of Related Debt: consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.

Restricted Net Position: consists of assets with constraints placed on their use either by (1) external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or (2) law through constitutional provisions or enabling legislation.

Unrestricted Net Position: all other assets that do not meet the definitions above.



**OZARKS TRANSPORTATION ORGANIZATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022**

**NOTE A- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

**Use of Estimates**

The preparation of financial statements in accordance with the modified cash basis of accounting may require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**NOTE B – CASH**

The Organization’s deposits are comprised of the following as of June 30, 2022:

	<u>Book Balance</u>	<u>Bank Balance</u>
Checking, Money Market, ICS (interest bearing)	\$354,036	\$359,580

As of June 30, 2022, cash accounts were adequately insured or collateralized.

**NOTE C – RISK MANAGEMENT**

The Organization is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Organization maintains commercial insurance coverage for property damage, liability and accidents. Management believes coverage is sufficient to preclude any significant uninsured losses to the Organization.

**NOTE D – ADJUSTMENTS**

Entries in the “Adjustments” column of the Statement of Net Position and Statement of Activities are recorded because governmental funds report equity as “fund balance” while governmental activities report equity as “net position.”

**NOTE E – MANAGEMENT REVIEW**

Management has evaluated potential subsequent events through November 8, 2022, the date the financial statements were available to be issued.

**OZARKS TRANSPORTATION ORGANIZATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022**

**NOTE F – LEASE**

The Organization entered into a five-year lease for office space effective October 12, 2015. The lease was amended on October 30, 2020 extending the lease until March 29, 2026. The lease provides for monthly payments of \$4,290 plus additional amounts for estimated taxes, insurance and common area maintenance expenses. No lease assets or liabilities have been recorded due to utilizing the modified cash basis of accounting. Future minimum rental payments are as follows:

Year ended June 30,	
2023	\$51,480
2024	51,480
2025	51,480
2026	38,610

**NOTE G – DEFINED BENEFIT PENSION PLAN**

Plan description: The Ozarks Transportation Organization defined benefit pension plan provides certain retirement, disability and death benefits to plan members and beneficiaries. The Organization participates in the Missouri Local Government Employees Retirement System (LAGERS). LAGERS is an agent multiple-employer, statewide public employee pension plan established in 1967 and administered in accordance with RSMo. 70.600-70.755. As such, it is LAGERS responsibility to administer the law in accordance with the expressed intent of the General Assembly. The plan is qualified under the Internal Revenue Code Section 401(a) and is tax exempt. The responsibility for the operations and administration of LAGERS is vested in the LAGERS Board of Trustees consisting of seven persons. LAGERS issues a publicly available financial report that includes financial statements and required supplementary information. This report may be obtained by accessing the LAGERS website at [www.molagers.org](http://www.molagers.org).

Benefits provided: LAGERS provides retirement, death and disability benefits. Benefit provisions are adopted by the governing body of the employer, within the options available in the state statutes governing LAGERS. All benefits vest after five years of credited service. Employees who retire on or after age 60 with five or more years of service are entitled to an allowance for life based upon the benefit program information provided below. Employees may retire with an early retirement benefit with a minimum of five years of credited service and after attaining age 55 and receive a reduced allowance.

	<u>2022 Valuation</u>
Benefit Multiplier	2%
Final Average Salary	5 Years
Member Contributions	0%

Benefit terms provide for annual post retirement adjustments to each member's retirement allowance subsequent to the member's retirement date. The annual adjustment is based on the increase in the Consumer Price Index and is limited to 4% per year.

**OZARKS TRANSPORTATION ORGANIZATION**  
**NOTES TO FINANCIAL STATEMENTS**  
**JUNE 30, 2022**

**NOTE G – DEFINED BENEFIT PENSION PLAN (continued)**

Employees covered by benefit terms: At June 30, 2022, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	0
Inactive employees entitled to but not yet receiving benefits	0
Active employees	6

Contributions: The employer is required to contribute amounts at least equal to the actuarially determined rate, as established by LAGERS. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance an unfunded accrued liability. Full-time employees of the employer do not contribute to the pension plan. Employer contribution rates are 11.9% of annual covered payroll.

Net Pension Liability: The net pension liability has not been recorded in these financial statements due to utilizing the modified cash basis of accounting.

Pension Expense. For the year ended June 30, 2022, the Organization recognized pension expense of \$51,304.

**NOTE H – ECONOMIC DEPENDENCY**

Approximately 71% of total revenue was received from the Missouri Department of Transportation.

**NOTE I – DEFERRED COMPENSATION**

During the fiscal year ended June 30, 2020, the Organization implemented a 457 deferred compensation plan. Under the plan, the Organization will match up to \$10 per pay period of employees' contributions to the plan. The Organization's contributions totaled \$1,540 for the fiscal year ended June 30, 2022.

**OZARKS TRANSPORTATION ORGANIZATION**  
**BUDGETARY COMPARISON SCHEDULE - MODIFIED CASH BASIS**  
**GENERAL FUND**  
**FOR THE YEAR ENDED JUNE 30, 2022**

	Budgeted Amounts		General	Variance with
	Original	Final	Fund	Final Budget
				Pos (Neg)
BEGINNING BUDGETARY FUND BALANCE	\$ 454,838	\$ 454,838	\$ 454,838	\$ -
RESOURCES (INFLOWS)				
Operating grants	1,059,889	1,059,889	849,563	(210,326)
In-kind match income - direct cost	96,000	96,000	37,471	(58,529)
Local jurisdiction match funds	168,972	168,972	246,659	77,687
Interest income	-	-	1,686	1,686
Miscellaneous	-	-	429	429
Amounts Available for Appropriation	1,779,699	1,779,699	1,590,646	(189,053)
CHARGES TO APPROPRIATIONS (OUTFLOWS)				
Building expenses	86,060	86,060	86,144	(84)
Commodities	12,800	12,800	6,818	5,982
In-kind match expense	96,000	96,000	37,471	58,529
Information technology	37,600	37,600	39,061	(1,461)
Insurance	10,500	10,500	14,554	(4,054)
Equipment lease	5,700	5,700	2,957	2,743
Dues and memberships	9,000	9,000	7,058	1,942
Education/training/travel	23,000	23,000	5,076	17,924
Food/meeting expense	4,300	4,300	4,049	251
Legal/bid notices	1,500	1,500	1,548	(48)
Printing/mapping services	5,000	5,000	382	4,618
Public relations/input	1,500	1,500	-	1,500
Staff mileage	3,500	3,500	1,763	1,737
Telephone/internet	5,500	5,500	4,993	507
Personnel	734,801	734,801	679,463	55,338
Services	288,100	288,100	349,375	(61,275)
Total Charges to Appropriations	1,324,861	1,324,861	1,240,712	84,149
OTHER FINANCING SOURCES	-	-	-	-
ENDING BUDGETARY FUND BALANCE	\$ 454,838	\$ 454,838	\$ 349,934	\$ (104,904)

**OZARKS TRANSPORTATION ORGANIZATION  
NOTES TO OTHER INFORMATION  
BUDGETARY COMPARISON SCHEDULE  
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

**Budgetary Accounting**

The Organization follows these procedures in establishing the budgetary data presented:

- a) Formal budgetary integration is employed as a management controlled device during the year for the Governmental Fund. This budget is adopted on an other comprehensive basis of accounting (modified cash).
- b) The schedule of revenue, expenditures, and changes in fund balance - budget and actual for the major governmental fund presents comparisons of legally adopted budgets with actual data on a budgetary basis.
- c) Unused appropriations for annually budgeted funds lapse at year end.
- d) The budget amounts shown in the financial statements are the original authorized amounts and the revised amounts at the end of the year.

**OZARKS TRANSPORTATION ORGANIZATION  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2022**

<u>Federal Grantor/Pass-through Grantor/Program Title</u>	<u>Federal CFDA No.</u>	<u>Pass-through Entity Identifying Number</u>	<u>Federal Expenditures</u>
U. S. Department of Transportation			
Pass-through from Missouri Department of Transportation			
Highway Planning and Construction Cluster	20.505	830464397	<u>\$ 984,151</u>
Total			<u><u>\$ 984,151</u></u>

**OZARKS TRANSPORTATION ORGANIZATION**  
**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED JUNE 30, 2022**

**NOTE A – BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the “Schedule”) includes the federal award activity of Ozarks Transportation Organization under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Ozarks Transportation Organization, it is not intended to and does not present the financial position, changes in net position, or cash flows of Ozarks Transportation Organization

**NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the modified cash basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**NOTE C – INDIRECT COST RATE**

Ozarks Transportation Organization has not elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING  
STANDARDS*

To the Board of Directors  
Ozarks Transportation Organization  
Springfield, Missouri

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of Ozarks Transportation Organization, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise Ozarks Transportation Organization's financial statements, and have issued our report thereon dated November 8, 2022.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered Ozarks Transportation Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Ozarks Transportation Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of Ozarks Transportation Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Ozarks Transportation Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal



control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Cinda L. Rodgers, CPA, PC*

Springfield, Missouri

November 8, 2022

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH  
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE  
UNIFORM GUIDANCE

To the Board of Directors of  
Ozarks Transportation Organization  
Springfield, Missouri

**Report on Compliance for Each Major Federal Program**

We have audited Ozarks Transportation Organization's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Ozarks Transportation Organization's major federal programs for the year ended June 30, 2022. Ozarks Transportation Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of Ozarks Transportation Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Ozarks Transportation Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Ozarks Transportation Organization's compliance.

***Opinion on Each Major Federal Program***

In our opinion, Ozarks Transportation Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

**Report on Internal Control Over Compliance**

Management of Ozarks Transportation Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Ozarks Transportation Organization's

internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Ozarks Transportation Organization's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Cinda L. Rodgers, CPA, PC*

Springfield, Missouri  
November 8, 2022

**OZARKS TRANSPORTATION ORGANIZATION  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED JUNE 30, 2022**

**A. SUMMARY OF AUDIT RESULTS**

**FINANCIAL STATEMENTS**

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	<u>      </u> Yes	<u>  X  </u> No
Significant deficiencies identified?	<u>      </u> Yes	<u>  X  </u> None reported
Noncompliance material to financial statements noted?	<u>      </u> Yes	<u>  X  </u> No

**FEDERAL AWARDS**

Internal control over major federal programs:

Material weakness(es) identified?	<u>      </u> Yes	<u>  X  </u> No
Significant deficiencies identified?	<u>      </u> Yes	<u>  X  </u> None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	<u>      </u> Yes	<u>  X  </u> No
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Identification of major programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
20.505	U.S. Department of Transportation Highway Planning and Construction Cluster

Threshold for distinguishing between Type A and Type B programs: \$750,000

Auditee determined to be a low-risk auditee?	<u>      </u> Yes	<u>  X  </u> No
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**TAB 3**

**BOARD OF DIRECTORS AGENDA 01/19/2023; ITEM II.B.**

**Electric Vehicle Charging Proposal**

**Ozarks Transportation Organization  
(Springfield, MO Area MPO)**

**AGENDA DESCRIPTION:**

OTO has been allocated approximately \$12 million over five years to spend on transportation enhancements. Decisions have been made to fund trail planning services and to establish a sidewalk cost share program for state owned roadways.

Staff would like to propose funding also be set aside for electric vehicle charging stations. The funding would need to be allocated thorough a competitive process.

Any remaining funds after the set aside would be made available for trail and sidewalk in the locally owned roadway system. An open application is expected in the spring to commit remaining funding through 2025.

**Available Funding**

TAP	7,713,144.65
CRP	4,486,878.81
OGW Trail Planning	-260,201.00
MoDOT SW cost share	-3,000,000.00
<b>Remaining</b>	<b>8,939,822.46</b>

**EXECUTIVE COMMITTEE ACTION TAKEN:**

At its regularly scheduled meeting on December 14, 2022, the Executive Committee recommended the Board of Directors approve reserving \$750,000 from the Carbon Reduction Program funding allocated to OTO for the purpose of providing electric vehicle charging stations.

**BOARD OF DIRECTORS ACTION REQUESTED:**

That a member of the Board of Directors makes one of the following motions:

“Move to approve that \$750,000 be reserved from the Carbon Reduction Program funding allocated to OTO for the purpose of providing electric vehicle charging stations.”

OR

“Move to approve that \$\_\_\_\_\_ be reserved from the Carbon Reduction Program funding allocated to OTO for the purpose of providing electric vehicle charging stations.”

# ELECTRIC VEHICLE CHARGERS

## Selection and Considerations

The transition to battery electric vehicles in the U.S. is picking up speed after years of a steady uphill climb. Electric vehicle (EV) sales jumped 76 percent in the first quarter of 2022, representing 5.2 percent of overall new vehicle sales, according to Kelley Blue Book. For comparison, the EV market share was 2.5 percent just one year ago.

SGF is facing unique demands with respect to EV charging that drive the need for a thoughtful EV Master Plan. Additionally, the rapid growth of technology has led to many choices and just as many questions around how fast EV usage will grow, and the associated costs of new charging stations. These factors require a thoughtful approach to design, selection, and operation of EV charging stations. We are developing a master plan and conducting a site assessment to address those burning questions about electrical upgrades, station locations, local permitting laws, and possible sitework. Together, we will make SGF ready for new EV charging amenities.

### Charging Station Types

Different charger types are needed in different situations. By selecting the appropriate charging type, SGF will significantly reduce project costs. Additionally, a thoughtful procurement process will ensure SGF receives a reliable brand that meets your needs. Here is a summary of different charging station types and common usages below.

Charging Station Types	Level 1	Level 2	Direct Current Fast Charger (DCFC)
Charge Rate	3 - 7 miles of range per hour	10 - 60 miles of range per hour	175 - 500 miles of range per hour
Charging Use Cases	Overnight or emergencies	Overnight or while at work	Long distance travel or short shopping trips
Supply Voltage/ Amperage	120V/ 15 amps	240V/ 30-100 amps	480V/ 250amps
Charger Examples			
Station Cost	<b>\$</b> \$300 - \$700	<b>\$\$</b> \$2,500 - \$15,000	<b>\$\$\$</b> \$35,000 - \$150,000+

Install Cost	No installation costs	\$2,000 - \$20,000 per station (cost reduction with multiple stations) \$300 - \$2,000 for a charging adapter	\$25,000 - \$75,000 per station (cost reduction with multiple stations)
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*\*The charging ports above represent the most used technology. Some proprietary charging connectors are still used in the industry. When looking at purchasing an EV, be mindful of the compatibility between ports and connectors.*

## Installation Considerations

Every site is unique, so site design and EV station selection are important factors in your overall comprehensive site planning. Which factor will facilitate the best return on your initial investment? As EV adoption continues to increase, site design must account for immediate needs and long-term considerations to avoid costly retrofitting in the future. A well-designed EV site plan should consider and design around the following elements:

- A site master plan that identifies stations based on usage goals and growth projections
- Siting equipment in appropriate proximity to transformers and electrical panels
- Parking space dimensions
- Transformer sizing, placement considerations in conjunction with inverter selection (for DCFC)
- Traffic flow (pedestrian and traffic) and charging station stall location
- Marking/signage/accessibility requirements as defined by local codes
- Charger access and security considerations (including safety for installers and users, lighting, monitoring, and site layout)
- Multiyear planning, which identifies number of units for installation versus number of sites that should be constructed as “make ready”

## Operations and Maintenance

After selection, design, installation, and commissioning of the charging station, it is the responsibility of SGF (or a contracted third party) to operate and maintain the equipment. This makes it critical to carefully evaluate all operational aspects of the charging stations BEFORE they are selected and installed. By proactively managing and controlling these costs, SGF will ultimately impact the lifecycle cost of the equipment. Some manufacturers bundle a predetermined number of years of the operational cost in with the initial purchase. It is important to clearly understand these aspects prior to equipment selection. Listed below are the operational elements to consider:

COST ELEMENT	DESCRIPTION	TYPICAL COST
--------------	-------------	--------------



<b>Energy Cost</b>	This is the energy usage fee that will be paid to the utility. Energy cost should be evaluated on time of use rates as well as demand charge rate structures	Highly variable based on station type and size. Recommended to perform site specific study.
<b>Network Connectivity</b>	Connection of charger to cellular (or other) network	\$250 - \$300/year depending on initial purchase terms
<b>Payment Processing Fees</b>	Stations may use either "app-based" payment methods covered under software license costs OR stations can be configured to accept credit card payments	Credit card fees: 1% - 3% of total transaction value
<b>Extended Warranty</b>	This option may be selected to offset maintenance costs	\$300 - \$700/year depending on terms
<b>Maintenance Costs</b>	Costs associated with general wear and tear or accidental damage	\$400 - \$800/year
<b>Software License Costs</b>	Charging Station management software allows owner to set user pricing structure, control station access, and assess uptime/use/availability of the charger	\$0 - \$345/year depending on software type and initial purchase terms
<b>Equipment Leasing</b>	Rather than purchasing and owning equipment, a site owner can lease equipment	Leases can be set on an annual basis but there are cost benefits of agreeing to multi-year plans. Leases can range from \$2,300 - \$3,000 per year for Level 2 systems

**TAB 4**

**BOARD OF DIRECTORS AGENDA 01/19/2023; ITEM II.C.**

**Chadwick Flyer Phase III Bid Packet & Contract Authority**

**Ozarks Transportation Organization  
(Springfield, MO Area MPO)**

**AGENDA DESCRIPTION:**

**Project Background** - This project, known as the Chadwick Flyer Phase III, will construct another small portion of the overall planned Chadwick Flyer Rail Trail. The objective of this project is to construct a ten-foot-wide multi-use trail across property owned by the City Utilities of Springfield, MO (CU). The trail will be located on an abandoned BNSF railroad bed owned by CU near Lake Springfield and the James River Power Station. The demolition of the existing railroad materials where necessary was completed December 12, 2022, via a separate contract.

The OTO hired an engineering consultant firm, Crawford, Murphy, and Tilly, Inc., to assist the OTO in the construction design and project management. CMT is finalizing the trail design and has developed plans and bid documents. The Plans, Specifications and Estimate for the project will be submitted to MoDOT for review. After receiving the Notice to Proceed with bids from MoDOT, the construction bid packet will be advertised. The OTO intends to hire a contractor to construct the project.

**Project Funding** - Funding for this construction project is through CRSSA and STBG Omnibus funds that were awarded to the OTO for Chadwick Flyer Phase III and programmed in the FY 2023-2026 Transportation Improvement Program in the amount of \$1.2 million. The expenditures were budgeted in the FY 2023 budget approved by the BOD at the May 2022 meeting. OTO has utilized \$117,355.17 of the awarded \$1.2 million for engineering services. The OTO intends to enter into a contract for construction services subject to the approved budget amount and other project revenues received.

**Purchasing Policy** - Per the OTO's purchasing policy, major purchases over \$250,000 shall be advertised and sealed bids will be publicly opened at an advertised time and place. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.

**BOARD OF DIRECTORS ACTION REQUESTED:**

That a member of the Board of Directors makes one of the following motions:

"Move to approve the included resolution to authorize the OTO to advertise and accept bids for the Chadwick Flyer Phase III Construction and authorizes the Executive Director to accept the lowest responsible and responsive bid within budget and execute the contract for such bid."

OR

"Move to approve the Chadwick Flyer Phase III Bid Packet and execution of contract, with these changes..."

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
Ozarks Transportation Organization  
a Missouri Nonprofit Corporation**

*January 19, 2023*

The members of the Board of Directors (the “**Board**”) of Ozarks Transportation Organization Inc., a Missouri nonprofit corporation (the “**Organization**”), acting pursuant to Mo. Ann. Stat. § 355.246 (West) (the “**Act**”), do hereby consent to the adoption of the following resolution and to the taking of the following actions so that the same shall be in full force and effect as if adopted and taken at a duly held meeting of the Board.

WHEREAS, the Board wishes to advertise and receive bids for Chadwick Flyer Phase III construction and wishes to approve the construction bid documents;

WHEREAS, the Board has appointed certain authorized representatives (the “Authorized Representatives”) to act on its behalf during the planning, bidding, award and construction phases of the trail project;

WHEREAS, the Board has contracted with a qualified engineering firm, Crawford, Murphy, and Tilly, Inc. (“Engineer”), to prepare plans, specifications and estimates of costs, and such data as the Board deem necessary;

WHEREAS, Section 5.03 of the Bylaws of the Organization allows the Board to authorize officers or a management employee of the Organization to enter into any contract.

NOW, THEREFORE, BE IT RESOLVED, the Board does hereby approve the Grants Administrator to advertise and receive bids on behalf of said Board as per specification submitted by “Engineer” for the Chadwick Flyer Phase III construction project, and directs Sara Fields, Executive Director, to accept the lowest responsible bid and to enter into a contract with said bidder within budget.

RESOLVED FURTHER, that each of the officers of the Organization is hereby authorized and directed to execute and deliver any and all documents and to take such other action as he or she deems necessary, advisable, or appropriate to carry out the purposes and intent, but within the limitations, of the foregoing resolutions, the execution, delivery or taking of such actions to be conclusive evidence that the same have been authorized by these resolutions.

*[End of Resolution; Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the undersigned, Board of the Organization have duly executed this Written Consent as of the date set forth above.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Secretary

**CHADWICK FLYER TRAIL IMPROVEMENTS  
STBG-5901(822)**

**OZARKS TRANSPORTATION ORGANIZATION  
2208 W. Chesterfield Boulevard. Suite #101  
Springfield, Missouri 65807**



**INVITATION FOR BID #001-2023**

**BID OF**

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

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

\_\_\_\_\_

**FOR  
CHADWICK FLYER TRAIL – PHASE 3**

**Greene & Christian County  
Springfield, Missouri**

**INVITATION FOR BID**

Sealed bids for the Ozarks Transportation Organization (hereinafter "Owner") Chadwick Flyer Trail – Phase 3, STBG-5901(822) (hereinafter "Project") will be received by Ozarks Transportation Organization, 2208 W. Chesterfield Boulevard, Suite #101, Springfield, Missouri 65807, until 2:00 p.m. local time, on **Friday, March 3, 2023**, at which time the bids will be publicly opened and read aloud.

A **Mandatory** Pre-Bid meeting is scheduled for **Tuesday, February 21, 2023 at 2:00 pm at 2208 W. Chesterfield Boulevard, Suite #101, Springfield, Missouri 65807.**

The Base Scope of Work includes construction of a 10 foot wide ADA compliant concrete trail and ramps, clearing and grubbing, earthwork, traffic control, erosion control and other incidental items. The alternative scope of work includes 10 foot ADA compliant concrete trail, gravel and paved parking, and pedestrian signal (RRFB). The Ozarks Transportation Organization anticipates issuing notice to proceed in the late spring/early summer of 2023.

Bid packages will be available on the bidding software DemandStar. Hard copies will not be available for purchase. Bidders may make printed copies of the bid documents (plans and bid packet) at their own expense. When downloading the documents from DemandStar, you will be required to provide your company name, a contact person and phone number, a complete company address and an e-mail address to be added to the Plan Holders List and for receiving official bidding communications and addenda. If you are not on the Plan Holders List, you will not receive any addenda issued. Any questions regarding this project must be submitted to: Ryan Stehn at rstehn@cmtengr.com, by 4:00 pm local time on **Friday, February 24, 2023**. No written questions after this date or any verbal questions will be recognized.

A bid security in the amount of **five percent (5%)** of the bid amount must accompany each bid, in accordance with the Instructions to Bidders.

For a contractor to be awarded this project the contractor must 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. All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the current Missouri Standard Specifications for Highway Construction. No Second Tier Subcontracting will be allowed.

The wage rates applicable to this project have been predetermined as required by law and are set forth in this specification. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962", (P.L. 87-581: 76 Stat. 357) and implementing regulations. When state and federal wage rates are both required the higher of the two for each job classification shall be used.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. The successful bidder must submit a sworn affidavit and documentation affirming the business entity's enrollment and participation in the federal work authorization program and that all of its employees working for the contracted services are not illegal immigrants.

Upon signing the contract, the successful contractor and any subcontractor performing the work shall provide a ten- hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees within sixty (60) days of beginning work on the construction project.

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

The DBE Contract Goal for this project is **7%**, and DBE firms must be certified by MoDOT to attain credit towards this contract goal. There is no On the Job Trainee goal.

**THE OWNER INTENDS TO AWARD THE CONTRACT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND TO WAIVE ANY IRREGULARITIES IN THE BEST INTEREST OF THE OWNER WITH MODOT'S CONSENT.**

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

- ☐ 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT’s website.
- ☐ 2. The complete set of bidding documents shall include all information from: “Invitation for Bid” through the DBE Submittal Form (DBE-1, DBE-2 and DBE-3). A separate, complete set of bid forms to be signed and submitted has been included with the bid packet for convenience. The Technical Specifications/Job Special Provisions are for the bidder’s information only and is not to be returned with the bid.
- ☐ 3. All copies of the bid, the Bid Security and all documents that are required to be submitted with the bid shall be enclosed in a sealed envelope identified "SEALED BID ENCLOSED" on the face thereof. The envelope shall be addressed and delivered to the Owner and shall be identified with the project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof and addressed to the Ozarks Transportation Organization.
- ☐ 4. Please read all items in the bidding document carefully. 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. Submit a bid bond executed by bidder and surety or a certified cashier’s check. A sample bid bond has been provided to show acceptable format. Any standard bid bond is acceptable that meets the requirements of the sample provided.
- ☐ 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening. The BDE Identification Submittal Form (Page 2 of this document) must be submitted for each DBE to be utilized on the project.
- ☐ 8. Submit the Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU).
- ☐ 9. Submit the Subcontractor Certification Regarding Affirmative Action.
- ☐ 10. Submit the **completed** Subcontractor Approval Form. A revised form can be submitted with the DBE information within the 3-business day period.
- ☐ 11. Include **cover sheet only** of addenda (if any) with the bid. The bidder should retain a duplicate copy.

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

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Using pencil to fill out the bid
- d) Using white out to make corrections to the itemized bid sheets
- e) Not initialing changes made
- f) Failure to submit a bid bond
- g) Not attending **mandatory** pre-bid meeting on **February 21, 2023** at 2:00 PM at the Ozarks Transportation Organization
- h) Failure to submit Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU).

All questions concerning the bid document preparation and project specific questions can be directed to Crawford, Murphy & Tilly by email only at [rstehn@cmtengr.com](mailto:rstehn@cmtengr.com).

**Special Needs:** If you have special needs addressed by the Americans with Disabilities Act, please notify the Ozarks Transportation Organization, at (417) 865-3042 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.



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## NOTICE TO CONTRACTORS

Sealed bids, addressed to the Ozarks Transportation Organization for the proposed work will be received by the Ozarks Transportation Organization until 2:00 p.m. (prevailing local time) on **Friday, March 3, 2023** and at that time will be publicly opened. Bids should be delivered to: 2208 W. Chesterfield Boulevard, Suite #101, Springfield, Missouri 65807. A Pre-Bid Meeting is scheduled for **February 21, 2023 at 2:00 pm** at 2208 W. Chesterfield Boulevard, Suite #101, Springfield, Missouri 65807.

The Successful bidder will be the lowest, responsible and responsive Bidder to whom the Ozarks Transportation Organization (on the basis of Engineer's evaluation) makes an award.

**Responsive Bidder:** Any person, firm or corporation submitting a Bid for the work contemplated whose Bid Form is complete and regular, free of exclusions or special conditions and has no alternative Bids for any item unless requested in the Technical Specifications.

**Responsible Bidder:** Any person, firm or corporation submitting a Bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit unless requested in the Technical Specifications.

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

Construction of a 10 foot wide ADA compliant concrete trail and ramps, earthwork, traffic control, erosion control and other incidental items is included in the base bid. Construction of 10 foot ADA compliant concrete trail, gravel and paved parking, and pedestrian signal (RRFB) is included in the alternative bid.

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

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

- General Provisions & Supplemental Specifications
- Supplemental Revisions to Missouri Std. Plans for Highway Construction

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, "Ozarks Transportation Organization", and the term "Engineer" is a reference to the Engineer of Record from Crawford, Murphy & Tilly, 1631 West Elfindale St., Springfield, MO 65807.

**In the event of any conflict or inconsistency between the Contract Documents and the current edition of the Missouri Standard Specifications for Highway Construction or the current edition of the Missouri Standard Plans for Highway Construction, the Contract Documents provided herein shall prevail.**

The contracting authority for the contract is the Ozarks Transportation Organization.

**(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 Article II of the Owner-

Calendar Days: 120

Completion Date: 120 days from Notice to Proceed

- (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 Article III of the Owner-Contractor Agreement shall be as follows:

Liquidated damages per day \$ 700.00

- (5) **BID GUARANTY:** Each bid shall be accompanied by a certified cashier's check or a satisfactory bid bond executed by the bidder and an acceptable Surety company, naming the Owner as Obligee, in the amount of not less than **five percent (5%)** of the Base bid plus any Alternates ("Bid Security"). If the bidder fails to enter into a Contract with the Owner on the terms stated in his bid, or fails to furnish Performance and Payment Bonds as required by the Contract Documents, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

The Owner will have the right to retain the Bid Security of bidders to whom an award is being considered until either, (a) the Owner-Contractor Agreement has been executed and the Performance and Payment Bonds have been furnished, (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

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

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

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

- (9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 27" that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that

they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

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

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

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

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

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

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

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

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

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

- (13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. Include all addenda issued to the bid (cover sheets only) with your complete bid.

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

Attest:

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

Affix Corporate Seal (If Bidder is a Corporation)

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

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

hours provided under this contract will be **0 slots at 1000 hours per slot or 0 hours.**

- (16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract. Instead, fully complete the enclosed Subcontractor Approval Form and include with your sealed bid.
- (17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.
- (18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.
- (19) **PREFERENCES:** On all federally funded construction projects, materials produced within the state or local area shall not be favored over comparable materials produced outside of the state or local area. Also, in-state material sources cannot be given preference over foreign materials or actions taken against materials of foreign origin unless permitted by federal law. State or local preference provisions are not allowed on federally funded project contracts.
- (20) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction states 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 current edition 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.
- (21) **SALES AND USE TAX EXEMPTION:** **OZARKS TRANSPORTATION ORGANIZATION**, a tax-exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax-exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**ITEMIZED BID:** The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

The undersigned acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_, Date Received \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_, Date Received \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_, Date Received \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_, Date Received \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_, Date Received \_\_\_\_\_

THE UNDERSIGNED HEREBY AGREES to furnish the required bond and to enter into contract agreement within ten (10) days after acceptance of this Proposal; and,

FURTHER AGREES TO COMPLETE all work covered by this Proposal in accordance with the stipulated conditions and requirements with a maximum of one-hundred and twenty (120) calendar days for the amount of the total construction cost shown and accepted.

ENCLOSED is bidder’s bond or certified check in the amount of five percent (5%) of the total cost of the construction shown in the Proposal.

Amount of Bond: \$ \_\_\_\_\_ (\_\_\_\_\_)  
THE UNDERSIGNED AGREES that this amount is to be forfeited and to become the property of the Owner as liquidated damages should this Proposal be accepted and the contract awarded to him, but he fail to enter into contract agreement in the form prescribed and to furnish the required bond within ten (10) days.

THE BIDDER HEREBY CERTIFIES THAT NO CHANGES HAVE BEEN MADE to the specifications or other documents contained herein.

THIS PROPOSAL SIGNED AT \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2023. (Please sign as applicable).

Individual doing business as: \_\_\_\_\_ Firm Name  
/s/ \_\_\_\_\_ Individual

A Partnership: \_\_\_\_\_ Firm Name  
/s/ \_\_\_\_\_ Partner  
/s/ \_\_\_\_\_ Partner

A corporation in the  
State of \_\_\_\_\_  
Firm Name

/s/ \_\_\_\_\_ /s/ \_\_\_\_\_  
Secretary of Corporation  
President  
CORPORATE SEAL: Bidder’s Business Address:

\_\_\_\_\_  
Corporation President’s Business Address,  
if different from above:  
\_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public, personally  
appeared signatories \_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_ to

be known to be the persons described in and who executed the foregoing instrument, and acknowledges that  
he/they did execute the same as his/their free act and deed. In testimony whereof, I have hereunto set my hand  
and affixed my official seal as witness at  
\_\_\_\_\_ on the day and year last written.

\_\_\_\_\_  
Notary Public in and for  
said County and State  
My commission expires:  
\_\_\_\_\_



## PROPOSAL TO THE OZARKS TRANSPORTATION ORGANIZATION CHADWICK FLYER TRAIL – PHASE 3

THE UNDERSIGNED BIDDER, having examined the plans, specifications, and other proposed contract documents hereto attached, and all addenda thereto; the location of the proposed work; the nature of the excavations to be done; the location, arrangement, construction and condition of existing structures affecting the work; and being cognizant of the conditions of streets giving access to the sites of the work; the existing and local conditions relative to construction hazards, labor, transportation, hauling, trucking and all other factors and conditions affecting, or which may be affected by, the work;

HEREBY PROPOSES to furnish all required tools, equipment, plant and materials; to perform all necessary labor and to construct, install and complete all work stipulated in, required by, and in accordance with the proposed contract documents hereto attached and the plans referred to herein for the unit, lump sum and extended prices listed below.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities shown in this proposal are approximate and offers to do the work at the prices stated in the following schedule; the total bid shall be a summation of the price extensions shown and in no event shall the total compensation paid for the work specified herein exceed said total bid unless the Contractor shall obtain a change order duly approved by the Owner prior to the performance of additional or altered work, as set forth in these specifications:

### **ITEMIZED BID FORM – BASE BID**

ITEM NUMBER	PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	2022010	Removal of Improvements	LS	1		
2	2035000	Unclassified Excavation	CY	915		
3	2035500	Embankment in Place	CY	2690		
4	2169905	Misc. (Cast-in-Place Concrete Bridge Deck, 6 In.)	SY	101		
5	2181000	Mobilization	LS	1		
6	3040504	Type 5 Aggregate for Base (4 In. Thick)	SY	10249		
7	3101003	Gravel (A)	SY	103		
8	5021108	Concrete Pavement (8 In. Non-Reinf.)	SY	90		
9	6069902	Bollard (Removalable)	EA	2		
10	6079903	Misc. (Pedestrian Fencing)	LF	380		
11	6079903	Misc. (4-Strand Barbed Wire Fence)	LF	1660		
12	6081012	Truncated Domes	SF	40		
13	6086004	Concrete Sidewalk, 4 In.	SY	10118		
14	6086008	Concrete Sidewalk, 8 In.	SY	41		
15	6089905	Misc. (Pigmenting & Texturing Concrete)	SY	101		

**ITEMIZED BID FORM CONTINUED**

ITEM NUMBER	PAY ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
16	6169902	Misc. (ADA Compliant Moveable Barricade)	EA	3		
17	6169904	Misc. (Detectable Warning)	SF	40		
18	6200042	Preformed Thermoplastic Pavement Marking, 12 In. White, Yield Line Triangles	EA	16		
19	6209902	Misc. (30" Mid Block Crossing)	EA	5		
20	6274000	Contractor Furnished Surveying and Staking	LS	1		
21	7110400	Sacrificial Graffiti Protection System	LS	1		
22	7125100	Surface Preparation for Recoating Structural Steel	LS	1		
23	7125110	Field Application of Inorganic Zinc Primer	LS	1		
24	7125111	Intermediate Field Coat (System G)	LS	1		
25	7125112	Finish Field Coat (System G)	LS	1		
26	8051000A	Seeding - Cooling Season Grasses	ACRE	1.8		
27	8061003	Sediment Trap Excavation	CY	6		
28	8061004	Sediment Trap	CY	8		
29	8061016	Sediment Removal	CY	117		
30	8061006	Alternate Ditch Checks	LF	385		
31	8061019	Silt Fence	LF	7318		
32	9029902	Solar Powered Rectangular Rapid Flashing Beacon (RRFB)	EA	2		
33	9031241	Breakaway Assembly (Perforated Square Steel Tube)	EA	2		
34	9031270A	2 In. PSST Post - 12 GA.	LF	20		
35	9031271A	Driven Post Anchor For 2 In. PSST - 12 GA.	EA	2		
36	9035004A	SH-Flat Sheet	SF	9		
<b>TOTAL CONSTRUCTION COST</b>						

**AFFIDAVIT**  
**COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally came and appeared \_\_\_\_\_ of \_\_\_\_\_  
*(Name & Title)* *(Company Name)*

(a Corporation) (a Partnership) (a Proprietorship), and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. \_\_\_\_\_ or Annual Wage Order No. \_\_\_\_\_ issued by the Division of Labor Standards on project \_\_\_\_\_, \_\_\_\_\_ *(Job No.)*  
*(Route or location, if building construction)*

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
*(Signature)*

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

My commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public

BID BOND

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

as principal and \_\_\_\_\_  
as surety, are held and firmly bound unto the Ozarks Transportation Organization (OTO) of \_\_\_\_\_ in the penal sum  
of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) to be paid to the Ozarks Transportation Organization of \_\_\_\_\_, 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 OTO on route(s) \_\_\_\_\_

in \_\_\_\_\_ County(ies),  
project (s) \_\_\_\_\_

for construction or improvement of \_\_\_\_\_ as set out in said bid;

NOW THEREFORE, if the City shall accept the bid of the principal and if the principal shall properly  
execute and deliver to the City 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 City, then  
this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the commission, fail to comply with any requirement  
as set forth in the preceding paragraph, then the state of Missouri, acting by and through the City, 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 City, in accordance with Sec 102.9 of the current edition 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.

**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 ensure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

\_\_\_\_\_

Company

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

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

\_\_\_\_\_ Title

**Fig. 136.9.2 Subcontractor Certification Regarding Affirmative Action** Revised 01-01-09

**SUBCONTRACTOR APPROVAL FORM**

This fully completed report must accompany and be part of the sealed Bid Proposal.

1. Name of Bidder: \_\_\_\_\_
2. Address Bidder: \_\_\_\_\_
- \_\_\_\_\_
- CityStateZipPhone

3. The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>\$ Value of Subcontractor</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
A. Total of Above		_____
B. Total Bid Amount		_____
Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100)		_____

\_\_\_\_\_

Name-Authorized Officer of Bidder

\_\_\_\_\_

---

Date \_\_\_\_\_

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

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

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.

[illegible]

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 Cochran, 737 Rudder Road, Fenton, MO 63026 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) 842-5957 and the email address for submittal is mspalding@cochraneng.com. The original copy must be mailed by overnight mail to Cochran 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.

Fig 136.9.9

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### DBE Submittal Forms

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

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

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

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

Fig 136.9.9

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

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

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

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

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

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

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

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

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

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

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

The MRCC DBE Directory can be found at the following link:

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

**9.0 DBE Program-Related Certifications Made By Bidders and Contractors.** If the

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

- (a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules. The bidder further certifies that the contractors management personnel on the project understand and are familiar with the requirements of these federal and state DBE Program regulations; and if the bidder was not familiar with or did not understand the requirements of these regulations, they have contacted the External Civil Rights Division of MoDOT and have been informed as to their duties and obligations under the DBE Program regulations by MoDOT staff and/or by USDOT DBE Program staff.
- (b) The bidder certifies that the bidder has complied with the federal and state DBE Program requirements in submitting the bid, and will comply fully with these requirements in performing any federal-aid contract awarded on the basis of that bid.
- (c) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or sex in the performance of the contract, or in the award of any subcontract.
- (d) The bidder certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of MoDOT as set out below.
- (e) The bidder certifies, under penalty of perjury and other applicable penal laws that a good faith effort was made to obtain DBE participation in the contract, at or above the DBE participation contract goal. The bidder further certifies, under penalty of perjury and other applicable penal laws, that if the bidder is not able to meet the Commission's DBE contract goal, and if the bidder is not able to meet that DBE contract goal by the time the proposed DBE participation information must be submitted, within three business days after bid opening, the bidder has submitted with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts to meet the DBE

**Contract Goal.**

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

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

**100 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.

**130 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.

**131 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.

**132 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.

**133 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.

**134 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.

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

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

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

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

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

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

**15.2** Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount shall become the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. However, no liquidated damages will be assessed, and no other administrative sanctions or remedies will be imposed when, for reasons beyond the control of the contractor and despite the good faith efforts made by the contractor, the final DBE contract goal participation percentage was not achieved. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages, upon written request. The administrative reconsideration officer may consider all facts presented, including the

legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

**16.0 Prompt Payment Requirements.** In accordance with Title 49 CFR 26.29, the contractor shall comply with the prompt payment requirements of that regulation, Section

34.057, RSMo., the provisions of the Commission's rule 7 CSR 10-8.111 and the contract. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually to those prompt payment requirements at the contractor's expense.

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



# **JOB SPECIAL PROVISIONS**



**JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)**

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

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THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.	<b>OZARKS TRANSPORTATION ORGANIZATION</b> 2208 W. Chesterfield Blvd. Suite 101 Springfield, MO 65807 Phone 417-865-3042
	<b>Crawford, Murphy &amp; Tilly, Inc.</b> 1631 W. Elfindale Springfield, MO 65807 Certificate of Authority: 000631 Consultant Phone: (417) 869-6009
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	PROJECT NO. STBG-5901(822) CITY OF SPRINGFIELD, MO DATE PREPARED: JANUARY 12, 2023
	ADDENDUM:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

**A. GENERAL – FEDERAL JSP-09-02H**

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2022 Missouri Standard Plans  
For Highway Construction

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

**B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

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

Ryan Stehn  
Engineer of Record  
Crawford, Murphy & Tilly  
1631 W. Elfindale  
Springfield, MO 65807  
417-799-6260  
[rstehn@cmtengr.com](mailto:rstehn@cmtengr.com)

**C. SITE VISITS DURING BIDDING PROCESS**

Contractor to reach out to Project Contact shown in JSP B above a minimum of three (3) days in advance of planned site visit.

**D. WORK ZONE TRAFFIC MANAGEMENT PLAN JSP-02-06M**

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

**1.1 Maintaining Work Zones and Work Zone Reviews.** The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

**1.2 Work Zone Deficiencies.** Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

**2.0 Traffic Management Schedule.**

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

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

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

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

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 10 minutes to prevent congestion from escalating to 15 minute or above threshold. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable.

**2.5.1 Traffic Safety.**

**2.5.1.1 Recurring Congestion.** Where traffic queues routinely extend to within 1000 feet of the

ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.5.1.2 Non-Recurring Congestion.** When a traffic queue extends to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 miles in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 miles in advance of the end of the traffic queue on undivided highways.

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

**3.1** There are six major holiday periods shown below. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day proceeding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

Memorial Day  
Labor Day  
Thanksgiving  
Christmas  
New Year's Day

**3.1.1 Independence Day.** The lane restrictions specified in Section 3.1 shall also apply to Independence Day, except that the restricted periods shall be as follows:

12:00 noon June 30, 2023 – 6:00 a.m. July 5, 2023

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

**4.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Standard Specifications Section 616.

## **E. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT JSP-90-11A**

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

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

Missouri Highway Patrol (417-895-6868)		
City of Springfield	Greene County	Christian County
Fire: 417-874-2300	Battlefield Fire Protection District: 417-881-9018	Ozark Fire Protection District: 417-581-4436
Police: 417-864-1810	Sheriff: 417-868-4040	Sheriff: 417-582-5330

**2.1.1** This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

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

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

#### F. UTILITIES JSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
AT&T – Distribution Scott Hall 600 St. Louis, Room 630 Springfield, MO 65806 Phone: 417-849-8265 Email: <a href="mailto:sh4949@att.com">sh4949@att.com</a>	Yes (See Section 2.0)	Communications
City Utilities of Springfield - Electric T&D Jason Smith 301 E. Central St. Springfield, MO 65801 Phone: 417-831-8731 Email: <a href="mailto:jason.smith@cityutilities.net">jason.smith@cityutilities.net</a>	No	Power
City Utilities of Springfield - Gas & Water Neil Parks 301 E. Central St. Springfield, MO 65801 Phone: 417-831-8604 Email: <a href="mailto:neil.parks@cityutilities.net">neil.parks@cityutilities.net</a>	Yes (See Section 3.0)	Gas & Water
City Utilities of Springfield - SpringNet Josh Fletcher 301 E Central St. Springfield, MO 65801 Phone: 417-831-8519 Email: <a href="mailto:jfletcher@springnet.net">jfletcher@springnet.net</a>	No	Communications

City of Springfield – Traffic Tom Dancey 1107 W. Chestnut Expressway Springfield, MO 65802 Phone: 417-864-1167 Email: <a href="mailto:tdancey@springfieldmo.gov">tdancey@springfieldmo.gov</a>	No	Signals/ITS
City of Springfield – Clean Water Services Matt Taylor 840 Boonville Ave. Springfield, MO 65802 Phone: 417-864-1934 Email: <a href="mailto:mtaylor@springfieldmo.gov">mtaylor@springfieldmo.gov</a>	No	Sewer
Lumen (CenturyLink National) Bobby Kennedy 3253 E. Chestnut Exp. Springfield, MO 65802 Phone: 417-860-4526 Email: <a href="mailto:bobby.kennedy@lumen.com">bobby.kennedy@lumen.com</a>	No	Communications
Mediacom Kyle Keller 1533 S. Enterprise Ave. Springfield, MO 65804 Phone: 417-496-8577 Email: <a href="mailto:kkeller@mediacomcc.com">kkeller@mediacomcc.com</a>	No	Communications
Ozark Electric Cooperative Ken Raming 2007 James River Court Nixa, MO 65714 Phone: 417-724-5508 Email: <a href="mailto:kraming@ozarkelectric.com">kraming@ozarkelectric.com</a>	No	Power
Spire Energy Ken Stegall 520 E. 5 <sup>th</sup> Street Joplin, MO 64801 Phone: 314-341-0973 Email: <a href="mailto:ken.stegall@spireenergy.com">ken.stegall@spireenergy.com</a>	No	Gas
Southern Star Central Pipeline Mike DeGraeve 6300 S. Rangeline Road Joplin, MO 64804 Phone: 270-852-2125 Email: <a href="mailto:mike.degraeve@sscgp.com">mike.degraeve@sscgp.com</a>	No	Gas

**1.1** The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for

any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

**1.2** Various utilities listed above have overhead lines in the project limits in the vicinity of the Contractor's work. The contractor shall comply with the Missouri Overhead Powerline Safety Act; this statute makes it illegal for an unauthorized person or entity to work or bring equipment within 10 feet of a high voltage line that has not been covered or de-energized. The purpose of the Missouri Overhead Powerline Safety Act is to ensure the safety of the public when working around overhead power lines. If the contractor needs line cover when working near a primary powerline, then the contractor shall notify that utility owner a minimum of 14 days in advance of needing line cover. Most power providers perform this service free of charge for municipally-driven projects. The contractor shall be responsible for any damage to the overhead lines caused by their operations. There will be no direct payment for compliance to this specification.

**2.0 AT&T Distribution.** AT&T has an existing handhole near Sta 1+48 on Trail 2. The handhole falls within the limits of the proposed concrete surface. This is a pass-through handhole for AT&T's 144 count and 432 count fiber cables containing 94ft and 100ft slack, respectively. If Trail 2 of the proposed improvements is awarded, AT&T will have their contractor pull the existing fiber coil to the adjacent north and south handholes and install split duct conduit over both fiber lines making a continuous conduit run between adjacent handholes. The existing handhole will then be removed from service. The trail contractor is advised that it can take up to 4 weeks for AT&T to mobilize a contractor to perform this work. If Trail 2 is awarded, the contractor shall notify Scott Hall (see contact information above) to proceed with the handhole removal.

**3.0 City Utilities Water.** City Utilities has a water meter near Sta 0+08 on Trail 2. The water meter falls within the limits of the proposed concrete surface. If Trail 2 of the proposed improvements is awarded, then City Utilities Water operation crews will make the necessary elevation adjustments to the meter cover. The roadway contractor shall contact Terry McKnight (417-830-8671) a minimum of 2 weeks in advance of trail construction for any necessary adjustment. The roadway contractor shall be required to establish the finished trail grade for CU's water operational crews.

**G. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE  
AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES  
JSP-10-01C**

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

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

[http://www.modot.mo.gov/business/contractor\\_resources/forms.htm](http://www.modot.mo.gov/business/contractor_resources/forms.htm)

**2.1** The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for

Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

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

### **3.0 Coordination of Construction.**

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

**3.2** When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

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

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

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

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

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



## H. SAFETY PLAN

**1.0 Description.** This contractor shall submit to the engineer a project Safety Plan (SP) for all work performed by the contractor and all subcontractors. The purpose of the SP is to encourage and enable all work to be performed in the safest possible manner and that all parties involved are aware of their individual responsibility for safety on the jobsite.

**1.1** The SP shall be completed by the contractor and provided to the engineer prior to the beginning of any construction activity or phase on the project.

**1.2** The contractor shall designate a person to serve as Project Safety Manager (PSM). The PSM shall be responsible for implementing and overseeing the SP. The PSM is not required to be present on the project at all times, but must be available to address safety issues and needs.

**1.3** The PSM shall make revisions to the SP as necessary. Any new project activities or phases shall be included in the SP prior to work beginning on that activity or phase.

**1.4** An example Safety Plan is available at: [www.modot.org/safetyplan](http://www.modot.org/safetyplan)

**2.0 Emergency Preparedness.** The SP shall outline and detail for all workers, the specific procedures and actions necessary to respond to a jobsite emergency and the measures taken to communicate these requirements to all workers.

**2.1** The SP shall include a list of local emergency contacts including phone numbers. A copy of the emergency contact list shall be accessible to workers.

**2.2** In the case where there is no cellular or land line phone service at the jobsite, the SP shall identify how to reach the nearest available phone service.

**3.0 Project Safety Analysis.** The SP should contain a basic Project Safety Analysis (PSA) that outlines the actions necessary to complete each activity or phase of the project. The SP shall include a general description of the primary activities or steps required to safely complete the project.

**3.1** Each activity should also include a general description of the work involved along with the known risks associated with the activity. In addition, the PSA should outline the controls for those risks, including any Personal Protection Equipment (PPE) requirements for that activity or phase, and whether or not the activity or phase requires a specific safety meeting prior to beginning the activity or phase.

**3.2** Submittal of the PSA for all activities or phases is not required with the initial submittal of the SP; however, the PSA for each activity or phase shall be completed prior to the beginning of that activity or phase.

**4.0 Safety Meetings.** The SP shall include the types of safety meetings that will be required of and conducted by the contractor.

**5.0 Safety Training.** The SP shall identify the required safety training provided to the contractor's personnel. The contractor shall require that the appropriate safety training for the contractor's personnel is completed prior to the beginning of work on each activity or phase.

**5.1** The SP shall identify the recommended safety training needs and PPE for MoDOT employees who will be exposed to the work activities. MoDOT will provide safety training and PPE to MoDOT employees based on MoDOT safety policies.

**6.0 Payment.** There will be no direct payment for compliance with this Safety Plan provision.

I. FINAL PAYMENT DOCUMENTS

**1.0 Description.** If the final payment documents are not completed and ready for final payment in accordance with Sec 109.8, within 60 calendar days of final acceptance of the project, the Contractor shall pay to the Contracting Authority the amount of \$500 per day as liquidated damages and as a penalty for each Calendar Day until the final payment documents are completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due to the Contractor. Final payment documentation shall include but not be limited to the following:

- (a) An affidavit, on the form prescribed by the Contracting Authority, to the effect that all payments have been made and all claims have been released for all material, labor and other items covered by the contract bond.
- (b) A Certification, on the form prescribed by the Contracting Authority, showing the actual final DBE participation on the project including name of DBE, type of work and amount paid to each DBE firm.
- (c) An affidavit, on the form prescribed by the Contracting Authority, to the effect that all workers have been paid in compliance with prevailing wage requirements within the contract.

J. LPA BUY AMERICA REQUIREMENTS JSP-18-08

**106.9 Buy America Requirement.** On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements. 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.

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

**106.9.2** "Minor usage" of 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 \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

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

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

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

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

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

#### K. SUPPLEMENTAL REVISIONS JSP-18-01X

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

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

#### Stormwater Compliance Requirements

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

**1.1 Definitions.** The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the “permitted site”, as defined in MoDOT’s State Operating Permit. An Off-site area is defined as any location off the project site the

contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

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

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

### **2.1 Duties of the WPCM:**

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the Engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

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

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

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

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

#### Anti-Discrimination Against Israel Certification

By signing this contract, the Company certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

#### Ground Tire Rubber (GTR) Dry Process Modification of Bituminous Pavement Material

**1.0 Description.** This work shall consist of the dry process of adding ground tire rubber (GTR) to modify bituminous material to be used in highway construction. Existing GTR requirements in Section 1015 pertain to the wet process method of GTR modification that blends GTR with the asphalt binder (terminal blending or blending at HMA plant). The following requirements shall govern for dry process GTR modification. The dry process method adds GTR as a fine aggregate or mineral filler during mix production. All GTR modified asphalt mixtures shall be in accordance with Secs 401, 402, or 403 as specified in the contract; except as revised by this specification.

**2.0 Materials.** The contractor shall furnish a manufacturer's certification to the engineer for each shipment of GTR furnished stating the name of the manufacturer, the chemical composition, workability additives, and certifying that the GTR supplied is in accordance with this specification.

**2.1 Product Approval.** The GTR product shall contain a Trans-Polyoctenamer (TOR) added at 4.5 % of the weight of the crumb rubber or an engineered crumb rubber (ECR) workability additive that has proven performance in Missouri. Other GTR additives shall be demonstrated and proven prior to use such as a five-year field performance history in other states or performance on a federal or state-sanctioned accelerated loading facility.

**2.2 General.** GTR shall be produced from processing automobile or truck tires by ambient or cryogenic grinding methods. Heavy equipment tires, uncured or de-vulcanized rubber will not be

permitted. GTR shall also meet the following material requirements:

<b>Table 1 – GTR Material Properties</b>		
<b>Property</b>	<b>Test Method</b>	<b>Criteria</b>
Specific Gravity	ASTM D1817	1.02 to 1.20
Metal Contaminates	ASTM D5603	$\leq 0.01\%$
Fiber Content	ASTM D5603	$\leq 0.5\%$
Moisture Content	ASTM D1509	$\leq 1.0\%^*$
Mineral Filler	AASHTO M17	$\leq 4.0\%$

\*Moisture content of the GTR shall not cause foaming when combined with asphalt binder and aggregate during mix production

**2.3 Gradation.** The GTR material prior to TOR or ECR workability additives shall meet the following gradation and shall be tested in accordance with ASTM D5603 and ASTM D5644.

<b>Table 2 – GTR Gradation</b>	
<b>Sieve</b>	<b>Percent Passing by Weight</b>
No. 20	100
No. 30	98-100
No. 40	50-70
No. 100	5-15

**3.0 Delivery, Storage, and Handling.** The GTR shall be supplied in moisture-proof packaging or other appropriate bulk containers. GTR shall be stored in a dry location protected from rain before use. Each bag or container shall be properly labeled with the manufacturer's designation for the GTR and specific type, mesh size, weight and manufacturer's batch or Lot designation.

**4.0 Feeder System.** Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within  $\pm 3$  percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

Flow indicators or sensing devices for the system shall be interlocked with the plant controls to interrupt mixture production if GTR introduction rate is not within  $\pm 3$  percent. This interlock will immediately notify the operator if GTR introduction rate exceeds introduction tolerances. All plant production will cease if the introduction rate is not brought back within tolerance after 30 seconds. When the interlock system interrupts production and the plant has to be restarted, upon restarting operations; the modifier system shall run until a uniform feed can be observed on the output display.

All mix produced prior to obtaining a uniform feed shall be rejected.

**4.1 Batch Plants.** GTR shall be added to aggregate in the weigh hopper. Mixing times shall be increased per GTR manufacturer recommendations

**4.2 Drum Plants.** The feeder system shall add GTR to aggregate and liquid binder during mixing and provide sufficient mixing time to produce a uniform mixture. The feeder system shall ensure GTR does not become entrained in the exhaust system of the drier or plant and is not exposed to the drier flame at any point after introduction.

**5.0 Testing During Mixture Production.** Testing of asphalt mixes containing GTR shall not begin until at least 30 minutes after production or per additive supplier's recommendation.

**6.0 Construction Requirements.** Mixes containing GTR shall have a target mixing temperature of 325 F or as directed by the GTR additive supplier. The additive supplier's recommendations shall be followed to allow for GTR binder absorption/reaction. This may include holding mix in the silo to allow time for binder to absorb into the GTR. Rolling operations may need to be modified.

**7.0 Mix Design Test Method Modification.** A formal mixing procedure from the additive supplier shall be provided to the contractor and engineer that details the proper sample preparation, including blending GTR with the binder or other additives. Samples shall be prepared and fabricated in accordance with this procedure by the engineer and contractor throughout the duration of the project.

**8.0 Mix design Volumetrics.** Mix design volumetric equations shall be modified as follows:

**8.1** Additional virgin binder added to offset GTR absorption of binder shall be counted as part of the mix virgin binder

**8.2** GTR shall be included as part of the aggregate when calculating VMA of the mix.

**8.2.1** GTR SPG shall be 1.15

**8.3** VMA shall be calculated as follows:

$$VMA = 100 - G_{mb} \left( \frac{P_s}{G_{sb}} + \frac{P_{GTR}}{G_{GTR}} \right)$$

*where:*

$P_s$  = percent aggregate by total mixture weight

$P_{GTR}$  = percent GTR by total mixture weight

$G_{sb}$  = bulk specific gravity of the combined aggregate

$G_{GTR}$  = GTR specific gravity

**8.4**  $G_{se}$  shall be calculated as follows:

$$G_{se} = \frac{(100 - P_b - P_{GTR})}{\left( \frac{100}{G_{mm}} - \frac{P_b}{G_b} - \frac{P_{GTR}}{G_{GTR}} \right)}$$

**8.5**  $P_{be}$  shall be calculated as follows:

$$P_{be} = P_b - \frac{P_{ba}}{100} * (P_s + P_{GTR})$$

**9.0 Minimum GTR Amount.** The minimum dosage rate for GTR shall be 5 % by weight of total binder for an acceptable one bump grade or 10 % by weight of total binder for an acceptable two bump grade as detailed in the following table. Varying percentage blends of GTR and approved additives may be used as approved by the engineer with proven performance and meeting the specified requirements of the contract grade.

Contract Binder Grade	Percent Effective Virgin Binder Replacement Limits	Required Virgin Binder Grade	Minimum GTR Dosage Rate
PG 76-22	0 - 20	PG 70-22	5 %
		PG 64-22	10 %
PG 70-22	0 - 30	PG 64-22	5 %
		PG 58-28	10 %
PG 64-22	0 – 40*	PG 58-28	5 %
		PG 52-34	10 %
PG 58-28	0 – 40*	PG 52-34	5 %
		PG 46-34	10 %

\* Reclaimed Asphalt Shingles (RAS) may be used when the contract grade is PG 64-22 or PG 58-28. RAS replacement shall follow the 2 x RAS criteria when calculating percent effective binder replacement in accordance Sec 401.

**Delete Sec 107 in its entirety and substitute the following:**

**107.1 Laws to be Observed** The contractor shall know, observe and comply with all federal and state laws, local laws, codes, ordinances, orders, decrees and regulations existing at the time of or enacted subsequent to the execution of the contract that in any manner affect the prosecution of the work, except as specified in the contract or as directed by the engineer. The Contractor shall also ensure that any subcontractor know, observe and comply with all federal and state laws, local laws, codes, ordinances, orders, decrees and regulations as outlined above. The contractor and surety shall indemnify and save harmless the State, the Commission, the Commission's agents, employees and assigns from any claim or liability arising from or based on the violation of any such law, code, ordinance, regulation, order or decree, except any local regulations, decrees, orders, codes or ordinances directed by the contract.

**107.1.1 Contract and Legal Inconsistency** The engineer shall be notified immediately in writing if any discrepancy or inconsistency is discovered between the contract and any law, ordinance, regulation, order or decree.

**107.1.2 Local Building and Zoning Codes or Ordinances** The projects of the Commission are not typically subject to local building or zoning codes or ordinances. Therefore, the contractor usually need not obtain a local building or zoning permit or variance for work done exclusively as the Commission's contractor on the Commission's project and the Commission's right of way. Other local codes or ordinances may not apply to the Commission, and thus to the contractor as well. If any questions arise concerning whether the contractor shall comply with a local code, ordinance, decree or order of any type, the contractor shall advise the engineer of the problem immediately, for resolution by the engineer. This provision will not exempt the contractor from the requirement of thoroughly researching and determining, before submitting a bid on the contract and from complying with, all federal, state or local laws, regulations, codes, ordinances, decrees or orders that may apply to the contract work. The Commission will not be responsible for the contractor's failure to be informed before bidding as to the federal, state and local laws, regulations, codes, ordinances, decrees or orders that may govern the contract work, or for the contractor's failure to determine before bidding which of these do not govern the contract work.

**107.1.3 Authentication of Certain Documents** If plans, plats, detailed drawings or specifications for falsework, cofferdams or any other work are required to be submitted to the engineer, the documents shall be signed, sealed and stamped in accordance with the laws relating to the practice of architecture and professional engineering in the State of Missouri (Chapter 327, RSMo).



**107.2 Permits, Licenses and Taxes** Except as otherwise provided in the contract, the contractor shall procure all permits and licenses, shall pay all charges, fees and taxes, and shall give all notices necessary and incidental to the due and lawful prosecution of the work. No direct payment will be made for the cost of complying with this requirement.

**107.3 Patented or Copyrighted Devices, Material and Processes.** If the contractor is required or desires to use any design, device, material or process covered by letters, patent, copyright, service or trademark, the contractor shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by the Commission. The contractor and surety shall indemnify and save harmless the State, the Commission, the Commission's agents, employees and assigns from any suits, claims or damages arising from the infringement upon or use of any patented, copyrighted or registered design, device, material, process or mark.

**107.4 Safety and Sanitary Provisions** The contractor shall at all times take necessary precautions to protect the life and health of all persons employed on the project or, who at the direction of the contractor are present on the right of way. The contractor shall be familiar with the latest accepted accident prevention methods and shall provide necessary safety devices and safeguards accordingly. The Commission will refuse to provide inspection services at plants or work sites where adequate safety measures are not provided and maintained.

**107.4.1 Apparel.** All workers within highway right of way shall wear approved ANSI/ISEA 107 Performance Class 2 or 3 safety apparel and more specifically as follows:

**107.4.1.1** During daytime activities, flaggers shall wear a high visibility hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear. Hard hats other than high visibility orange or green shall be covered with a high visibility covering.

**107.4.1.2** During daytime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR a Performance Class 2 top, and safety footwear.

**107.4.1.3** During nighttime activities, flaggers shall wear a high visibility/reflective hard hat, safety glasses, a Performance Class 3 top AND Class E bottoms, OR Performance Class 2 top AND Class E bottoms, and safety footwear. Hard hats shall be reflective or covered with a high visibility covering.

**107.4.1.4** During nighttime activities, workers shall wear a hard hat, safety glasses, a Performance Class 3 top OR Performance Class 2 top AND Class E bottoms, and safety footwear.

**107.4.2** The contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of employees as may be necessary to comply with the requirements and regulations of any agency having jurisdiction over public health and sanitation. The contractor shall permit no public or private nuisance.

**107.4.3** All sanitary facilities and safety devices shall be furnished free to employees and no direct payment will be made for such facilities or devices.

**107.5 Public Convenience and Safety** The contractor shall conduct the work in a manner that will ensure, as far as practical, the least obstruction to traffic and shall provide for the convenience and safety of the general public and residents along and adjacent to the highway in an adequate and satisfactory manner.

**107.5.1 Obstructions Prohibited** Fire hydrants on and adjacent to the highway shall be kept accessible to firefighting apparatus at all times, and no obstruction shall be placed within 15 feet of any such hydrant. Footways, gutters, sewers, outlets, inlets and portions of highways adjoining the work under construction shall not be obstructed. Pavements over which hauling is performed shall be kept clean of spilled or tracked-on material at all times when in use by traffic.

**107.5.2 Objects Potentially Affecting Navigable Airspace.** The contractor shall comply with all federal regulations pertaining to constructing, erecting or installing any object, temporary or permanent, which could potentially affect navigable airspace.

**107.5.3 Material and Equipment.** During construction hours, equipment, material and vehicles utilized in construction of the project will only be permitted on shoulders, medians or pavements where the locations are closed to traffic, properly signed and occupied by ongoing construction operations, unless otherwise approved by the engineer. Except in cases of emergency, construction equipment, material and vehicles will not be permitted on pavements or shoulders being utilized by traffic. If the contract specifies time periods the contractor will not be permitted to perform work, construction equipment or vehicles shall not enter or leave the construction area via the pavements handling traffic nor be operated on the pavements handling traffic within the construction area during the restricted time periods. During non-construction hours, construction equipment, material and vehicles will not be permitted within 30 feet of the edge of the pavement or shoulders carrying traffic unless the equipment, material and vehicles are located in a properly protected area, an off-site storage area or as otherwise directed by the engineer.

**107.5.4 Distractions to the Traveling Public in Work Zones.** In order to avoid distracting operators of vehicles traveling on the roadway, the Contractor and its sub-contractors shall not bring or display any signs, flags, logos, emblems, advertising, or any other communicative device on construction equipment that is large enough to be legible from the main traveled way of the highway in the work zone or on highway right of way. This prohibition does not apply to any sign, logo or emblem placed on Contractor equipment identifying the owner or manufacturer of the equipment or to any official highway signs approved by the Commission pursuant to 227.220 RSMo.

**107.6 Bridges over Navigable Waters.** All work on navigable waters shall be conducted such that free navigation of the waterways will not be interfered with and that existing navigable depths will not be impaired except as allowed by permit issued by the USCG or the USACE.

**107.7 Use of Explosives.** All blasting operations shall be conducted under the direct supervision of a licensed blaster as required by the Missouri Blasting Safety Act. When explosives are used in the prosecution of the work, the contractor shall use the utmost care to prevent bodily injury and property damage. The contractor shall be responsible for damage resulting from the use of explosives. The engineer will have the authority to suspend any unsafe blasting operation. The contractor shall be familiar and comply with the rules and regulations of any city, county, state or federal agency or any other agency that may have jurisdiction in the handling, loading, transporting, storage and use of explosives. All places used for explosives storage shall be marked clearly "DANGEROUS EXPLOSIVES".

**107.7.1** Before beginning work, the contractor shall furnish the engineer letters of approval for the proposed operation from the appropriate regulating agencies. The contractor shall notify in writing the appropriate fire protection jurisdiction of the intent to store, transport or use explosives and shall provide proof of notice to the engineer. The contractor shall provide the engineer with copies of all permits, blasting logs and seismic monitoring data.

**107.7.2** The contractor shall notify in advance each property owner, tenant and public utility company having structures or facilities close to the work of any intention to use explosives.

**107.7.3** Removal of any item or material of any nature by blasting shall be done in such a manner and at such time as to avoid damage affecting the integrity of the design and to avoid damage to any new or existing structure, whether on Commission right of way or private property, included in or adjacent to the work. Unless the contract documents or the engineer restricts such operation, the contractor shall be responsible for determining a method of operation to ensure the desired results and the integrity of the completed work.

**107.7.4** The contractor and surety shall indemnify and save harmless the State, the Commission, the Commission's agents, employees and assigns from any claim related to the possession, transportation, storage or use of explosives.

**107.8 Preservation of Monuments and Artifacts.**

**107.8.1 Monuments.** The contractor shall not disturb or damage any land monument or property landmark unless authorized by the engineer.

**107.8.2 Human and Archaeological Remains.** The contractor shall report to the engineer the discovery of human remains, artifacts, fossils and other items of historical, archaeological or geological significance discovered within the right of way during construction. Such items will remain in the Commission's custody and shall not be removed from the site unless directed by the engineer. The preservation and handling of such items shall be in accordance with [Sec 203.4.8](#).

**107.9 Forest and Park Protection.** Environmental and sanitary laws and regulations regarding the performance of work within or adjacent to state or national forests or parks shall be obeyed. The contractor shall keep the project site in an orderly condition, dispose of all refuse, obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks and other structures in accordance with the regulations and instructions issued by the forest or park supervisor. The contractor shall require employees and subcontractors, independently, and at the request of forest officials, to prevent and suppress forest fires, and to notify a forest official of the location and extent of any fire.

**107.10 Environmental Protection.** The contractor shall comply with all federal, state and local laws and regulations controlling pollution of the environment. Pollution of streams, lakes, ponds and reservoirs with fuels, oils, bitumens, chemicals or other harmful material and pollution of the atmosphere from particulate and gaseous matter shall be avoided.

**107.10.1** Fording of streams and fill for temporary work not specified on design plans will not be permitted unless the plan for such operation is authorized by the Corps of Engineers, meets the approval of the engineer, complies with the current MoDOT Pollution Plan and results in minimum siltation to the stream. Temporary stream crossings shall not be constructed unless specifically designated as a condition of the Corps of Engineers Section 404 permit or a permit is obtained, and the temporary stream crossing is in accordance with [Sec 806](#).

**107.10.2** When work areas or pits are located in or adjacent to streams, the areas shall be separated from the main stream by a dike or barrier to keep sediment from entering the stream. Care shall be taken during the construction and removal of such barriers to minimize siltation of the stream.

**107.10.3** Disposal of Portland cement concrete residue and wash water, water from aggregate washing, or other operations producing sediment laden runoff shall be treated in accordance with [Sec 806](#).

**107.10.4** Oil distributors or tanker trucks used for the transport or application of any petroleum-based products, and that have a capacity greater than 1,320 gallons, shall not be left unattended on MoDOT right of way within the project limits during non-construction hours unless secondary containment is deployed as per the Spill Prevention Control and Countermeasure rule. Parking of these vehicles on MoDOT right of way outside of the project limits, or on any MoDOT owned property, shall not be allowed without the aforementioned secondary containment and prior authorization from the engineer.

**107.11 Responsibility for Claims for Damage or Injury.** The contractor and insurance company shall indemnify and save harmless the State, the Commission, the Commission's agents, employees and assigns from all claims or suits made or brought for bodily injury, death or property damage, arising from performance of the work to the extent of:

(a) The negligent acts or omissions of the contractor, subcontractors, suppliers or their respective officers, agents or employees.

(b) The creation or maintenance of a dangerous condition of or on the Commission's property or right of way, which condition occurred due to the acts or omissions of the contractor, subcontractors,

suppliers or their respective officers, agents or employees or for which the contractor had knowledge of or could have had knowledge of the condition in time to warn of or repair said condition.

(c) The failure of the contractor, subcontractors, suppliers or their respective officers, agents or employees, to perform the work in accordance with the plans and specifications.

**107.11.1** The contractor will not be required to defend, indemnify or hold harmless any other person, including the State, the Commission, or the Commission's agents, employees or assigns for any acts, omissions or negligence of other persons.

**107.11.2** Neither the Commission nor the contractor, by execution of a contract, shall intend to or create a new or enlarge an existing cause of action in any third party. This provision shall not be interpreted to create any new liability that does not exist under the law, or to waive or extinguish any defense that either party to this contract or their respective agents and employees may have to an action or suit by a third party.

**107.12 Contractor's Responsibility for Work** From the earlier of the date of commencement of the work or the effective date of the notice to proceed, and until any work is accepted by the engineer, the work shall be in the custody and under the charge and care of the contractor. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time.

**107.12.1** Damages to any portion of the work before the work is completed and accepted, caused by the action of the elements or from any other reason, shall be repaired or replaced at the contractor's expense. The contractor, at the contractor's option, may insure against any such damages. The Commission may, in its discretion, make such a payment, determined in accordance with [Sec 109.4](#), for damage to the work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of the contractor, unless the contractor has been reimbursed for such damages by the contractor's insurer. Prior to reimbursement, the contractor shall furnish documentary evidence of all efforts to recover such repair costs.

**107.12.2** The contractor shall immediately give written notice to the engineer of any pedestrian, worker and/or vehicular accident. The contractor may be directed by the engineer to repair permanent Commission facilities that have been damaged by events that are beyond the control of the contractor. Reimbursement will be provided by the Commission, determined in accordance with [Sec 109.4](#), for the actual direct cost of labor, equipment and material, exclusive of overhead, indirect or consequential costs of profit. The Commission may elect to make such repairs in lieu of the contractor.

**107.13 General Insurance Requirements.** The Contractor shall procure and maintain at the Contractor's expense until Final Acceptance of the project by the engineer, insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in [Secs 107.13.1 through 107.13.8](#).

**107.13.1 Sovereign Immunity Limits for Missouri Public Entities.** The Contractor shall procure and maintain at least minimum insurance coverages to meet the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance and published annually in the Missouri Register pursuant to Section 537.610 RSMo., for Secs 107.13.2 through 107.13.5, unless specified otherwise for each type of insurance coverage. Each policy shall provide additional insured status for the Missouri Highways and Transportation Commission (Commission), the Missouri Department of Transportation (MoDOT) and its employees up to Missouri's sovereign immunity limits.

**107.13.2 Commercial General Liability Insurance.** The Contractor shall procure, and maintain during the term of the project, commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) policy form CG 00 01. The general aggregate limit shall, by endorsement or otherwise, provide a designated aggregate limit solely for this project using ISO form CG 25 03 05 09 or an equivalent form. General liability policies shall be endorsed to add the Commission, MoDOT, and its employees as additional insureds (the "Additional Insureds") using

Insurance Services Office forms CG 20 10 or the equivalent under such policy. For construction contracts, an endorsement providing completed operations coverage to the Additional Insureds, ISO form CG 20 37 or the equivalent, is also required. This form, CG 20 37, shall be endorsed on each subsequent commercial general liability policy issued to the Contractor for three (3) years after final acceptance of the project. The contractor could provide extended completed operations for specific project needs. Discontinued operations coverage shall be provided for three (3) years when applicable. Coverage shall not be reduced by insured versus insured exclusions or by explosion, collapse and underground (XCU) exclusions.

**107.13.3 Commercial Automobile Liability Insurance.** The Contractor shall procure and maintain automobile liability coverage at least as broad as ISO policy form CA 00 01 covering owned, hired, and non-owned autos. The policy shall include as insureds anyone liable for the conduct of an insured as described by policy provision or by endorsement added to the policy.

**107.13.4 Contractor's Pollution Liability (CPL) Insurance.** The Contractor performing excavation, remediation, hazardous materials removal, or any other work involving potential pollution arising from construction operations shall procure and maintain contractor's pollution liability insurance for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy shall have minimum limits of \$1,000,000 and the Commission, MoDOT and its employees shall be endorsed as additional insureds under such policy. The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites. Products/completed operations coverage for pollution liability insurance shall extend a minimum of three (3) years after final acceptance of the project. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall specifically provide for a duty to defend on the part of the insurer.

**107.13.5 Aircraft Liability Insurance.** If aircraft, including unmanned aircraft, will be used on the project, Contractor shall provide, or cause to be provided, aircraft liability insurance protecting against claims for damages resulting from such use in all cases where any aircraft that is owned, leased or chartered by any Contractor-Related Entity used on the Project. The policy shall have minimum limits of \$1,000,000 and the Commission, MoDOT and its employees shall be additional insureds on the policy by endorsement or policy provision. The use of any aircraft in performance of the Work, the aircraft crew, flight path and altitude, including landing of any aircraft on the Site or on any property owned by the Commission, MoDOT or other parties at interest, shall be subject to review and written acceptance by the Commission prior to any such usage. If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable to meet these requirements but must be provided prior to use of the aircraft. For use of unmanned aircraft vehicles, the contractor may provide insurance either through an aircraft liability insurance policy, or by endorsement to the Contractor's commercial general liability insurance policy and excess liability policies. Use of unmanned aircraft must comply with all state and federal rules and regulations, including FAA requirements.

**107.13.6 Excess or Umbrella Liability Insurance.** The Contractor may satisfy the required limits for Secs 107.13.2 through 107.13.5 by use of excess or umbrella liability insurance policies in any combination that meets the contract limits requirements. Such policies shall include as insureds, the Missouri Highways and Transportation Commission (Commission), the Missouri Department of Transportation (MoDOT) and its employees.

**107.13.7 Workers' Compensation Insurance.** The Contractor shall provide evidence to the engineer that the Contractor has obtained workers' compensation insurance and employers liability insurance as required by the state or is exempt and provides proper documentation to the engineer. Coverage shall include all statutory workers' compensation benefits to Contractor employees who may sustain work-related injury, death or disease. If applicable, commensurate with the requirements of the U.S. Longshore and Harbor Workers' Compensation Act (USL&H) and the Jones Act, with a minimum limit of \$2,000,000 per occurrence and in the aggregate, or as may be specified by law, for each. The required insurance must be endorsed to include a waiver of subrogation in favor of the Commission,

MoDOT and its employees.

**107.13.8 Railroad Protective Liability Insurance.** In addition to other forms of required insurance, the Contractor shall provide railroad protective liability insurance when any of the Contractor's work is to be performed within any railroad right of way and in some cases may be required when the project improvements are near a railroad right of way. The name or names of the railroad companies known to be in the vicinity of the contract improvements will be specified in each contract, but the contractor shall confirm the railroad companies impacted and the final insurance needed with each railroad. The minimum limits of the insurance indicated by each railroad to the Commission will be included in the contract bid documents for informational purposes, but the contractor shall be bound by each individual railroad company requirements. Each railroad agency has final determination in the content and coverage limits of the policies required. No work will be permitted within any railroad's right of way until the railroad involved has reviewed and approved the insurance policy. Any day upon which the Contractor cannot perform work due to such a policy not being approved by the railroad will not be counted as a contract day under [Sec 108.7](#).

**107.13.9 Evidence of Insurance.** Required evidence of insurance providing confirmation of compliance with these requirements shall consist of a certificate of insurance, an endorsement to any workers compensation policy waiving the subrogation by the insurer, and any endorsements adding the Commission, MoDOT and its employees as additional insureds where specified. "Blanket" or "automatic" additional insured endorsements providing additional insured coverage "where required by contract," may be used, provided that such forms provide coverage at least as broad as provided by the specified endorsement forms required. The contractor and any subcontract work shall not commence under the contract until the contractor obtains the applicable insurance coverage required and receives approval for such insurance from the engineer. All evidence of insurance for the prime contractor, including certificates of insurance and required endorsements, and notices shall be submitted electronically by the insurance agent to [ContractorSupport@MoDOT.mo.gov](mailto:ContractorSupport@MoDOT.mo.gov). The Contractor shall promptly furnish the engineer with a complete copy of its policy upon request. Failure to furnish evidence of proper insurance, or complete insurance policies when requested, may result in the suspension of work as provided in [Sec 108](#), and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

**107.13.9.1 Work Performed by Subcontract.** Prior to its commencement of the applicable work, the contractor shall cause each of its subcontractors to provide insurance that complies with the requirements for contractor-provided insurance. Contractor's determination of such insurance shall not be interpreted as relieving Contractor or its insurer of any liability otherwise imposed on Contractor or its insurers under these Contract Documents. The Contractor shall promptly furnish the engineer with a complete copy of its subcontractor policies upon request. Failure to furnish evidence of proper insurance, or complete insurance policies when requested, may result in the suspension of work as provided in [Sec 108](#), and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

#### **107.13.10 Other Conditions and Requirements**

**107.13.10.1 Acceptability of Insurance Companies.** All insurers must be authorized to transact business under the laws of the State of Missouri and hold an AM Best rating of no less than A-: VI.

**107.13.10.2 Waiver of Right of Recovery.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Commission, MoDOT and its employees or shall specifically allow the Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Commission, MoDOT and its employees.

**107.13.10.3 Enforcement of Contract Provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of the Commission, MoDOT or its employees to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Commission, MoDOT or its employees, nor does it waive any rights hereunder.



**107.13.10.4 Primary and Non-contributory.** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance with respects to the Commission, MoDOT and its employees as the additional insureds. Any other insurance or self-insurance maintained by any of these parties shall be excess of the Contractor's insurance and shall not contribute with the Contractor's insurance.

**107.13.10.5 Specifications not Limiting.** Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

**107.13.10.6 Notice of Cancellation and Change in Insurance Carrier.** Contractor agrees to oblige its insurance agent or broker, and insurers by endorsement to the policy, to provide to the engineer with thirty (30) days advance notice of cancellation, except for nonpayment for which ten (10) days' notice is required, or nonrenewal of coverage for each required coverage. If any policy is canceled or the insurance carrier is planned to change before the contract work is complete, a satisfactory replacement policy shall be obtained and in force, with notice and evidence of insurance submitted to the engineer, prior to the effective date of cancellation of the former policy.

**107.13.10.7 Self-insured Contractors and Self-insured Retentions.** A self-insured contractor will not be considered to comply with these specifications unless approved by the engineer prior to beginning work. A contractor with insurance policies arranged with self-insured retentions must be declared to and approved by the engineer prior to beginning work. The Commission reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible or other policy type.

**107.13.10.8 Timely Notice of Claims.** Contractor shall give the engineer prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. The Commission and MoDOT will provide timely notice to the contractor of any claims or lawsuits that it receives. If the Commission demands that the contractor defend the suit and/or indemnify the Commission, the contractor or its insurance company shall acknowledge that demand within 20 days of receiving it and the contractor shall respond within a total of 45 days of the claim receipt the intent of the contractor to defend.

**107.13.10.9 Exhaustion of Policy Limits.** It shall be the contractor's responsibility to notify the engineer promptly when any provided insurance limits are not able to be maintained during the contract period or provide verification that additional coverage or excess coverage is also available.

**107.14 Cooperation in Defense.** The indemnified party shall cooperate with the indemnifying party in the defense of a third-party claim subject to the foregoing, (1) the indemnified party shall not have any obligation to participate in the defense of or to defend any third-party claim, and (2) the indemnified party's defense of or its participation in the defense of any third-party claim shall not in any way diminish or lessen its right to indemnification as provided in this section.

**107.15 Third Party Liability.** Neither the State of Missouri, including the Commission, nor the contractor, by execution of the contract including these specifications, intend to create a right of action in a third-party beneficiary, except as specifically set out in these specifications and the contract. It is not intended by any required contractual liability in the contract or in these specifications that any third-party beneficiary has a cause of action arising out of the condition of the project when completed in accordance with the plans and accepted by the Commission.

**107.16 Personal Liability of Public Officials.** There shall be no personal liability upon the Chief Engineer, or any member, employee, or agent of the Commission in carrying out any of the provisions of the contract or in exercising any power or authority granted to the individual, it being understood

that in such matters the individual acts as an agent and representative of the State, with official and public duty doctrine immunity. If any provision of the contract appears to impose a duty on such an individual, the duty will remain exclusively that of the Commission and will not be a personal duty or obligation of the individual.

**107.17 Contractors That Are Not Resident In Missouri.** Any contractor that is not a permanent resident of or domiciled in Missouri shall provide to the Commission proof of compliance with the Missouri "nonresident employers" financial assurance laws at Sections 285.230 to 285.234, RSMo, before the contractor performs any work on a project.

**107.17.1** A nonresident contractor that is a "transient employer" as that term is defined in Section 285.230.1, RSMo, and 12 CSR 10-2.017(1)(A), shall file with the Commission a photocopy of the contractor's current transient employer's certificate of registration issued by the Missouri Department of Revenue before performing any work on a project. A nonresident contractor that is not classified by the Missouri Department of Revenue as a "transient employer" because the nonresident contractor has properly registered with the Missouri Department of Revenue and the Missouri Division of Employment Security, and has filed and paid Missouri state income taxes for more than 24 consecutive months, shall file with the Commission a photocopy of the contractor's certificate of registration, issued by the Missouri Department of Revenue, that it is not a "transient employer" before performing any work on a project.

**107.17.2** The contractor shall require a nonresident subcontractor to file with the Commission a photocopy of the subcontractor's current transient employer's or alternate certificate of registration, as issued by the Missouri Department of Revenue, before that subcontractor performs any work on a project.

**107.17.3** Any nonresident contractor or subcontractor that fails to file the financial assurance forms with the Missouri Department of Revenue as required by Missouri law will be prohibited from contracting for or performing labor on any project for a period of one year.

**107.18 Basis of Payment.** No direct payment will be made for compliance with [Sec 107](#), except as provided by [Sec 618](#).

#### Buy America

In addition to Section 106.9 of the Missouri Standard Specifications for Highway Construction, the following requirements will also be in effect for this project.

**1.0 Description.** The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021. The BIL includes Build America, Buy America Act Publication L. No. 117-58. This provision expands the Buy America requirements beyond what is currently only required for steel and iron products. The steel and iron provisions have not changed with the new bill. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. All other materials and manufactured products permanently incorporated into the project will be subject to Buy America requirements. There are three categories requiring Buy America Certification:

- a) Iron and steel – no changes to the current specification requirements.
- b) Manufactured products – these are currently exempted under the 1983 waiver from FHWA.
- c) Construction materials consisting primarily of:
  - Non-ferrous metals;
  - Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);



- Glass (including optic glass);
- Lumber; or
- Drywall

**1.1** All products and or materials will only be classified under one of these categories and not under multiple categories. It is the prime contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the job. The implementation of this policy will be in effect for all projects awarded after November 10, 2022.

**1.2** New items designated as construction materials under this requirement will require the prime contractor to submit a material of origin form certification prior to incorporation into the project. The Certificate of Material origin form ([link to certificate form](#)) from the supplier and/or fabricator must show all steps of the manufacturing being completed in the United States. The Certificate of Material form shall be filed with the contract documents.

**1.3** Any minor miscellaneous construction material items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. The certification shall read "I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically." The certification shall be signed by an authorized representative of the prime contractor.

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

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

***Delete Sec 617.20.3 and substitute the following:***

**617.20.3 Certification.** Prior to use the contractor shall submit to the engineer a manufacture's certification of crashworthiness per NCHRP 350 or MASH 2016 for portable concrete barrier or other approved temporary barrier. Type F three-loop temporary concrete barrier is required to meet NCHRP 350 requirements regardless of manufacturing date and may be used until January 1, 2030. All other temporary barriers manufactured prior to January 1, 2023 may be used until January 1, 2030. All other temporary barriers manufactured after January 1, 2023 shall meet MASH 2016 crash test requirements.

***Delete Sec 1063.2 and substitute the following:***

**1063.2 General Requirements.** All temporary traffic control devices shall be manufactured as shown on the plans and as specified, in accordance with MUTCD requirements and shall be NCHRP 350 or MASH 2016 compliant. FHWA Category 1 temporary traffic control devices are not required to be crash tested unless modified. Non MASH 2016 FHWA Category 2 temporary traffic control devices and appurtenances manufactured prior to January 1, 2023 may be used until January 1, 2026. Non MASH 2016 FHWA Category 3 temporary traffic control devices and appurtenances manufactured prior to January 1, 2023 may be used until January 1, 2030. All other FHWA Category 2 and Category 3 temporary traffic control devices and appurtenances manufactured after January 1, 2023 shall meet MASH 2016 Test Level 3 crash test requirements. Type F three-loop temporary concrete barrier is required to meet NCHRP 350 requirements regardless of manufacturing date and may be used until January 1, 2030. MASH 2016 FHWA Category 4 temporary traffic control devices should be used when available. Nominal dimensions will be permitted for dimensional lumber where applicable. All

temporary traffic control devices shall exhibit good workmanship and shall be free of objectionable marks or defects that affect appearance or serviceability. The brand name or model number shall be permanently identified on each traffic control device.

#### Alternate Weather Limitations for Plant Mix Bituminous Surface Leveling

**1.0 Description.** Weather limitations for Plant Mix Bituminous Surface Leveling mixtures shall be as specified in Sec 402.10.1 except as otherwise allowed herein.

**1.1** When all remedial actions listed in Section 2.0 have been implemented by the contractor, at no additional cost to the Commission, the alternate weather limitations in Section 1.2 shall apply in lieu of Sec 402.10.1

**1.2 Alternate Weather Limitations.** Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 F, or (2) on any wet surface or frozen pavement. Temperatures shall be obtained in accordance with MoDOT Test Method TM 20.

#### **2.0 Remedial Actions.**

- a) Reclaimed Asphalt Pavement (RAP) content in the mix does not exceed 20% asphalt binder replacement.
- b) No Reclaimed Asphalt Shingles (RAS) are added to the mix.
- c) A material transverse vehicle is utilized to transfer the mix from the haul trucks to the paver.
- d) Warm mix technology shall be incorporated into the mix (either by chemical additive or foaming), as approved by the engineer.

### **L. SHOP DRAWINGS AND SUBMITTALS**

**1.0** The Contractor will be required to submit four (4) copies of detailed shop and dimension drawings of all reinforcement for cast-in-place concrete, pipe, precast concrete units, modular block units, railings, guardrail, concrete mix design and any other items, as may be determined by the Engineer. All shop drawings must be submitted within 30 days after the project start date. The Contractor is to allow a two week review time, and the Contractor or fabricator shall not fabricate, construct or install any item for which shop drawings are required prior to receipt of properly reviewed shop drawings.

**1.1** Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

**1.2** Contractor's stamp of approval is a representation to Owner and Engineer that Contractor accepts full responsibility for determining and verifying all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data and that he has reviewed or coordinated each submittal with the requirements of the Work and the Contract Documents.

**1.3** Identify variations from Contract Documents and Product. Identify system limitations that may be detrimental to successful performance of the completed Work. Such submittals shall, as pertinent to the deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.

**1.4** Provide space for Contractor and Engineer review stamps.

**1.5** Revise and resubmit submittals as required, identify all changes made since previous submittal.

**1.6** Contractor shall accept full responsibility for the completeness of each submission, and in the case of resubmission, shall verify that all exceptions previously noted by Engineer have been taken into account. When corrected copies are resubmitted, Contractor shall in writing direct specific attention to all revisions and shall list separately any revisions made other than those called by Engineer on previous submissions.

**1.7** In the event that more than one resubmission is required because of failure of Contractor to account for exceptions previously noted, Contractor shall reimburse Owner for the charges of Engineer for review of the additional resubmissions.

**1.8** Any need for more than one resubmission, or any other delay in obtaining Engineer's review of submittals, will not entitle Contractor to extension of the Contract Time unless delay of the work is directly caused by a change in the Work authorized by a Change Order or by failure of Engineer to return any submittal within 14 days after its receipt in Engineer's office.

**1.9** When the drawings and data are returned marked REVISE AND RESUBMIT, the corrections shall be made as noted thereon and as instructed by the Engineer and not less than four (4) complete corrected copies resubmitted.

**2.0** The Engineer's review of shop drawings and data submitted by the Contractor will cover only general conformity to the drawings and specifications, external connections, and dimensions which affect the layout. The Engineer's review of drawings returned marked REVIEWED or FURNISH AS CORRECT does not indicate a thorough review of all dimensions, quantities and details of the material, equipment, devices or items shown and does not relieve the Contractor from any responsibility for errors or deviations from the contract requirements.

**2.1** All shop drawings and data, after final processing by the Engineer, shall become a part of the contract documents and the work shown or described thereby shall be performed in conformity therewith unless otherwise authorized by the Owner or the Engineer.

**M. CONTRACTOR QUALITY CONTROL NJSP-15-42**

**1.0** The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

**2.0 Quality Control Plan.**

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.
- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website ([www.modot.org/quality](http://www.modot.org/quality)).

**3.0 Quality Control Testing and Reporting.** Testing shall be performed per the test method and frequency specified in the ITP. All personnel who perform sampling or testing shall be certified in the MoDOT Technician Certification Program for each test that they perform.

**3.1 Reporting of Test Results.** All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any

time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

**3.1.1** Test results shall be reported on electronic forms provided by MoDOT. Forms and Contractor Reporting Excel2Oracle Reports (CRE2O) can be found on the MoDOT website. All required forms, reports and material certifications shall be uploaded to a Microsoft SharePoint® site provided by MoDOT, and organized in the file structure established by MoDOT.

**3.2 Non-Conformance Reporting.** A Non-Conformance Report (NCR) shall be submitted by the contractor when the contractor proposes to incorporate material into the work that does not meet the testing requirements or for any work that does not comply with the contract terms or specifications.

**3.2.1** Non-Conformance Reporting shall be submitted electronically on the Non-Conformance Report form provided on the MoDOT Website. The NCR shall be uploaded to the MoDOT SharePoint® site and an email notification sent to the engineer.

**3.2.2** The contractor shall propose a resolution to the non-conforming material or work. Acceptance of a resolution by the engineer is required before closure of the non-conformance report.

#### **4.0 Work Planning and Scheduling.**

**4.1 Two-week Schedule.** Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

**4.2 Weekly Meeting.** When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

**4.3 Pre-Activity Meeting.** A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

**4.4 Hold Points.** Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when, in the opinion of the engineer, a review of the preceding work is necessary before continuation to the next stage.

**4.4.1** A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

**4.4.2** Prior to all Hold Point inspections, the contractor shall verify the work has been completed in accordance with the contract and specifications. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection. Re-scheduling of Hold Points require a minimum 24-hour advance notification from the contractor unless otherwise allowed by the engineer.

**4.0 Quality Assurance Testing and Inspection.** MoDOT will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection

checklists provided in the ITP as a guide to minimize findings by MoDOT inspection staff. Submittal of completed checklists is not required, except as specified in 5.1.

**5.1** Inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor. Submittal of the 501 Concrete Plant Checklist is required.

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

N. **EARTHWORK**

**1.0** Bidders are advised that rail removal occurred at the trail improvements location after survey on the site was conducted. The rail removal did not include any fill or excavation of material from the site, however compaction of the existing material did occur. This compaction might result in minor differences between the actual field conditions and the existing conditions depicted on the plan.

**2.0** The contractor is to field verify existing conditions prior to bidding and no additional payment will be made for any additional earthwork (excavation or embankment) as a result of the differences in plan and field conditions.

O. **SACRIFICIAL GRAFFITI PROTECTION SYSTEM**

**1.0 Description.** This specification covers a sacrificial graffiti protection system for application to all surfaces as shown on the plans.

**2.0 Preparation.** The contractor is to remove existing paint from surfaces to be treated with sacrificial graffiti protection system through sandblasting or other means as approved by the engineer prior to application of sacrificial graffiti protection system. Removal of existing paint is incidental to the Sacrificial Graffiti Protection System pay item.

**2.1** The contractor is to immediately cease paint removal if the sandblasting or paint removal process results in chipping or damaging of the concrete substructure and immediately contact the engineer to determine if repair or alternative measures need to be taken.

**3.0 Physical Properties.** The sacrificial graffiti protection system shall be in accordance with the following properties and shall be chemically compatible with any other coatings to be used. The material shall be suitable for application to obtain a wet-film thickness of 4 to 6 mils without runs or sags when applied to vertical surface.

<b>Sacrificial Graffiti Protection System</b>	
<b>Item</b>	<b>Requirement</b>
Melting Point, F, ASTM F 766	165 ±5
Solids Content, min., percent by weight, ASTM D 2834	26
Volatile Organic Content (VOC), lb/gal, max, ASTM D 3960	0.58

**4.0 Manufacturer and Brand Name Qualification.** Prior to approval and use, the manufacturer shall submit a representative one-gallon sample to the engineer. The manufacturer shall submit documentation to the engineer stating brand name, manufacturer's name and address and accompanied by the manufacturer's data and application sheets. The manufacturer shall submit certification, including specific test results, that the material complies with all requirements of this specification.

**5.0 Field Approval.** Prior to application of the sacrificial graffiti protection system, including bulk

purchase and delivery of products, the contractor shall prepare a minimum 12 x 12 inch application sample on each of the specified concrete or masonry products for the purpose of demonstrating the compatibility of the planned installation. If the sacrificial graffiti protection system is to be applied over previous coatings, the test specimen shall have already received these previous coatings. The contractor shall proceed with work only after the engineer’s acceptance of the test application for appearance and compatibility.

**6.0 Acceptance.** The contractor shall furnish a manufacturer’s certification stating that the material supplied is in accordance with all requirements specified and that the material furnished is of the same composition as originally approved. The engineer reserves the right to sample the material at destination if deemed necessary.

**7.0 Basis of Payment.** Payment to provide pedestrian fencing shall be considered completely covered by contract unit price for:

Pay Item Number	Type / Description	Unit
711-99.01	Sacrificial Graffiti Protection System	Lump Sum

P. SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON

**1.0 Description.** This specifications covers the furnishing and installation of a Solar Powered Rectangular Rapid Flashing Beacon (RRFB) in the locations as shown on the plans.

**2.0 Requirements.** Contractor is to provide a solar powered Rectangular Rapid Flashing Beacon per manufacturer and MUTCD requirements.

**3.0 Material Requirements.**

- 3.1 Signs, beacon, and pedestrian pushbutton shall follow MUTCD requirements.
- 3.2 Concrete materials for RRFB foundation shall be in accordance with Section 501 and placed in accordance with Section 703 of the Missouri Standard Specifications for Highway Construction, latest edition

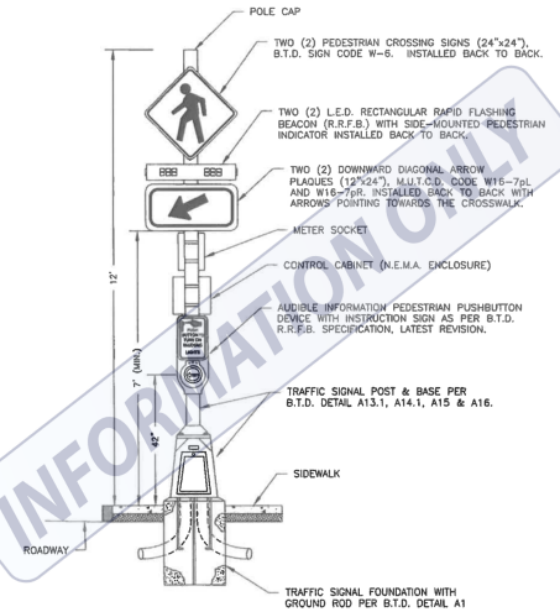
**4.0 Submittals.** The contractor shall submit shop drawings of proposed Solar Powered Rectangular Rapid Flashing Beacon to engineer for acceptance prior to ordering materials.

**5.0 Installation.** Contractor to comply with manufacturer instruction and drawings for installation.

**6.0 Basis of Payment.**

for the above work including materials, equipment, any other work necessary complete the be considered completely in pay items:

902.99.02,  
Rapid Flashing Beacon, per each



Payment described all labor and incidental to item shall covered

Solar Powered Rectangular

Q. BOLLARD (REMOVABLE)

**1.0 Description.** This specifications covers the furnishing and installation of a removable bollard in the locations as shown on the plans.

**2.0 Parts Specifications**

- 2.1 ASTM A500 – Bollard Post ¼” Wall
- 2.2 ASTM A500 – Bollard ground Sleeve, 3/16” wall
- 2.3 ASTM A36 – Lid Asseby

**3.0 Performance Requirements.**

- 3.1 Bollard will remove completely from ground sleeve and provide flush surface when galvanized lid drops down or filler piece is inserted.

**4.0 Submittals.**

- 4.1 The contactor shall submit shop drawings of proposed removable bollard to engineer for acceptance prior to ordering of materials.

**5.0 Quality.**

- 5.1 Bollard post, ground sleeve and filler piece must be supplied by one manufacturer to provide consistent quality in appearance and performance.

**6.0 Installation.**

- 6.1 Contractor to comply with manufacteror instruction and drawings for installation.

**7.0 Basis of Payment.** Payment for the above described work including all materials, equipment, labor and any other incidental work necessary to complete the item shall be considered as completely covered in pay items:

606-99.02, Bollard (Removable), per each

## R. PIGMENTING AND TEXTURING CONCRETE

**1.0 Description.** This work shall consist of pigmenting and texturing the concrete with a railroad pattern for the area as shown in the plans.

**2.0 Materials.** The Manufacturer shall submit to the Engineer, setting forth the brand name, designation (if any), composition and general description of the material to be used in the process of pigmenting. The manufacturer shall submit typical amounts of material to be used in the mixing of the concrete.

**2.1 Pigment.** shall be brown in color matching the image below, as approved by the engineer and shall be free from oil, grease, dirt and nonferrous particles and shall cause no deleterious effects to the concrete mix. The manufacturer shall guarantee that all materials used in the pigmenting process will have no deleterious effects on the strength and overall integrity of the concrete.

**3.0 Sample.** A minimum of two working days prior to the placement of the pigmented textured concrete, the Contractor shall submit a sample pavement section to the Engineer. The sample shall be constructed using the identical process for pigmenting and texturing the permanent pavement. If, in the opinion of the Engineer, changes need to be made to the texturing or color, a new sample shall be submitted before final approval can be given. The minimum size sample shall be 4 feet by 4 feet.

**4.0 Texturing.** After surface irregularities have been removed, the concrete shall be given a uniform surface finish resembling railroad tracks as shown in the image below. The method by which the surface is textured is left to the discretion of the Contractor. A stamp or roller device is preferred to maintain consistency. Hand texturing will be permitted in irregular areas where, in the opinion of the Engineer, a stamp or roller device would no longer be beneficial or would not give a satisfactory appearance to the surface of the concrete. Prior to placing the concrete, the Contractor and Engineer shall review all perceived areas where hand texturing may be necessary. The Engineer shall make all efforts to minimize the amount of area to be hand textured.



**5.0 Construction Requirements.** This work shall be done in accordance with the requirements of Section 502 and 608.

**6.0 Method of Measurement.** Concrete areas shall be computed to the nearest 1/10 square yard.

**7.0 Basis of Payment.** Payment for the above described work including all materials, equipment, labor and any other incidental work necessary to complete the item shall be considered as completely covered in pay items:



608-99.05, Pigmenting and Texturing Concrete, per square yard

S. 4-STRAND WIRE FENCE

**1.0 Description.** This specifications covers the furnishing and installation of a 4-strand wire fence in the locations specified on the plans.

**2.0 General.**

2.1 Barbed wire fences shall be Class D four-strand barbed wire.

**3.0 Materials.**

**3.1 Barbed Wire (Zinc-coated).** Zinc coated barbed wire shall be two-strand twisted No. 12 ½ ASW gauge galvanized steel wire with 4-point barbs of No. 14 ASW gauge galvanized steel wire. All wire shall conform to Fed. Spec. RR-F221, Type A. The barbs shall be spaced approximately 4 inches apart. The wire will be placed in the same number and at the same heights as the existing adjoining fence.

**3.2 Barbed Wire (Copper-covered).** Copper-covered steel barbed wire shall conform to Fed. Spec. RR-F221, Type A.

**3.3 Barbed Wire (Aluminum-coated).** Aluminum-coated steel barbed wire shall be two strand twisted No. 12 ½ ASW gauge. The 4-point barbs of No. 14 ASW gauge aluminum-coated steel wire shall be spaced approximately 5 inches apart. The steel wire shall have a tensile strength of between 60,000 and 80,000 pounds per square inch and the aluminum coating shall have a minimum weight of 0.30 ounce per square foot of wire surface on the No. 12 ½ ASW gauge line wire and 0.25 ounce per square foot of wire surface on the No. 14 ASW gauge barbs. The wire will be placed in the same number and at the same heights as the existing adjoining fence

**3.4 Bracing Wire (Zinc-coated).** Wire used for cable for bracing shall be No. 9 smooth galvanized soft wire.

**3.5 Fence Posts, Gates, Rails, Braces and Accessories.** These items, when specified, shall conform to the requirements of Fed. Spec. RR-F-183 and shall be zinc coated.

**3.6 Concrete.** Concrete shall be Class B in accordance with Section 703 of Missouri Standard Specifications for Highway Construction, latest edition.

**4.0 Construction Methods.**

**4.1 General.** The fence shall be constructed in the locations shown on the plans and as specified herein using new materials, and all work shall be performed in a workmanlike manner satisfactory to the Engineer. The route of the fence is indicated on the drawings. The existing fence with the exception of gates shall become property of the Contractor and shall be removed from the site. The new fence shall be placed along the right-of-way or easement line. The Contractor shall span the opening below the fence with barbed wire fastened to stakes of the required length at locations of small natural or drainage ditches where it is not practical to conform the fence to the general contour of the ground surface. The new fence shall be permanently tied to terminals of existing fences whenever required by the Engineer. The finished fence shall be plumb, taut, true to line and ground contour, and complete in every detail.

When directed, in order to keep stock on adjoining property enclosed at all times, the Contractor shall arrange the work so that construction of the new fence will immediately

follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet or such length that the stock can be kept in the proper field. The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence. Any openings in the fence shall be guarded when stock is using the adjoining property.

- 4.2 Clearing Fence Line.** The site of the fence shall be sufficiently cleared of obstructions, and surface irregularities shall be grades so that the fence will conform to the general contour of the ground. The fence line shall be cleared to minimum width of 10 feet on each side of the centerline of the fence. This clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions which will interfere with proper constructions of the fence. The area shall be mowed. Stumps within the cleared area of the fence shall be removed. When shown on the plans or as directed by the Engineer, the existing fences, which coincide with or are in a position to interfere with the new fence locations shall be removed by the Contractor as part of the construction work unless such removal is listed as a separate item in the bid schedule. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other material acceptable to the Engineer and shall be compacted properly with tampers.

The work shall include the handling and disposal of all material cleared, excavated or removed, regardless of the type, character, composition, or condition of such material encountered.

- 4.3 Installing Posts.** All posts shall be spaced at 16'-6" maximum spacing. Corner, brace, anchor, end, and gate posts shall be set in concrete bases as shown on the plans. The top of the base shall be slightly above the ground surface, trowel finished, and sloped to drain. Holes of full depth and size for the concrete bases for posts shall be provided even if blasting of rock or other obstructions is necessary. All line posts may be either driven or set in dug holes to a penetration of 3 feet. All post setting shall be done carefully and to true alignment. Dirt removed for placing posts, anchor bars, flanges, etc., shall be replaced, tamped, and leveled. When posts are driven, care shall be exercised to prevent marring or buckling of the posts. Damaged posts shall be replaced at the Contractor's expense. No extra compensation will be made for rock excavation. Rock excavation shall not be grounds for extension of time.
- 4.4 Bracing.** All corner, anchor, end, and gateposts shall be braced. Anchor posts shall be set at approximately 500-foot intervals and braced to the adjacent posts.
- 4.5 Installing Wire.** All barbed wire and woven wire shall be placed on the same side of the posts as the existing adjoining fence, or as directed, at the same height and number as the existing adjoining fence. The woven wire shall be carefully stretched and hung without sag and with true alignment. Care shall be taken not to stretch the wire so tightly that it will break in cold weather or pull up corner and/or brace posts. All horizontal wires shall be fastened securely to each post by fasteners or clips designed for use with the posts furnished. The woven wire shall be wrapped around all end posts, corner posts and gate posts, and the ends of all horizontal wires shall be tied with snug, tight twists. The wire shall be secured to prevent slipping up and down the post. Barbed wire strands shall be stretched and each strand secured to each post to prevent slipping out of line or becoming loose. At all end posts, corner posts and gate posts, the barbed wire shall be securely wrapped and anchored once about the post from the outside and secured against slipping by tying the ends with snug, tight twists. However, on spans of less than 100 feet, both ends of the span need not be wrapped around the posts. The bottom wire of the woven wire fencing shall clear the ground by not more than 4 inches or less than 1 inch at any place.
- 4.6 Splicing Wire.** Splicing in barbed wire and woven wire will be permitted if made with an approved galvanized bolt-clamp splice or a wire splice made as follows: The ends of each wire shall be carried 3 inches past the splice tool and wrapped around the other wire for at

least six turns in opposite directions. After the tool is removed, the space occupied by it shall be closed by pulling the ends together. The unused ends of the wire shall be cut close to make a neat, workmanlike job.

- 4.7 Existing Fence Connections.** Wherever the new fence joins an existing fence, either at a corner or at the intersection of straight fence lines, a corner post or anchor post shall be set at the junction and braced and anchored the same as herein described for corner posts.

If the connection is made at other than the corner of the new fence, the last span of the old fence shall contain a brace span.

- 4.8 Gates.** See the gate schedule in the drawings for location, size and description of proposed gate work where new gates are required. Gates will typically be cantilever type roller gates. The Contractor shall submit shop drawings of the gate and assembly for pre-approval by the Engineer prior to bid openings. The gate and assembly shall meet the following general requirements: Gates shall be of the double gate type with a combined clear opening of 30 feet. Roller assembly shall be of a type designed to support the gate without ground rollers. Rollers shall be mounted on steel gatepost with a minimum diameter of 4 inches. Gatepost shall be placed in 12" diameter post holes excavated to a minimum depth of 48 inches. Gatepost shall be embedded in a hole a minimum of 36" with the remainder of the hole being filled with Class B concrete. The gate frame shall be constructed of galvanized steel pipe with a minimum diameter of 2 inches for exterior member and 1-5/8 inches for internal braces. The size of the gate frame shall be approximately 3'-6" x 22'-0". The gate barrier wire shall be NE 6 gauge 2" wire. The gate shall be installed with a lock assemble located at the center of the 30 foot opening. The lock assemble shall provide lateral support and be doveled into concrete at mid-opening and shall not obstruct traffic when the gate is open.

- 5.0 Basis of Payment.** Payment for the above described work including all materials (wire, posts, gates, etc.), equipment, labor and any other incidental work necessary to complete the item shall be considered as completely covered in pay items:

607-99.03, 4-Strand Wire Fence, per linear foot

T. **PEDESTRIAN FENCING**

- 1.0 Description.** This specifications covers the furnishing and installation of Pedestrian Fencing as shown in the plans or as directed by the Engineer.

**2.0 Quality Assurance**

A. Referenced Standards:

1. ASTM International (ASTM):

- a. A47, Ferritic Malleable Iron Castings.
- b. A48, Gray Iron Castings.
- c. A153, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- d. A242, High-Strength Low-Alloy Structural Steel.
- e. A500, Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
- f. A510, General Requirements for Wire Rods and Coarse Round Wire, Carbon Steel.
- g. A588, High-Strength Low-Alloy Structural Steel with 50 ksi Minimum Yield Point to 4-in. Thick.
- h. A1011, Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.

- i. F626, Standard Specification for Fence Fittings.
  - j. F900, Standard Specification for Industrial and Commercial Swing Gates.
  - k. F2589 – Ornamental Fences Employing Steel Tubular Pickets.
  - l. F2814 – Standard Guide for Design and Construction of Ornamental Steel Picket Fence Systems for Security Purposes.
- 2. American Welding Society (AWS).
  - a. D1.1, Structural Welding Code – Steel.
- 3. Building Hardware Manufacturer’s Association
  - a. A156.1, American National Standard for Butts and Hinges.
- 4. Institute of Electrical and Electronics Engineers
  - a. C2, National Electrical Safety Code.
  - b. 81, Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Potentials of a Ground System.
- 5. National Association of Architectural Metal Manufacturers
  - a. MBG 531, Metal Bar Grating Manual.
- 6. National Fire Protection Association (NFPA)
  - a. 70, National Electrical Code (NEC).
- 7. National Ornamental and Miscellaneous Metals Association
- 8. Underwriters Laboratories, Inc. (UL).
  - a. 325, Standard for Door, Drapery, Gate, Louver, and Window Operators and Systems
  - b. 467, Grounding and Bonding Equipment.
- B. Qualifications:
  - 1. Installer shall have a minimum three (3) years experience installing similar fencing.
  - 2. Installer shall be fabricator of products.
  - 3. Utilize only AWS certified welders.
    - a. Qualify procedures and personnel according to AWS D1.1/D1.1M, “Structural Welding Code – Steel.”

### 3.0 DEFINITIONS

- 3.1.1 NPS: Nominal pipe size, in inches.
- 3.1.2 Installer or Applicator:
  - 3.1.2.1 Installer or applicator is the person actually installing or applying the product in the field at the Project site.
  - 3.1.2.2 Installer and applicator are synonymous.

### 4.0 SUBMITTALS

- 4.1.1 Shop Drawings:
  - 4.1.1.1 Product technical data including:
    - 4.1.1.1.1 Acknowledgement that products submitted meets requirements of standards referenced.
    - 4.1.1.1.2 Two (2) copies of Manufacturer's installation instructions.
  - 4.1.1.2 Scaled plan layout showing spacing of components, accessories, fittings, and post anchorage.
  - 4.1.1.3 Scaled shop drawings for gates include plans, elevations, sections, details, and attachments to other work.
    - 4.1.1.3.1 Showing connections to adjacent construction, range of travel, and mechanical connections to fence.
    - 4.1.1.3.2 Show size and location of concrete mounting pad.
  - 4.1.1.4 Mill certificates.
  - 4.1.1.5 Product Test Reports:
    - 4.1.1.5.1 Based on evaluation of comprehensive tests performed by a qualified testing agency, for decorative metallic-coated steel tubular picket fences, including finish, indicating compliance with referenced standard.
  - 4.1.1.6 Welding certificates.

4.1.1.7 Source quality control test results.

**4.1.2 Operation and Maintenance Manuals:**

4.1.2.1 Furnish manufacturer's installation, operation and maintenance manuals, bulletins, and spare parts lists.

4.1.2.2 Furnish a complete Operation and Maintenance Support and Service plan which documents service for the equipment.

**4.2 DELIVERY, STORAGE, AND HANDLING**

4.2.1 Deliver materials and products in labeled packages. Store and handle in strict accordance with manufacturer's instructions.

4.2.2 Upon receipt at jobsite, check materials to ensure no damage occurred during shipping or handling.

4.2.3 Store materials in a manner to protect against damage due to construction operations.

**4.3 PROJECT CONDITIONS**

4.3.1 Field verify all dimensions prior to fabrication of fence system; panels and gates.

**4.3.2 Warranty**

4.3.2.1 Provide warranty against defects in material and workmanship for a period of one (1) year after end of correction period defined in the current General Conditions.

4.3.2.2 Any equipment found to be defective within the first 12 months of service shall be replaced by the manufacturer with new equipment at no cost to the City.

**4.4 ACCEPTABLE MANUFACTURERS**

4.4.1 The following manufacturers are acceptable:

4.4.1.1 Ameristar Fence Products.

4.4.1.2 Iron Eagle Industries, Inc.

4.4.1.3 Master Halco.

4.4.1.4 Merchants Metal; a division of MMI Products, Inc.

4.4.1.5 Payne Fence Products; a division of Payne Metal Works, Inc.

4.4.1.6 Xcel Fence.

4.4.1.7 Or equal.

**4.5 COMPONENTS**

**4.5.1 Steel and Iron**

4.5.1.1 Plates, Shapes, and Bars: ASTM A588/A242.

4.5.1.2 Bars (Pickets): Hot-rolled, carbon steel complying with ASTM A588/A242.

4.5.1.3 Tubing: ASTM A500, cold formed steel tubing.

4.5.1.4 Bar Grating: NAAMM MBG 531.

4.5.1.4.1 Bars: Hot-rolled steel strip, ASTM A1011/A1011M, Commercial Steel, Type B.

4.5.1.4.2 Wire Rods: ASTM A510 (ASTM A510M).

4.5.1.5 Castings:

4.5.1.5.1 Either gray or malleable iron unless otherwise indicated. Gray Iron per ASTM A48/A48M, Class 30. Malleable Iron per ASTM A47/A47M.

4.5.1.6 Painting and Protective Coatings:

**4.5.1.6.1** Powder Coating.

**4.5.1.6.2** Color to be selected by Owner. Contractor shall coordinate color selection with Owner.

#### **4.5.2 Decorative Tubular Picket Fences**

**4.5.2.1** Design:

**4.5.2.1.1** Pressed point (spear shape) security fence, curved outward.

**4.5.2.2** Nominal Height: 72 inches (72”), 6 feet (6’).

**4.5.2.2.1** Straight-run height: 72 inches (72”), 6 feet (6’).

**4.5.2.3** Comply with ASTM F2589 and A588/A242, for industrial application (class) unless otherwise indicated.

**4.5.2.4** Interior surface of tubes formed from uncoated steel sheet shall be hot dip zinc coated.

**4.5.2.5** Posts:

#### **4.5.2.5.1 End and Corner Posts:**

Square tubes, 3 by 3 inches (76 by 76 mm) formed from 0.105-inch (2.66 mm) nominal-thickness, 12 GA, sheet.

**4.5.2.6** Post Caps:

**4.5.2.6.1** Pre-fabricated per manufacturer.

**4.5.2.7** Pickets:

**4.5.2.7.1** Square tubes.

**4.5.2.7.2** Size:

**4.5.2.7.2.1** 1 inch by 1 inch (0.25 by 0.25-mm).

**4.5.2.7.2.2** Minimum wall thickness: 12 GA tubing.

**4.5.2.7.3** Picket Spacing: 4 inches.

**4.5.2.8** Fasteners: Manufacturer’s standard tamperproof, corrosion-resistant, color-coated fasteners matching fence components with resilient polymer washers.

### **4.6 FABRICATION**

**4.6.1** Pickets, rails, and posts shall be precut to specified lengths.

**4.6.1.1** Rails shall be pre-punched to accept pickets.

**4.6.2** Completed sub-assemblies (i.e., panel sections) shall be capable of supporting a 600 LBS load applied at mid-span without permanent deformation.

**4.6.2.1** Panels shall be bias able to a 25% change in grade.

<b>Post Size (O.D.)</b>	<b>Line Posts</b>	<b>Corner &amp; Terminal Posts Gate Posts Gates Width &lt; 4 FT Gates Width &gt; 4 FT but less than 8 FT,</b>
2-1/2”, 3”, 4”, > 4”	10”, 12”, 16” all 4x Post O.D.	12”, 15”, 18”, 5x Post O.D. 20”, 24” 6x Post O.D.

### **4.7 SOURCE QUALITY CONTROL**

**4.7.1** Test related fence construction materials to meet the following standards:

**4.7.1.1** Posts and rails: ASTM F1043, Heavy Industrial.

### **4.8 PREPARATION**

**4.8.1** Stake locations of fence lines, gates, and terminal posts.

- 4.8.1.1** Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

#### **4.9 INSTALLATION**

- 4.9.1** Install in accordance with the Manufacturer's instructions. Lines and grades shown on detail drawing with posts plumb and vertical.
- 4.9.2** Do not start fence installation before final grading is complete and finish elevations are established.
- 4.9.3** Attach rails to posts by welding.
- a. Align rails in a consistent manner.
  - b. Place fence such that bottom of rails are two inches (2") above finished grade.
- 4.9.4** Space line posts at equal intervals not exceeding 8 feet OC.
- 4.9.5** Install post cap top at each post.

#### **4.10 FIELD QUALITY CONTROL**

- 4.10.1** Field Tolerances:
- 4.10.1.1** Post to post spacing:  $\pm 1/2"$
  - 4.10.1.2** Plumbness of Posts:  $\pm 1/8"$
  - 4.10.1.3** Visual Alignment of Posts and rails: Fencing which is visibly misaligned will not be accepted, and shall be corrected.
  - 4.10.1.4** Consistency of picket alignment:  $\pm 1/8"$

**6.0 Basis of Payment.** Payment to provide pedestrian fencing shall be considered completely covered by contract unit price for:

Pay Item Number	Type / Description	Unit
607-99.03	Pedestrian Fencing	Linear Feet

# **FHWA FORM 1273**



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

#### **8. Reasonable Accommodation for Applicants /**

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

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

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

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

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

#### **10. Assurances Required:**

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 (29 CFR 5.5)**

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 (29 CFR 5.5)**

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)**

##### **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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.

**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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

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**

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance



with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

#### **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:

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

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

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

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

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

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

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

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

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

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

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

**STATE WAGE RATES**

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 29

Section 039  
**GREENE COUNTY**

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

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
GREENE County

Section 039

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$32.85
Boilermaker	\$29.20*
Bricklayer	\$50.58
Carpenter	\$45.61
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$38.00
Plasterer	
Communications Technician	\$27.82
Electrician (Inside Wireman)	\$46.27
Electrician Outside Lineman	\$29.20*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$29.20*
Glazier	\$40.53
Ironworker	\$63.40
Laborer	\$38.31
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$46.95
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$42.14
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.40
Plumber	\$49.22
Pipe Fitter	
Roofer	\$40.77
Sheet Metal Worker	\$48.70
Sprinkler Fitter	\$62.37
Truck Driver	\$29.20*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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



Heavy Construction Rates for  
GREENE County

## Section 039

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$50.57
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$29.20*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$41.69
General Laborer	
Skilled Laborer	
Operating Engineer	\$48.05
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$46.10
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

## **OVERTIME and HOLIDAYS**

### **OVERTIME**

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

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

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

### **HOLIDAYS**

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

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

**FEDERAL WAGE RATES**

"General Decision Number: MO20220001 12/23/2022

Superseded General Decision Number: MO20210001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

## HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/04/2022
3	02/18/2022
4	02/25/2022
5	03/04/2022
6	04/01/2022
7	04/08/2022
8	04/22/2022
9	05/06/2022
10	05/27/2022
11	06/03/2022
12	06/10/2022
13	06/17/2022
14	07/29/2022
15	08/05/2022
16	09/02/2022
17	12/23/2022

CARP0002-002 05/01/2022

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 39.94	19.50
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CARP0005-006 05/01/2021

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

Rates	Fringes
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## Carpenters:

CARPENTERS & LATHERS.....	\$ 41.37	18.90
MILLWRIGHTS & PILEDRIVERS...	\$ 41.37	18.90

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 CARP0011-001 05/01/2022

Rates	Fringes
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## 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.....	\$ 34.06	19.20
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 32.43	19.20
AUDRAIN (East of Hwy. 19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 34.07	19.20
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	\$ 32.00	19.20
BENTON, MORGAN AND PETTIS...	\$ 32.48	19.20
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 33.90	19.20
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 33.20	19.20
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 32.77	19.20
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES,		

MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	\$ 33.89	19.20
FRANKLIN COUNTY.....	\$ 37.59	19.20
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 39.94	19.50
LINCOLN COUNTY.....	\$ 35.91	19.20
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 34.74	19.20
WARREN COUNTY.....	\$ 36.38	19.20

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\* ELEC0001-002 07/17/2022

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.....	\$ 43.56	29.10

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\* ELEC0002-001 09/04/2022

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

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 44.16	23.14
Groundman & Truck Driver....	\$ 33.74	19.34
Lineman & Cable Splicer.....	\$ 51.45	25.81

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ELEC0053-004 08/01/2021

	Rates	Fringes
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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.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

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

Groundman Powderman.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

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ELEC0095-001 06/01/2020

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

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 27.43	17.44

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ELEC0124-007 09/28/2021

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

	Rates	Fringes
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Electricians.....\$ 41.79        23.67  
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ELEC0257-003 03/01/2021

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

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 34.60	16.38

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\* ELEC0350-002 12/01/2022

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.....	\$ 35.50	19.94

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ELEC0453-001 09/01/2020

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

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ELEC0545-003 06/01/2022

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

	Rates	Fringes
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Electricians:.....\$ 36.00      16.39

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ELEC0702-004 12/30/2019

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

Rates      Fringes

Line Construction:

Groundman - Class A.....	\$ 30.31	29% + 7.75
Groundman-Equipment Operator Class II (all other equipment).....	\$ 38.46	29% + 7.75
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 43.88	29% + 7.75
Lineman.....	\$ 53.51	29% + 7.75

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ENGI0101-001 05/01/2020

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

Rates      Fringes

Power equipment operators:

GROUP 1.....	\$ 34.73	18.20
GROUP 2.....	\$ 34.33	18.20
GROUP 3.....	\$ 32.33	18.20

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and  
spreader; asphalt plant operator; auto grader or trimmer or  
sub-grader; backhoe; blade operator (all types); boilers -  
2; booster pump on dredge; bulldozer operator; boring  
machine (truck or crane mounted); clamshell operator;  
concrete mixer paver; concrete plant operator; concrete  
pump operator; crane operator; derrick or derrick trucks;  
ditching machine; dragline operator; dredge engineman;

dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard gauge); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

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

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

#### HOURLY PREMIUMS:

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

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

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .75) ABOVE

GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

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ENGI0101-005 04/01/2022

CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.42	20.44
GROUP 2.....	\$ 37.38	20.44
GROUP 3.....	\$ 32.91	20.44
GROUP 4.....	\$ 36.26	20.44

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.

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ENGI0101-022 05/01/2019

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.72	14.88
GROUP 2.....	\$ 31.37	14.88
GROUP 3.....	\$ 31.17	14.88
GROUP 4.....	\$ 29.12	14.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard gauge; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

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

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

#### HOURLY PREMIUMS:

The following classifications shall receive \$ .25 above GROUP

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

The following classifications shall receive \$ .50 above GROUP 1 rate:  
Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$ .75 above GROUP 1 rate:  
Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

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ENGI0513-004 05/05/2022

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.36	28.93
GROUP 2.....	\$ 38.36	28.93
GROUP 3.....	\$ 37.06	28.93
GROUP 4.....	\$ 36.61	28.93

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine,

Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not self-propelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck



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

GROUP 4: Crane type

HOURLY PREMIUMS:

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

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ENGI0513-006 05/01/2022

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.....	\$ 33.24	28.75
GROUP 2.....	\$ 32.89	28.75
GROUP 3.....	\$ 32.69	28.75
GROUP 4.....	\$ 29.04	28.75

## 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; quad-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; roter; 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 machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

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

FOOTNOTE: HOURLY PREMIUMS

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

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ENGI0513-007 05/05/2022

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.36	28.93
GROUP 2.....	\$ 38.36	28.93
GROUP 3.....	\$ 37.06	28.93
GROUP 4.....	\$ 36.61	28.93

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

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

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

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

#### HOURLY PREMIUMS:

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

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IRON0010-012 04/01/2022

Rates      Fringes

#### Ironworkers:

ANDREW, BARTON, BENTON,  
CAMDEN, CEDAR, CHARITON,  
CHRISTIAN, COOPER, DADE,  
DALLAS, DAVIESS, DE KALB,  
GENTRY, GREENE, GRUNDY,  
HARRISON, HICKORY, HOLT,  
HOWARD, LACLEDE, LINN,

LIVINGSTON, MERCER,  
MONITEAU, MORGAN, NODAWAY,  
PETTIS, POLK, PUTNAM,  
RANDLOPH, ST. CLAIR,  
SULLIVAN, TANEY, VERNON,  
WEBSTER, WRIGHT and WORTH  
Counties and portions of  
ADAIR, BOONE, MACON,  
MILLER and RANDOLPH  
Counties.....\$ 32.50            32.68  
ATCHISON, BATES, BUCHANAN,  
CALDWELL, CARROLL, CASS,  
CLAY, CLINTON, HENRY,  
JACKSON, JOHNSON,  
LAFAYETTE, PETTIS, PLATTE,  
SALINE, AND RAY COUNTIES....\$ 35.50            32.68

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IRON0321-002 08/01/2022

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 23.50	19.96
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IRON0396-004 08/04/2021		

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.....	\$ 36.71	28.96
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IRON0396-009 08/04/2021		

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.....	\$ 32.24	28.96

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IRON0577-005 06/01/2022

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

	Rates	Fringes
Ironworker.....	\$ 28.80	25.05

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IRON0584-004 06/01/2022

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

	Rates	Fringes
Ironworkers:.....	\$ 28.00	16.00

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IRON0782-003 08/01/2022

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.....	\$ 35.13	28.27
All Other Work.....	\$ 30.73	24.12

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LABO0042-003 03/02/2022

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 35.80	16.77

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LABO0042-005 03/02/2022

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	\$ 35.80	16.77
Laborers, Flaggers.....	\$ 35.80	16.77
Wrecking.....	\$ 35.80	16.77

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LABO0110-005 05/01/2022

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1.....	\$ 34.49	15.42
GROUP 2.....	\$ 35.09	15.42
LABORER (Washington County)		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

#### 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 nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment 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; stringline 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 05/01/2022

	Rates	Fringes
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LABORER (ANDREW, ATCHISON,  
BUCHANAN, CALDWELL, CLINTON,  
DAVIESS, DEKALB, GENTRY,  
GRUNDY, HARRISON, HOLT,  
LIVINGSTON, MERCER, NODAWAY  
and WORTH COUNTIES.)

GROUP 1.....	\$ 28.29	16.34
GROUP 2.....	\$ 28.64	16.34

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.....	\$ 27.28	15.55
GROUP 2.....	\$ 27.83	15.55

LABORER (LAFAYETTE COUNTY)

GROUP 1.....	\$ 28.83	15.80
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GROUP 2.....\$ 29.18            15.80

LABORERS CLASSIFICATIONS

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

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzle men; 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.

Clark, Knox, Lewis, Marion, Pike, Ralls, Scotland, Shelby  
Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower 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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LABO0660-006 06/01/2022

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 35.91	15.42

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LABO0662-001 05/01/2022

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower 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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LABO0663-002 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 33.05	16.81
GROUP 2.....	\$ 34.26	16.81

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 nozzle man, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

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

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LABO0840-011 05/01/2022

Crawford, Dent, Franklin, Gasconade, Howell, Maries, Oregon,  
Osage, Phelps, Pulaski, Shannon and Texas Counties

Rates      Fringes

LABORER (Crawford, Dent,  
Gasconade, Howell, Maries,  
Oregon, Osage, Phelps,  
Pulaski, Shannon and Texas  
Counties)

GROUP 1.....\$ 32.10      15.42

GROUP 2.....\$ 32.10      15.42

LABORER (Franklin County)

GROUP 1.....\$ 34.44      15.42

GROUP 2.....\$ 35.04      15.42

#### LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment 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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LABO0955-012 05/01/2022

Adair, Audrain, Boone, Chariton, Cooper, Howard, Linn, Macon, Monroe, Putnam, Randolph, Schuyler and Sullivan Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

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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LABO1104-005 05/01/2022

Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, Scott, St Francois, Ste Genevieve, Stoddard and Wayne Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

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; toppler 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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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

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PAIN0002-006 04/01/2020

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

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

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PAIN0003-004 04/01/2019

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

	Rates	Fringes
Painters:		

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 33.41	17.76
Brush & Roller.....	\$ 30.54	17.76
Drywall.....	\$ 31.74	17.76
Paper Hanger.....	\$ 31.04	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...	\$ 32.41	17.76
Steeplejack.....	\$ 36.98	17.76

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PAIN0003-011 04/01/2019

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

Rates      Fringes

Painters:

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

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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

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PAIN1185-008 04/01/2022

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

Rates      Fringes

Painters:

Brush and Roller.....	\$ 31.28	14.58
Floor Work.....	\$ 32.28	14.58
Lead Abatement.....	\$ 32.28	14.58
Spray.....	\$ 32.28	14.58
Structural Steel, Sandblasting and All Tank Work.....	\$ 33.28	14.58
Taping, Paperhanging.....	\$ 32.28	14.58

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\* PAIN1292-002 09/01/2022

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.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 31.58	15.36

Height Rates (All Areas):

Over 60 ft. \$0.50 per hour.

Under 60 ft. \$0.25 per hour.

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\* PAIN1292-003 09/01/2022

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 31.58	15.36

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

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\* PAIN2012-001 04/20/2022

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

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 33.35	18.73
Sandblaster.....	\$ 37.27	18.73
Steeplejack.....	\$ 40.84	18.73

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PLAS0518-006 03/01/2022

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...	\$ 25.77	12.43

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PLAS0518-007 04/01/2022

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

	Rates	Fringes
Cement Masons:.....	\$ 35.12	18.30

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PLAS0518-011 04/01/2022

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.93	20.50

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PLAS0527-001 04/01/2021

	Rates	Fringes
CEMENT MASON FRANKLIN, LINCOLN AND WARREN COUNTIES.....	\$ 34.79	19.58
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....	\$ 35.96	19.56

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PLAS0527-004 06/01/2021

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

	Rates	Fringes
CEMENT MASON.....	\$ 30.30	19.48

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PLAS0908-001 05/01/2021

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

	Rates	Fringes
CEMENT MASON.....	\$ 30.30	17.53

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PLAS0908-005 05/01/2021

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,  
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,

## MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS &amp; SALINE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 30.30	17.53
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PLUM0008-003 06/01/2022		

## CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 51.28	23.29
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PLUM0008-017 06/01/2022		

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

	Rates	Fringes
Plumbers.....	\$ 51.28	23.29
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* PLUM0045-003 08/01/2022		

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 41.35	25.45
-----		
* PLUM0178-003 11/01/2022		

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.75	15.32
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* PLUM0178-006 11/01/2022		



## BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects \$750,000 & under...	\$ 32.78	15.32
Projects over \$750,000.....	\$ 35.75	15.32

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 PLUM0533-004 06/01/2022

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

	Rates	Fringes
Pipefitters.....	\$ 51.43	23.35

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 PLUM0562-004 07/01/2022

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.....	\$ 44.66	21.49
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....	\$ 44.66	21.49

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 PLUM0562-016 07/01/2022

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.....	\$ 44.66	21.49
Mechanical Contracts including all piping and temperature control work over \$7.0 million.....	\$ 44.66	21.49
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TEAM0013-001 05/01/2022		

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	\$ 32.44	14.75
GROUP 2.....	\$ 32.60	14.75
GROUP 3.....	\$ 32.59	14.75
GROUP 4.....	\$ 32.71	14.75
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1.....	\$ 33.17	14.75
GROUP 2.....	\$ 33.33	14.75
GROUP 3.....	\$ 33.32	14.75
GROUP 4.....	\$ 33.44	14.75
Truck drivers (FRANKLIN,		

JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1.....	\$ 35.53	14.75
GROUP 2.....	\$ 35.64	14.75
GROUP 3.....	\$ 35.68	14.75
GROUP 4.....	\$ 35.75	14.75
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1.....	\$ 35.18	14.75
GROUP 2.....	\$ 34.29	14.75
GROUP 3.....	\$ 35.33	14.75
GROUP 4.....	\$ 34.40	14.75

TRUCK DRIVERS CLASSIFICATIONS:

- GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon, Single Axle
- GROUP 2: Agitator and Transit Mix Trucks
- GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem Axle
- GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

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TEAM0056-001 05/01/2020

Rates	Fringes
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Truck drivers (ANDREW,  
BARTON, BATES, BENTON,  
CALDWELL, CAMDEN, CARROLL,  
CEDAR, CHARITON, CHRISTIAN,  
CLINTON, COOPER, DADE,  
DALLAS, DAVIESS, DEKALB,  
DOUGLAS, GREENE, HENRY,  
HICKORY, HOWARD, JASPER,  
LACLEDE, LAWRENCE, LINN,  
LIVINGSTON, MONITEAU, MORGAN,  
NEWTON, PETTIS, POLK,  
RANDOLPH, ST. CLAIR, SALINE,

VERNON, WEBSTER AND WRIGHT  
COUNTIES)

GROUP 1.....	\$ 31.37	14.25
GROUP 2.....	\$ 31.53	14.25
GROUP 3.....	\$ 31.52	14.25
GROUP 4.....	\$ 31.64	14.25

Truck drivers: (ATCHISON,  
BARRY, GENTRY, GRUNDY,  
HARRISON, HOLT, MCDONALD,  
MERCER, NODAWAY, OZARK,  
STONE, SULLIVAN, TANEY AND  
WORTH COUNTIES)

GROUP 1.....	\$ 30.64	14.25
GROUP 2.....	\$ 30.80	14.25
GROUP 3.....	\$ 30.79	14.25
GROUP 4.....	\$ 30.91	14.25

Truck drivers; (BUCHANAN,  
JOHNSON AND LAFAYETTE  
COUNTIES)

GROUP 1.....	\$ 32.58	14.25
GROUP 2.....	\$ 32.69	14.25
GROUP 3.....	\$ 32.73	14.25
GROUP 4.....	\$ 32.80	14.25

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Agitator and transit mix-trucks.

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

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

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TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS,  
GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD,  
MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE,

## TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Truck drivers:		
Traffic Control Service		
Driver.....	\$ 20.45	0.00

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

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TEAM0541-001 04/01/2022

## CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 34.71	16.75
GROUP 2.....	\$ 34.14	16.75
GROUP 3.....	\$ 33.62	16.75

## 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

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TEAM0682-002 05/01/2017

## ST LOUIS CITY AND COUNTY

	Rates	Fringes
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## Truck drivers:

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

a. PENSION: 5/1/2012 - \$182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

## TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

## FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

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

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

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

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

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

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

### Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

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

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

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union



average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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 DECISIO"

# **ENVIRONMENTAL PERMITS**

This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 12/05/2022  
Completed By: Kyleen Kelly

## Request for Environmental Review Form#:2022-11-00070

☐ Alternative Project Delivery Method (such as Design/Build)

### ~Project Information

Prefix:	STBG	Project Number:	5901822	Bridge Number:	NA
District:	Southwest	County:	GREENE	Sponsor:	Ozarks Transportation Organization
				Sponsor Email:	jstevenson@ozarks
TIP Number:	EN220 22	Rte/Street:	2208 W. Chesterfield Blvd		
MoDOT Job Number:		TIGER Grant Funds:	None	Is this project on or adjacent to MoDOT Right of Way:	No
Location/Stream Crossing :	MULTI-USE TRAIL NEAR LAKE SPRINGFIELD				
TMS Project Description - termini (no stations):	OTO, GREENE CO, CONSTRUCTION OF CHADWICK FLYER PHASE III NEAR LAKE SPRINGFIELD.				
Describe RER project improvements in full detail:	<p>This project, known as Chadwick Flyer Phase III, will construct another small portion of the overall planned Chadwick Flyer Rail Trail, which is an important part of the Springfield, MO region's multi-use trail system and has been on the minds of planners in this region for decades. The overall Chadwick Flyer Rail Trail has much support in the region, including the Cities of Springfield and Ozark. The Chadwick Flyer Rail Trail, once completed, will connect Downtown Springfield, MO with the Ozark Community Center and Finley River Greenway in Ozark, MO. The City of Springfield currently shows this trail as part of their comprehensive plan and is currently working with the Burlington Northern Santa Fe (BNSF) Railroad to have them abandon and donate an approximately 5-mile section of rail for the trail from East Sunshine Street just west of US 65, to the south near Lake Springfield. The completion of the overall trail is also supported by Ozark Greenways Inc. and an established grass roots organization in Christian County. Small sections of the overall trail have already been completed with new development in Ozark. Currently, another section has been funded and is in the beginning phases of project development by the City of Ozark (from Clay to Jackson Street). The completion of the Chadwick Flyer Phase III project would add another section to the overall Chadwick Flyer Rail Trail, and to the region's multi-use trail system. The overall objective of the Chadwick Flyer Phase III project is to construct a ten-foot-wide multi-use trail across property owned by the City Utilities of Springfield, MO (CU) as part of the Springfield area multi-use trail system. The trail will be located on or near an abandoned BNSF railroad bed owned by CU near Lake Springfield. This improvement will include demolition of the existing railroad where necessary. The engineering services provided will help determine the location of the trail across CU's property in terms of on the abandoned railroad bed, on abandoned Crenshaw Road, or a portion of each thereof. The engineering services will also help determine the limits of the trail that will lie mostly in Greene County but may also extend a short distance into Christian County. There are no roadway bridges located in the project footprint. However, there is one railroad overpass bridge over Crenshaw Road that will be affected. If it is determined that the trail will be located on Crenshaw Road at this railroad overpass bridge, the bridge will be demolished so that it does not become a possible safety liability for CU. The project sponsor, the Ozarks Transportation Organization (OTO) will manage the project from initiation to completed construction. The trail will be constructed on abandoned rail line and/or on the closed Crenshaw Road owned by CU. The property will remain in CU ownership under a License agreement with Ozarks Greenways, Inc upon completion of construction. Ozarks Greenways, Inc will maintain the trail. UPDATE 9/9/22: No additional ROW or easement is anticipated. All work is being done within existing CU ROW/Property. Up to 0.75 acre of tree clearing may be necessary.</p>				
District Liaison:	Garrett Evans - 417-872-2224			Contact:	None selected
Email:	Garrett.Evans@modot.mo.gov			Email:	
Contact:	None selected			Contact:	None selected
Email:				Email:	
Date Desired:	12/24/2021			Submit Date:	11/24/2021

Desired A-Date:	12/24/2021		
Responsible Individual:	JD Stevenson - (11/24/2021 11:23:53 AM) - 417-865-3042		Submitted By: JD Stevenson - (11/24/2021 12:00:00 AM) - 417-865-3042

**Existing Condition**

ADT:	NA - Trail Project	Speed Limit:	NA - Trail Project
Number of Travel Lanes:	NA - Trail Project	Lane Width:	NA - Trail Project
Shoulder Width:	NA - Trail Project	Curb and Gutter:	No
Bridge width, measured from gutterline to gutterline:	NA - Trail Project	Sidewalks:	None

**Proposed Design Improvement**

ADT:	NA - Trail	Speed Limit:	NA	Design Speed:	NA - Trail
Number of Travel Lanes:	NA - Trail Project	Lane Width:	NA - Trail Project	Curb and Gutter:	No
Shoulder Width:	NA - Trail Project	Sidewalks:	None	Roadway length:	NA - Trail Project
Bridge width, measured from gutterline to gutterline:	NA - Trail Project	Drainage District (If Applicable):	Choose One...	Right of Way:	N/A
Bridge Length:	NA - Trail Project				
Railroad Crossing	No				

**Program Year:**

Preliminary Engineering:	2022
Construction:	2022
Has the sponsor documented that the project has: 1. Independent utility, 2. Logical termini, and 3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?:	<input checked="" type="radio"/> Yes <input type="radio"/> No


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☒ Project breakout from previous or larger project? *If checked explain:*  
This is a small section of the overall Chadwick Flyer Rail Trail from Downtown Springfield, MO to the Ozark Community Center


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**Acres - From all sources (e.g. donated from public or private entities):**

<b>Additional R/W (acres):</b>	0	<b>Temp Easement (acres):</b>	0	<b>Permanent Easement (acres):</b>	0
ROW may be needed, but, not yet determined?	No				
Is ANY Federally-owned land impacted by the project?	<input type="radio"/> Yes <input checked="" type="radio"/> No				


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**Land Disturbance:**

Will project involve 1 acre or more:	Unknown	<b>Acres of Tree Clearing:</b>	0.75 acres
DO NOT CLEAR TREES W/O MODOT'S PRIOR WRITTEN APPROVAL.			


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**Number of Displacements(do not include partial takes that do not displace):**

Residential:	<input type="radio"/> Yes <input checked="" type="radio"/> No	Commercial:	<input type="radio"/> Yes <input checked="" type="radio"/> No
No. of People:	Residences:	No. of Employees:	Businesses: Ozar Trans Orga


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### Any Public Involvement planned or completed:

Public involvement plan will be added later. UPDATE 8/11/22: The public has been made aware of and had the opportunity to comment on the project through regular scheduled OTO Transportation Planning Committee and Board of Director meetings which are open to the public and for comments. In addition, the project is listed in the TIP which is available at OTO's website and undergoes a public involvement period. OTO also has a button ("Give us your input") on their website (<https://www.ozarkstransportation.org/>) to provide comments at any time. An open house is planned to be held on October 18, 2022. UPDATE 11/2/22: The planned 10/18/22 meeting is rescheduled for 11/15/22. No meeting is required; however, we are holding a public meeting for the project and Chadwick Flyer Trail corridor as a whole.

### Average Daily Traffic:

ADT Construction Year: NA - Trail Project

ADT Design Year: NA - Trail Project

### Traffic Impacts:

Road Closure Planned: ☐ Yes ☒ No

Days/Months Closed:

Bridge Closure Planned: ☐ Yes ☒ No

Detour > 25 mi rural  
(including local roads) ☐ Yes ☒ No

Detour > 5 mi urban  
(including local roads,  
census defined urban) ☐ Yes ☒ No

Detour Info:

### Bicycle / Pedestrian Consideration

Pedestrian facilities  
considered: Yes

Bicycle facilities  
considered: Yes

### National Flood Insurance Program (NFIP) and Hydraulic Design Data:

☐ Project is in a FEMA-identified zone "subject to 100-year flooding": *If so, what zone?:*

Project is in a FEMA-defined "floodway" No

☐ Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)

*If checked, give details:*

Is ANY construction taking place on MoDOT owned property under this project?

☐ Yes ☒ No

☐ Is highway improvement located within 4 miles of an existing airport?

### Known Concerns: Provide information you have about these resources that you have observed in the area.

**Parkland:** No Public lands will be impacted by the project. There will be no impacts to Lake Springfield Park and Boathouse (0.27-mile north), Clay Henshaw Memorial Access (0.24-mile northwest) and Tailwaters Access (0.32-mile northwest)

**Wetland/404 Permit:** There are NWI wetland crossings (R4SBC) identified at the extreme north and south end of the rail line being converted to a trail. Because of the Zone A floodplains there will likely be the need for some sort of permit. UPDATE 9/9/22: A wetland investigation was completed on July 20, 2022. No wetland or streams were identified within the project limits. The report is attached.

**Land Disturbance / Stormwater:** Unknown - there will possibly be excavation at the areas where the trail may transition from the rail bed to the roadway bed and then back.

**Farmland:** None

Threatened & Endangered Species:	Possibly within the area are the Niangua Darter, Missouri Bladder Pod, Western prairie fringed Orchid, Gray bat, Indiana bat, and Northern Long-Eared Bat. Since the work on this trail will be on an existing RR line, none of these will likely be impacted in any way. Update 11/3/22: Trees would be cleared before November 2023. Currently Construction is planned to start in April 2023. All trees are expected to be cleared by May 2023 at the latest. All construction is anticipated to be complete before November 2023.
Migratory Birds: Are there birds nesting on the structure?	Unknown, There is one rail structure in this section of track that will be investigated for nests. UPDATE 9/9/22: no nests were observed on the structure during the onsite investigation on 7/20/22.
Hazardous Waste:	No potential sites were identified on the MoDNR ESTART website.
Cultural Resources:	None
LPA Comments:	The project sponsor, the Ozarks Transportation Organization (OTO) will manage the project from initiation to completed construction. The trail will be constructed on abandoned rail line and/or on the closed Crenshaw Road owned by CU. The property will remain in CU ownership under a License agreement with Ozarks Greenways, Inc upon completion of construction. Ozarks Greenways, Inc will maintain the trail. While the actual limits of the trail will be determined during preliminary engineering, the trail will be constructed somewhere between Rail Mileposts 248.86 and 250.83. This means there is a chance the final project limits will be extended slightly into Christian County.

#### Project Attachments:

**\*\*NOTE: If making updates to an attachment, please use a different filename than the original.**  
**\*\*The combined size of attachments in one upload must be less than 100MB**

**Attachments:**

✖Approved Floodplain Development Permit.pdf

✖Species List\_ Missouri Ecological Services Field Office\_2022-11-03.pdf

✖Section 106 Report - Chadwick Flyer Ph 3.pdf

✖T&E Assessment Chadwick Flyer PH 3\_rev 9-13-22.pdf

✖037MLT22-2466 nae.pdf

✖STBG-5901(822) Preliminary Tree Impacts.kmz

✖STBG 5901(822) - Chadwick Flyer Trail\_Revised Preliminary Plans.pdf

✖Water Resource Report - ChadwickFlyer3.pdf

✖T&E Assessment Chadwick Flyer PH 3.pdf

✖Chadwick Flyer Phase 3 ACM & LBP-signed.pdf

✖Draft Section 106 Report - Chadwick Flyer Ph 3.pdf

✖Chadwick flyer-AD-1006\_form.pdf

✖Stevenson\_GreeneChristian\_Transportation - CFP3 Trail.pdf

✖MDC - Mike Leahy response - 12-28-2021 -- Chadwick Flyer Phase 3 trail project in Greene and Christian Counties - ID Number -- #10158.txt

✖10158 -- MDC Heritage report - project\_report\_cfp3\_trail\_project\_44767\_45733\_FINAL.pdf

✖CFP3 trail project - Option 2 using roadway - Species List\_ Missouri Ecological Services Field Office.pdf

✖CFP3 trail project - Rail option - Species List\_ Missouri Ecological Services Field Office.pdf

✖City Utilities Map.docx

**Required Information to be attached for each RER stage:**

- Location map (county map, topographic map or aerial map) showing the project limits
- plan sheets
- KMZ files showing tree clearing limits and/or plans
- permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)

## RER Environmental Screenings



## Farmland Impact

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

01/27/2022

**Environmental Response:** UPDATE: The NRCS responded that the project contains prime farmland or farmland of statewide importance. Completion of the remainder of the form resulted in 122 total points, below the 160-point threshold. Therefore, the project site does not need to be given further consideration for protection and no additional sites need to be evaluated. INITIAL: The project is located on the edge of a designated urbanized area (Springfield, MO – 83953) and portions are outside the urbanized area. Any new rights of way or easements outside the urbanized area will be subject to the Farmland Protection Policy Act.

**LPA Action:** COMPLETE Complete Parts I & III of the attached Farmland Conversion Impact Rating Form AD-1006 and submit it along with the project description and map of the project area, including location of new right of way and/or permanent easements to the appropriate Area Resource Soil Scientist (ARSS) at the Natural Resources Conservation Service (NRCS). See the attached map of NRCS ARSS contacts for each region of the state. If NRCS determines the project site does not contain prime, unique, statewide or local important farmland, no further action is required. If the NRCS finds that the project site does contain prime or farmland of statewide or local importance, complete Part VI of the AD-1006 form, adding its point total to that of Part IV to achieve a cumulative point total for Part VII. If the cumulative point total does not exceed the 160-point threshold established by NRCS for the protection of farmland, no further action is required. If the cumulative point total exceeds 160 points, at least two alternative sites must be identified and considered for a project. If a suitable alternative site is found for a project and does not impact or has a reduced impact on prime, unique or statewide or local important farmland, the site must be seriously considered for the project. If alternative sites are determined unsuitable for the project, the LPA sponsor must identify why the sites are economically infeasible and/or logistically unreasonable. Once a site is chosen, record the recommended site or alternative site at the bottom of Part VII with justification for the selection. Submit the AD-1006 form to the NRCS for its records. Once the AD-1006 form and process are complete, upload the form to the RER for review by the environmental specialist.

**Attachments:**

✕ [Area Resource Soil Scientists NRCS\\_8-2021.pdf](#)

✕ [AD-1006\\_form.pdf](#)

☒ Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 1/27/2022 12:53:31 PM

## Floodplain/Regulatory Floodway

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

12/05/2022

**Environmental Response:** UPDATE 12/5/2022: An approved floodplain development permit has been uploaded to the RER. The permit, dated 12/2/2022, has been signed by Brock Rowe, Director of Building Development (City of Springfield, MO). Nothing further is required. INITIAL: According to the attached FEMA floodplain map, the project is in the 100-year floodplain. The project is not located in the regulatory floodway. Additionally, according to the attached page from FEMA's Community Status Book of National Flood Insurance Program (NFIP) memberships, the City of Springfield is a current member in the NFIP and has adopted a floodplain management ordinance including floodplain permitting requirements.

**LPA Action:** COMPLETE The city must issue a floodplain development permit for its project. Upload the approved permit once it is available.

**Attachments:**

✕ [NFIP\\_Springfield.pdf](#)

✕ [FEMA\\_Ozark Greenways Chadwick Flyer.PNG](#)

☒ Floodplain/Regulatory Floodway Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 12/5/2022 1:46:00 PM

## Land Disturbance / Stormwater

Status Information:

☒ N/A ☐ Possible Issues Noted

Clearance Date:

**Environmental Response:** If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1-acre or more requires a NDPES land disturbance permit from MDNR.

**LPA Action:** If the project will disturb 1-acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

**Attachments:**

☒ Land Disturbance / Stormwater Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 12/9/2021 3:33:30 PM

## ►FEMA/SEMA Buyout

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to the ArcMap GIS FEMA buyout layer, there are no flood buyout sites in the vicinity of the project area. The project will not result in development on any FEMA buyout properties.

LPA Action: None

### Attachments:

☒ FEMA/SEMA Buyout Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 12/9/2021 3:33:37 PM

## ►Socioeconomic Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: UPDATE 11/2/2022: The planned 10/18/22 meeting is rescheduled for 11/15/22. No ROW, permanent easements, or temporary easements are required for the project. The project does not require commercial or residential displacements and there are no road closures or detours associated with the project. There are no significant socioeconomic impacts associated with this project. Impacts will be temporary and limited to traffic disruptions, construction noise, and fugitive dust and emissions in the area of project construction. UPDATE 8/11/2022: The public has been made aware of and had the opportunity to comment on the project through regular scheduled OTO Transportation Planning Committee and Board of Director meetings which are open to the public and for comments. In addition, the project is listed in the TIP which is available at OTO's website and undergoes a public involvement period. OTO also has a button ("Give us your input") on their website (<https://www.ozarkstransportation.org/>) to provide comments at any time. An open house is planned to be held on October 18, 2022. INITIAL: The project does not require commercial or residential displacements. Road closures and detours will not be necessary during construction. Any new right of way and temporary or permanent easements will be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Additional information is required (see LPA Action).

LPA Action: Provide a copy of public comments received as part of the public involvement process, when available.

### Attachments:

☒ Socioeconomic Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 11/2/2022 4:22:21 PM

## ►Threatened & Endangered Species

Status Information:

☒ No Effect ☐ Pending ☐ Cleared

Clearance Date:

11/03/2022

Environmental Response: MoDOT has completed a TE review for the project (effects determination attached). The USFWS IPaC lists the following species for the project area: gray bat, Indiana bat, northern long-eared bat, tricolored bat (proposed endangered), Ozark cavefish, and Virginia sneezeweed. The follow-up MDC Level 3 report indicated nearby occurrences of two additional federally listed species, the Missouri bladderpod and alligator snapping turtle, and one federally protected species, bald eagle, which were not listed in the IPaC species list, but were considered in this evaluation. Additionally, the follow-up MDC report noted an occurrence of the state-ranked thelesperma near the project area, which was also considered here. The project does not involve any impacts to caves or bridges, and no wetlands or streams will be impacted by construction activities. Additionally, the project is not located within a known recharge area for the Ozark cavefish, and trees to be removed are not suitable summer roost trees for Indiana and northern long-eared bats. As the designated non-federal representative of FHWA for USFWS Section 7 ESA requirements, MoDOT has determined the project will have No Effect on the gray bat, Indiana bat, northern long-eared bat, Ozark cavefish, Virginia sneezeweed, and Missouri bladderpod. The project will not jeopardize the continued existence of the proposed tricolored bat or proposed alligator snapping turtle. The project will not impact the state-ranked thelesperma. Please refer to the attached effects determination document for detailed determinations for each of these species. The sponsor commits to completing all tree removal prior to Nov 2023, when the tricolored bat rule is anticipated to be finalized.

LPA Action: Sponsor commits to removing all trees prior to Nov 2023. If trees are not removed by Nov 2023, TE will need to be re-evaluated based on the final listing rule for tricolored bat. Notify MoDOT if tree removal cannot be completed before Nov 2023.

### Attachments:

✖ TE Complete - No Effect  
[Greene STBG-5901\(822\)  
Chadwick Flyer Trail Phase  
3.pdf](#)

✖ STBG-5901(822)\_MoDOT  
Effects  
[Determination\\_Greene\\_Chadwick  
Flyer Phase III\\_FINAL.pdf](#)

☒ Threatened & Endangered Species Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 11/3/2022 5:26:56 PM

## ► Migratory Birds

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: UPDATE: No nests were observed on the structure during the onsite investigation on 7/20/22, conducted by the sponsor's consultant. Based on the lack of nests, there are no concerns related to migratory birds and no conflicts with the MBTA. INITIAL: Swallows and other bird species protected by the Migratory Bird Treaty Act (MBTA) may be nesting under any bridges or other structures that will be demolished or otherwise impacted during this project. To comply with the MBTA, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

LPA Action: None.

### Attachments:

☒ Migratory Birds Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 11/2/2022 4:23:56 PM

## ► Hazardous Waste Impact

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

08/11/2022

Environmental Response: UPDATE 8/11/2022: The consultant has uploaded the asbestos and lead-based paint report for the railroad bridge associated with the project. Based on laboratory analysis, asbestos was not identified in any of the 9 samples of suspect ACM collected from the railroad bridge. The lead-based paint inspection identified LBP on the metal bridge girders and metal guard rails of the bridge. Lead based paint materials cannot be used as clean fill. MoDOT hazardous waste specialists recommend disposing of lead based paint materials in a licensed demolition, solid waste, or hazardous waste landfill. If there is any hydroblasting, grooving, milling or diamond grinding related to the project, residue and associated water must be prevented from being released to waterways or adjacent wetlands. INITIAL: According to the attached DNR E-START map, there are no Hazardous Substance Investigation and Cleanup Sites and 1 Regulated Petroleum and Hazardous Substance Storage Tank Facilities in the vicinity of the project area. The project passes next to the James River Power Station (5701 South Kissick Road). This facility has received a No Further Action letter without restriction (attached). There are no hazardous waste site concerns based on this information. However, the potential to encounter hazardous wastes from sites unknown to the LPA and MoDOT should always be a consideration. BRIDGE GUIDANCE: Demolition and renovation/replacement of bridges and/or buildings requires an asbestos inspection by a current DNR-certified asbestos inspector and a lead based paint inspection by a lead inspector currently licensed by the MO Department of Health and Senior Services. If there is any hydroblasting, grooving, milling or diamond grinding related to the project, residue and associated water must be prevented from being released to waterways or adjacent wetlands.

LPA Action: UPDATE 8/11/2022: For demolition inspection, the LPA/consultant is required to notify DNR 10 days in advance of all bridge/building demolitions. It is recommended that Section 202.40.1.1 of the EPG - Notification of Demolition paragraph be included in contract documents to highlight this requirement. Any hazardous waste sites that are found during project construction will be addressed by the LPA sponsor in accordance with Federal and State Laws and Regulations. Lead based paint materials cannot be used as clean fill. MoDOT hazardous waste specialists recommend disposing of lead based paint materials in a licensed demolition, solid waste, or hazardous waste landfill. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible. INITIAL: Submit the asbestos report, notification, and demolition notice to DNR within 10 working days. The LPA/consultant is required to submit a request for asbestos and painted concrete inspection to a chemical laboratory. The information needed is outlined in Section 127.8.1.3.1 of the EPG. For demolition inspection, the LPA/consultant is required to notify DNR 10 days in advance of all bridge/building demolitions. It is recommended that Section 202.40.1.1 of the EPG - Notification of Demolition paragraph be included in contract documents to highlight this requirement. Refer to DNR's Asbestos Information page for more guidance: <http://dnr.mo.gov/env/apcp/asbestos/> Refer to DHSS Lead Licensing page for more guidance: <http://health.mo.gov/safety/leadlicensing/> Attach BOTH the asbestos and lead based paint inspection reports to the RER for review by MoDOT.

### Attachments:

✕NFA\_James River Power Station.pdf

✕ESTART\_Ozark Greenways Chadwick Flyer.PNG

☒ Hazardous Waste Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 8/11/2022 2:45:29 PM

## Wetland Impact (Section 404/401)

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

11/02/2022

Environmental Response: UPDATE: The consultant completed a wetland study of the project area in July 2022 and did not document any streams, wetlands, or other waters. One stream, identified in the attached NWI map, flows under the existing rail bed through culverts; however, the project will occur completely on the existing rail bed and does not include any culvert work or grading that would impact the streams. Therefore, the stream is considered to be located outside of the project area and will not be impacted by the project. Based on the lack of wetlands and streams within the project area, nothing further is required. INITIAL: According to the attached USFWS National Wetlands Inventory Mapper, there are blue line streams and ponds or other waters of the U.S. in and/or around the project area. A review of Google Earth imagery also reveals the possible presence of wetlands/water bodies in the project area. The project may have impacts to wetlands or waters of the U.S.

LPA Action: UPDATE: Based on the results of the consultant's wetland study, nothing further is required (no wetlands or streams are present within the project area). The identified blueline stream will not be impacted by the project. INITIAL: Although MoDOT staff conducted a desktop review using the USFWS NWI Mapper, the LPA/consultant should conduct and document a field check to determine the presence of wetlands and waters of the U.S. within the project area. If temporary or permanent wetland impacts will result, or if fills will be placed within waters of the U.S, then the project will require submittal to the US Army Corps of Engineers (USACE) for a jurisdictional determination and permit approval. If permanent fill is less than 0.5 acre, the project should qualify for a Nationwide Permit (NWP). Most NWPs are automatically certified for 401 Water Quality Certification. These general water quality conditions as well as USACE Nationwide permit regional conditions, and any other conditions, must be followed during project construction. If a USACE Section 404 permit is required, submit the permit application, MoDOT T&E determinations, and the SHPO letter to the USACE. Upload the permit to the RER once received.

Wetland Permit Information:

404 Permit Number

Permit Submitted

Permit Received

Permit Expiration

Compliance Certification Sent

Compliance Certification Received

Attachments:

✕ NWI\_Ozark Greenways  
Chadwick Flyer.pdf

☒ Wetland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 11/2/2022 4:10:41 PM

## Noise Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: This is a Type III project and a noise analysis is not required.

LPA Action: None

Attachments:

☒ Noise Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 12/9/2021 3:37:33 PM

## ► Cultural Resources Impact (Section 106/Historic 4f)

Status Information:

☐ Pending ☒ Cleared

Clearance Date:  
09/08/2022

Environmental Response: UPDATE 9/27/2022: On September 8, 2022, SHPO concurred with a determination of No Historic Adverse Effects to historic properties providing the rail bed is preserved (SHPO Project No. 037-MLT-22). As described in the cultural resources report reviewed by SHPO, the proposed trail will be placed on the existing railbed and maintains the existing alignment along single track sections and centered between the existing dual track sections, where applicable. In order to accomplish this, the existing rail line and ties will be removed. The proposed trail surface will match the existing ground surface along an overwhelming majority of the trail. Proposed Grading of the existing berm will be limited to 8 inches or less and is necessary for the placement of aggregate base under the proposed trail surface. This project will not alter the integral characteristics of the intact railbed or any other contributing resources or otherwise diminish the integrity of the historic property with regard to location, design, setting, materials, workmanship, feeling, or association (36 CFR 800.5 - Assessment of adverse effects). Therefore, the proposed trail construction will have no adverse effects on the Chadwick Flyer Branch or any other NRHP-eligible historic properties. The project team has confirmed that impacts to the rail bed reflected on the final plans will be no greater than those described in the report, thus the project will meet the conditions of SHPO's No Adverse Effects concurrence. Consultation between the Federal Highway Administration (FHWA), the Missouri Department of Transportation, the Ozarks Transportation Organization, and the State Historic Preservation Office (SHPO) has determined that the proposed project will have no adverse effect upon the Chadwick Flyer rail corridor, which has been determined eligible for listing in the National Register of Historic Places. SHPO has been notified that concurrence with the determinations of "no historic properties adversely affected" will be used by FHWA in applying the de minimis impact criteria for Historic Sites in compliance with Section 4(f) (49 U.S.C. 303). Based upon the minimal use by the project the Chadwick Flyer, FHWA has determined that the de minimis impact criteria has been met for this historic property. Initial Response: The project requires a Section 106 Review in consultation with MoDOT, the Ozarks Transportation Organization, and the State Historic Preservation Officer (SHPO) for identifying potential cultural resources that may be impacted by the project.

LPA Action: UPDATE 9/27/2022: Be advised that if changes are made to the project (including but not limited to the addition of new right of way or easements, or the changing of the scope, including any additional impacts to the rail bed) the project will need to be reevaluated and additional clearances may be required. Initial Response: Portions of the Chadwick Flyer have been previously determined eligible for listing in the National Register of Historic Places, including a portion studied in 2020-2021 for development of a portion of the trail in Ozark (STBG 9901(827); SHPO Project No. 002-CN-21). As such, the proposed project will require a cultural resources survey by a qualified professional to evaluate this portion of the trail, determine if it is eligible for listing in the National Register of Historic Places, identify contributing resources along this corridor, and assess the effects of the project to the historic property. In addition to studying the rail line itself, the APE for the built environment is defined as a 100 ft buffer around any areas of new ROW or permanent easement and around any temporary construction easements associated with sidewalk construction. The cultural resources survey should provide photographs, descriptions, and National Register of Historic Places evaluations of any other built environment resources (buildings or structures 45 years of age or older) located in the APE. If such resources are located, please include and all resources located on the associated parcel in the assessment. Resources less than 45 years old within the APE should be noted but do not need to be assessed. Less than 1 acre of new right-of-way and easements is anticipated for the project. And, no additional ROW is expected to be needed for the project. It is unknown if the project will involve more than 1 acre of land disturbance or tree clearing; although, current project plans include new trail construction along an existing railroad grade bed and/or along Crenshaw Rd. Several archaeological sites are reported in the project vicinity. However, considering the likely disturbances along the railroad grade and road proposed to be used for the project, significant archaeological deposits are not anticipated to be affected by the project. Therefore, as long as the project remains within the previously disturbed railroad or road beds, an archaeological survey is not recommended for the project. As project plans are further developed, please reach out to us to confirm if an archaeological survey may be necessary based on the defined limits of disturbance, ROW, and easement. Please submit a report of the cultural resource survey to MoDOT for review before submission to SHPO. The results should be presented on a Section 106 Survey Memo per the instructions found here: <https://mostateparks.com/page/84261/section-106-review>

Attachments:

✕Greene &  
Christian\_Chadwick  
Flyer\_STBG  
5901(822)\_Section  
106\_Admin\_Record.pdf

☐ Adverse Effect or Conditional No Adverse Effect

☒ Based on the review of the project location and description noted above, there are no identified historic 4(f) resources affected that would preclude the setting of an A-date.

Checked by:  on  de minimis  Approved on:

☒ Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Alyssa Reynolds - 9/29/2022 8:13:59 PM

## Public Land Impact (Section 4f/6f)

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: UPDATE: The consultant has confirmed that the project will not impact (through acquisition or restriction in access) any of the properties listed below. The project will not result in the use of any Section 4(f) properties or conversion of any Section 6(f) lands. Nothing further is required. INITIAL: According to Google Earth imagery and ArcMap GIS public lands layers Lake Springfield Park and Boathouse (0.27-mile north), Clay Henshaw Memorial Access (0.24-mile northwest) and Tailwaters Access (0.32-mile northwest) are located in the vicinity of the project area.

LPA Action: None.

### Attachments:

☒ Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: Kyleen Kelly on 11/02/2022

☒ Public Land Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 11/2/2022 4:02:36 PM

## Other

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: There are no additional resource impacts associated with this project.

LPA Action: None

### Attachments:

☒ Other Screening Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 12/9/2021 3:38:26 PM

## NEPA Classification

NEPA Right-Of-Way Permission: Not Applicable as determined or approved by: KYLE.GRAYSON@MODOT.MO.GOV

NEPA Approval/Proceed to A-date Request: 11/04/2022 Re-evaluation Date:

NEPA Classification: PCE

This project qualifies for the programmatic categorical exclusion under Item#: 3 All Environmental Issues Cleared: 12/05/2022

Commitments and/or Comments to Sponsor: If there are any changes in the scope of the project, the Environmental Section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws.

### Attachments:

☒ PCE NEPA  
Concurrence\_11.04.2022.msg


Last Submitted: 12/05/2022 by Kyleen Kelly

**ADA CHECKLIST**

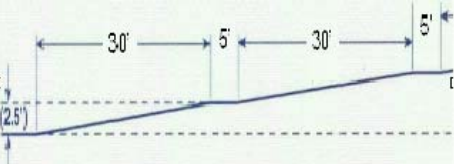
# ADA CHECKLIST

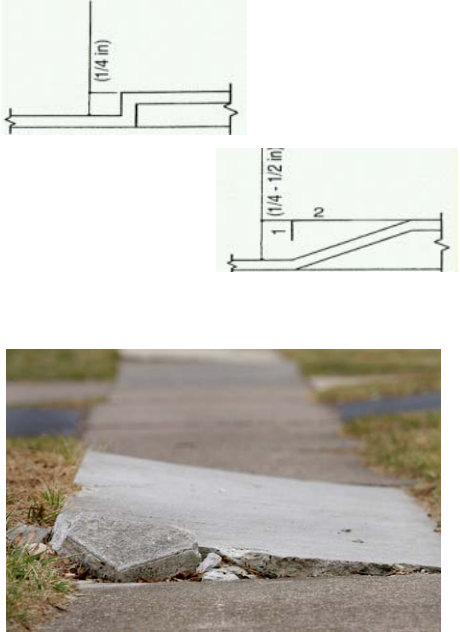
Revised April 22, 2015

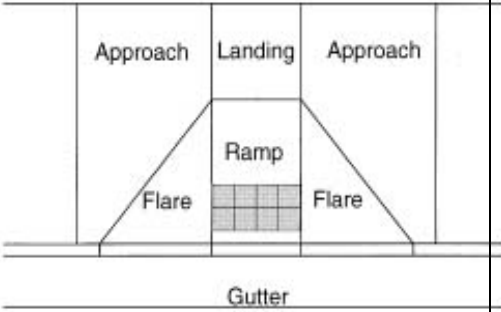
Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

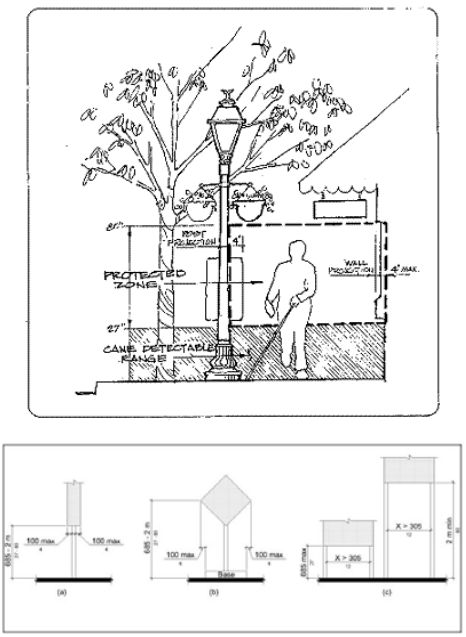
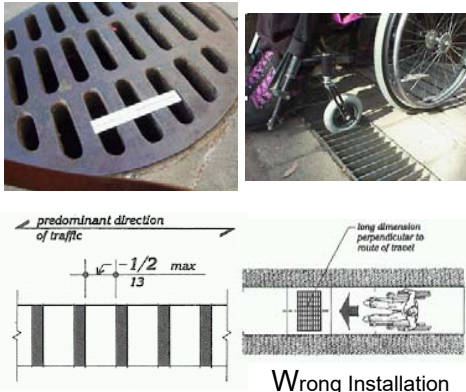
Pedestrian Access Route (PROWAG R204)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>Sidewalk Width</p> 	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb.</li> <li>The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space.</li> <li>MoDOT Sidewalks shall be 5 feet wide minimum. <sup>2</sup></li> <li>MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. <sup>2</sup></li> <li>Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. <sup>2</sup></li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
<p>Passing Spaces</p>	<ul style="list-style-type: none"> <li>Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum.</li> <li>Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.</li> </ul>			
<p>Sidewalk Running Slope</p> <p>The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.</p>	<ul style="list-style-type: none"> <li>The running slope of a pedestrian access route shall be 5 percent maximum.</li> </ul> <p><b>Roadway Grade Exception:</b> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.</p> <ul style="list-style-type: none"> <li>Running Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			




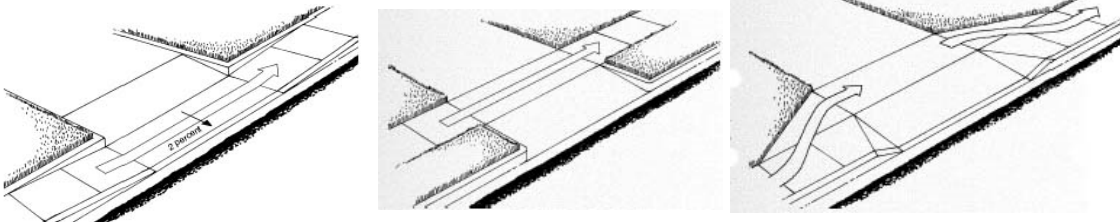
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Sidewalk Cross Slope</b> The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p>	<ul style="list-style-type: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

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

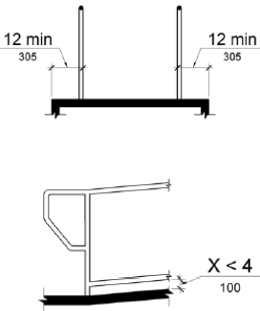
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Landing</b> A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.</p> <p>Landings that are contained within a street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

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.</li> <li>Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.</li> <li>Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3)</li> <li>Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground.</li> <li>Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground.</li> <li>Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.</li> </ul>			
 <p>Wrong Installation</p>	<ul style="list-style-type: none"> <li>Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Lift holes for manhole/utility covers shall not have an opening greater than ½ inch. Plugging of holes greater than ½ inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.</li> </ul>			

### ENTRANCES (PROWAG R301)


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

### EDGE PROTECTION (PROWAG R406.8)

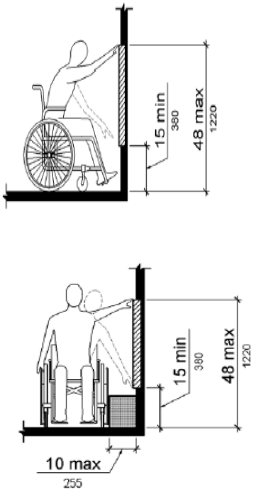
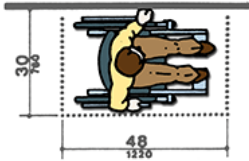
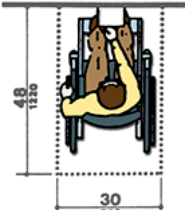
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Edge protection shall be provided on each side of ramp runs and at each side of ramp landings.</li> <li>A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion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

HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>The clear width of walking surfaces shall be 4.0 feet minimum.</li> <li>Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps.</li> <li>Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.</li> <li>Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.</li> <li>Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.</li> <li>Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.</li> <li>Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum.</li> <li>Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.</li> <li>Handrails shall not rotate within their fittings.</li> <li>Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.</li> <li>At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.</li> <li>At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.</li> <li>See Edge Protection section above (also PROWAG 406.8) for additional details.</li> </ul>			

## STAIRWAYS (PROWAG R407)

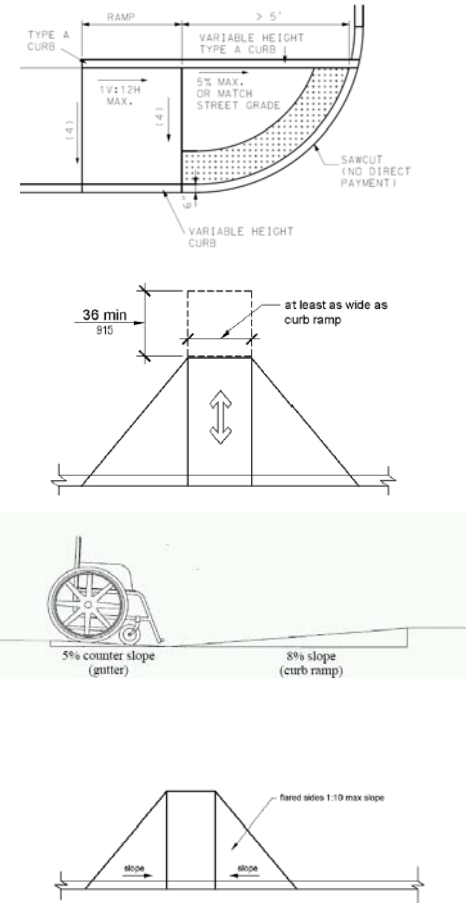
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.</li> <li>Open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

## UNOBSTRUCTED REACH RANGES (PROWAG R404)

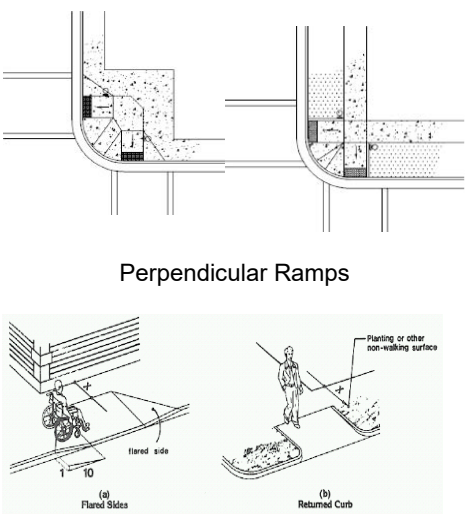
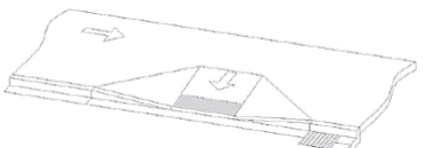
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<p><b>Forward Reach</b></p> <ul style="list-style-type: none"> <li>Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground.</li> </ul> <p><b>Side Reach</b></p> <ul style="list-style-type: none"> <li>Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground.</li> <li><b>EXCEPTION:</b> An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3)</li> </ul> <div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;"> <p>Parallel Approach</p>  </div> <div style="text-align: center;"> <p>Forward Approach</p>  </div> </div>			

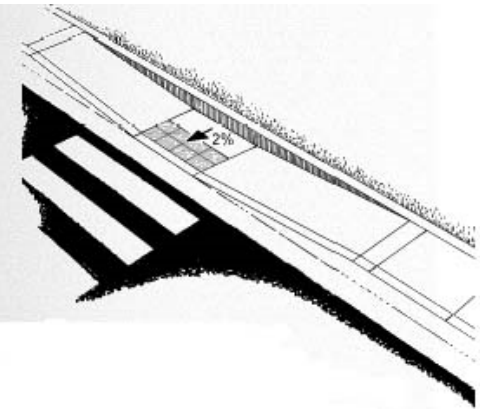
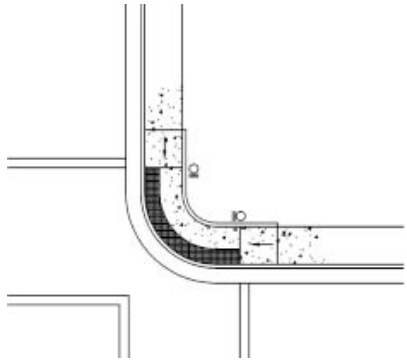



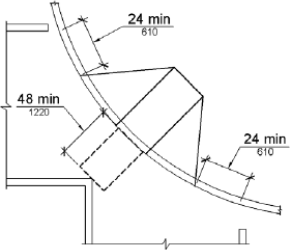
# CURB RAMPS (PROWAG R303)

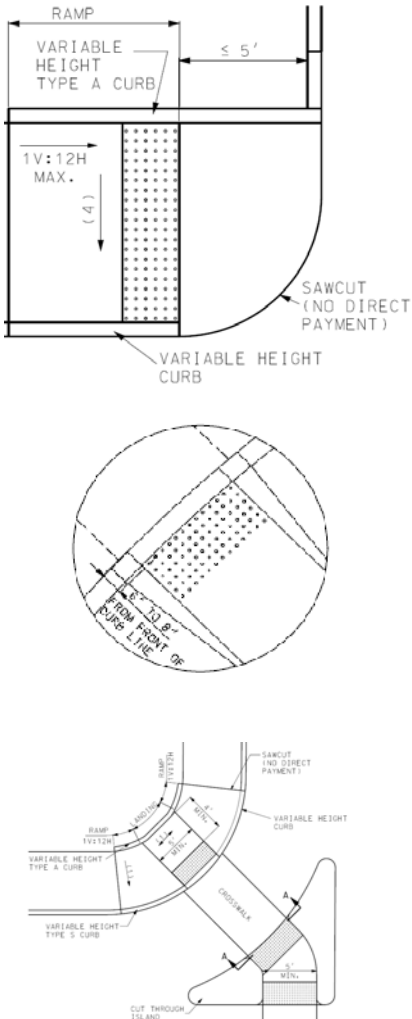
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.</p>  <p><b>15 Foot Rule:</b> For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.</p>	<ul style="list-style-type: none"> <li>The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.</li> <li>Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> </ul> <p><b>Exception: 15 Foot Rule:</b> The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.</p> <ul style="list-style-type: none"> <li>Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>Ramps shall have landings at the top and the bottom of each ramp run.             <ul style="list-style-type: none"> <li>The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>The landing clear length shall be 5.0 feet long minimum.</li> <li>Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.</li> </ul> </li> <li>Handrails and Edge protection shall not be required on curb ramps and their landings.</li> <li>Curb height = 0 inches within curb ramp spaces. 2</li> <li>Curb ramps must be flush with street.</li> <li>The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)</li> <li>The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.</li> <li>Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.             <ul style="list-style-type: none"> <li>In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.</li> </ul> </li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.</li> </ul>			




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






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

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

DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.</p> 	<ul style="list-style-type: none"> <li>• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light.</li> <li>• Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street.</li> <li>• Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>• Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing.</li> <li>• Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb.</li> <li>• Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel.</li> <li>• Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.</li> <li>• Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. <sup>2</sup></li> <li>• Detectable warnings shall not be stamped into concrete.</li> </ul>			

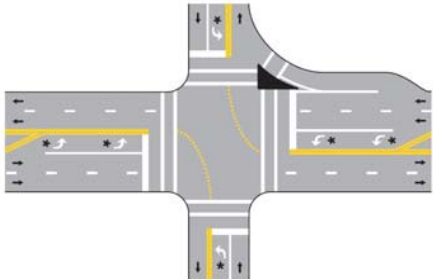

# ISLANDS AND MEDIANS (PROWAG R305.4)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p>(a) cut through at island</p> <p>(b) curb ramp at island</p>	<ul style="list-style-type: none"> <li>Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.</li> <li>Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides.</li> <li>All median island passage spaces shall provide a clear width of 5 feet minimum. <sup>2</sup></li> <li>Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.</li> </ul> <p><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings.</li> <li>Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions.</li> <li>Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			


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



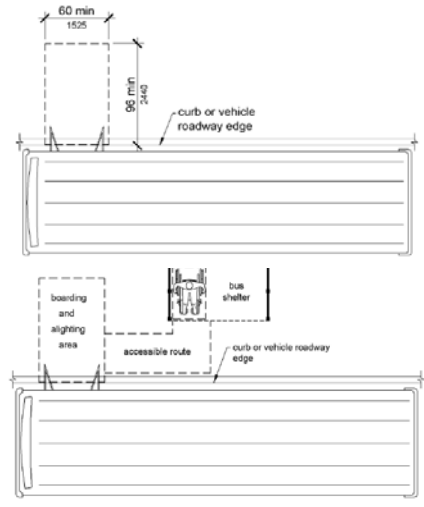
## PEDESTRIAN STREET CROSSINGS (PROWAG R305)

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

### ALTERNATE CIRCULATION PATH (PROWAG R302)

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

### BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

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



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

<sup>2</sup> A MoDOT requirement.

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

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

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

#### **US Access Board PROWAG**

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

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

# ***SAMPLE***

## **ADA EXCEPTIONS DOCUMENTATION**

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

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

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

**TAB 5**

**BOARD OF DIRECTORS AGENDA 01/19/2023; ITEM II.D.**

**Amendment Number Two to the FY 2023-2026 Transportation Improvement Program**

**Ozarks Transportation Organization  
(Springfield, MO Area MPO)**

**AGENDA DESCRIPTION:**

There are seven items included as part of Amendment Number Three to the FY 2023-2026 Transportation Improvement Program.

1. **\*Revised\* Route CC Capital Improvements (OK2102-23A3)**  
The City of Ozark received MoDOT Cost Share funding in June and the project has been updated to reflect current costs, funding responsibilities and construction in FY 2025. The total programmed cost is \$5,481,122 plus \$100,000 in prior funding.
2. **\*New\* Project Development for Route CC Capital Improvements (OK2301-23A3)**  
This is a companion project to OK2102 and reflects the phases before construction, including design, ROW, and utilities. The total programmed amount is \$1,671,536.
3. **\*New\* Chadwick Flyer US 65 Crossing (OK2304-23A3)**  
At its November meeting, the OTO Board of Directors approved the use of TAP funds on the Chadwick Flyer US 65 Crossing project, which has been submitted for a grant through DED ARPA funding. While an announcement has not been made regarding the grant funding, staff wanted to ensure the TIP amendment process was underway so as to be ready. The total programmed cost is \$3,750,000.

The following projects are the result of selection through BPAC for trail projects using TAP (Transportation Alternatives) and CRP (Carbon Reduction) funding. Communities were asked to submit an expression of interest for trail projects that could move quickly to construction, with right-of-way already in place.

4. **\*New\* Chadwick Flyer Spur to Ozark High School (OK2302-23A3)**  
This City of Ozark project will provide a 10-foot wide trail that connects the Chadwick Flyer to the Ozark High School. The total programmed cost is \$155,250, with \$124,200 in TAP funds.
5. **\*New\* Garrison Springs Trail (OK2303-23A3)**  
This City of Ozark project will provide a 10-foot wide trail following Garrison Springs from 3<sup>rd</sup> Street to the community forest. The total programmed amount is \$550,000 with \$440,000 in CRP funds.
6. **\*New\* LeCompte/Eastgate Trail (SP2313-23A3)**  
This City of Springfield project will add a trail to parallel the LeCompte/Eastgate road improvement projects from Division north to the BNSF railroad. The total programmed amount is \$478,950 with \$383,160 in TAP funds.

7. **\*New\*** Grand Street Trail (SP2314-23A3)

This City of Springfield project will replace sidewalk along Grand Street with a 10-foot wide trail, between Kansas Expressway and Grant Avenue. The total programmed amount is \$550,000 with \$440,000 in CRP funds.

**TECHNICAL PLANNING COMMITTEE ACTION TAKEN:**

At its regularly scheduled meeting on December 21, 2022, the Technical Planning Committee recommended the Board of Directors approve Amendment 3 to the FY 2023-2026 Transportation Improvement Program.

Since the TPC meeting, the City of Springfield was awarded a Governor's Cost Share for Eastgate in the vicinity of the LeCompte Road improvements. The trail project description has been modified to indicate the trail will follow along Eastgate to LeCompte, and then along LeCompte.

**BOARD OF DIRECTORS ACTION REQUESTED:**

A member of the Board of Directors is requested to make one of the following motions:

"Move to approve Amendment 3 to the FY 2023-2026 Transportation Improvement Program."

OR

"Move to approve Amendment 3 to the FY 2023-2026 Transportation Improvement Program, with these changes..."

Project Overview

7 Projects Listed

OK2302-23A3 - CHADWICK FLYER SPUR TO OHS

Plan Revision	Section	Project Type	Lead Agency
23A3	Sponsored by Local Public Agencies	Bicycle and Pedestrian	City of Ozark
County	Municipality	Status	Total Cost
Christian County	Ozark	Programmed	\$155,250
MoDoT ID	Federal ID	Project From	Project To
-	-	-	-

Project Considerations

Bike/Ped Plan, Regional Trail

Plan Priority

Project Description

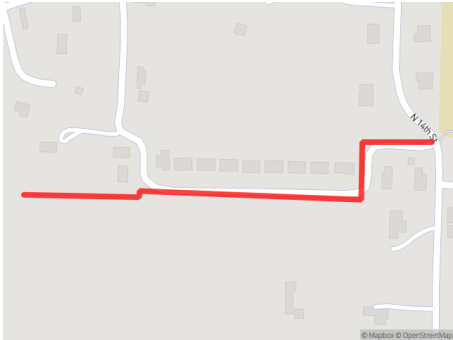
Construction of 10-foot wide trail connecting the Chadwick Flyer and the Ozark High School.

Funding Source Notes

Non-Federal Funding Source: City of Ozark

PHASE	FUND SOURCE	PRIOR	FY2023	FY2024	FY2025	FY2026	FUTURE	TOTAL
Engineering	Local	-	\$4,050	-	-	-	-	\$4,050
Engineering	TAP (FHWA)	-	\$16,200	-	-	-	-	\$16,200
Total Engineering		-	\$20,250	-	-	-	-	\$20,250
Construction	Local	-	\$27,000	-	-	-	-	\$27,000
Construction	TAP (FHWA)	-	\$108,000	-	-	-	-	\$108,000
Total Construction		-	\$135,000	-	-	-	-	\$135,000
Total Programmed		-	\$155,250	-	-	-	-	\$155,250

CURRENT CHANGE REASON	New Project
FEDERAL PROJECT COST	Stays the same \$124,200
TOTAL PROJECT COST	Stays the same \$155,250



## OK2303-23A3 - GARRISON SPRINGS TRAIL

Plan Revision	Section	Project Type	Lead Agency
23A3	Sponsored by Local Public Agencies	Bicycle and Pedestrian	City of Ozark
County	Municipality	Status	Total Cost
Christian County	Ozark	Programmed	\$550,000
MoDoT ID	Federal ID	Project From	Project To
-	-	-	-

### Project Considerations

Environmental Justice Area,  
Bike/Ped Plan

### Project Description

Construction of a 10-foot trail following Garrison Springs from 3rd Street to the community forest.

### Funding Source Notes

Non-Federal Funding Source: City of Ozark

PHASE	FUND SOURCE	PRIOR	FY2023	FY2024	FY2025	FY2026	FUTURE	TOTAL
Construction	CRP (FHWA)	-	\$440,000	-	-	-	-	\$440,000
Construction	Local	-	\$110,000	-	-	-	-	\$110,000
Total Construction		-	\$550,000	-	-	-	-	\$550,000
Total Programmed		-	\$550,000	-	-	-	-	\$550,000

### CURRENT CHANGE REASON

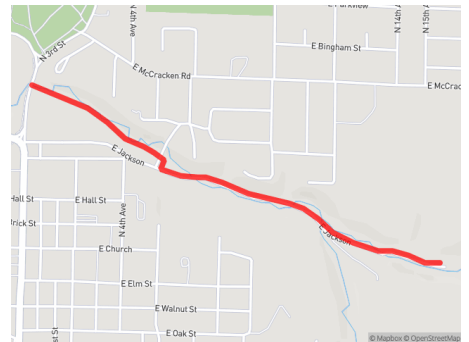
New Project

### FEDERAL PROJECT COST

Stays the same \$440,000

### TOTAL PROJECT COST

Stays the same \$550,000



OK2304-23A3 - CHADWICK FLYER US 65 CROSSING

Plan Revision

23A3

Section

Sponsored by Local Public Agencies

Project Type

Bicycle and Pedestrian

Lead Agency

City of Ozark

County

Christian County

Municipality

Ozark

Status

No Status Available

Total Cost

\$3,750,000

MoDoT ID

-

Federal ID

9901849

Project From

-

Project To

-

Project Considerations

Environmental Justice Area,  
Bike/Ped Plan, Regional Trail  
Plan Priority

Project Description

Crossing US 65 with the Chadwick Flyer Trail in Ozark

Funding Source Notes

Non-Federal Funding Source: Christian County (\$75,000) and City of Ozark (\$375,000); FYI: \$300,000 Christian County STBG-U

PHASE	FUND SOURCE	PRIOR	FY2023	FY2024	FY2025	FY2026	FUTURE	TOTAL
Engineering	Local	-	\$55,570	-	-	-	-	\$55,570
Engineering	TAP (FHWA)	-	\$222,258	-	-	-	-	\$222,258
Engineering	MO-ARPA	-	\$277,816	-	-	-	-	\$277,816
Total Engineering		-	\$555,644	-	-	-	-	\$555,644
ROW	Local	-	\$280,000	-	-	-	-	\$280,000
Total ROW		-	\$280,000	-	-	-	-	\$280,000
Construction	Local	-	\$114,430	-	-	-	-	\$114,430
Construction	TAP (FHWA)	-	\$1,277,742	-	-	-	-	\$1,277,742
Construction	STBG-U (FHWA)	-	\$300,000	-	-	-	-	\$300,000
Construction	MO-ARPA	-	\$1,222,184	-	-	-	-	\$1,222,184
Total Construction		-	\$2,914,356	-	-	-	-	\$2,914,356
Total Programmed		-	\$3,750,000	-	-	-	-	\$3,750,000



CURRENT CHANGE REASON	New Project
FEDERAL PROJECT COST	Increased from \$0 to \$1,800,000 (0%)
TOTAL PROJECT COST	Increased from \$0 to \$3,750,000 (0%)



## SP2313-23A3 - LECOMPTE/EASTGATE TRAIL

Plan Revision	Section	Project Type	Lead Agency
23A3	Sponsored by Local Public Agencies	Bicycle and Pedestrian	City of Springfield
County	Municipality	Status	Total Cost
Greene County	Springfield	Programmed	\$478,950
MoDoT ID	Federal ID	Project From	Project To
-	9901850	-	-

### Project Considerations

Environmental Justice Area,  
Bike/Ped Plan, Regional Trail  
Plan Priority

### Project Description

Construction of Trail along LeCompte/Eastgate from Division north to BNSF RR.

### Funding Source Notes

Non-Federal Funding Source: City of Springfield

PHASE	FUND SOURCE	PRIOR	FY2023	FY2024	FY2025	FY2026	FUTURE	TOTAL
Construction	TAP (FHWA)	-	\$383,160	-	-	-	-	\$383,160
Construction	Local	-	\$95,790	-	-	-	-	\$95,790
Total Construction		-	\$478,950	-	-	-	-	\$478,950
Total Programmed		-	\$478,950	-	-	-	-	\$478,950

### CURRENT CHANGE REASON

New Project

### FEDERAL PROJECT COST

Stays the same \$383,160

### TOTAL PROJECT COST

Stays the same \$478,950



## SP2314-23A3 - GRAND STREET TRAIL

Plan Revision	Section	Project Type	Lead Agency
23A3	Sponsored by Local Public Agencies	Bicycle and Pedestrian	City of Springfield
County	Municipality	Status	Total Cost
Greene County	Springfield	Programmed	\$550,000
MoDoT ID	Federal ID	Project From	Project To
-	-	-	-

## Project Considerations

Environmental Justice Area,  
Bike/Ped Plan

### Project Description

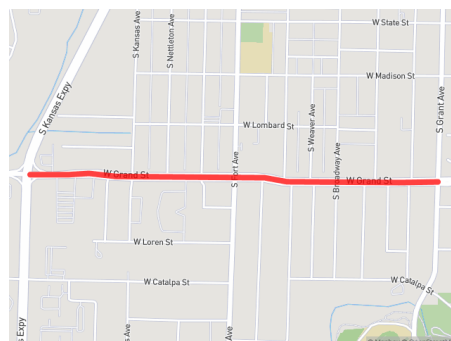
Construction of 10-foot wide trail along Grand Street between Kansas Expressway and Grant.

### Funding Source Notes

Non-Federal Funding Source: City of Springfield

PHASE	FUND SOURCE	PRIOR	FY2023	FY2024	FY2025	FY2026	FUTURE	TOTAL
Engineering	CRP (FHWA)	-	\$46,000	-	-	-	-	\$46,000
Engineering	Local	-	\$11,500	-	-	-	-	\$11,500
Total Engineering		-	\$57,500	-	-	-	-	\$57,500
Construction	CRP (FHWA)	-	\$394,000	-	-	-	-	\$394,000
Construction	Local	-	\$98,500	-	-	-	-	\$98,500
Total Construction		-	\$492,500	-	-	-	-	\$492,500
Total Programmed		-	\$550,000	-	-	-	-	\$550,000

CURRENT CHANGE REASON	New Project
FEDERAL PROJECT COST	Stays the same \$440,000
TOTAL PROJECT COST	Stays the same \$550,000



OK2102-21A3 - ROUTE CC CAPITAL IMPROVEMENTS

Plan Revision	Section	Project Type	Lead Agency
23A3	Cost Shares	System Improvement	MoDOT
County	Municipality	Status	Total Cost
Christian County	Ozark	Programmed	\$5,581,122
MoDoT ID	Federal ID	Project From	Project To
J8S0736D	-	Fremont Road	22nd Street

Project Considerations

Bike/Ped Plan, Advance Construction

Project Description

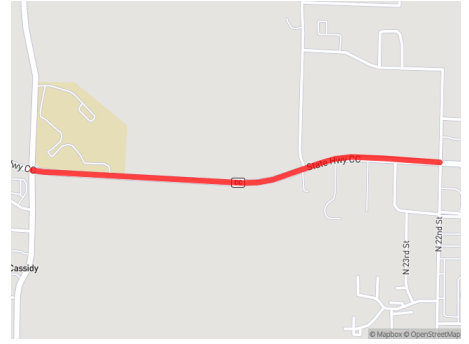
Capital improvements on Route CC from Fremont Road to 22nd Street in Ozark.

Funding Source Notes

Non-Federal Funding Source: State Transportation Revenues; FYI: Federal Funding Category upon Anticipated Advanced Construction (AC) Conversion - STBG

PHASE	FUND SOURCE	PRIOR	FY2023	FY2024	FY2025	FY2026	FUTURE	TOTAL
Engineering	MoDOT-AC	\$80,000	\$8,000	\$16,000	\$387,238	-	-	\$491,238
Engineering	MoDOT	\$20,000	\$2,000	\$4,000	\$96,809	-	-	\$122,809
Total Engineering		\$100,000	\$10,000	\$20,000	\$484,047	-	-	\$614,047
Construction	Local	-	-	-	\$532,099	-	-	\$532,099
Construction	MoDOT-AC	-	-	-	\$1,854,744	-	-	\$1,854,744
Construction	STBG-U (FHWA)	-	-	-	\$2,128,397	-	-	\$2,128,397
Construction	MoDOT	-	-	-	\$451,835	-	-	\$451,835
Total Construction		-	-	-	\$4,967,075	-	-	\$4,967,075
Total Programmed		\$100,000	\$10,000	\$20,000	\$5,451,122	-	-	\$5,581,122

<b>CURRENT CHANGE REASON</b>	Schedule / Funding / Scope- Update Changes in a project's total programmed amount greater than 25% (or any amount greater than \$2,000,000)
<b>PROJECT CHANGES</b>	<p>Description changed from "Scoping for capital improvements on Route CC from Fremont Road to 22nd Street in Ozark." to "Capital improvements on Route CC from Fremont Road to 22nd Street in Ozark."</p> <p>ID changed from "OK2102-20A9" to "OK2102-21A3"</p> <p>Plan Revision Name changed from "23Adopted" to "23A3"</p> <p>Project Type changed from "Scoping" to "System Improvement"</p> <p>Section changed from "Sponsored by MoDOT" to "Cost Shares"</p>
<b>FUNDING CHANGES</b>	<p><b>MoDOT</b></p> <ul style="list-style-type: none"> <li>- Decrease funds in FY 2035 in CON from \$3,192,000 to \$0</li> <li>- Decrease funds in FY 2026 in ENG from \$10,000 to \$0</li> <li>- Decrease funds in FY 2023 in ENG from \$10,000 to \$2,000</li> <li>- Decrease funds in FY 2024 in ENG from \$10,000 to \$4,000</li> <li>+ Increase funds in FY 2025 in ENG from \$10,000 to \$96,809</li> <li>+ Increase funds in FY 2025 in CON from \$0 to \$451,835</li> </ul> <p><b>MoDOT-AC</b></p> <ul style="list-style-type: none"> <li>- Decrease funds in FY 2026 in ENG from \$40,000 to \$0</li> <li>- Decrease funds in FY 2023 in ENG from \$40,000 to \$8,000</li> <li>- Decrease funds in FY 2024 in ENG from \$40,000 to \$16,000</li> <li>+ Increase funds in FY 2025 in ENG from \$40,000 to \$387,238</li> <li>+ Increase funds in FY 2025 in CON from \$0 to \$1,854,744</li> </ul> <p><b>STBG-U (FHWA)</b></p> <ul style="list-style-type: none"> <li>+ Increase funds in FY 2025 in CON from \$0 to \$2,128,397</li> </ul> <p><b>Local</b></p> <ul style="list-style-type: none"> <li>+ Increase funds in FY 2025 in CON from \$0 to \$532,099</li> </ul>
<b>FEDERAL PROJECT COST</b>	Increased from \$0 to \$2,128,397 (0%)
<b>TOTAL PROJECT COST</b>	Increased from \$3,492,000 to \$5,581,122 (59.83%)



## OK2301-23A3 - PROJECT DEVELOPMENT FOR ROUTE CC CAPITAL IMPROVEMENTS

Plan Revision

23A3

Section

Cost Shares

Project Type

System Improvement

Lead Agency

MoDOT

County

Christian County

Municipality

Ozark

Status

Programmed

Total Cost

\$1,671,536

MoDoT ID

J8S0736H

Federal ID

-

Project From

Fremont Road

Project To

22nd Street

Project Considerations

Bike/Ped Plan, Advance  
Construction

Project Description

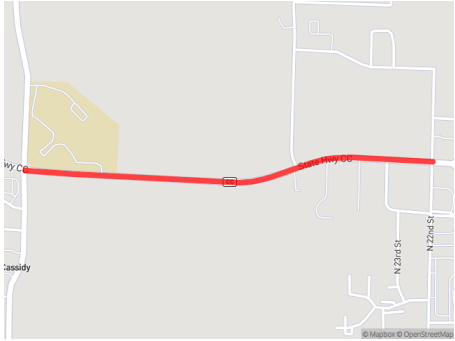
Route CC design, right-of-way acquisition and utility relocations for capital improvements from Fremont Road to 22nd Street in Ozark.

Funding Source Notes

Non-Federal Funding Sources: State Transportation Revenues, City of of Ozark Funds; FYI: Federal Funding Category upon Anticipated Advanced Construction (AC) Conversion - STBG

PHASE	FUND SOURCE	PRIOR	FY2023	FY2024	FY2025	FY2026	FUTURE	TOTAL
Engineering	MoDOT	-	\$2,000	\$1,000	\$1,000	-	-	\$4,000
Engineering	Local	-	\$56,442	-	-	-	-	\$56,442
Engineering	STBG-U (FHWA)	-	\$225,769	-	-	-	-	\$225,769
Engineering	MoDOT-AC	-	\$8,000	\$4,000	\$4,000	-	-	\$16,000
Total Engineering		-	\$292,211	\$5,000	\$5,000	-	-	\$302,211
ROW	STBG-U (FHWA)	-	-	\$221,819	-	-	-	\$221,819
ROW	Local	-	-	\$55,455	-	-	-	\$55,455
Total ROW		-	-	\$277,274	-	-	-	\$277,274
Construction	STBG-U (FHWA)	-	-	-	\$213,026	-	-	\$213,026
Construction	Local	-	-	-	\$53,257	-	-	\$53,257
Total Construction		-	-	-	\$266,283	-	-	\$266,283
Payment	MoDOT	-	-	\$111,897	\$53,257	-	-	\$165,154
Payment	MoDOT-AC	-	-	\$447,588	\$213,026	-	-	\$660,614
Total Payment		-	-	\$559,485	\$266,283	-	-	\$825,768
Total Programmed		-	\$292,211	\$841,759	\$537,566	-	-	\$1,671,536

CURRENT CHANGE REASON	New Project
FEDERAL PROJECT COST	Stays the same \$660,614
TOTAL PROJECT COST	Stays the same \$1,671,536



## REVENUE

Revenue Source	Carryover	2023	2024	2025	2026	Total
MoDOT State/Federal	\$19,735,000	\$113,486,000	\$67,927,000	\$93,213,000	\$68,902,007	\$363,263,007
Suballocated STBG-U	\$13,862,865	\$7,583,829	\$7,735,505	\$7,890,216	\$8,048,020	\$45,120,435
Suballocated TAP	\$1,501,239	\$863,067	\$880,328	\$897,935	\$915,894	\$5,058,463
Suballocated CRP	\$0	\$905,124	\$923,226	\$941,691	\$960,525	\$3,730,566
Aviation - FAA	\$0	\$13,212,000	\$15,075,000	\$6,255,000	\$5,031,000	\$39,573,000
FTA 5307	\$0	\$3,547,752	\$3,618,707	\$3,691,081	\$3,764,903	\$14,622,442
FTA 5310	\$580,425	\$435,799	\$444,515	\$453,405	\$462,473	\$2,376,618
FTA 5339	\$1,124,260	\$348,762	\$354,737	\$360,832	\$367,049	\$2,555,640
Transit MO HealthNet Contract	\$0	\$103,000	\$103,000	\$103,000	\$103,000	\$412,000
Transit State Operating Funding	\$0	\$43,500	\$43,500	\$43,500	\$43,500	\$174,000
CU Transit Utility Ratepayers	\$0	\$8,655,203	\$7,663,762	\$8,489,801	\$8,489,801	\$33,298,567
CU Transit Farebox and Ads	\$0	\$951,750	\$951,689	\$951,891	\$951,891	\$3,807,221
Human Service Agencies	\$100,246	\$59,922	\$61,121	\$62,343	\$63,590	\$347,222
<b>TOTAL</b>	<b>\$36,904,035</b>	<b>\$150,195,708</b>	<b>\$105,782,091</b>	<b>\$123,353,695</b>	<b>\$98,103,652</b>	<b>\$514,339,181</b>

## LOCAL PUBLIC AGENCY CAPACITY

LPA Capacity	2023	2024	2025	2026	Total
CART All Jurisdictions (Projected)	\$15,216,048	\$15,216,048	\$15,216,048	\$15,216,048	\$60,864,192
O&M (620.35 miles * \$5,291/mile)	(\$3,282,272)	(\$3,331,506)	(\$3,381,479)	(\$3,432,201)	(\$13,427,458)
TIP Programmed Funds All Jurisdictions	(\$16,668,310)	(\$11,138,298)	(\$1,162,170)	(\$1,077,005)	(\$30,045,783)
Other Committed Funds All Jurisdictions	\$53,997,353	\$53,997,353	\$53,997,353	\$53,997,353	\$215,989,412
<b>TOTAL</b>	<b>\$49,262,819</b>	<b>\$54,743,597</b>	<b>\$64,669,752</b>	<b>\$64,704,195</b>	<b>\$233,380,363</b>

Transit Capacity	2023	2024	2025	2026	Total
Total System Operations	\$10,034,000	\$10,234,000	\$10,438,000	\$10,647,000	\$41,353,000
Total System Maintenance	\$1,144,000	\$1,166,900	\$1,190,000	\$1,214,000	\$4,714,900
Total Programmed O&M	(\$8,780,598)	(\$8,780,598)	(\$8,780,598)	(\$8,780,598)	(\$35,122,392)
<b>Additional O&amp;M Costs</b>	<b>\$2,397,402</b>	<b>\$2,620,302</b>	<b>\$2,847,402</b>	<b>\$3,080,402</b>	<b>\$10,945,508</b>



## FINANCIAL CONSTRAINT

### FHWA Sponsored Projects

Fund Type	Programmed (2023)	Programmed (2024)	Programmed (2025)	Programmed (2026)
<b>FEDERAL</b>				
130 (FHWA)	\$1,240,000	\$0	\$0	\$0
BRO (FHWA)	\$924,000	\$1,988,270	\$48,000	\$36,000
CRISI (FRA )	\$343,000	\$0	\$0	\$0
CRP (FHWA)	\$880,000	\$0	\$0	\$0
CRRSAA (FHWA)	\$2,684,230	\$0	\$0	\$0
FLAP (FHWA)	\$870,000	\$0	\$0	\$0
I/M (FHWA)	\$90,000	\$90,000	\$135,000	\$135,000
NHPP (FHWA)	\$43,063,202	\$16,161,600	\$49,382,700	\$22,444,000
SAFETY (FHWA)	\$21,365,243	\$6,519,600	\$815,100	\$27,000
STAP (FHWA)	\$644,000	\$331,000	\$0	\$0
STBG (FHWA)	\$8,894,671	\$4,351,002	\$179,200	\$19,200
STBG-U (FHWA)	\$15,097,573	\$10,869,580	\$4,596,679	\$268,018
TAP (FHWA)	\$2,776,953	\$0	\$374,000	\$0
Federal Subtotal	\$98,872,872	\$40,311,052	\$55,530,679	\$22,929,218
<b>STATE</b>				
MoDOT	\$20,456,021	\$13,096,848	\$15,013,701	\$7,509,200
MoDOT-AC	\$20,923,791	\$28,341,188	\$30,275,208	\$6,273,600
MoDOT-GCSA	\$653,000	\$0	\$0	\$0
MoDOT O&M	\$5,935,528	\$6,024,561	\$6,114,930	\$6,206,654
State Subtotal	\$47,968,340	\$47,462,597	\$51,403,839	\$19,989,454
<b>LOCAL/OTHER</b>				
Local	\$16,668,310	\$11,138,298	\$1,162,170	\$1,077,005
Other	\$10,356,010	\$0	\$0	\$0
Local/Other Subtotal	\$27,024,320	\$11,138,298	\$1,162,170	\$1,077,005
<b>Total</b>	<b>\$173,865,532</b>	<b>\$98,911,947</b>	<b>\$108,096,688</b>	<b>\$43,995,677</b>

	Prior Year	FY 2023	FY 2024	FY 2025	FY 2026	TOTAL
Available State and Federal Funding	\$19,735,000	\$113,486,000	\$67,927,000	\$93,213,000	\$68,902,007	\$363,263,007
Federal Discretionary Funding	\$1,213,000	\$0	\$0	\$0	\$0	\$1,213,000
Available Operations and Maintenance Funding	\$0	\$5,935,528	\$6,024,561	\$6,114,930	\$6,206,654	\$24,281,673
Funds from Other Sources (inc. Local)	\$0	\$27,024,320	\$11,138,298	\$1,162,170	\$1,077,005	\$40,401,793
Available Suballocated Funding	\$15,364,104	\$9,352,020	\$9,539,060	\$9,729,841	\$9,924,438	\$53,909,464
<b>TOTAL AVAILABLE FUNDING</b>	<b>\$36,312,104</b>	<b>\$155,797,868</b>	<b>\$94,628,920</b>	<b>\$110,219,941</b>	<b>\$86,110,104</b>	<b>\$483,068,937</b>
Carryover		\$36,312,104	\$18,244,440	\$13,961,412	\$16,084,666	--
Programmed State and Federal Funding		(\$173,865,532)	(\$98,911,947)	(\$108,096,688)	(\$43,995,677)	(\$424,869,844)
<b>TOTAL REMAINING</b>	<b>\$36,312,104</b>	<b>\$18,244,440</b>	<b>\$13,961,412</b>	<b>\$16,084,666</b>	<b>\$58,199,093</b>	<b>\$58,199,093</b>

**TAB 6**

## BOARD OF DIRECTORS AGENDA 01/19/2023; ITEM II.E.

### Federal Functional Classification Change Request

#### Ozarks Transportation Organization (Springfield, MO Area MPO)

##### **AGENDA DESCRIPTION:**

Pursuant to §470.105.b, the State of Missouri, in conjunction with OTO, must maintain a functional classification map. This map is different from the Major Thoroughfare Plan, which is part of the Long Range Transportation Plan. The Federal Functional Classification System designates Federal Aid Highways, i.e., those eligible for federal funding.

##### ***The following information is a summary of the submitted application materials.***

The Ozarks Transportation Organization has requested the following changes to the federal functional classification system. The application is included.

1) **Roadway Name** – West Ave., US 60 to Miller Rd

**Current Functional Classification** – Local

**Requested Functional Classification** – Minor Collector

**Major Thoroughfare Plan** – Collector

**Reasoning** – This short segment of West Ave provides a connection between US 60 and Miller Road, an important east/west corridor in Republic. Residents along Charles St and Miller Road can access US 60 from West Ave. Previously, Miller Rd connected to US 60 0.17mi to the west of West Ave, but this connection was removed with the expansion of US 60. West Ave now serves as the access point to US 60.

2) **Roadway Name** – Miller Rd., Western Terminus to West Ave

**Current Functional Classification** – Major Collector

**Requested Functional Classification** – Local

**Major Thoroughfare Plan** – Collector

**Reasoning** – After access to US 60 from Miller Rd was removed with previous road improvements, Miller Rd no longer met the requirements of a Minor Collector. Therefore, it is requested to lower the classification to a Local Road.

**Note:** The City of Republic has submitted a letter of support for this reclassification.

##### **TECHNICAL PLANNING COMMITTEE ACTION TAKEN:**

At its regularly scheduled meeting on December 21, 2022, the Technical Planning Committee recommended the Board of Directors approve the Functional Classification Change requests.

##### **BOARD OF DIRECTORS ACTION REQUESTED:**

A member of the Board of Directors is requested to make one of the following motions:

“Move to approve the Functional Classification Change requests.”

OR

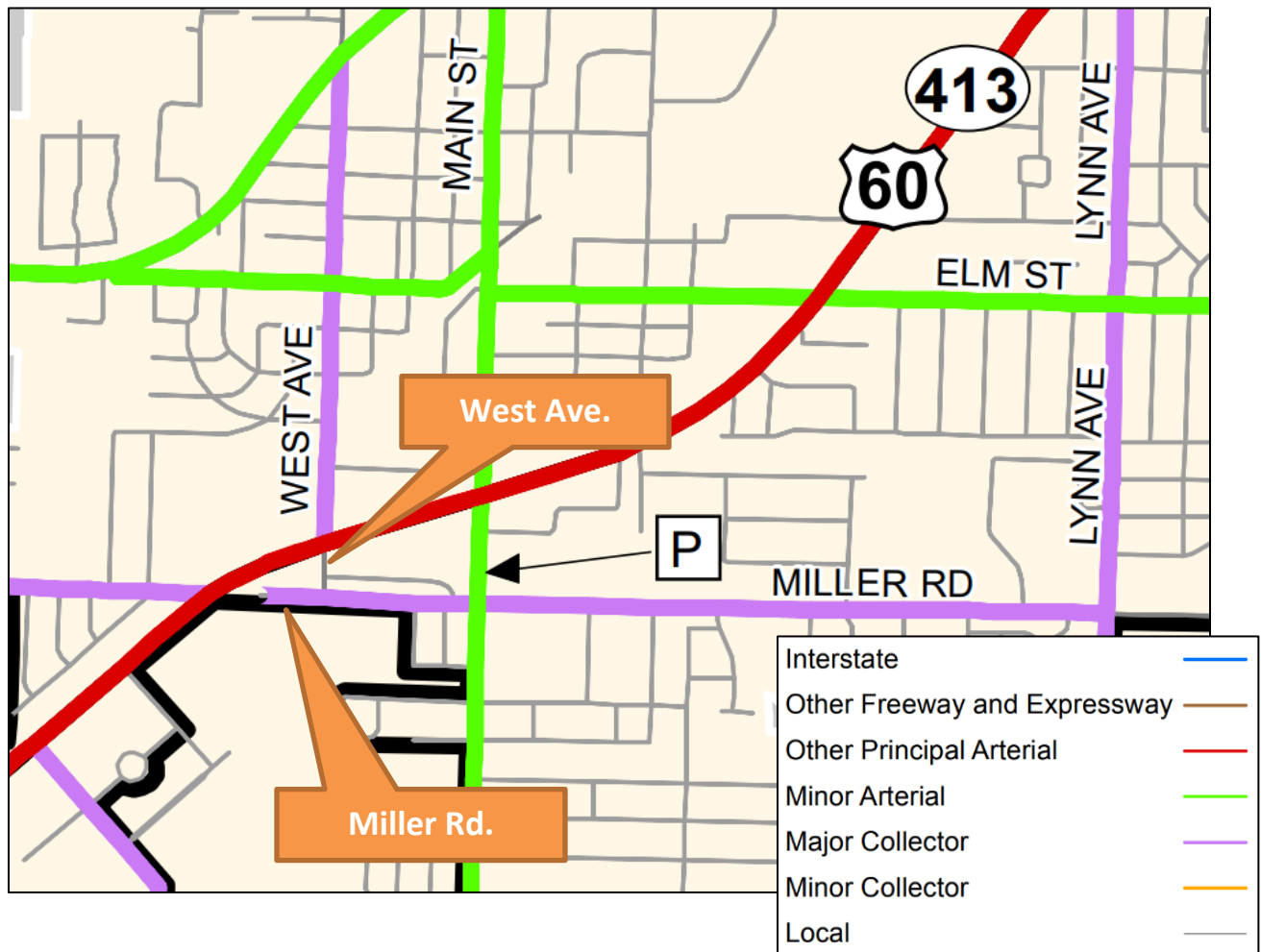
“Move to approve the Functional Classification Change requests with the following changes...”

# General Area

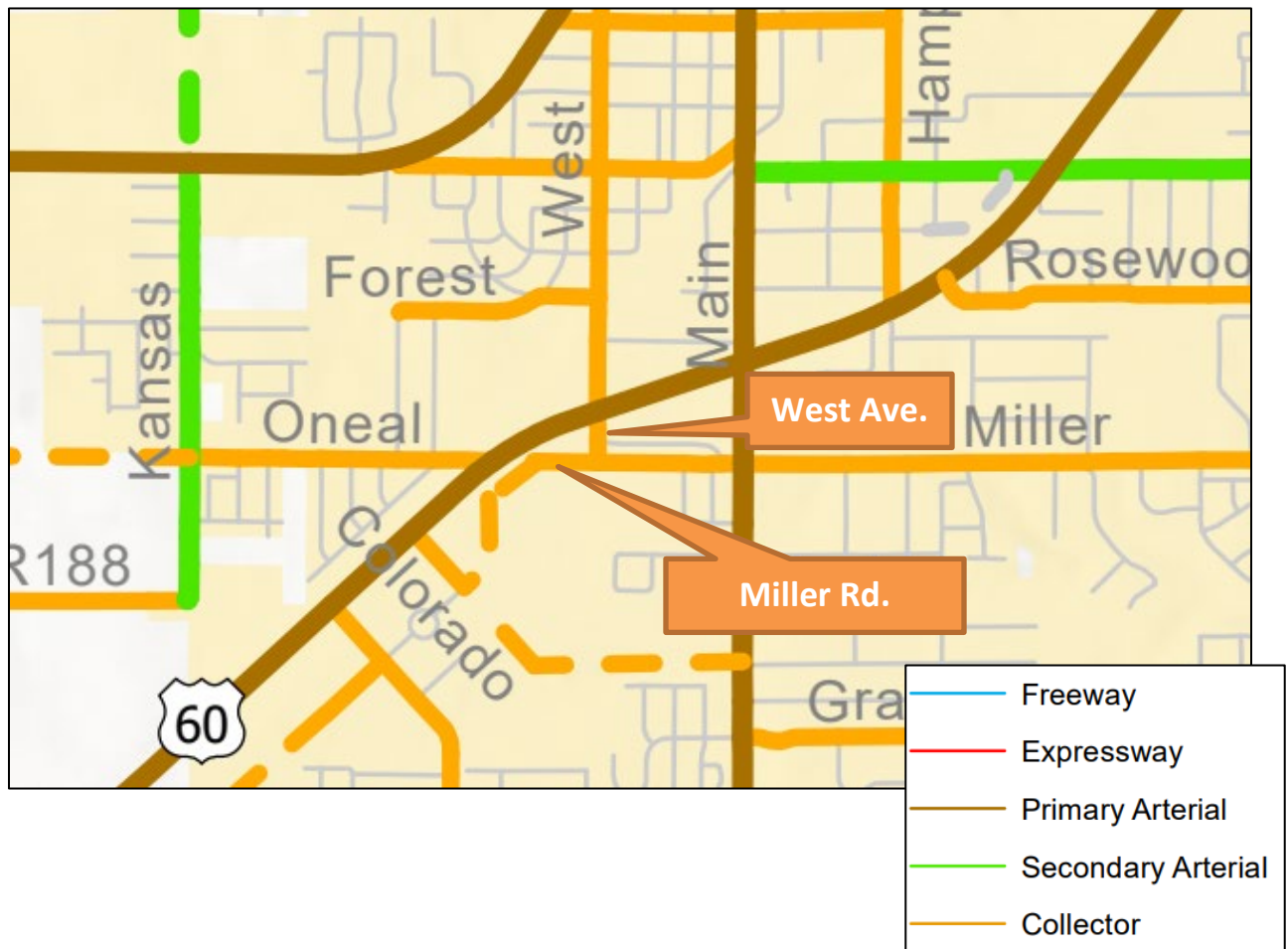
Republic



## Current Federal Classification (*Current Use*)



## Major Thoroughfare Plan - Proposed (Future Use)







## OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

### Application Federal Functional Classification Change

#### Instructions

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Please use this form to submit a reclassification request for an existing roadway or to classify a planned roadway. To better process your application; please fill out the form completely. Upon completion, save the document and email it to [athomason@ozarkstransportation.org](mailto:athomason@ozarkstransportation.org) or fax it to (417) 862-6013. If you have any questions, please contact Andy Thomason at 865-3047 x 107 or [athomason@ozarkstransportation.org](mailto:athomason@ozarkstransportation.org).

**APPLICATIONS ARE DUE FRIDAY, SEPTEMBER 30, 2022 AT 4:00pm**

#### Functional Reclassification Process

- 1. Application.** A general call for applications will be made in September.
- 2. Technical Committee.** The request will be heard at the October Technical Committee meeting. The Technical Committee will hear the item and make recommendation to the Board of Directors. The Technical Committee may decide to table the item until a future meeting.
- 3. Board of Directors.** After a recommendation is made by the Technical Committee, the Board will approve or deny the request, mostly likely in November. If the request is approved, it will be forwarded to MoDOT and FHWA.
- 4. FHWA.** FHWA requires a minimum of 45 days to review the request. A notice of determination will be given to OTO. OTO will forward the notice to the requesting agency.

#### Application Information

---

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

#### Contact Information

---

**Name:** Andy Thomason  
**Title:** Senior Planner  
**Agency:** Ozarks Transportation Organization  
**Street Address:** 2208 W Chesterfield Blvd, Suite 101  
**City/State/Zip:** Springfield, MO 65807  
**Email:** [athomason@ozarkstransportation.org](mailto:athomason@ozarkstransportation.org)  
**Phone:** 417-865-3047 x107  
**Fax:** 417-862-6013

## Roadway Data

<b>Roadway Name:</b>	West Ave
<b>Termini of Roadway</b>	
<b>From:</b>	US 60
<b>To:</b>	Miller Road
<b>Length (miles):</b>	0.07
<b>Number of Lanes:</b>	2
<b>Lane Width:</b>	10
<b>Traffic Volume (AADT):</b>	167

**Is the roadway existing or a future road? If a future road, describe how the project is committed to locally (provide documentation) and state the anticipated date for the start of construction.**

## Classification Change

<b>Type of Area:</b>	Transitional Commercial and Residential
<b>Current Classification:</b>	Local
<b>Requested Classification:</b>	Minor Collector

## Justification

**Explain why the roadway classification should be revised.**

This short segment of West Ave provides a connection between US 60 and Miller Road, an important east/west corridor in Republic. Residents along Charles St and Miller Road can access US 60 from West Ave.

Previously, Miller Rd connected to US 60 0.17mi to the west of West Ave, but this connection was removed with the expansion of US 60. West Ave now serves as the access point to US 60.

**Are there any new developments (residential or commercial) or changes in land usage that will alter the demand on this roadway?**

No

**Will this roadway provide direct access to any points of activity: business parks, industries, shopping centers, etc?**

No

**Is the demand on this roadway changing or is the existing demand inconsistent with its current classification?**

While volumes are low, demand and the access it provides to residential areas south of US-60 is inconsistent with a Local classification.

**Additional information you would like to include.**

This application is submitted in conjunction with the reclassification of Miller Rd, west of West Ave.

**APPLICATIONS ARE DUE FRIDAY, SEPTEMBER 30, 2022 AT 4:00pm**





## OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

### Application Federal Functional Classification Change

#### Instructions

---

Please use this form to submit a reclassification request for an existing roadway or to classify a planned roadway. To better process your application; please fill out the form completely. Upon completion, save the document and email it to [athomason@ozarkstransportation.org](mailto:athomason@ozarkstransportation.org) or fax it to (417) 862-6013. If you have any questions, please contact Andy Thomason at 865-3047 x 107 or [athomason@ozarkstransportation.org](mailto:athomason@ozarkstransportation.org).

**APPLICATIONS ARE DUE FRIDAY, SEPTEMBER 30, 2022 AT 4:00pm**

#### Functional Reclassification Process

- 1. Application.** A general call for applications will be made in September.
- 2. Technical Committee.** The request will be heard at the October Technical Committee meeting. The Technical Committee will hear the item and make recommendation to the Board of Directors. The Technical Committee may decide to table the item until a future meeting.
- 3. Board of Directors.** After a recommendation is made by the Technical Committee, the Board will approve or deny the request, mostly likely in November. If the request is approved, it will be forwarded to MoDOT and FHWA.
- 4. FHWA.** FHWA requires a minimum of 45 days to review the request. A notice of determination will be given to OTO. OTO will forward the notice to the requesting agency.

#### Application Information

---

**Date:** 9/27/2022

#### Contact Information

---

**Name:** Andy Thomason  
**Title:** Senior Planner  
**Agency:** Ozarks Transportation Organization  
**Street Address:** 2208 W Chesterfield Blvd, Suite 101  
**City/State/Zip:** Springfield, MO 65807  
**Email:** [athomason@ozarkstransportation.org](mailto:athomason@ozarkstransportation.org)  
**Phone:** 417-865-3047 x107  
**Fax:** 417-862-6013

## Roadway Data

<b>Roadway Name:</b>	Miller Rd.
<b>Termini of Roadway</b>	
<b>From:</b>	Western Terminus
<b>To:</b>	West Ave
<b>Length (miles):</b>	0.17
<b>Number of Lanes:</b>	2
<b>Lane Width:</b>	10ft
<b>Traffic Volume (AADT):</b>	>25

**Is the roadway existing or a future road? If a future road, describe how the project is committed to locally (provide documentation) and state the anticipated date for the start of construction.**

Existing Road.

## Classification Change

<b>Type of Area:</b>	Transitional Commercial and Residential
<b>Current Classification:</b>	Minor Collector
<b>Requested Classification:</b>	Local

## Justification

**Explain why the roadway classification should be revised.**

After access to US 60 from Miller Rd was removed with previous road improvements, Miller Rd no longer met the requirements of a Minor Collector. Therefore, we are applying to lower the classification to a Local Road.

**Are there any new developments (residential or commercial) or changes in land usage that will alter the demand on this roadway?**

No

**Will this roadway provide direct access to any points of activity: business parks, industries, shopping centers, etc?**

No

**Is the demand on this roadway changing or is the existing demand inconsistent with its current classification?**

Since this segment is now a dead end, it no longer meets the requirements of a collector.

**Additional information you would like to include.**

This application is submitted in conjunction with the reclassification of West Ave, north of Miller Rd.

**APPLICATIONS ARE DUE FRIDAY, SEPTEMBER 30, 2022 AT 4:00pm**

**TAB 7**

## BOARD OF DIRECTORS AGENDA 01/19/2023; ITEM II.F.

### 2023 Performance Targets

#### Ozarks Transportation Organization (Springfield, MO Area MPO)

##### **AGENDA DESCRIPTION:**

MAP-21 established and the FAST Act maintained a performance-based approach to transportation investments, creating National Performance Goals. In keeping with these goals, State Departments of Transportation and Metropolitan Planning Organizations are required to establish targets. Each target has its own requirements and timelines. This year all targets will be reviewed. So far, OTO has elected to plan and program in support of the MoDOT targets, rather than set OTO-level targets. The MoDOT targets are described below.

##### **Safety**

Five individual targets comprise the Safety Targets:

1. Number of fatalities
2. Rate of fatalities per 100 million vehicle miles traveled
3. Number of serious injuries
4. Rate of serious injuries per 100 million vehicle miles traveled
5. Number of non-motorized fatalities and non-motorized serious injuries

OTO can choose to set local targets or can choose to plan and program in support of the MoDOT targets, which are based on a rolling five-year average:

<b>Performance Measure</b>	<b>Statewide Target for CY2023</b>
Number of Fatalities	948.2
Fatality Rate per 100 Million VMT	1.212
Number of Serious Injuries	4,848.7
Serious Injury Rate per 100 Million VMT	6.205
Number of Non-Motorized Fatalities and Serious Injuries	499.2

##### **System Condition**

Six individual targets comprise the Bridge and Pavement Targets:

1. Percentage of NHS Bridges Classified as in Good Condition
2. Percentage of NHS Bridges Classified as in Poor Condition
3. Percentage of Pavements of the Interstate System in Good Condition
4. Percentage of Pavements of the non-Interstate NHS in Good Condition
5. Percentage of Pavements of the Interstate System in Poor Condition
6. Percentage of Pavements of the non-Interstate NHS in Poor Condition

Targets will be reviewed and may be updated every two years. OTO can choose to set local targets or can choose to plan and program in support of the MoDOT targets:

<b>Performance Measure</b>	<b>2021 Baseline</b>	<b>2023 Target</b>	<b>2025 Target</b>
Percentage of NHS Bridges Classified as in Good Condition	27.2%	22.8%	19.2%
Percentage of NHS Bridges Classified as in Poor Condition	7.1%	7.7%	7.8%
Percentage of Pavements of the Interstate System in Good Condition	79.9%	77.5%	77.5%
Percentage of Pavements of the non-Interstate NHS in Good Condition	61.3%	61.1%	61.1%
Percentage of Pavements of the Interstate System in Poor Condition	0.0%	0.1%	0.1%
Percentage of Pavements of the non-Interstate NHS in Poor Condition	0.9%	1.0%	1.0%

### System Performance

There are also six individual targets for System Performance, however only three of them apply to OTO:

1. Interstate Travel Time Reliability Measure: Percent of Person-Miles Traveled on the Interstate that are Reliable (NPMRDS)
2. \*Non-Interstate Travel Time Reliability Measure: Percent of Person-Miles Traveled on the Non-Interstate NHS that are Reliable (NPMRDS)
3. ~~\*Peak Hour Excessive Delay (PHED) Measure: Annual Hours of PHED Per Capita (single unified target for EWG, IDOT, MoDOT) (NPMRDS)~~
4. ~~Non-Single Occupancy Vehicle Travel (SOV) Measure: Percent of non-SOV Travel (single unified target for EWG, IDOT, MoDOT) (ACS)~~
5. ~~Emissions Measure: Total Emissions Reduction for PM2.5, Ozone and CO individually (only applies to EWG, St. Louis)~~
6. Freight Reliability Measure: Truck Travel Time Reliability (TTTR) Index (NPMRDS)

\*4-year target for 2022 initially for phase in and may be adjusted in 2020; in 2022, must establish 2- and 4-year targets

Targets will be reviewed and may be updated every two years. OTO can choose to set local targets or can choose to plan and program in support of the MoDOT targets:

<b>Performance Measure</b>	<b>2021 Baseline</b>	<b>2023 Target</b>	<b>2025 Target</b>
Interstate Travel Time Reliability Measure: Percent of Person-Miles Traveled on the Interstate that are Reliable (NPMRDS)	98.4%	87.1%	86.0%
Non-Interstate Travel Time Reliability Measure: Percent of Person-Miles Traveled on the Non-Interstate NHS that are Reliable (NPMRDS)	95.5%	87.8%	87.0%
Freight Reliability Measure: Truck Travel Time Reliability (TTTR) Index (NPMRDS)	1.18	1.45	1.45

### Transit Asset Management

Four individual targets comprise the TAM Targets:

1. Equipment
2. Rolling Stock
3. Facilities
4. Infrastructure

OTO can choose to set local targets or can choose to plan and program in support of the MoDOT targets. After review of the information and much discussion, the OTO Performance Measures Subcommittee voted to support the MoDOT targets:

MoDOT FY 2023 Targets		
Equipment: Non-revenue support-service and maintenance vehicles (exceeding \$50k at purchase)		N/A
Rolling Stock		
Automobiles, Minivans, Vans	8 Years Useful Life	45%
Cutaways	10 Years Useful Life	45%
Buses	14 Years Useful Life	45%
Ferry Boats	42 Years Useful Life	30%
Facilities		
Administrative, Passenger Stations (buildings), and Parking Facilities	30% with a condition rating below 3.0 on FTA’s TERM Scale	
Maintenance Facilities	25% with a condition rating below 3.0 on FTA’s TERM Scale	
Infrastructure		
Only rail fixed-guideway, track, signals and systems		N/A

### FTA TERM RATING SCALE

Rating	Condition	Description
5	Excellent	No visible defects, new or near new condition, may still be under warranty if applicable
4	Good	Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
3	Adequate	Moderately deteriorated or defective, but has not exceeded useful life
2	Marginal	Defective or deteriorated in need of replacement, exceeded useful life
1	Poor	Critically damaged or in need of immediate repair, well past useful life


### Transit Safety

City Utilities elected to develop their own Public Transportation Agency Safety Plan rather than participate in the statewide plan. A copy of this plan is included in the agenda.

There are four transit safety performance measures:

1. Fatalities: Total number of reportable fatalities and rate per total revenue miles by mode
2. Injuries: Total number of reportable injuries and rate per total vehicle revenue miles by mode
3. Safety Events: Total number of reportable events and rate per total vehicle revenue miles by mode
4. System reliability: State of Good Repair - Mean distance between major mechanical failures by mode

As with other targets set first by MoDOT, OTO can elect to plan and program in support of City Utilities' targets or set separate targets:

Safety Performance Targets							
Mode of Transit Service	Fatalities (Total)	Fatalities (per 250k mi)	Injuries (Total)	Injuries (per 250k mi)	Safety Events (Total)	Safety Events (per 250k mi)	System Reliability (VRM/failures)
Bus Fixed-Route (MB)	0	0	4	1	7	2	14,000
	Fatalities (Total)	Fatalities (Rate)	Injuries (Total)	Injuries (Rate)	Safety Events (Total)	Safety Events (Rate)	System Reliability (VRM/failures)
ADA Paratransit (DR)	0	0	0	0	0	0	30,000
Annual Review and Update of the Safety Performance Targets							
							
January		July		December			

The Safety Performance Targets were based on a 3-year average from FY2019-2021 and will be evaluated annually in July.

#### **TECHNICAL PLANNING COMMITTEE ACTION TAKEN:**

At its regularly scheduled meeting on December 21, 2022, the Technical Planning Committee recommended the Board of Directors support the statewide targets, as well as the safety targets set by City Utilities.

#### **BOARD OF DIRECTORS ACTION REQUESTED:**

That a member of the Board of Directors makes one of the following motions:

“Move to support the statewide targets, as well as the safety targets set by City Utilities.”

OR

“Move to support the statewide targets, as well as the safety targets set by City Utilities, with the following changes...”

# MoDOT Statewide Safety Targets

August 2022 (reported in HSP and HSIP)

Targets based on 5-year rolling average from CY 2019-2023:

Performance Measure	Crash Data				5-Year Rolling Average Baseline (2017-2021)	5-year Rolling Average Statewide Target CY2023
	2020 Final	2021 Preliminary	2022 Interim Target	2023 Target		
Number of Fatalities*	987	1016	963	894	947.4	948.2
Fatality Rate per 100 Million VMT*	1.369	1.282	1.203	1.106	1.239	1.212
Number of Serious Injuries*	4,489	4,777	4,538	4,299	4,722.4	4,848.7
Serious Injury Rate per 100 Million VMT^	6.643	6.646	6.234	5.830	6.311	6.205
Number of Non-Motorized Fatalities and Serious Injuries^	536	542	513	483	499.2	~499.2

\*Performance Measures were reported in the 2022 Highway Safety Plan.

^Performance Measures were reported in the 2022 Highway Safety Improvement Program Annual Report.

**Methodology:** Targets are based on Zero by 2030 fatality reduction, Zero by 2040 serious injury reduction, 1% VMT increase, and non-motorized reduction based on overall fatality and serious injury reductions. An exception is made for instances where the baseline 5-year rolling average is less than the calculated target using the parameters previously described. When this occurs, the baseline will be used as the target.

~The Number of Non-Motorized Fatalities and Serious Injuries using the target setting methodology resulted in a target above the baseline. Therefore, the baseline was used for the target.



# MoDOT Statewide Pavement and Bridge Targets

December 2022

Performance Measure	2021 Baseline	2023 Target	2025 Target
Percentage of NHS Bridges in Good Condition	27.2%	22.8%	19.2%
Percentage of NHS Bridges in Poor Condition	7.1%	7.7%	7.8%
Percentage of Interstate Pavements in Good Condition	79.9%	77.5%	77.5%
Percentage of Interstate Pavements in Poor Condition	0.0%	0.1%	0.1%
Percentage of non-Interstate NHS Pavements in Good Condition	61.3%	61.1%	61.1%
Percentage of non-Interstate NHS Pavements in Poor Condition	0.9%	1.0%	1.0%

# MoDOT Statewide System Performance Targets

December 2022

Performance Measure	2021 Baseline	2023 Target	2025 Target
Interstate Travel Time Reliability Measure: Percent of Reliable Person-Miles Traveled on the Interstate	98.4%	87.1%	86.0%
Non-Interstate Travel Time Reliability Measure: Percent of Reliable Person-Miles Traveled on the Non-Interstate NHS	95.5%	87.8%	87.0%
Freight Reliability Measure: Truck Travel Time Reliability Index	1.18	1.45	1.45

## Transit Asset Management

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### Useful Life Benchmark:

Rolling Stock	Useful Life Benchmark
Automobiles, Minivans/Vans	8 years
Cutaways	10 years
Buses	14 years
Ferry Boats	42 years

### Appendix "A" Vehicle Inventory / Benchmark Useful Life Summary

**Facilities:** The condition assessment used for facilities is the National Transit Data (NTD) Transit Economic Requirements Model (TERM) Rating Scale, a five-point scale used by FTA.

### The TERM Rating Scale:

Rating / Condition	Description
5 - Excellent	No visible defects, new or near new condition, may still be under warranty if applicable
4 - Good	Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional
3 - Adequate	Moderately deteriorated or defective; but has not exceeded useful life
2 - Marginal	Defective or deteriorated in need of replacement, exceeded useful life
1 - Poor	Critically damaged or in need of immediate repair; well past useful life

The TERM Rating Scale breaks down the categories and subcategories into a Score Card (Appendix E). Agencies must use the Score Card and TERM Rating Scale to assess the condition of facility assets. The overall rating for facilities is based on Score Card total points and the replacement cost to compute the average weighted condition. The facility condition data must be updated every four years.

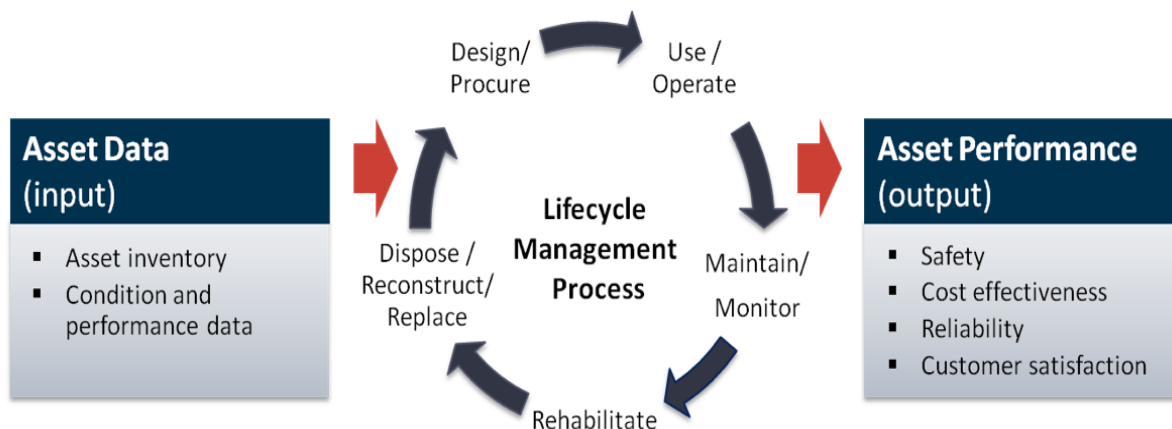
## Chapter 3: Decision Support Tools - Management Approach

The Decision Support Tools - Management Approach is the analytic process or methodology to help prioritize capital assets, projects, and maintain a SGR for public transportation in the State of Missouri.

MoDOT - Transit utilizes the support tool “Template” to assist in analyzing inventory, condition, investment prioritization, and documentation.

# Transit Asset Management

**Asset Life Cycle Process:** The demonstration below shows the life cycle of an asset. Asset management is the process of resource allocation, optimization, and utilization.



## Performance Measures and Targets

Performance Measurement is the process of collecting, analyzing and/ or reporting information regarding the performance of an individual, group, organization, system, or component. It can involve studying processes/strategies within organizations, to see whether outputs are in line with what was intended or should have been achieved.

MoDOT - Transit Sponsored Group TAM Plan will work in partnership with the Accountable Executives in collecting data, monitoring, and decision making. The ultimate goal is maintaining the assets at or below the targets. The Accountable Executive of the agency will be responsible for submitting the needed data to be included within the Sponsored Group TAM Plan.

The performance management approach initiated in the FAST ACT/ MAP-21 includes establishing performance measures and setting targets to improve system performance. A target is a quantifiable level of performance or condition, expressed as a numerical value for the measure. The following table is MoDOT-Transit Sponsored Group TAM Plan State Fiscal Year 2023 targets:

## Transit Asset Management

MoDOT Sponsored Group TAM Plan State Fiscal Year 2023 Targets		
Equipment: Non-revenue support-service and maintenance vehicles (exceeding \$50,000 at purchase)		N/A
Rolling Stock: Revenue vehicles by mode and ULB:		
Automobiles, Minivans, Vans	8 years	45%
Cutaways	10 years	45%
Buses	14 years	45%
Ferry Boats	42 years	30%
Facilities		
Administrative, passenger stations (buildings) and parking facilities	No more than 30% with a condition rating at or <b>below</b> 3.0 on FTA's TERM Scale	
Maintenance facilities	No more than 25% with a condition rating at or <b>below</b> 3.0 on FTA's TERM Scale	
Infrastructure		
Only rail fixed-guideway, track, signals and systems		N/A

It is important to identify what factors are considered when setting performance measure and targets. MoDOT – Transit implements the analysis tools provided by FTA to assist with this process.

The goal for rolling stock is to **reduce** the number of revenue vehicles exceeding the ULB by 45 percent. Rolling stock is divided into category:

### Rolling Stock – Inventory

Asset Type	# of Units	FTA's ULB	% > ULB	Target
Automobiles	21	8	44%	45%
Buses	69	14	42%	45%
Cutaways	699	10	39%	45%
*Minivans	284	8	47%	45%
Vans	96	8	40%	45%
Ferry Boat	1	42	0%	30%

\*Due to the inability to purchase vehicles and Buy America requirements, MoDOT Transit's inventory of minivans is greater than the target percentage of the ULB.

### Facilities – Current Condition

Based on the TERM Rating Scale for facilities, the goal is to have **no** more than 30% with a condition rating below 3.0 on Administration/Passenger Facilities and **no** more than 25% on with a condition rating below 3.0 on Maintenance Facilities.

## ***Transit Asset Management***

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<b>Asset Type</b>	<b># of Units</b>	<b>Avg TERM Condition</b>	<b>% &lt; 3.0 TERM Rating Scale</b>	<b>Target</b>
Administration Facilities	19	3.35	0%	30%
Maintenance Facilities	12	3.21	0%	25%
Parking/Passenger Facilities	7	4.01	0%	30%

### **Chapter 4: Investment Prioritization**

A transit provider's ranking of capital projects is to achieve or maintain a state of good repair based on financial resources from all sources a transit provider reasonably anticipates is available over the Sponsored Group TAM Plan horizon period. The investment prioritization is to link information gained from the asset inventory, condition assessment, and the management

#### **Risk Management**

Risk Management is the identification, assessment, and prioritization of risks followed by coordinated and economical resources to minimize, monitor, and control the probability and/or impact of unfortunate events. Further evaluation may be considered on whether or not each asset class is beyond the SGR or imposing a risk factor.

- Risk factors included are not limited to the following:
  - Condition – failures and malfunctions
  - Outdated/expired equipment or an unacceptable safety risk
  - Preventive maintenance not being conducted
  - Pre and post trip inspection not being conducted
- Mitigation Strategies
  - Dispose of vehicles that pose a safety risk or has exceeded the ULB
  - Rebuild, reconstruct, replace bus and bus facilities and or equipment that pose an irreparable unacceptable safety risk
  - Preventive maintenance schedule
  - Oversight and Compliance Reviews

#### **Disposal Strategy**

MoDOT's Transit Division implements its own disposition procedures, following FTA's guidelines, to ensure vehicles are used until the end of their useful life. In the event a vehicle must be disposed beforehand due to an unacceptable safety risk, the vehicle may be disposed upon MoDOT's approval.

### 3. Safety Performance Targets

Safety Performance Targets							
Mode of Transit Service	Fatalities (Total)	Fatalities (per 250k mi)	Injuries (Total)	Injuries (per 250k mi)	Safety Events (Total)	Safety Events (per 250k mi)	System Reliability (VRM/failures)
Bus Fixed-Route (MB)	0	0	4	1	7	2	14,000
	Fatalities (Total)	Fatalities (Rate)	Injuries (Total)	Injuries (Rate)	Safety Events (Total)	Safety Events (Rate)	System Reliability (VRM/failures)
ADA Paratransit (DR)	0	0	0	0	0	0	30,000

Annual Review and Update of the Safety Performance Targets		
←	★	→
January	July	December

The Safety Performance Targets were based on a 3-year average from FY2019-2021 and will be evaluated annually in July.

Safety Performance Target Coordination		
The Accountable Executive shares our Agency Safety Plan, including safety performance targets, with the Ozark Transportation Organization (OTO) and the Missouri Department of Transportation each year, or when changes are made to the plan. Representatives of City Utilities are available to coordinate with the State and MPO in the selection of State and MPO safety performance targets upon request.		
Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Missouri Department of Transportation	08/19/2022
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	Ozarks Transportation Organization	08/19/2022

#### Risk Reduction Program

City Utilities certifies that we have established a comprehensive agency safety plan that includes a risk reduction program to:

- Improve safety by reducing the number and rates of accidents, injuries, and assaults on transit workers based on data submitted to the national transit database.
- Reduce vehicular and pedestrian accidents involving buses, including measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments.
- Mitigate assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict unwanted entry of individuals and objects into the workspace of bus operators when it is determined that such barriers would reduce assaults on transit workers and injuries to transit workers.

**TAB 8**



**BOARD OF DIRECTORS AGENDA 01/19/2023; ITEM II.G.**

**Federal Discretionary Grant Support**

**Ozarks Transportation Organization  
(Springfield, MO Area MPO)**

**AGENDA DESCRIPTION:**

The USDOT announced the Notice of Funding Availability for the Rebuilding Americas Infrastructure with Sustainability and Equity (RAISE) grants in December 2022. Federal discretionary funding requires a project to appear in a Transportation Improvement Program or have a commitment that a project will appear in the TIP if funding is awarded.

The Ozarks Transportation Organization is working with the City of Republic to reapply for a RAISE Grant for the MM Corridor of Opportunity. OTO staff is writing the grant application. The request will be for a grant of \$25 million for a \$63 million project that will realign MM with an overpass for the BNSF railroad, as well as create 5 lanes from US60 to I-44, as well as provide a trail and sidewalks. The grant application was competitive in the FY 2022 RAISE application cycle.

OTO has prepared a resolution and certificate of inclusion for the Highway MM application. These do not specify the particular discretionary funding program should another avenue of funding be necessary.

**BOARD OF DIRECTORS ACTION REQUESTED:**

A member of the Board of Directors is requested to make one of the following motions:

“Move to approve the included resolution and TIP inclusion certificate as provided.”

OR

“Move to approve the included resolutions with amendments as follows.....”

**OZARKS TRANSPORTATION ORGANIZATION RESOLUTION  
OF SUPPORT FOR THE MM CORRIDOR OF OPPORTUNITY PROJECT**

Whereas, the Ozarks Transportation Organization has identified the MM Corridor as a regional transportation need; and

WHEREAS, development is rapidly occurring along the MM corridor leading to increased safety hazards and capacity concerns

WHEREAS, the MM railroad crossing is hazardous and causes traffic to back up onto US 60

WHEREAS, the Missouri Department of Transportation, the City of Springfield, nor Greene County have been to able to identify adequate funding sources to complete the improvement; and

WHEREAS, the United States Department of Transportation is making available funds for the purpose of improvements to America's infrastructure;

NOW THEREFORE BE IT RESOLVED that the Ozarks Transportation Board of Directors agrees to add the MM Corridor of Opportunity project to the Transportation Improvement Program upon receipt of a federal award.

BE IT FURTHER RESOLVED that the Ozarks Transportation Organization hereby supports the MM Corridor of Opportunity project and authorizes staff to provide letters of support and certification for inclusion in the Ozarks Transportation Organization Transportation Improvement Program.

I, Andrew Nelson, Secretary of the Ozarks Transportation Organization, do hereby certify that the foregoing resolution was duly passed and adopted at the regular meeting thereof assembled this 19th day of January, 2023.

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Andrew Nelson  
Secretary of the Ozarks Transportation Organization Board of Directors



OZARKS TRANSPORTATION ORGANIZATION  
A METROPOLITAN PLANNING ORGANIZATION

CERTIFICATION FOR INCLUSION IN THE  
FY 2024-2027  
TRANSPORTATION IMPROVEMENT PROGRAM

The Ozarks Transportation Organization, which is the Metropolitan Planning Organization for the Springfield, Missouri Urbanized Area hereby certifies that upon award of federal discretionary grant funding, the **MM Corridor of Opportunity** project will be included in the FY 2024-2027 Transportation Improvement Program. The local match funding has been identified and approved. The OTO recognizes the importance of this project and welcomes the federal investment in the region.

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Stephen Childers, Chairman  
Ozarks Transportation Organization  
Board of Directors

January 19, 2023

Date

**TAB 9**

**BOARD OF DIRECTORS AGENDA 01/19/2023; ITEM I.D.**

**Public Comment**

**Ozarks Transportation Organization  
(Springfield, MO Area MPO)**

**AGENDA DESCRIPTION:**

Under Tab 1 of the agenda packet, for Board member review, are Public Comments for the time frame between November 17, 2022 and January 11, 2023. Any additional public comment received by January 18, 2023 will be shared before the meeting.

**BOARD OF DIRECTORS ACTION REQUESTED:**

This item is informational only, no action is required.



## PUBLIC COMMENT



**Area of concern:** Sunshine Street

**City/County of concern:** Springfield/Greene County

**Date received:** 11/19/2022

**Received through:** MoDOT email

**Contact Name:** Jack Wlezien

**Contact Email/Ph #:** [jack.wlezien@gmail.com](mailto:jack.wlezien@gmail.com)

### MoDOT Email Communication

Mr. Wlezien,

Thank you for your interest in the proposed transportation improvement on Sunshine Street, and for providing comments.

Currently, there are no plans to provide roundabouts on Sunshine. Additional improvements will be considered and prioritized with other locations as funding becomes available.

We appreciate the support through your comments for this project.

Sincerely,

Kristi Bachman  
Transportation Project Manager  
Missouri Department of Transportation  
Southwest District

Hi Kristi - Thanks so much for taking the time to write a personal response. Is it merely a budget issue, or are roundabouts not being prioritized right now for the Springfield area? What's the best way for an average citizen like me to advocate for them?

Have a great Thanksgiving,

Jack

**MoDOT Response:** Unknown



## PUBLIC COMMENT



**Area of concern:** Sunshine / Old South Ingram Mill Road / SB US65 / S Lone Pine / Snowplowing

**City/County of concern:** Springfield/Greene County

**Date received:** 11/28/2022

**Received through:** Email

**Contact Name:** Lane Pierce

**Contact Email/Ph #:** pierce.lane@gmail.com

Email

Thanks for the invitation to comment.

I have just moved back to Springfield after being gone for about 35 years. Many changes.

I have a couple of things I would like to comment on.

1. East Sunshine from about Lone Pine all the way to Blackman Road is becoming very congested at times. Especially when Glendale is letting out, and when the work day is ending around 4-6pm. It takes several light cycles to get through this area. There just seems to be TOO MANY driveways that exit to this area and left turners, and people exiting those businesses and trying to turn left are just standing for several light cycles.
2. You need to restrict people turning right off Old South Ingram Mill Road and attempting to get into the left turn lanes for access to 65 Bypass headed north. This street should be restricted to eastbound Sunshine and Southbound 65 Bypass access only. One car can hold up 5 trying to get out.
3. Southbound 65 Bypass, I can't believe it, but it is getting congested from about Sunshine to the merge with James River Freeway 2-3 miles away.... especially, again, around 4-6pm. I would have never thought that this would be the case. But the merging, shifting of lanes, and overall volume reduce this commute to about 30mph at times. On this same route, I am seeing way too many vehicles, including semi's, that are in the right hand lane to exit onto the James River Freeway headed west, then suddenly realize that they want 60 eastbound. They abruptly change lanes at the last minute. There have been several near misses here due to eastbound 60 not having it's own lane that starts back a mile or so.
4. South Lone Pine, from the quarry to Battlefield or north on E Galloway Street to Luster needs to be wider, and made of heavier material. Those trucks coming out of the quarry are HEAVY and they take up the whole road at times. E. Galloway Street is crowned and those trucks sway back and forth making it dangerous to pass or to pass oncoming. They are destroying the nearby streets as well.

5. This comment is about snow plowing. For the last two years, I have noticed that there are no snow plows that venture onto the main streets in Southern Hills. Southern Hills Blvd was NEVER plowed last year even with the heavier snows we had. I keep chains in my truck as I have had to pull several people out of those low places up the hills to get out of the subdivision. It would be nice to get the main ones plowed at least ONCE during a snow.

That is all I can think of right now. Nice to leave Illinois and come to a more progressive area. Love it here.

Lane Pierce  
HOA President Southern Hills Place  
pierce.lane@gmail.com  
630-240-7190

**OTO Response:** Thank you for your comments. Public input is vital to the planning process. This information will be shared our Technical Planning Committee, and our Board of Directors.  
Have a wonderful day!





## PUBLIC COMMENT



**Area of concern:** Footbridges / Bus System / Wider Roads / Sidewalks

**City/County of concern:** Springfield/Greene County

**Date received:** 11/29/2022

**Received through:** Email

**Contact Name:** Mandi Hubbs

**Contact Email/Ph #:** mandih@thelibrary.org

**Email**

I'd like to see more emphasis put on getting people out of their cars and getting around on bicycles and on foot. I'd like to see footbridges over busy roads that are regularly crossed by foot. In Particular, I see a lot of dangerous foot crossings on North Kansas Expressway.

I'd like a more robust and affordable city bus system. I'd like wider roads that accommodate bicycles and more sidewalks. I often see people on bike and on foot crossing the bridge on Scenic between Sunshine and Grand, creating a dangerous situation for cars and the people outside of the cars. Scenic is one of the few ways to go south in that area because of Wilson's Creek. Online maps show a trail crossing Wilson's creek between W Bennet and south Farm Road 135, but there is no such crossing there and it is overgrown/trashed to the point of feeling unsafe. The railroad tracks also create a bottleneck on the northwest side of Springfield, where many folks travel by bicycle or by foot. Many must cross at Kansas Expressway, which is rather unpleasant and doesn't feel particularly safe.

Thanks,

Mandi Hubbs  
She/Her/Hers  
The Library Station  
Reference Associate  
(417) 616-0694

**OTO Response:** Thank you for your comments. Public input is vital to the planning process. This information will be shared our Technical Planning Committee, and our Board of Directors. Have a wonderful day!



## PUBLIC COMMENT



**Area of concern:** Highway 14 & Fremont Road

**City/County of concern:** Ozark/Christian County

**Date received:** 11/29/2022

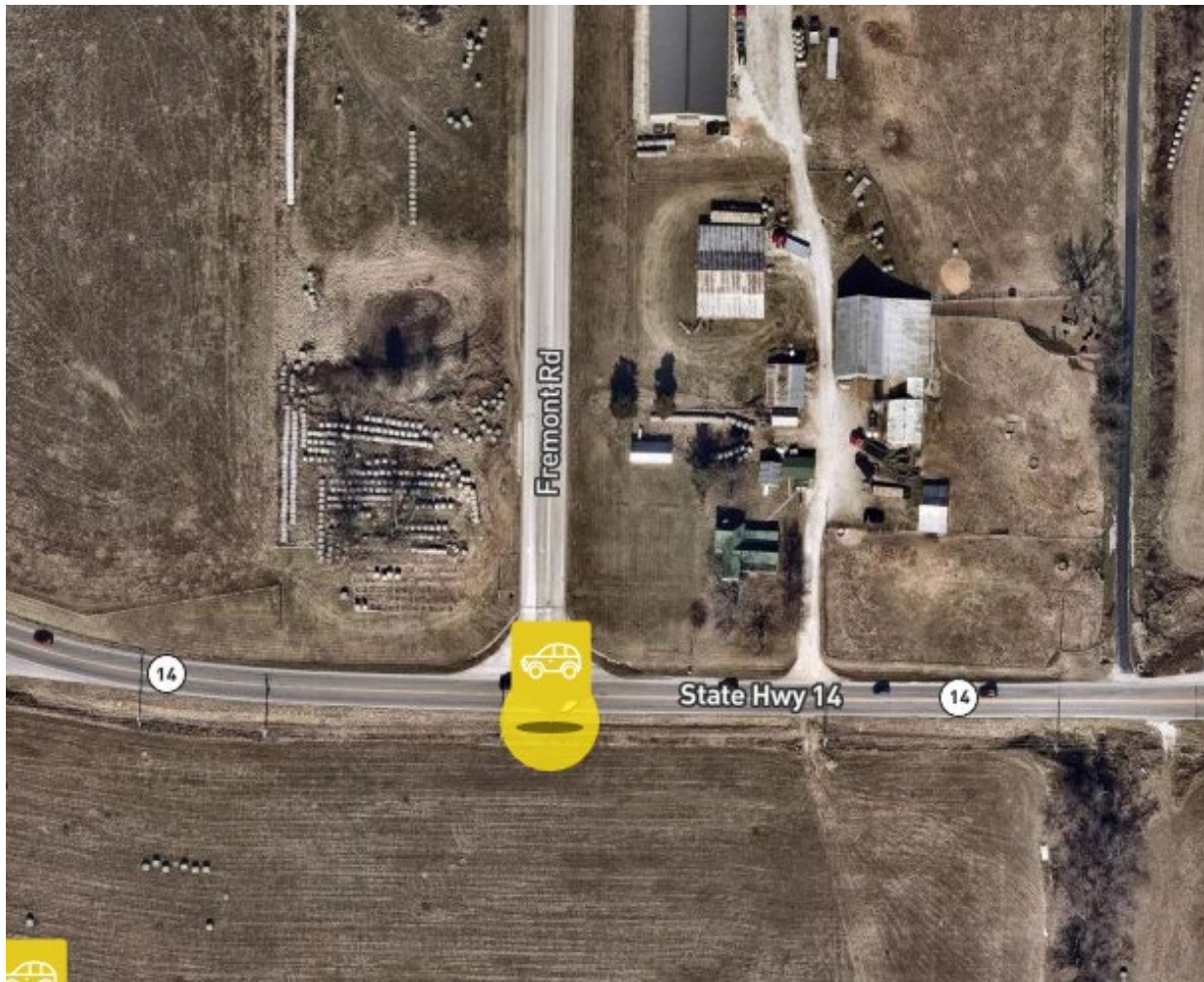
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** Anonymous

**Contact Email/Ph #:** N/A

**Comment:** This intersection needs a traffic light to turn left. During the busier parts of the day, it takes a while to get a break in traffic to be able to turn.

### Map



**OTO Response:** Unable to respond through the Map-A-Concern feature



## PUBLIC COMMENT



**Area of concern:** Cox Road (between Vincent and Warren Ave)

**City/County of concern:** Springfield/Greene County

**Date received:** 12/06/2022

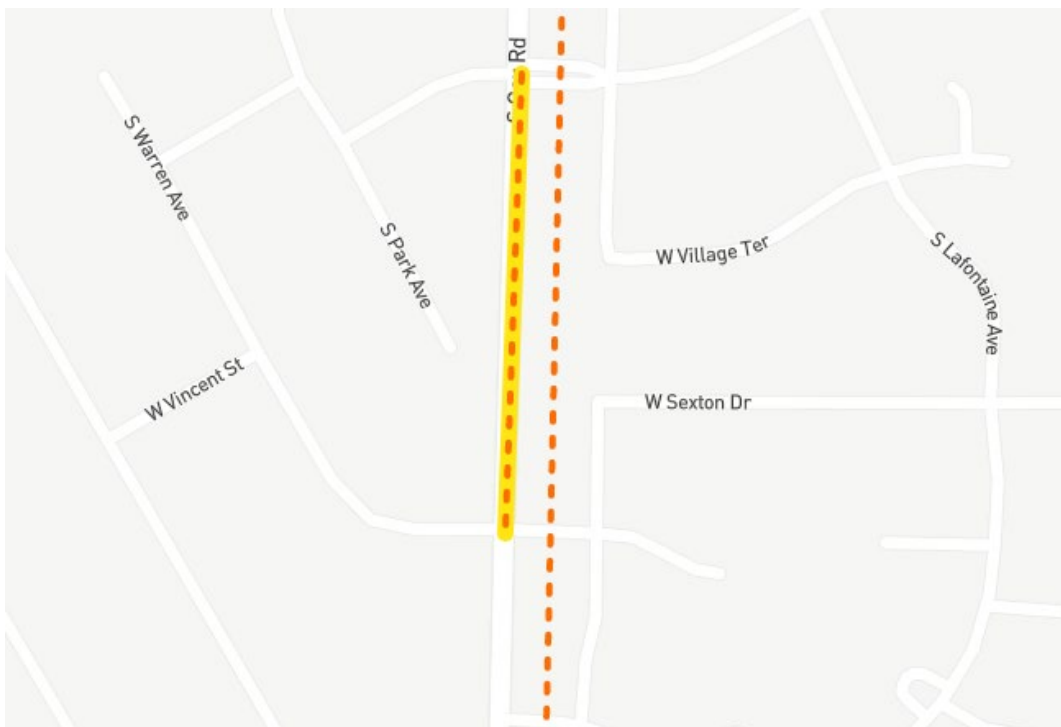
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** David Miller

**Contact Email/Ph #:**

**Comment:** With the opening of the Kansas Exp. Extension in 2023, it is a good opportunity to change the character of S Cox Road (Farm Road 141). I would strongly suggest that a landscaped median island be installed between Vincent Street and Warren Ave. This is a distance of 860 feet with no intersecting streets or driveways. The median island would reduce traffic speed, beautify the area, increase safety and provide a clear message that this is a residential area and they should be using Kansas Ext.

### Map



**OTO Response:** Unable to respond through the Map-A-Concern feature



## PUBLIC COMMENT



**Area of concern:** Cox Road

**City/County of concern:** Springfield/Greene County

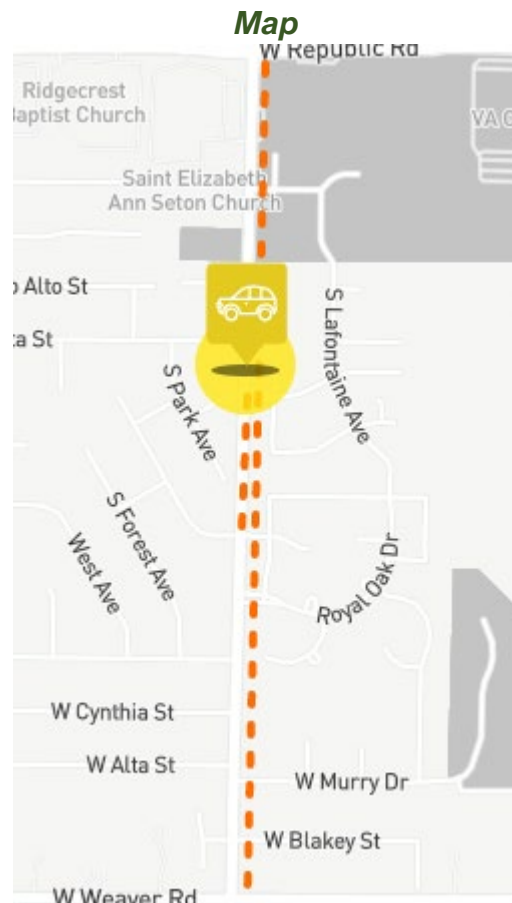
**Date received:** 12/06/2022

**Received through:** Map-A-Concern (OTO website)

**Contact Name:** David Miller

**Contact Email/Ph #:**

**Comment:** With the opening of the Kansas Exp Extension in 2023, the character of S Cox Road (Farm Road 141) needs to be reimaged as a residential collector - not an arterial. A chicane should be installed on S Cox Road midway between the Church of Christ of Latter Day Saints and Vincent Street. There is 430 feet with no driveways that would allow for a chicane to be easily installed. It would slow down speeding traffic, increase safety and allow the area to properly feel residential.



**OTO Response:** Unable to respond through the Map-A-Concern feature



## PUBLIC COMMENT



**Area of concern:** Cox Road Sidewalk (Republic Rd to Weaver Rd)

**City/County of concern:** Springfield/Greene County

**Date received:** 12/06/2022

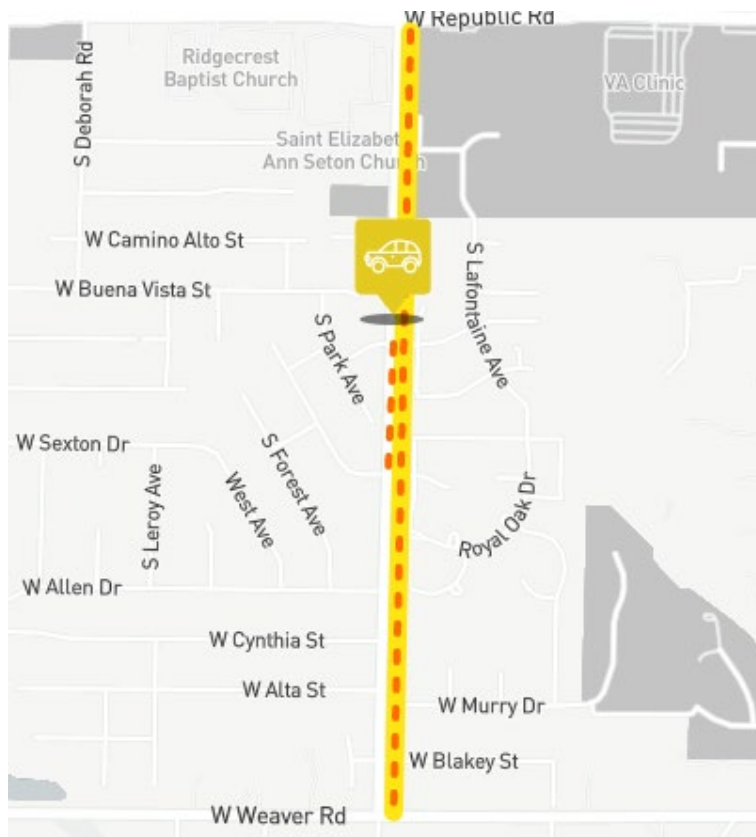
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** David Miller

**Contact Email/Ph #:**

**Comment:** The existing sidewalk on the east side of S Cox Road (Farm Road 141) from W Republic Rd to W Weaver Road is VERY narrow. A large number of families and kids use this sidewalk and have to walk single-file due to the narrow sidewalk - which means little kids are more likely to dart into the roadway because they aren't holding their parents hand. This entire length of sidewalk should be widened to 6 (SIX) feet wide for more and better pedestrian safety

### Map



**OTO Response:** Unable to respond through the Map-A-Concern feature





## PUBLIC COMMENT



**Area of concern:** Ward Branch Trails / On-street Parking

**City/County of concern:** Springfield/Greene County

**Date received:** 12/06/2022

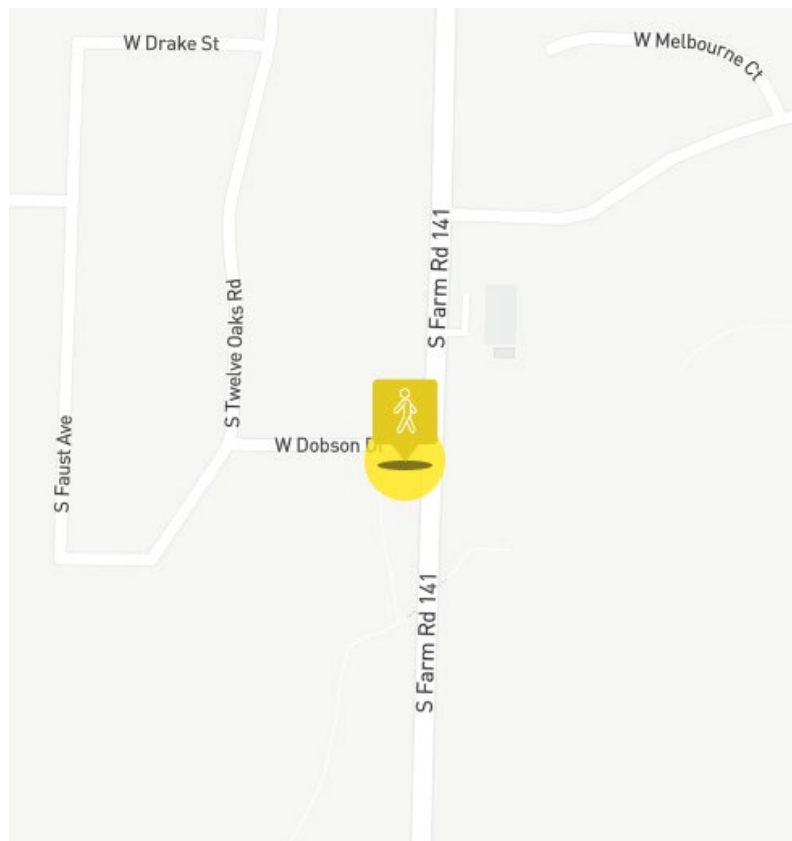
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** David Miller

**Contact Email/Ph #:**

**Comment:** There is a large demand for pedestrians wishing to utilize the walking trails along Ward Branch south of W Dobson Dr. However, there is signage in that area that prohibits on-street parking! This was probably done due to complaints from the nearby residents wish to prevent pedestrians from using the walking path and was probably done under the guise of "traffic safety". Therefore a "small" parking lot should be constructed on the SW corner of Dobson Road for people to better access the trail

### Map



**OTO Response:** Unable to respond through the Map-A-Concern feature



## PUBLIC COMMENT



**Area of concern:** Wren Street

**City/County of concern:** Ozark/Christian County

**Date received:** 12/06/2022

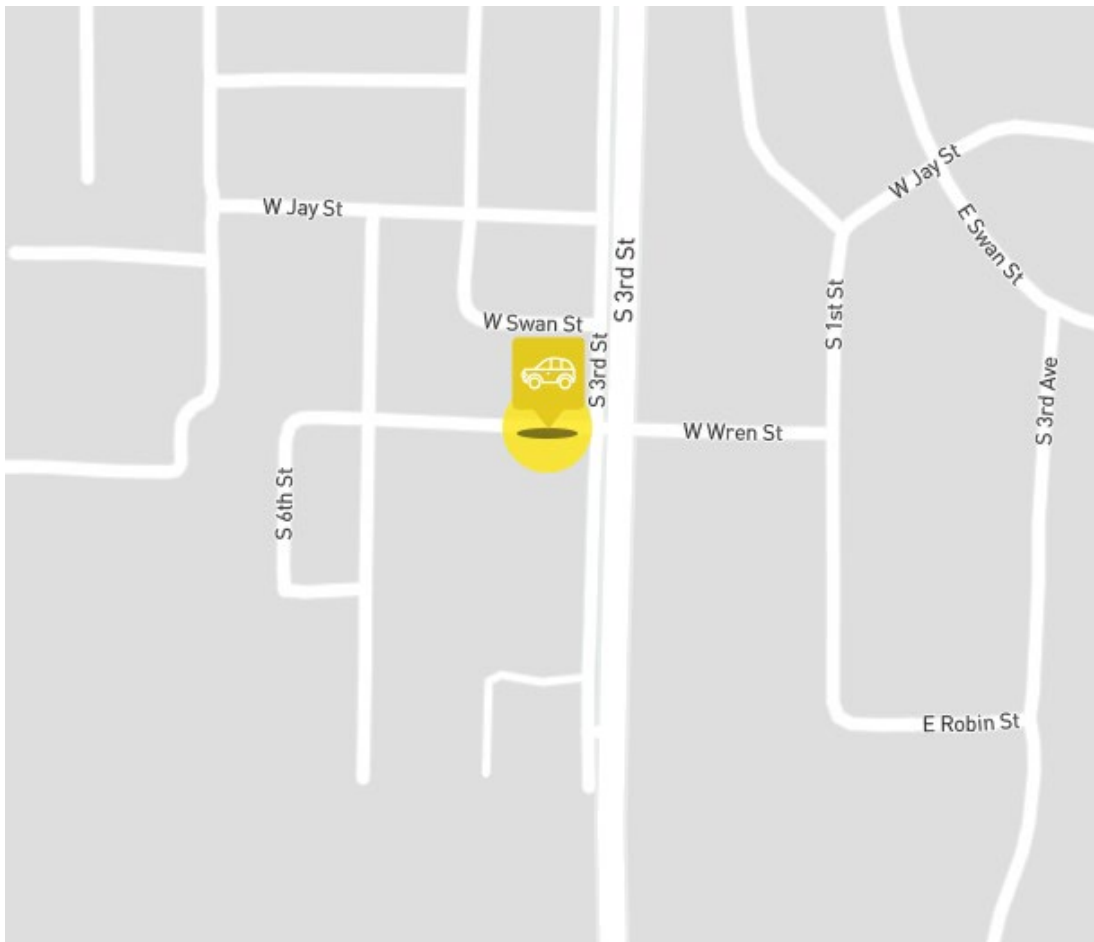
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** Katelyn O'Connor

**Contact Email/Ph #:**

**Comment:** Wren Street is TOO narrow and has some sight-line visibility issues. Widen the road so it doesn't seem to be a small private driveway.

### Map



**OTO Response:** Unable to respond through the Map-A-Concern feature



## PUBLIC COMMENT



**Area of concern:** Trails & Blind Riders

**City/County of concern:** OTO MPO Area

**Date received:** 12/12/2022

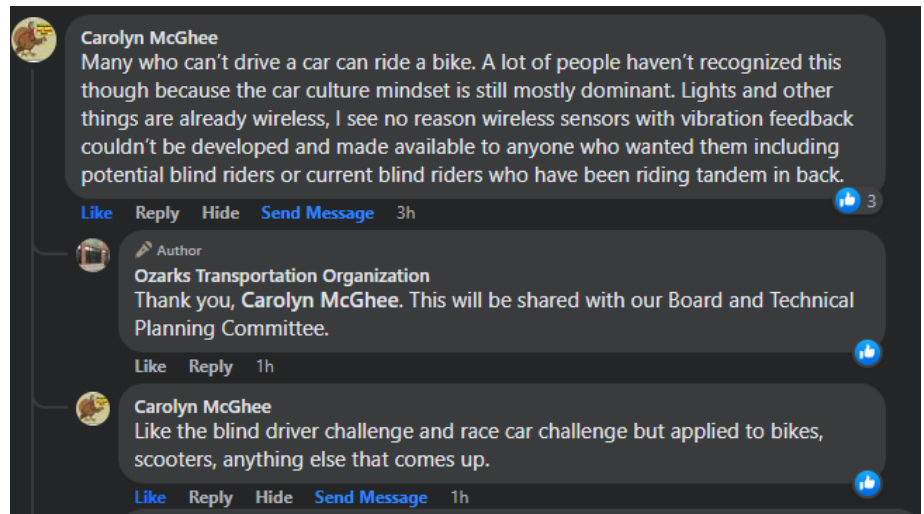
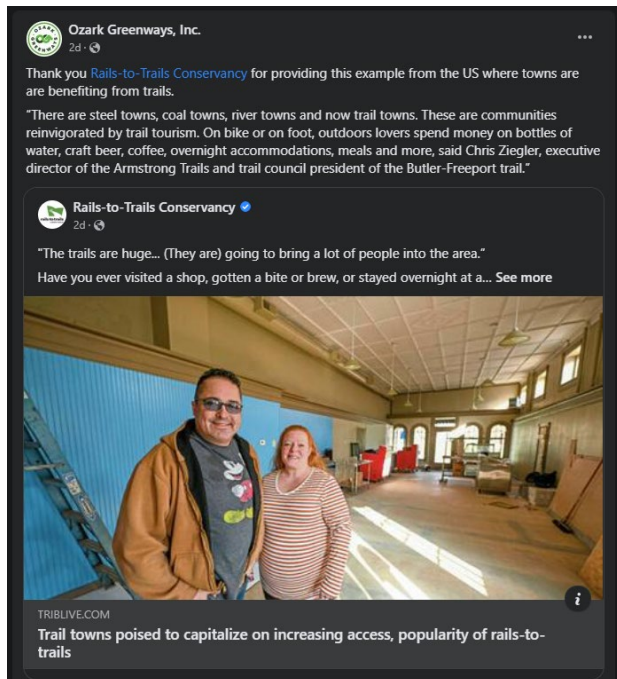
**Received through:** Facebook

**Contact Name:** Carolyn McGhee

**Contact Email/Ph #:** not available

**OTO's Original Shared Posting**

**Facebook Comment**







## PUBLIC COMMENT



**Area of concern:** Cox Road

**City/County of concern:** Springfield/Greene County

**Date received:** 12/17/2022

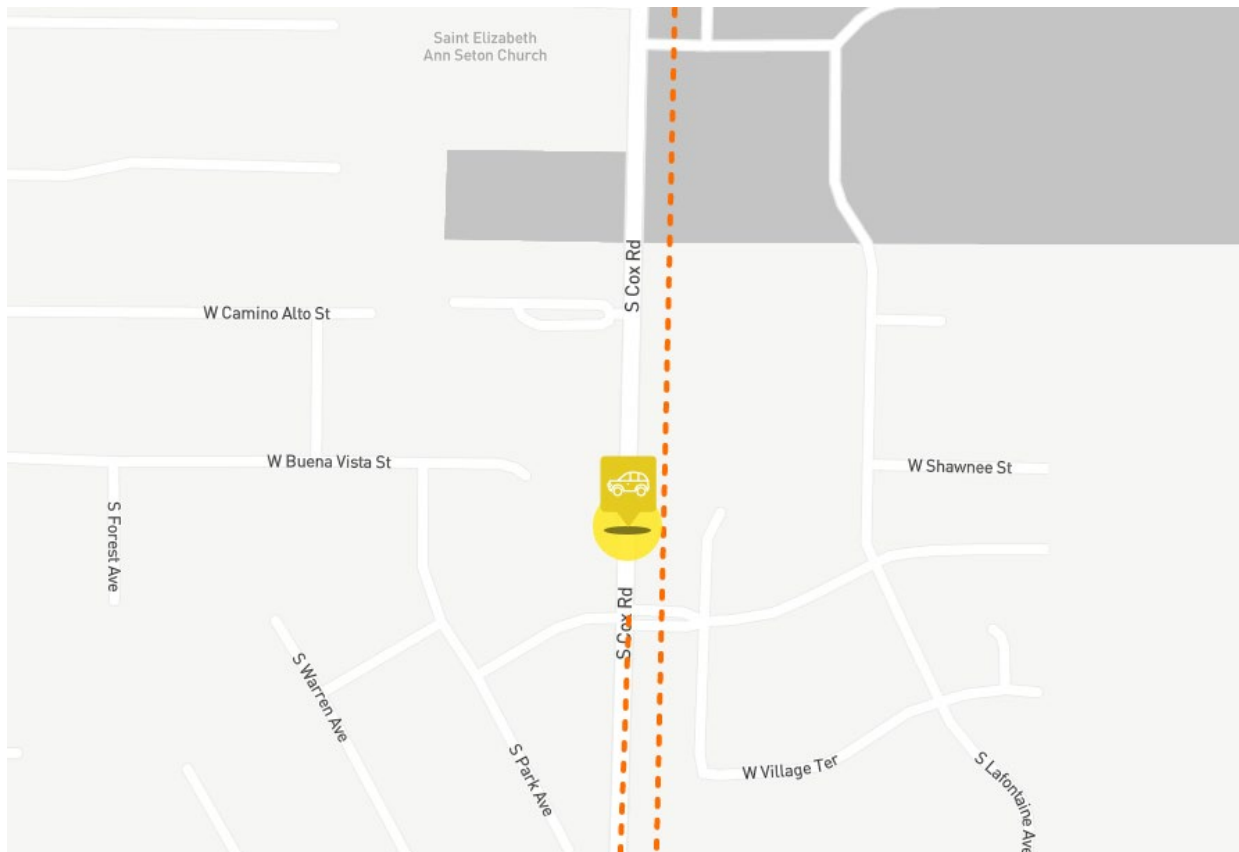
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** Brenda

**Contact Email/Ph #:**

**Comment:** And many people walk that road (Cox Road). It's dangerous in my opinion. The narrow sidewalk is within a foot or on the curb. A few considerate drivers slow down & move over into the middle lane. I suggest a wider sidewalk. Perhaps remove the turning lane & increase the buffer btwn road & sidewalk.

### Map



**OTO Response:** Unable to respond through the Map-A-Concern feature.



## PUBLIC COMMENT



**Area of concern:** Highway CC and Old Castle Road

**City/County of concern:** Nixa/Christian County

**Date received:** 12/16/2022

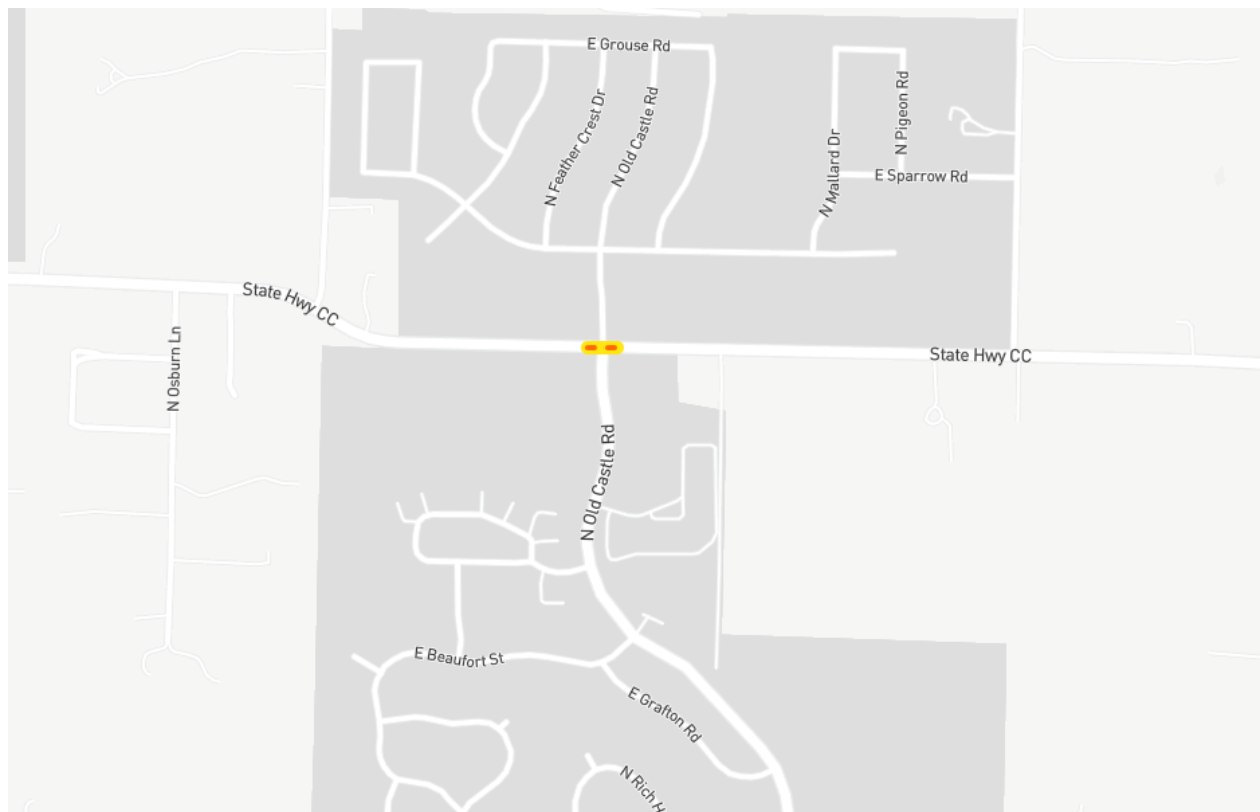
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** Kara Waterman

**Contact Email/Ph #:**

**Comment:** Per MODOT, the study was done in Nov of 2019 and warranted a signal. Can you please give an update for this dangerous intersection? We have no street light and no signal. The way this area is growing and the amount of traffic at such a dark intersection, it is only a matter of time before someone is killed. Please let me know what i can do to get this pushed up on the priority list. Thank you! Please feel free to call me. Kara Waterman 417-860-4279

### Map



**OTO Response:** Ms. Fields contacted Ms. Waterman.



## PUBLIC COMMENT



**Area of concern:** Highway CC & Old Castle Road

**City/County of concern:** Nixa/Christian County

**Date received:** 12/16/2022

**Received through:** Email

**Contact Name:** K Waterman

**Contact Email/Ph #:** kwaterman@hcblawfirm.com

**Email**

The intersection of CC and Old Castle Road in Nixa is so very dangerous! No street light and no signal. I have talked to MODOT and they said it deemed a light from the Nov 2019 study. There are only 2 ways to get to 65 and this is the best option of the two (the road to the south is worse than this one!). A round-about was put in on Old Castle Road this last year. It is jaw dropping that a roundabout was installed on OCR before a signal at CC/OCR when the traffic is so heavy on CC and they are going 45-55mph. There are tons of people living in this growing area and even a senior center there at that intersection. Please help me know what, if anything, I can do to help get this prioritized. Thank you!

**OTO Response:** Ms. Fields contacted K. Waterman.



## PUBLIC COMMENT



**Area of concern:** Fremont Avenue and Independence Street

**City/County of concern:** Springfield/Greene County

**Date received:** 12/22/2022

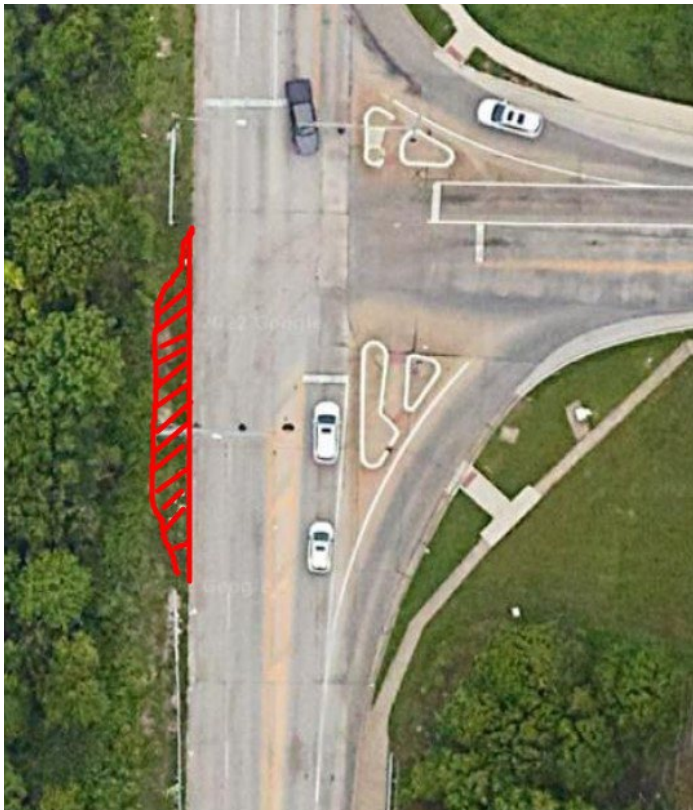
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** David Miller

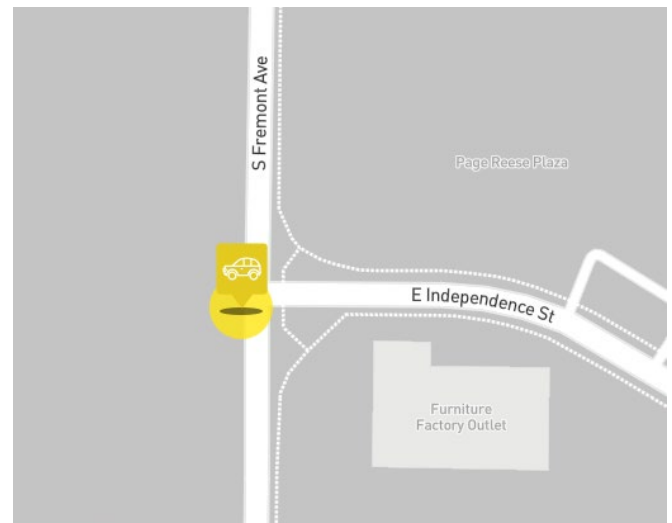
**Contact Email/Ph #:**

**Comment:** The dual WB to SB left turn lanes are narrow. As vehicles make the turn, there is conflicts as the left lane vehicles swing wide and the right lane vehicle cut the corner. A easy low-cost solution would be to bump-out the west curb of Fremont - beginning near the intersection and running south to the existing guardrail. Even if it was only bumped-out 3 or 4 feet it would make a big difference on safety by having more space for the left turning vehicles to swing wide and have ample lane width.

**Commenter Submitted Photo/Drawing**



**Map**



**OTO Response:** Unable to respond through the Map-A-Concern feature.



## PUBLIC COMMENT



**Area of concern:** Seminole Street & Golden Avenue

**City/County of concern:** Springfield/Greene County

**Date received:** 01/05/2023

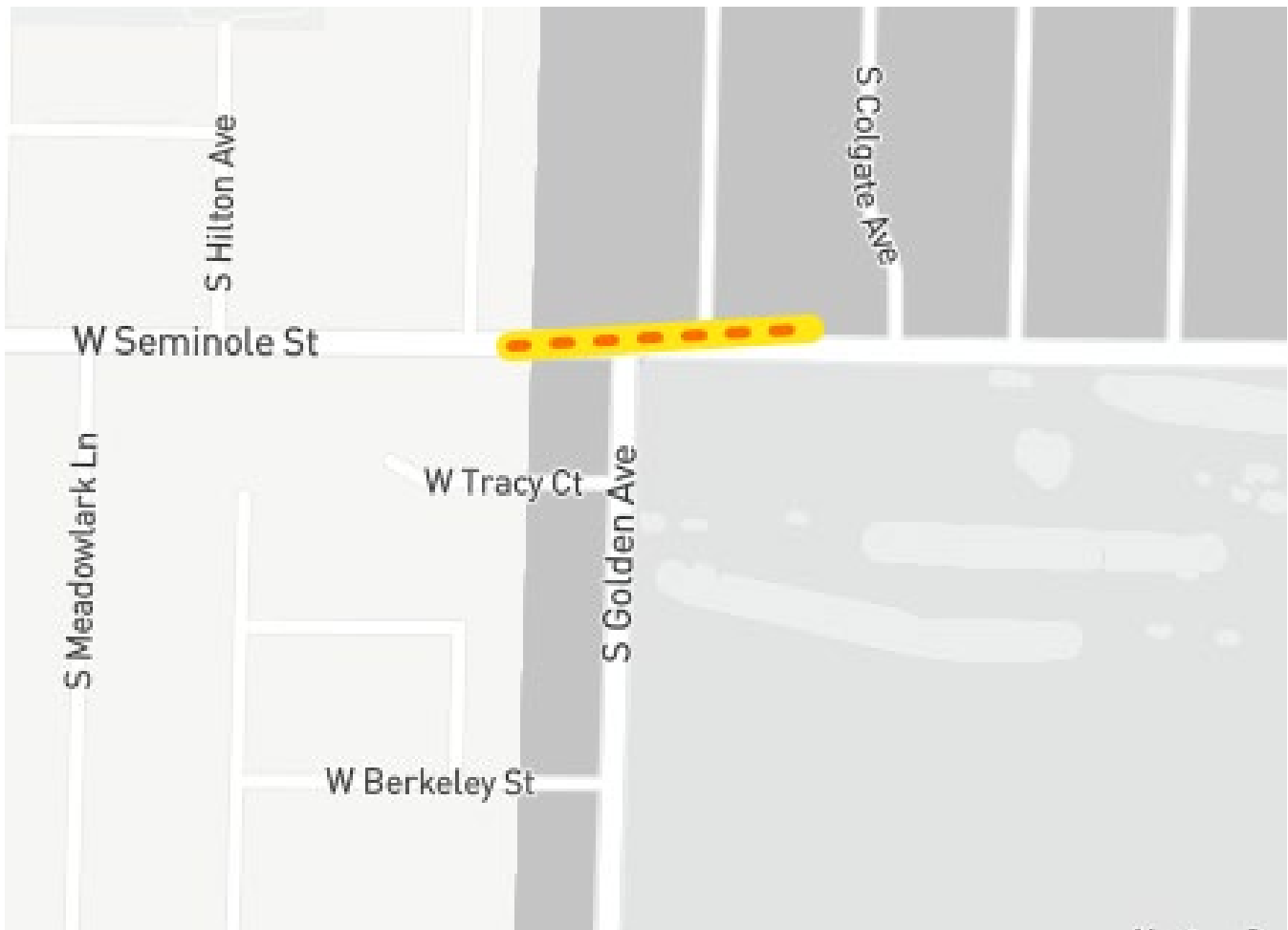
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** Anonymous

**Contact Email/Ph #:** N/A

**Comment:** Intersection could be improved.

### Map



**OTO Response:** Unable to respond through the Map-A-Concern feature





## PUBLIC COMMENT



**Area of concern:** Highway 160 at I-44

**City/County of concern:** Springfield/Greene County

**Date received:** 01/05/2023

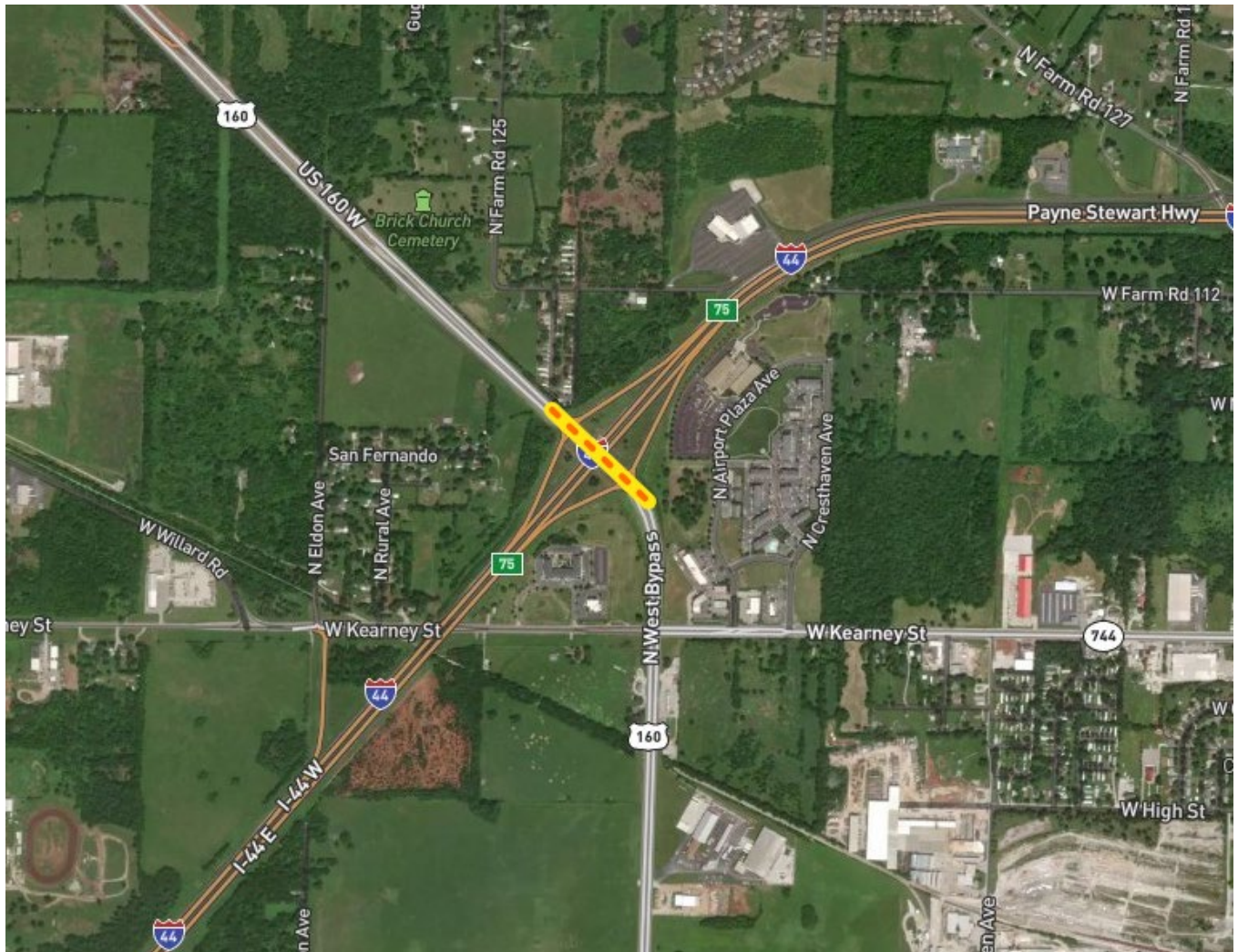
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** Anonymous

**Contact Email/Ph #:** N/A

**Comment:** This intersection needs to be a diverging diamond for safety and traffic flow.

### Map



**OTO Response:** Unable to respond through the Map-A-Concern feature



## PUBLIC COMMENT



**Area of concern:** Hwy 60 / JRF / MM / ZZ / Hwy 174 / Main St / Hwy 65

**City/County of concern:** Republic/Greene County

**Date received:** 01/10/2023

**Received through:** Website

**Contact Name:** Matt Pearce

**Contact Email/Ph #:** matt.pearce@republicschools.org

**Website comment**

Hello,

I would like to provide input into some transportation items in Greene County.

1. We need to emphasize the expansion of highway 60 to three lanes between Republic and James River Expressway.
2. Additionally, we need some serious master planning on highway 60 where the city and school district have purchased property and plan to build. We need two efficient entrance and exits to/from this area. During the next 15 years we could have at least three school buildings in this area, which will mean buses, employee traffic, and probably 200 car riders per school twice per day during the school year.
3. Need to prioritize MM connecting to ZZ in Republic as the new city/MODOT graphs demonstrate.
4. We need help expanding the intersection of highway 174 and main street in Republic. This is a very busy area and backs up frequently during the mornings, afternoon dismissal, and during 5pm travel home.
5. Big picture - what about expanding James River Freeway to the North near Willard and Ash Grove and then eventually connecting to highway 65?

Hope these help

Matt

--

Matt Pearce  
Superintendent  
@mpearce62  
636 North Main  
Republic, Missouri 65738  
417-732-3605

**OTO Response:** Executive Director Sara Fields responded to the email.



## PUBLIC COMMENT



***Area of concern:*** Highway 174 to Hwy 60 / Rose Hill Road

***City/County of concern:*** Republic/Greene County

***Date received:*** 01/10/2023

***Received through:*** Website

***Contact Name:*** Corinne Barnes

***Contact Email/Ph #:*** rbarnes108@gmail.com

### **Website comment**

I am a resident of Billings, Mo just 6 miles from Republic. Lived in Republic for 2 years. I love this area, but as you know Republic is booming. Two suggestions, an alternate road from 174 to Lowes parallel to 60 hwy and 4 lane extension from Republic through Billings. Also a traffic light at 60 hwy and Rose Hill Rd. Impossible to access 60 from Rose Hill during rush hours and actually anytime. Thank you for your consideration.

***OTO Response:*** Thank you for your comments. Public input is vital to the planning process. This information will be shared with our Board of Directors and Technical Planning Committee as well as MoDOT and the City of Republic. These suggestions will be added to our list of possible recommendations for funding to MoDOT. Thank you again!





## PUBLIC COMMENT



**Area of concern:** Mt. Vernon / Scenic / Kansas Exp / W. Bypass / Clifton / Madison

**City/County of concern:** Springfield/Greene County

**Date received:** 01/10/2023

**Received through:** Website

**Contact Name:** Sharon L. Brooks **Contact Email/Ph #:** sbrooks@basspro.com

### Website comment

Hello,

I am the Vice President of the Westside Neighborhood Betterment Association, which is the area of Springfield East of West Bypass, South of Chestnut Expressway, West of Kansas Expressway & South of Grand Ave. Last night at our meeting we discussed some traffic improvements that would benefit our neighborhood.

First is a continuous sidewalk along West Mt Vernon Street from Scenic Avenue to Kansas Expressway. We have a lot of foot traffic in our neighborhood, and when people are walking, pushing carts etc. it is dangerous for them to be in the street.

Second would be to have something done with the traffic backup on Mt Vernon at West Bypass, in the morning and evening this intersection on the east side of the Bypass on Mt Vernon gets so far backed up, it would be nice to alleviate this congestion for the motorists. Thank you for your time. If it matters your email was sent to our president Lydia Austin, but she was out sick at our meeting, so I am replying for her.

Thank you,  
Sharon Brooks  
Westside Neighborhood Betterment Association

Sorry, I forgot another thing we discussed last night. At the corner of Clifton & Madison, we would like a flashing stop sign to replace the stop sign on Clifton. There have been several near misses, from people not seeing the stop signs on Clifton.

Thank you,  
Sharon Brooks

**OTO Response:** Thank you for your comments. Public input is vital to the planning process. This information will be shared with our Board of Directors and Technical Planning Committee as well as MoDOT and the City of Springfield. These suggestions will be added to our list of possible recommendations for funding to MoDOT. Thank you again!



## PUBLIC COMMENT



**Area of concern:** Hwy 60 / JRF / ZZ / FR 168 / Main / 174

**City/County of concern:** Republic/Greene County

**Date received:** 01/10/2023

**Received through:** Email

**Contact Name:** Joyce Lopez

**Contact Email/Ph #:** joycelopez1622@gmail.com

### Website comment

As Republic continues its rapid growth, I believe improvements to highway and county roads are imperative. I've listed a few I see as important to the growth of the community

1. expansion of Hwy 60 from James River Freeway thru Republic west to or past Billings including outer road construction eliminating the numerous entrances to businesses as they currently exist. The addition of a pedestrian overpass or tunnel would be helpful as many children are pedestrians trying to cross that highway before and after school.
2. MM widening and re-routing past 60 to ZZ to eliminate the railroad crossings currently creating traffic issues. Elimination of or improvements to allow better traffic flow throughout republic around railroad crossings. There is only one overpass at 174 that allows traffic to avoid railroad delays.
3. Improvement of intersection at N and Farm Rd 168. Blind hilltop coming up on the intersection as drivers on N approach 168. Very Dangerous especially for those trying to travel across N.
4. Improvements to intersection of 174 and Main/N hwy to better allow traffic flow around the schools. Dangerous 2 lane
5. ZZ improvements around high school to assist traffic flow with all the new subdivisions in the area and school traffic.

Thank you. As we grow, I know there will be many more projects required but these I believe as immediate, urgent needs.

Joyce Lopez  
Faculty Emeritus, MSU  
Republic Chamber of Commerce Board Member

**OTO Response:** Thank you for your comments. Public input is vital to the planning process. This information will be shared with our Board of Directors and Technical Planning Committee as well as MoDOT and the City of Republic. These suggestions will be added to our list of possible recommendations for funding to MoDOT. Thank you again!



## PUBLIC COMMENT



**Area of concern:** Bike Lane – Sunshine St between National & Grand

**City/County of concern:** Springfield/Greene County

**Date received:** 01/09/2023

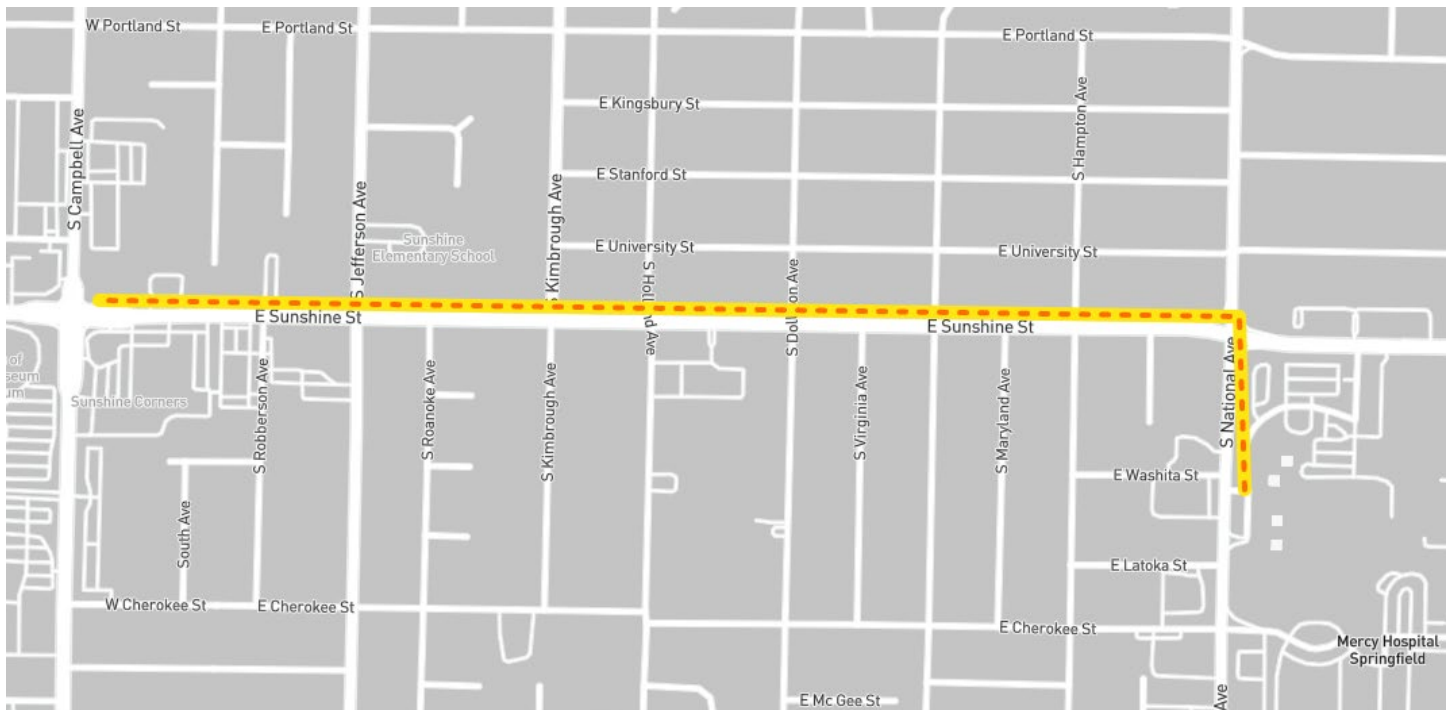
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** Kevin Evans

**Contact Email/Ph #:** N/A

**Comment:** Can you place bike lanes on Sunshine Street between National and Grand Avenue to further commuter transportation beyond the Grant Avenue corridor?

### Map



**OTO Response:** Unable to respond through the Map-A-Concern feature



## PUBLIC COMMENT



**Area of concern:** Glenstone & Erie

**City/County of concern:** Springfield/Greene County

**Date received:** 01/11/2023

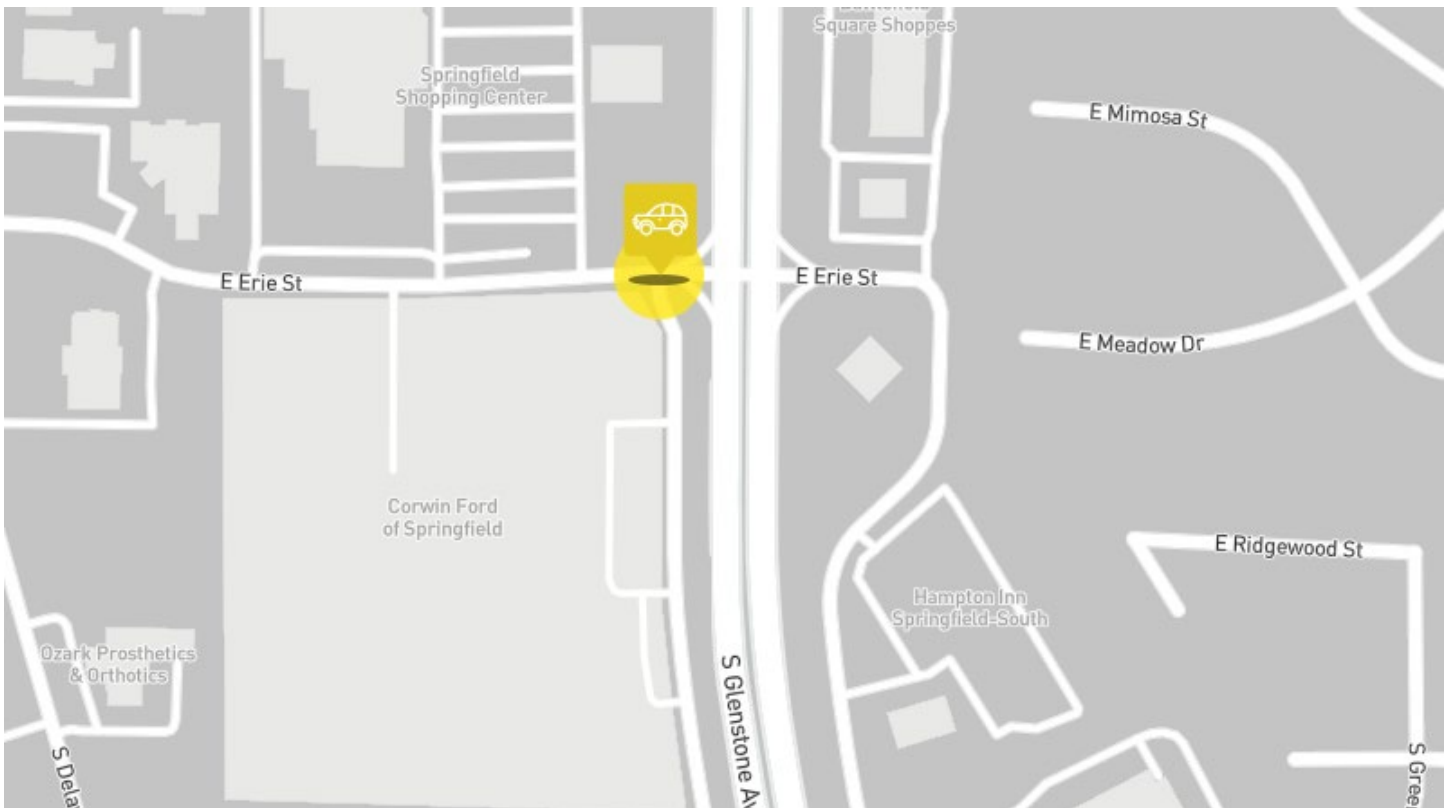
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** Sara R

**Contact Email/Ph #:** N/A

**Comment:** this interchange is challenging for cars exiting the sideroad from glenstone marketplace. the short distance from the entrance to the side road to the left turn lane (from earie onto glenstone) often causes vehicles to block the straight and right turn from erie on/through glenstone. cars in the turning lane also block visibility of cars turning R. onto erie from s bound glenstone. It is a scary place to exit no matter which way you're going.

### Map



**OTO Response:** Unable to respond through the Map-A-Concern feature



## PUBLIC COMMENT



**Area of concern:** Glenstone & Cherry Crosswalk

**City/County of concern:** Springfield/Greene County

**Date received:** 01/11/2023

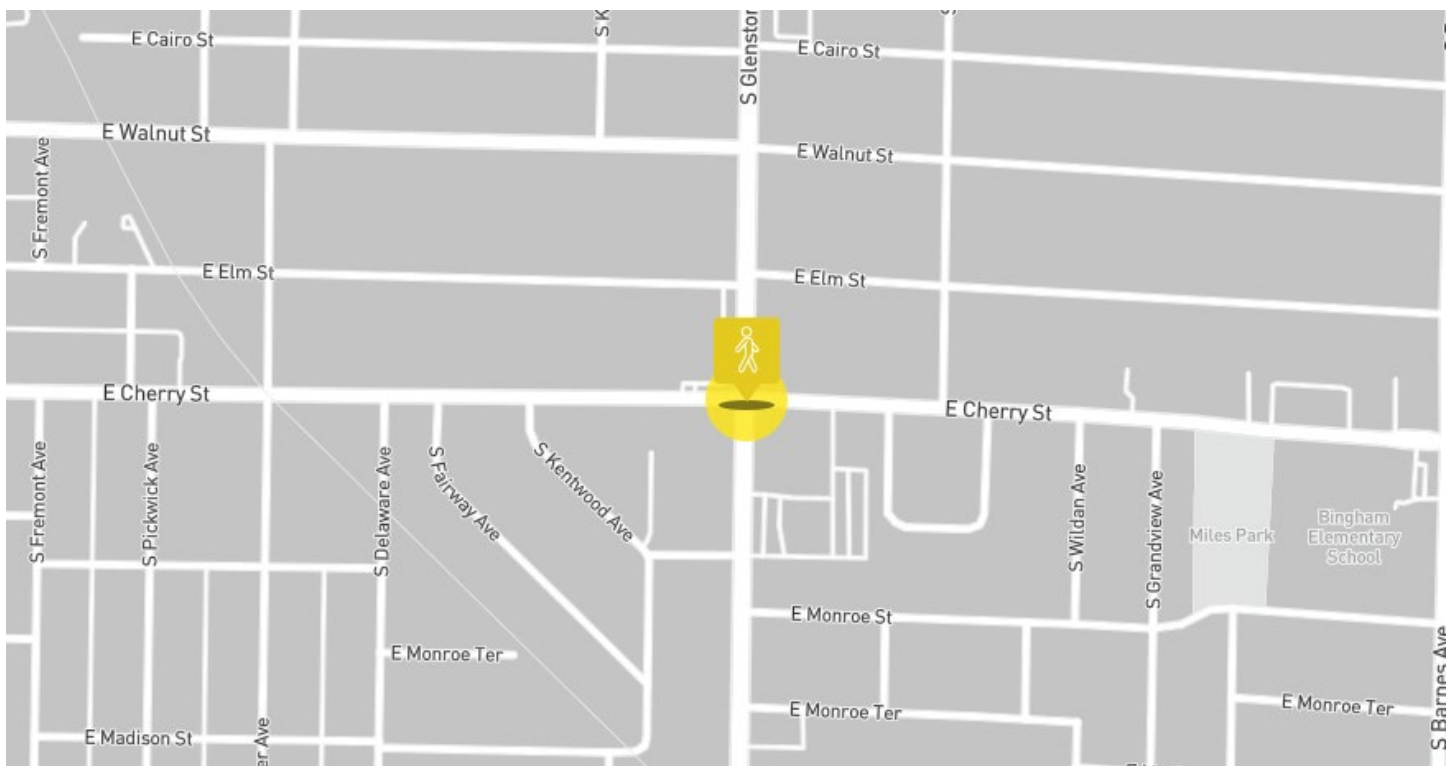
**Received through:** Map-A-Concern (OTO website)

**Contact Name:** Sara Rabberman

**Contact Email/Ph #:** N/A

**Comment:** There is no crosswalk at this intersection which makes crossing glenstone from the northbound bus stop to Rountree neighborhood risky.

### Map



**OTO Response:** Unable to respond through the Map-A-Concern feature

**TAB 10**

12/15/2022

## Walmart Deploys Same-Day Drone Delivery in 3 States

New delivery option enables shoppers to easily purchase last-minute gifts



**Lynn Petrak (/author-pro le/lpetrak)**  
Senior Editor

Walmart has hit the launch button on drone delivery in Arizona, Florida and Texas. Shoppers in the Phoenix, Tampa, Orlando and Dallas areas can look to the skies for drones that carry items up to 10 pounds in as little as 30 minutes.

In Phoenix, the drones are now delivering orders from four supercenters, including two stores in Peoria, Ariz., and two locations in Glendale, Ariz. People living within a quarter mile of those stores can order goods online at [www.droneupdelivery.com](https://droneupdelivery.com) (<https://droneupdelivery.com/>).

Over in Orlando and Tampa, the new delivery option will be fulfilled from seven stores. Customers living within a mile of a participating store can place orders.

And in Dallas, customers living within a mile of the 11 participating stores can place orders for drone delivery.

More than 10,000 products are eligible for this kind of aerial delivery, which uses cables to lower packages into people's property. According to Walmart, first-time shop-by-drone customers can get the standard \$3.99 delivery fee waived by using promo codes FreeDeliveryAZ, FreeDeliveryFL and FreeDeliveryTX.

All orders can be place via the DroneUp website between 8 a.m. and 8 p.m. local time.

"Drone delivery makes it possible for our customers to shop those last-minute or forgotten items with ease, in a package that's frankly really cool. Being on the forefront of that innovation at Walmart is something we're proud of," said Vik Gopalakrishnan, VP, innovation and automation for Walmart U.S. "It may seem like a futuristic option, but it's giving our customers what they've always wanted, and that's time back to focus on what is most important to them."



More Walmart customers can now place online orders for drone drop-off.

These drone flights are part of Walmart's expansion of the delivery format. Earlier this year, the retailer announced it was [widening its DroneUp network](https://progressivegrocer.com/walmart-ups-ante-drone-delivery) (<https://progressivegrocer.com/walmart-ups-ante-drone-delivery>) to offer the service to four million additional households in Arizona, Arkansas, Florida, Texas, Utah and Virginia.

The drones are guided by certified pilots who operate within FAA guidelines. "Our mission is to set the gold standard for drone delivery and by partnering with Walmart, bring the incredible benefits that drones offer to local communities, organizations, and businesses," explained Tom Walker, CEO of Virginia-based DroneUp. "Our approach is unique; we practice safety above all else and incorporate state-of-the-art technology. Our strong relationship with the FAA has also been critical to our success as we build an infrastructure that supports growth and great career programs for operators now and in the future."

Each week, approximately 230 million customers and members visit Walmart's more than 10,500 stores and numerous e-commerce websites under 46 banners in 24 countries. The Bentonville, Ark.-based company employs approximately 2.3 million associates worldwide. [Walmart U.S.](https://corporate.walmart.com/) (<https://corporate.walmart.com/>) is No. 1 on The PG 100, Progressive Grocer's 2022 list of the [top food and consumables retailers in North America](https://progressivegrocer.com/pg-100-ranking-top-food-retailers-north-america) (<https://progressivegrocer.com/pg-100-ranking-top-food-retailers-north-america>).





# Police investigate pedestrian struck by semi on Springfield road



Police say a pedestrian suffered injuries after a semi struck him on a busy Springfield road. (ky3)

By KY3 Staff

Published: Dec. 8, 2022 at 1:01 PM CST | Updated: 1 hour ago



SPRINGFIELD, Mo. (KY3) - Police say a pedestrian suffered injuries after a semi struck him on a busy Springfield road.

Officers around the noon hour responded to Kearney and Roosevelt. Police say they found the man underneath the semi.

Police say the man’s injuries do not appear to be life-threatening.

To report a correction or typo, please email [digitalnews@ky3.com](mailto:digitalnews@ky3.com)

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**January 12, 2023**

12:25 pm » Wisconsin DOT's Craig Thompson Elected AASHTO VP

[\(https://aashtojournal.org/\)](https://aashtojournal.org/)

The \$3.6 billion Brent Spence Bridge Corridor recently received more than \$1.6 billion through a combination of federal grants – giving the project the “green light” to begin moving toward the start of construction.

*[Above photo by the Ohio DOT]*

That funding follows a project revamp completed in July 2022

(<https://aashtojournal.org/2022/07/22/changes-made-to-brent-spence-bridge-corridor-project/>) as

well as a joint appeal by Ohio and Kentucky in August 2022

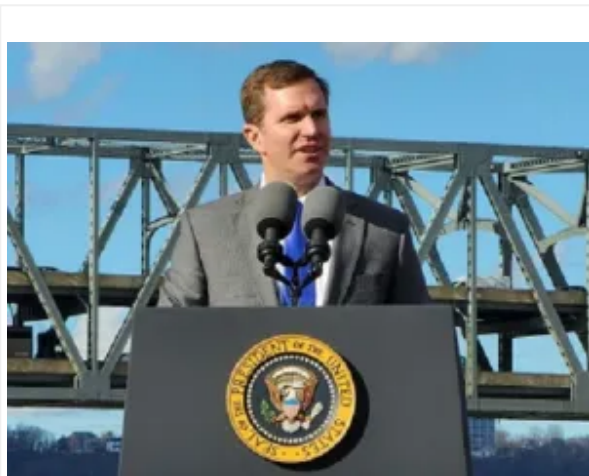
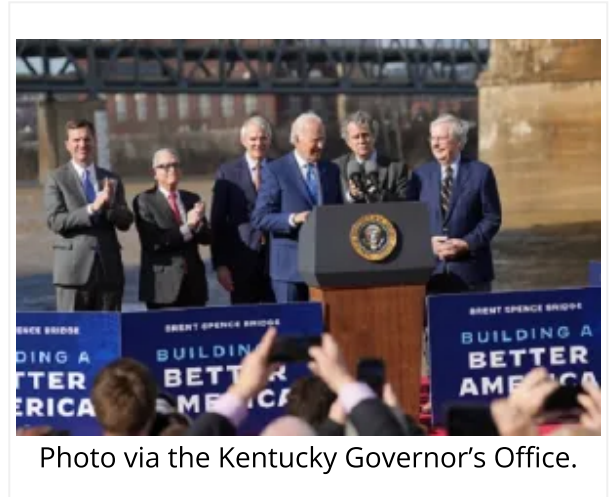
(<https://aashtojournal.org/2022/08/12/kentucky-ohio-seek-more-funds-for-brent-spence-bridge/>) for more federal funds.

*[Editor's note: President Biden headlined a delegation celebrating the federal grant awards to the Brent Spence Bridge Corridor Project that included the governors of Ohio and Kentucky as well as Kentucky Sen. Mitch McConnell (R) and Ohio Sen. Sherrod Brown (D).]*

The Brent Spence Bridge – built in the 1960s – is a key link in the I-75 freight corridor stretching from Canada to Florida. It now carries 160,000 vehicles per day – twice the volume it was originally designed to handle – and the resulting traffic congestion impacts commerce and commuters who travel the corridor.

The joint Ohio-Kentucky project calls for the construction of a companion bridge to the west of the existing Brent Spence Bridge, as well as improvements to the current bridge and the roadway network that ties into each river crossing.

In Ohio, the project also includes plans for “enhanced pedestrian access” across I-75 in Cincinnati to reconnect downtown with western neighborhoods and the City of Cincinnati will regain nearly 10 acres of land to develop in the downtown area.



Kentucky Gov. Beshear. Photo by KYTC.

In Kentucky, the project will include a new storm sewer system to reduce flooding and improve local roads, including enhanced pedestrian and bicycle facilities, in the area of the existing and new bridge.

Selection of the Design Build contractor for the bridge is the next step for the project team – comprised of representatives from the Ohio Department of Transportation and Kentucky Transportation Cabinet. Request for Proposals are scheduled for release to the contractor community in January, with project groundbreaking anticipated in late 2023 and larger

construction activities to follow in 2024.

*[Editor's note: KYTC closed the bridge following a truck crash and fire on November 11, 2020 (<https://aashtojournal.org/2020/11/20/fhwa-issues-er-funds-for-brent-spence-bridge-repairs/>), that damaged its decking and steel beam supports. The bridge re-opened on December 22, 2020, one day ahead of the emergency project's scheduled completion date. That KYTC repair effort was also a finalist (<https://aashtojournal.org/2021/09/24/finalists-selected-for-americas-transportation-awards-contest/>) in the 2021 America's Transportation Awards contest.]*

Substantial completion on the project is slated for 2029, according to a joint statement (<https://www.transportation.ohio.gov/about-us/news/statewide/bsbc-grant-announcement>) by Ohio Governor Mike DeWine (R) and Kentucky Governor Andy Beshear (D).

"Ohio and Kentucky have been discussing the Brent Spence Bridge Corridor Project for almost two decades, and now, we can finally move beyond the talk and get to work," said Gov. DeWine.

"This project will not only ease the traffic nightmare that drivers have suffered through for years, but it will also help ensure that the movement of the supply chain doesn't stall on this nationally significant corridor. I'm grateful to the teams in both states who have worked so hard to make this project a reality."

"I'm thrilled the time has finally come for us to get the companion bridge built," Gov. Beshear added.

“Funding and constructing the Brent Spence Bridge Corridor Project is more than the fulfillment of my administration’s promise,” he said. “Once complete, drivers will have a more enjoyable and efficient drive and we’ll have the infrastructure in place to support the booming economy in this part of the state.”

010623 ([HTTPS://AASHTOJOURNAL.ORG/TAG/010623/](https://aashtojournal.org/tag/010623/))



Gov. DeWine. Photo by the Ohio DOT.

The American Association of State Highway and Transportation Officials (AASHTO) welcomes the republication in whole or in part of any original content from The AASHTO Journal with proper attribution to the association and publication. This includes a link to direct visitors to the AASHTO Journal website.



# Governor's Transportation Cost-Share Program

## PURPOSE

The purpose of the Governor’s Transportation Cost Share Program is to build partnerships with local communities to pool efforts and resources to deliver road and bridge projects. This program is funded with a \$75 million General Revenue appropriation from the General Assembly. Twenty percent (20%) is set-aside for projects that demonstrate economic development. The Cost Share Committee works cooperatively with the Missouri Department of Economic Development (DED) to select projects with the greatest economic benefit to the State. The Committee consists of the Chief Engineer, Chief Financial Officer, Assistant Chief Engineer, and two members selected by the Director. The projects are then recommended for approval by the Missouri Highways and Transportation Commission (MHTC).

## SELECTED PROJECTS

PROJECT SPONSOR	PROJECT DESCRIPTION	TOTAL
Hunt Midwest Real Estate Development, LLC	Mexico City Avenue/I-29 Interchange Improvements	\$2,574,149
City of Springfield	Eastgate Avenue Extension	\$3,480,858
Big Cedar Lodge, LLC	Route 86 Improvements	\$9,540,000
City of Raymore	Dean and 195th Street Roadway Improvements	\$4,094,666

PROJECT SPONSOR	PROJECT DESCRIPTION	TOTAL
Warren County Commission	American Foods Group-Liberty Village Drive Roadway Improvements	\$2,725,500
City of Harrisonville	South Commercial Street Extension	\$1,340,867
Pemiscot County	Route 84 Bridge Widening Project	\$822,834
City of Saint Charles	Riverpointe Block 100, 200, and 300 Improvements	\$4,625,000
Kingsway Development Corp	Delmar Streetscape Improvements	\$3,281,550
St. Francois County	Berry Road Bridge	\$1,825,000
Jefferson County	Project Redbird Roadway Improvements	\$7,281,000
City of Platte City	Route 92 Capacity and Safety Improvements	\$6,667,950
Polk County	Parkview Street and 430th Road Widening and Safety Improvements	\$2,000,000
City of Carthage	Hazel Street and Airport Drive Roadway Improvements	\$656,649
City of Parkville	Route 9 Corridor Complete Streets Improvements	\$1,787,950
City of Independence	Little Blue Parkway	\$866,900
Noles Properties	Bryan Road Commercial Development	\$450,000
City of Moberly	Moberly Industrial Park Street Extension	\$555,560
City of Perryville	Progress Drive Extension	\$1,436,500
City of Monett	Lowes Lane Improvement Project	\$536,876
City of Joplin	Zora Street Widening	\$4,000,000
City of New Madrid	Bloomfield Road Improvements	\$874,250
City of Harrisonville	Royal Street Extension	\$4,486,556
Herzog Contracting Corp	Route AC and Messanie Street Intersection Improvements	\$800,000
City of Owensville	Springfield Road Realignment	\$313,027
City of St. Joseph	Pickett Road and AG Expo Reconstruction	\$2,793,303
Montgomery County Commission	Mega Site Roadway Improvements	\$1,832,000
City of Bolivar	Bolivar East Loop Road	\$3,351,055
		<b>Total: \$75,000,000</b>

[2023 Governor's Cost-Share Program - Selected Projects](#)

# Missouri Department of Transportation

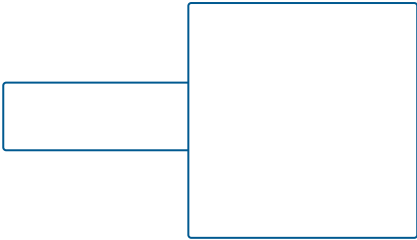
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Our Mission, Values and Tangible Results  
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## How Do I...

- Report a Road Concern
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- Request a Speaker
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# MoDOT: Future Interchange Project at Route 60/Route 125 Near Rogersville

## Focus of January 19 Public Meeting

**Project:** [Route 60 at Route 125 Interchange](#)

**Rogersville, Greene County** – The public is invited to learn more about the final project design and traffic impacts during construction of a new interchange at U.S. Route 60 and Missouri Route 125 in Rogersville, the Missouri Department of Transportation said.

The public meeting is scheduled for 4:30-6 p.m. on Thursday, January 19, at Logan-Rogersville High School, 300 N. Missouri Boulevard (Route 125 north of U.S. Route 60). The meeting will be come-and-go with NO FORMAL PRESENTATION planned. Those who attend can come at any time between 4:30 and 6 p.m.

Anyone unable to attend the in-person meeting can view the same exhibits at an online public meeting available at [www.modot.org/southwest](http://www.modot.org/southwest).

The project will build an interchange at the U.S. Route 60/Route 125 intersection and removing the existing traffic signal. Construction of the project will begin in 2023 with completion in 2024.

## Here's a look at the project:

- Build interchange at U.S. Route 60/Route 125 intersection
- Build interchange ramps for safe access between U.S. Route 60 and Route 125
- Build outer road from Missouri Route 125 to Farm Road 229 and Farm Road 243

## Traffic Impacts:

- All Stages
  - Narrowed lanes and traffic shifts on U.S. Route 60
  - Crews and equipment close to traffic in areas
  - Signs and message boards will alert drivers approaching the work zone
  - Drivers should look for alternate route
- Stage 1
  - Farm Road 229 median crossover CLOSED permanently
- Stage 2 (approximately 1 month)
  - U.S. Route 60 left turn lanes onto Route 125 CLOSED
  - U.S. Route 60 median crossovers CLOSED between Route NN/J and Farm Road 247
  - Signed detour used during this stage
- Stage 4 (approximately 3 months)
  - U.S. Route 60 left turn lanes onto Route 125 CLOSED
  - Route 125 traffic will not be allowed to turn left onto U.S. Route 60
  - Route 125 traffic will be allowed to turn right onto U.S. Route 60
  - U.S. Route 60 median crossovers CLOSED between Route NN/J and Farm Road 247
  - Signed Detour used during this stage
- Stage 5 (approximately 2.5 months)
  - Route 125 CLOSED at U.S. Route 60
  - U.S. Route 60 will have no access to Route 125
  - Route 125 will have no access to U.S. Route 60
  - U.S. Route 60 median crossovers CLOSED between Route NN/J and Farm Road 247
  - Signed Detour used during this stage

**Weather and/or construction delays will alter the work schedule.**

## Project information:

- Contractor: Capital Paving & Construction LLC, Jefferson City
- Completion date: November 1, 2024
- Total estimated Construction cost: \$20.4 million



- Project is a cost-share with the City of Rogersville and Greene County
- Project Webpage: <https://www.modot.org/route-60-route-125-interchange>
- Sign up for project updates: [U.S. Route 60/Route 125 Interchange](#)

END

(For more information, call MoDOT in Springfield at 417-895-7600 or visit [www.modot.org/southwest](http://www.modot.org/southwest))

(Follow MoDOT's Southwest District: [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#))

(Take the Challenge! [Buckle Up/Phone Down](#))

Districts Involved

SOUTHWEST

**Published On:** Thu, 01/05/2023 - 07:48

## Rep. Sam Graves to Lead House Transportation Panel

*Missouri Republican Rep. Sam Graves becomes the committee's 20th chairman. (Transportation & Infrastructure Committee)*

*[Stay on top of transportation news: [Get TTNews in your inbox](https://influence.ttnews.com/lp/sitelink-newsletter-incontent/) (<https://influence.ttnews.com/lp/sitelink-newsletter-incontent/>).]*

A familiar face in the transportation community will lead the congressional committee on freight policy in the U.S. House of Representatives.

Republicans in the chamber chose Rep. Sam Graves (R-Mo.) to manage the affairs of the Transportation and Infrastructure panel during the 118th session of Congress.

With Rep. Kevin McCarthy (R-Calif.) voted in as speaker at the start of the month after an eventful weeklong debate, the chamber kicked off its legislative agenda for the next two years. Graves, formerly the committee's ranking member, succeeded retired Rep. Peter DeFazio (D-Ore.).



A longtime member of the committee, Graves has pledged to expand oversight of the Biden administration, advance policies specific to the panel's jurisdiction and improve supply chain connectivity.

**Rep. Sam Graves** 

@RepSamGraves · [Follow](#)



I'm honored to be selected as the Chair of the Transportation and Infrastructure Committee.

We will have an important role in solving the ongoing supply chain and energy crises—and ensuring our infrastructure dollars are spent wisely.

Let's get to work.

[graves.house.gov](https://graves.house.gov)

Graves Selected to Chair the Transportation and Infrastructur...


Washington, DC – U.S. Rep. Sam Graves (R-MO) has been selected to serve as Chairman of the Transportation and ...

10:53 AM · Jan 10, 2023



(<https://www.ttnews.com/articles/iijas-implementation-gained-momentum-2022>) will be front and center for House Republicans.

“[Transportation and Infrastructure] will have a full agenda over the next two years, including oversight of the administration, its implementation of the massive \$1.2 trillion infrastructure law, and its policies that have exacerbated many of the economic crises facing our nation,” he continued. “We also have an important legislative agenda ahead, including looking at packages to help alleviate ongoing energy and supply chain problems.”



RoadSigns – RS101: ... SOUNDCLOUD

What is the outlook for trucking in 2023? How will the industry change with the current government, economic and business trends? Join host Michael Freeze and TT reporters Eugene Mulero and Connor Wolf. Hear the program above and at [RoadSigns.TTNews.com](https://roadsigns.ttnews.com) ([https://roadsigns.ttnews.com/episodes/2023-year-in-preview/?utm\\_source=ttnews&utm\\_medium=online&utm\\_campaign=roadsigns-2023](https://roadsigns.ttnews.com/episodes/2023-year-in-preview/?utm_source=ttnews&utm_medium=online&utm_campaign=roadsigns-2023)).

Republican policymakers recently have criticized the White House’s “fix-it-first” infrastructure guidance for state agencies. A memo from the Federal Highway Administration outlining such guidance has thus far dominated the GOP’s approach to oversight of the administration.

In addition to elevating scrutiny of the \$1 trillion infrastructure law’s implementation, the transportation committee’s radar includes potential updates to legislation central to the connectivity of goods and people. Over the next two years, transportation leaders on Capitol Hill will be tasked with updating the policy landscape for the nation’s pipeline regulator, advancing a water infrastructure bill and updating rules at the Federal Aviation Administration. The agency overseeing the nation’s flight regulations has captured lawmakers’ attention after a series of high-profile disruptions. Massive flight cancellations to Southwest Airlines operations during the Christmas holiday is the latest stumble for the industry.

**Committee on Transportation and Infrastruct...**@TransportDems · **Follow**

Congratulations [@RepSamGraves](#) on being selected Chair of the House Transportation & Infrastructure Committee.

Ranking Member [@RepRickLarsen](#) and [@TransportDems](#) are eager to partner whenever possible to boost the economy and build a safer, more accessible transportation system.

**T&I Committee Republicans** @TransportGOP

"It's now one of the greatest honors of my life to be chosen by my colleagues to chair what I believe is one of the most important and effective committees in Congress."

Congratulations to our new T&I Committee Chairman [@RepSamGraves](#)! [transportation.house.gov/news/documents](https://transportation.house.gov/news/documents)

...

3:34 PM · Jan 10, 2023



7



Reply



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Meanwhile, the committee's top Democrat, Rep. Rick Larsen of Washington, congratulated Graves on his appointment.

"Graves and I came to Congress in the same class 22 years ago, and now I offer my congratulations to him on becoming the 20th chair of the Transportation and Infrastructure Committee," Larsen said Jan. 10.

"From reauthorization of the Federal Aviation Administration, the Coast Guard, and pipeline safety programs to another [Water Resources Development Act](#) (<https://www.ttnews.com/articles/congress-eyes-final-water-infrastructure-bill>) and implementation of the bipartisan infrastructure law," Larsen added, "we have a lot of work to do to keep the economy moving and to build a safer and more accessible transportation system."



THE FUTURE OF WHAT'S HAPPENING NOW

## States, Congress Upset With Federal Highway Spending Memo

Some state DOTs and conservatives in Congress thought it prioritized Biden's newly passed infrastructure bill to emphasize spending on highway maintenance, not expansion. In fact, the memo didn't change how the funds can be used.

Jan. 12, 2022 • **Jared Brey**



(David Uthe/Shutterstock)

The Infrastructure Investment and Jobs Act (IIJA) of 2021 was a landmark achievement of President Biden's first year in office, representing a generational

investment in transportation and infrastructure projects in every part of the U.S. and a political deal that had eluded several previous presidents.

But while it boosted the amount of money available to states, and created many new competitive grant programs aimed at promoting equity and climate resilience, it did not enact a major shift in how states can spend most of their federal funding. The federal highway funding programs that existed before the IIJA was passed also existed after it was enacted. Only they were bigger.

Nevertheless, a 2021 [memo](#) from Federal Highway Administration Deputy Administrator Stephanie Pollack outlining the administration's progressive priorities for the program caused an outcry — first among some state departments of transportation and later among members of Congress. In December, the Government Accountability Office (GAO), which reviewed the memo at the request of Sen. Shelley Moore Capito (R-WV), [announced](#) that it constituted a “rule” that could be challenged under the Congressional Review Act.

Capito now says she's planning to introduce a resolution of disapproval for the rule “to ensure the IIJA is implemented as written.” The *Wall Street Journal* pushed for Congress to challenge the rule in an [editorial](#) titled “Make Highways ‘Infrastructure’ Again.” But what the controversy over the memo obscures is how vanishingly little impact it had in the first place.

### Asking States to “Build a Better America”

The memo issued by Pollack described the Biden administration's goals for IIJA spending in much the same terms the administration had been using for months to promote and then celebrate the passage of the bill. The goal of the guidance was “to ensure that the funding and eligibilities provided by the [Bipartisan Infrastructure Law] will be interpreted and implemented, to the extent allowable under statute, to encourage states and other funding recipients to invest in projects that upgrade the condition of streets, highways and bridges and make them safe for all users” while promoting climate resilience and other goals, Pollack wrote. The administration intended to make regulations that would promote those goals, she said.

The problem was that the guidance seemed to suggest that states should put certain kinds of projects ahead of others, like highway maintenance before highway



expansion, when the law didn't include any such requirements. Many state DOTs were surprised at the memo, says Jim Tymon, executive director of the American Association of State Highway and Transportation Officials (AASHTO), because "it contained a lot of policy positions or directions that were discussed as part of the legislative process but were not incorporated into the final version." Some of those positions closely mirrored the language of provisions sponsored by Democratic members of Congress that were ultimately rejected in negotiations.

"I think there were a lot of folks when this [memo] initially came out that saw it as the administration maybe trying to achieve some victories that they did not achieve as part of the legislative process," Tymon says.

Some states, particularly conservative states, bristled at what appeared to be "a bias against building additional highway capacity," Tymon says. But in the weeks after the memo was issued, AASHTO and state DOT leaders met with administration officials and got assurances that the guidance didn't indicate that there would be any changes to how federal highway funds were administered. In a letter to Pollack last January, AASHTO's then-President, Shawn Wilson, who is also secretary of the Louisiana Department of Transportation and Development, wrote that the association "appreciates FHWA's acknowledgment that this guidance does not suggest that the agency has the authority to require states to invest federal formula funds in certain types of projects nor restrict them from investing in other types of projects."

## **States Stick to Their Transportation Plans**

By the time AASHTO sent its letter, states had largely returned to business as usual.

"I don't think anyone changed their routine," says Wilson. "I don't think projects disappeared. I don't think programs were redirected ... I know for Louisiana we didn't do anything different from what we were doing before the memo."

Some states welcomed the guidance because it seemed to reinforce their own priorities, including Colorado, which was in the process of completing a 10-year [transportation plan](#). But even states with different priorities weren't knocked off course. Asked whether the federal guidance changed the way the Texas DOT approached highway planning, a spokesperson wrote that TxDOT's approach is



“guided by our strategic goals to deliver the right projects, focus on the customer, foster stewardship, promote safety, preserve our assets, and optimize system performance.”

“I don’t think any states necessarily changed course based on the memo,” Tymon says. “I think we worked through a lot of the issues associated with this in the first, I don’t know, four to six weeks of the memo coming out.”

## **Congress Initiates GAO Review**

While states seemed to move on quickly, the reaction to the memo was just heating up in Congress. Republican lawmakers took exception to aspects of the memo that seemed to promote policies they’d specifically negotiated out of the law. In February, Capito, ranking member of the Senate Committee on Environment and Public Works, asked the Government Accountability Office to review the guidance written by Pollack. Over the course of the year, Capito and other members of Congress questioned Secretary of Transportation Pete Buttigieg and other administration officials about the memo and how it would influence implementation of the IIJA.

In December, GAO [determined](#) that the guidance was a rule because it “has the effect of inducing changes to the internal policy or operations choices of the regulated community ...” In a statement announcing her intention to challenge the rule, Capito said, “The Infrastructure Investment and Jobs Act was crafted and negotiated in a purposeful way, but through memos and guidance documents issued to states the administration has since attempted to contradict the law and impose policies that were specifically left out of the law.”

## **“Make No Small Plans”**

If Capito goes through with a Congressional Review Act resolution and Congress overturns the rule, Biden would [have to decide](#) whether to veto it. The administration is now in the position of having to defend a memo that had little practical effect but has angered certain conservative members of Congress.

GAO’s determination that the memo constitutes a rule is a mistake, says Beth Osborne, director of Transportation for America, and it conflates “wishing and

regulating.” But it points to the larger shortcomings of the IIJA as compared to the Biden administration’s early ambitions for infrastructure spending and the Build Back Better bill. Instead of implementing changes to highway spending that actually do promote the goals of equity, climate resilience and reducing greenhouse gas emissions, the administration is defending its characterization of a program that is basically “[more of the same](#),” Osborne says.

The administration could take its policy priorities and “put it in a bottle and put it out to sea and have as much effect as this memo had,” she says. But at the same time that congressional Republicans are pushing back on the FHWA guidance, they’re also gearing up to fight actual regulations that the Biden administration is hoping to implement. Those include a [proposed rule](#) on tracking greenhouse gas emissions, which Capito and other Senate Republicans [announced their opposition to](#) last fall.

“What this proves is there is no benefit to making small plans,” Osborne says. “If you have to fight this hard over an ‘I wish’ document, then you might as well just do big things ... Anything you’re going to have to fight over, you should be gaining something from it — something substantial.”