

RESOLUTION NO. 04 11 2024A

A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIFT RITE, INC., PROVIDING FOR THE 2024 PATH MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$99,943.20.

WHEREAS, the City of O'Fallon conducts path maintenance on an annual basis as part of the City's Pavement Program; and

WHEREAS, City Staff utilized a Cooperative Purchasing Addendum on City of St. Charles Bid 4660; and

WHEREAS, the City has designated and approved funds for path maintenance in the 2024 Budget; and


WHEREAS, City Staff recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

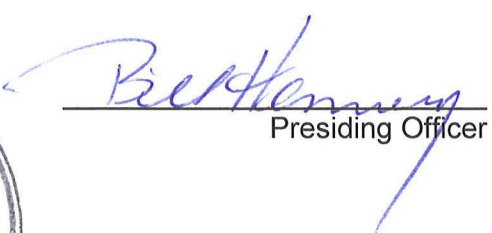
SECTION 1: The City Council approves on behalf of the City an agreement with Lift Rite, Inc., for the 2024 Path Maintenance Program at a cost not to exceed \$99,943.20, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 11TH DAY OF APRIL 2024.

Attest:


Bess Bacher, City Clerk




Presiding Officer

RESOLUTION NO. 04 11 2024A

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 11TH DAY OF APRIL 2024.

Attest:


Bess Bacher, City Clerk




Bill Hennessy, Mayor

Approved as to Form:


Kevin M. O'Keefe, City Attorney

CITY-CONTRACTOR AGREEMENT

THIS AGREEMENT, by and between the City of O’Fallon, Missouri, hereinafter called the OWNER, and Lift Rite Inc., a Corporation, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, in accordance with law, the OWNER has prepared contract documents and, for and in connection with 2024 Path Maintenance for sidewalk mudjacking on the PROJECT located in O’Fallon, Missouri;

WHEREAS, the OWNER, in accordance with City Financial policies acquired and evaluated the proposal submitted to the City of St. Charles for Bid Number 4660 and utilized the Cooperative Purchasing Addendum , and has determined the aforesaid CONTRACTOR to be the responsive proposal for the work and has duly awarded to the said CONTRACTOR a contract therefore, for the sum or sums named in the proposal, a copy of the proposal being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the mutual agreements herein, the parties hereby agree, the OWNER for itself and its successors, and the CONTRACTOR for itself and any successors, assigns, and administrators, as follows:

ARTICLE I.

CONTRACTOR shall furnish, at CONTRACTOR’s expense, all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities, all materials, supplies and equipment specified and required for the completed work; and provide and perform all necessary labor in a good, substantial, and workmanlike manner to construct and complete the work as described and required by the plans, specifications, and the proposal for construction of the improvements, all in accordance with the plans, specifications, general conditions, supplementary conditions, instructions to bidders, proposal, and other specified documents, all of which contract documents form the contract, and are as fully a part thereof as if repeated verbatim herein, all work to be done under the direct supervision, and to the entire satisfaction of the OWNER.

ARTICLE II.

CONTRACTOR shall comply in all respects with provisions of the Contract Documents regarding Equal Employment Opportunity, handicapped facilities, nonsegregated facilities, and Missouri Prevailing Wage Law.

ARTICLE III.

OWNER will pay the CONTRACTOR for the performance of the Agreement, in current funds, subject to additions and deductions as provided for in the Contract Documents, the sum of \$99,943.20 (Ninety-nine thousand nine hundred forty-three dollars and twenty cents) for all work covered by and designated in the bid. Payment shall be made in the manner and as specified in the GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, DETAILS

SPECIFICATIONS and the INSTRUCTIONS TO BIDDERS. Five percent of partial payments shall be retained until all work is completed.

ARTICLE IV.

CONTRACTOR shall not sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof without previous written consent of the OWNER. In no case shall the CONTRACTOR assign work amounting to more than **thirty (30%) percent** of the total contract amount. No transfer of contract shall release the CONTRACTOR of his liability under the contract and bonds applicable thereto.

ARTICLE V.

CONTRACTOR agrees to begin work on the Contract within ten (10) days after receiving written notice to start work from the OWNER and to complete the work by **45 Calendar Days after notice to proceed.**

ARTICLE VI.

In conformity with the GENERAL CONDITIONS and BID FORM, the amount of liquidated damages for the Contract shall be **two hundred fifty dollars (\$250)** per consecutive calendar day.

ARTICLE VII.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE VIII.

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY, CONSULTING ENGINEER, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Section.

In claims against any person or entity indemnified under the above paragraph by an employee of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or

anyone whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the ENGINEER, the ENGINEER'S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the ENGINEER, the ENGINEER'S consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

ARTICLE IX.

- (a) If the CONTRACTOR is adjudged to be bankrupt, or if the CONTRACTOR makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the CONTRACTOR's insolvency, or if the CONTRACTOR fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the CONTRACTOR fails to make prompt payment to Subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of the OWNER, or otherwise breaches any provision of the Contract, the OWNER may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the CONTRACTOR and his surety. Upon such notification the OWNER shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the OWNER may deem expedient, which may include, but is not limited to, the OWNER itself completing the work or the OWNER hiring others to complete said work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, and liquidated damages, such excess shall be paid to the CONTRACTOR. If such expenses and damages exceed the unpaid balance of the Contract Sum, the CONTRACTOR shall pay the difference to the OWNER promptly upon demand. In the event of termination pursuant to this paragraph, the CONTRACTOR, upon the request of the OWNER, shall promptly:
- i. assign to the OWNER in the manner and to the extent directed by the OWNER all right, title and interest of the CONTRACTOR under any subcontracts, purchase orders and construction equipment leases to which the CONTRACTOR is a party and which relate to the Work or to construction equipment required therefore, and
 - ii. make available to the OWNER to the extent directed by the OWNER all construction equipment owned by the CONTRACTOR and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the OWNER by giving three (3) days prior written notice to the CONTRACTOR if the OWNER, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE X

This contract shall not be renewable.

ARTICLE XI.

This project has been originated by:

City of O'Fallon
Project Management
100 North Main Street
O'Fallon, MO 63366

who will act as the ENGINEER and OWNER in accordance with the Contract Documents.

IN WITNESS WHEREOF, the OWNER has caused these presents to be executed, and the CONTRACTOR has executed four (4) counterparts of this Contract in the prescribed form and manner, effective as of the day and year of the signature of the last party to execute the Contract.



CITY OF O'FALLON, MISSOURI, OWNER

BY: *Michael Snowden* DATE 4-11-24
Michael Snowden, City Administrator

ATTEST:
Bess Bacher
Bess Bacher, City Clerk

LIFT RITE, INC., CONTRACTOR

BY: *Gregory J. [Signature]* DATE 03/19/2024
President (Title)

ATTEST:
Angela Stephens
Office Manager (Title)

GENERAL REQUIREMENTS

ALIEN REGISTRATION, COMPLIANCE AND ENFORCEMENT

- A. DEFINITIONS. As used in this section, the following terms shall have the following meanings:
1. "Business entity", any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;
 2. "CONTRACTOR", a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;
 3. "Employee", any person performing work or service of any kind or character for hire within the state of Missouri;
 4. "Employer", any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;
 5. "Employment", the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;
 6. "Federal work authorization program", any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;
 7. "Knowingly", a person acts knowingly or with knowledge,
 8. With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
 9. With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;
 10. "Municipality", the City of O'Fallon, Missouri.
 11. "Public employer", every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;
 12. "Unauthorized alien", an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);
 13. "Work", any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

B. ILLEGAL ACTS.

1. No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.
2. Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate subsection B1 of this section.
3. The affidavit shall be approved as to form by the municipal attorney.
4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection B1 of this section.
5. A general contractor or subcontractor of any tier shall not be liable under subsection B1 of this section when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection B1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection B1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
6. The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.
7. Should the federal government discontinue or fail to authorize or implement any federal work authorization program, the municipality shall review this section for the purpose of determining whether this section is no longer applicable and should be repealed.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES.

The contractor shall comply with all laws pertaining to the Americans with Disabilities Act during construction of pedestrian facilities on public rights of way for this project. An ADA Post Construction Checklist is 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. The contractor can locate the ADA Inspection Checklist form on the Missouri Department of Transportation website:

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

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

The contractor shall provide the completed ADA Post Construction Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA Post Construction Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer.

BUY AMERICA REQUIREMENT

The CONTRACTOR shall comply with all the provisions of Section 106.9 of the Missouri Standard Specifications for Highway Construction (latest version thereof), if Federal and/or State grant funds are used to fund a project.

It is highly suggested that the CONTRACTOR comply with all the provisions of Section 106.9 of the St. Louis County Standard Specifications for Road and Bridge Construction (latest version thereof), if City funds are used to fund a project.

Any manufactured goods or commodities used or supplied in the performance of that contract or any subcontract thereto for construction, alteration, repair, or maintenance of any public works shall be manufactured or produced in the United States. The following is a list of exceptions or variations to this rule:

- Any total contract under \$25,000
- Limited American product availability.
- Product acquisition would impose substantial cost increases to the contract, in which cases the City will require written cost comparisons

Certifications proving that products are of an American origin will be required as part of the construction closeout.

Refer to the section titled "GOVERNING STANDARD SPECIFICATIONS AND DEFINITION CHANGES" for overrides to this rule in certain circumstances.

CHANGED CONDITION CLAUSES

Note: Where Division Numbers are referenced, refer to the St. Louis County Standard Specifications for Road and Bridge Construction (latest version thereof) for a fuller text.

Differing Site Conditions Clause (St. Louis County Standard Specification Section 104.3.3)

This clause provides for the adjustment of the contract terms if the CONTRACTOR encounters:

- Subsurface or latent physical conditions that differ materially from those indicated in the contract, or
- Unknown physical conditions of an unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent to the work.

If differing site conditions are encountered during the progress of the work, the discovering party shall promptly notify the other party in accordance with "Notification of Differing Site Conditions and Changes in the Work". No further disturbance of the site or performance of the affected work shall be done after the alleged differing site conditions are noted, unless otherwise directed in writing by the ENGINEER.

Upon written notification, the ENGINEER will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The ENGINEER will notify the CONTRACTOR whether or not an adjustment of the contract is warranted.

No contract adjustment that results in a benefit to the CONTRACTOR will be allowed unless the CONTRACTOR as provided the required written notice as specified in "Notification of Differing Site Conditions and Changes in the Work".

No contract adjustment will be allowed under this section for any effects caused on unchanged work.

Payment will be determined in accordance with "Differing Site Conditions and Changes of Work" and adjustments in contract time will be determined in accordance with the standard specifications.

Changes in the Work

When considered necessary to satisfactorily complete the project, the ENGINEER reserves the right to provide written notice to the CONTRACTOR, at any time during the contract, to change quantities of make other alterations for which where are no provisions included in the contract. Such changes in quantities and alterations in the work will not invalidate the contract, require consent of the surety, nor release the contract surety, and the CONTRACTOR agrees to perform the work as altered. Alterations of plans or of the nature of the work will not involve work beyond the termini of the proposed construction, except as may be necessary to satisfactorily complete the project.

If the alterations of changes in quantities do not cause a significant change in the work to be performed under this contract, payment for the altered work will be determined in accordance with standard specifications for all work which a contract unit price exists, and "Differing Site Conditions and Changes of Work" for all other work. The basis for the adjustment for work for which no unit price exists shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the CONTRACTOR in such amount as the ENGINEER may determine to be fair and equitable. If the directed changes require additional time to complete the contract, adjustments in the contract time will be determined.

If the alterations or changes in quantities cause significant change in the work under the contract, an adjustment will be made to the contract. This adjustment will occur whether such alterations or changes are in themselves a significant change in the work or by affecting other work, causing such other work to become significantly different. Payment will be determined in accordance with the standard specifications or "Differing Site Conditions and Changes of Work". The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the CONTRACTOR in such amount as the ENGINEER may determine to be fair and equitable. If the directed changes require additional time to complete the contract, adjustments in the contract time will be determined.

Notification of Differing Site Conditions and Changes in the Work

The CONTRACTOR shall promptly notify the ENGINEER of alleged changes to the contract due to differing site conditions, altered work beyond the scope of the contract, or actions taken by the City that changed the contract terms and conditions. Within five calendar days of the date of the alleged change or action was noted, the CONTRACTOR shall provide the following information to the ENGINEER in writing:

- a) The date of occurrence and the nature of circumstances of the occurrence.
- b) The name, title, and activity of any City employees having knowledge of the matter.
- c) The identity of any documents and the substance of any oral communications involved.
- d) The basis for a claim of accelerated schedule performance

- e) The basis for a claim that the work is not required by the contract.
- f) The particular elements of contract performance for which additional compensation may be sought under this section including:
 - 1. Pay items that have been or will be affected.
 - 2. Labor or material, or both, that will be added, deleted, or discarded and what equipment will be idled, extended or required on the project.
 - 3. Delay and disruption in the manner and sequence of performance that has been or will be caused.
 - 4. Estimated adjustments to contract prices, delivery schedules, staging, and contract time.
 - 5. Estimate of the time within which the City must respond to the notice to minimize cost, delay, or disruption of performance.

For good cause the ENGINEER may extend the time for the CONTRACTOR to provide any part of the above information.

The failure of the CONTRACTOR to provide said notice will constitute a waiver of any and all claims that may arise as a result of the allegations.

Differing Site Conditions and Changes of Work

Contract adjustments to compensate for changes in the work or extra work caused by differing site conditions or changes in the work performed in accordance with the standard specifications will be determined by use of one of the following methods, in order of precedence.

Contract Unit Prices. Where contract unit prices exist, the contract unit price will always be applied without deviation, unless the effect of a differing site condition or a significant change in the character of the work requires an equitable adjustment to a contract unit price under the terms of this contract. Equitable adjustments will exclude any anticipated profits.

The term “significant change” shall apply only to the following circumstances:

- The altered character of the work differs materially in kind or in nature from that involved or included in the original construction, or
- A major item of work, as defined in the contract, is increased in excess of 125 percent or decreased below 75 percent of original contract quantity.

Unit Prices or Lump Sum Amount Agreed Upon in the Change Order Authorizing the Work.

Where contract unit prices do not exist for the work to be done, the parties may agree to such unit prices or a lump sum price for that work. The CONTRACTOR shall not include profit and overhead charges exceeding the following percentages of such unit prices or lump sum price:

- In cases where the total cost of changes in the work are \$10,000 or less, twenty percent (20%);
- In cases where the total cost of changes in the work are greater than \$10,000 and less than or equal to \$50,000, eighteen percent (18%);
- In cases where the total cost of changes in the work exceed \$50,000, fifteen percent (15%)

For work completed by subcontractors, the prime CONTRACTOR shall not include profit and overhead charges exceeding the following percentages of all such unit prices or lump sum price:

- In cases where the total cost of changes in the work are \$10,000 or less, ten percent (10%);
- In cases where the total cost of changes in the work are greater than \$10,000 and less than or equal to \$50,000, seven and one-half percent (7.5%);

- In cases where the total cost of changes in the work exceed \$50,000, five percent (5%).

Where an equitable adjustment to a unit price is required, the parties may agree to the adjustment to be made to the contract unit price, excluding any anticipated profits. Prior to agreeing upon such unit or lump sum prices, the ENGINEER may require from the CONTRACTOR any information to which the ENGINEER is authorized under the standard specifications.

Equitable Adjustment. In all other cases, except work ordered to be performed under force account, the ENGINEER will make an equitable adjustment to or determination of the affected contract prices for the work, based on the CONTRACTOR's actual costs to perform the work. This determination will be consistent with the CONTRACTOR's other proven costs to perform the contract work, as shown in the CONTRACTOR's bid computations and project cost records, produced and kept in the ordinary course of business. Prior to making an equitable adjustment, the ENGINEER may require from the CONTRACTOR any information relevant to that determination, including the information authorized under the standard specifications. The condition precedent to determination of CONTRACTOR entitlement and amount of any contract adjustment and City liability will be that adjustment:

- a) Is supported by demonstrated actual costs incurred, including by an audit of the actual costs, unless expressly waived by FHWA on federal aid projects;
- b) Has a basis in the terms of the contract;
- c) Has a basis in terms of applicable Missouri law and;
- d) Is in accordance with prevailing principles of public contract law.

Application of Force Account. Force account, as computed under the standard specifications., will apply to determine the amount of compensation for a contract adjustment under the standard specifications only when expressly directed to be used in writing by the ENGINEER and in no other instance whatsoever for any determination of contract adjustments for any work performed on the project, whether claimed under the contract, for breach of the contract, arising from a claimed representation by which the contract was induced or any other basis.

CHANGE ORDERS

Except as otherwise provided for in the change order, an adjustment of the contract price or time of contract performance in a change order constitutes compensation in full to the contractor and the contractor's subcontractors and suppliers for all costs and time effects directly or indirectly attributable to the matter described in the change order, for all delays related thereto, for all impact, cumulative impacts and for performance of the change within the time stated. The surety's liability under the contract bond and contract shall not be limited to the penal sum as set forth in the contract bond. The surety shall be liable and responsible to the City for the Contractor's entire performance and of all obligations arising under or from, the contract, which shall include, but not be limited to, and change orders issued under the contract that increase the cost of the contract.

A sample Change Order form is included in the attachments. This form or a variation thereof will be used to authorize any change orders on this project. In cases where an engineering company is utilized for design changes, that engineer will be sought for approval as part of said form.

CONTRACTOR shall submit justification and costs for any potential change orders. These documents will be attached to the Change Order form for reference. All change order forms will be signed by the Contractor before being approved by the City. The City may require City Council approval for change orders depending on the dollar amount of the contract and/or change order.

In the even there are deducts in price, a deduct change order may also be applicable.

The parties agree that, in any adjustment for delay costs, the City will have no liability for the following items of damages or expense:

- a. Profit in excess of that provided herein.
- b. Loss of profit
- c. Labor inefficiencies
- d. Equipment inefficiencies or reduced production
- e. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities and insolvency.
- f. Indirect costs of expenses of any nature
- g. Attorney's fees, claims, preparation expenses or costs of litigation.

CLEANING UP

The CONTRACTOR shall do all necessary clearing and demolition preparatory to excavation for the proposed construction. The CONTRACTOR shall not allow the site of the work to become littered with trash and waste material but shall maintain same in a neat and orderly condition during the process of the work to completion. The CONTRACTOR shall clean up all dirt from paved surfaces, and not allow same to pack on the roadway or create a traffic nuisance.

The CONTRACTOR is hereby notified that the maintenance of existing roadway crossings and entrances and any detour pavements will be responsibility of the CONTRACTOR for the entire duration of construction. Said roadways will be maintained at all times in a manner acceptable to the City of O'Fallon.

Snow removal may also be required when construction takes place during times of accumulated snow such that traffic is impeded and CITY provided snow removal cannot be completed as a result of the construction activities.

COMMERCIAL CONTAINERS/DUMPSTERS

Any and all contained waste streams collected or hauled from any property within the city limits are subject to an annual fee. Waste streams include, but are not limited to trash, recycle and yard waste material. Once a fee is paid, then an annual decal is issued to be placed on the container. This is required on dumpsters or roll-off containers larger than 8 cubic yards. Each container is subject to an independent decal and fee. The fee is based on the size of the container.

The CONTRACTOR is responsible for any and all containers brought into the sight, including ones from subcontractors, and shall make sure that the decals are applied for and visible on any applicable containers. The CONTRACTOR will need to fill out all the required forms and pay the applicable fees for the proposed containers to be used on the site.

Once a fee and decal are received, then these are valid for one year anytime in the City of O'Fallon, for any type of project (public and private).

These forms and decals should be applied for as early in the construction project as possible. Copies of the forms and other information are found in the PERMITS section of this spec book

Failure to apply for the decal will result in the City withholding the fee cost from final payment to the CONTRACTOR.

This does not apply to dump trucks where the container is permanently affixed to the vehicle.

CONFLICT WITH PERSONNEL

If a conflict between personnel of the CONTRACTOR and the CITY escalates cannot be settled amicably, the CONTRACTOR's personnel involved in the conflict shall be removed from the project. Actionable behavior, as determined at the discretion of the CITY or the CITY's representative on site, may include, but is not limited to: unprofessional conduct, confrontational behavior,

A personnel conflict shall not give cause for the CONTRACTOR to terminate this Contract nor to pull off employees from active job sites. If the CONTRACTOR withdraws crews, the CITY may, at its sole discretion, consider the Contract to be terminated. If the CITY so determines, notices shall be given as set forth therein.

CONSTRUCTION AND TRAFFIC CONTROL SIGNS AND BARRICADES

The CONTRACTOR shall erect and maintain such barricades, construction signs, torches, red lanterns and guards as may be required to protect persons from injury and to avoid property damage during the construction period and until it is safe for traffic to use the facilities. Rules and regulations of the local authorities respecting safety provisions shall be observed. All excavated material shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks, driveways, or driver's sight distance. Gutters shall be kept clear or other satisfactory provisions made for street drainage. All construction signs and traffic controls shall be in accordance with the "Manual on Uniform Traffic Control Devices" (DOT-FHWA). When the Contractor deviates from the project's construction plans, the CONTRACTOR will add the necessary traffic control to comply with MUTCD, and any additional cost will be at the CONTRACTOR'S expense.

CONSTRUCTION STAKING/SURVEYING

The CONTRACTOR will provide and pay for all construction staking for the work. Any restaking required shall be performed at the Contractor's expense. The Contractor shall carefully preserve all monuments, benchmarks, and reference points and, in case of destruction, Contractor shall be responsible for replacement.

If there is a pay item in the bid form/proposal for construction staking/surveying, then the Contractor shall provide an independent company licensed to perform said work. Contractor shall submit for approval to the City prior to commencing this work,

All work performed under this contract shall conform to the lines, grades and elevations shown on the drawings and within any tolerances which may be set forth in the Detailed Specifications. Positive drainage shall be maintained at all times by CONTRACTOR throughout construction.

All work done without being properly located and established from the base line and bench marks shown on the drawings may be ordered removed and replaced at the CONTRACTOR's cost and expense.

CONSTRUCTION TESTS/TESTING

The CITY will not provide the construction testing. CONTRACTOR shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the ENGINEER. The testing firm will need to be approved by the CITY /ENGINEER prior to work being performed on the project.

A list of required tests at a minimum are listed in the Job Special Provisions.

CONTRACT DOCUMENT CONFLICTS

In resolving conflicts, errors or discrepancies in the Contract Documents, the governing ranking shall be (listed highest to lowest):

1. Railroad Requirements
2. Permits
3. Job Special Provisions (including any addenda)
4. Project Specific Drawings
5. General Contract Requirements
6. MoDOT Standard Drawings
7. St. Louis County Standard Drawings
8. St. Louis County Standard Specifications
9. MSD Standard Drawings
10. MSD Standard Specifications
11. City-Contractor Agreement including bid tab items or quantities

COORDINATION OF WORK

The CONTRACTOR shall cooperate with and so coordinate his work under this Contract to minimize cross-interference with the following:

1. Utility relocation arranged or constructed by the CITY.
2. Any utility relocation performed by any private utility. CONTRACTOR needs to show on his schedule how he plans to work with the utility relocations. CONTRACTOR's attention is directed to the Standard Specifications regarding coordination with utility companies.
3. Local access to abutting property owners.

COORDINATION WITH OTHER CONTRACTORS

There is a possibility that other CONTRACTORS may be working in the vicinity during the construction of this Contract. The CONTRACTOR shall inform himself fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the CONTRACTOR must employ as far as possible such methods and means in carrying out his work as will not cause any interruptions or interference to any other CONTRACTOR.

When necessary for proper prosecution of work, each CONTRACTOR shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

CUTTING AND PATCHING

The CONTRACTOR shall do all cutting, sawcutting, removing, or patching of his work that may be required to make its several parts connect with the existing conditions as shown upon, or reasonably implied by the plans and specifications and as may be directed by the ENGINEER.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore as determined by the CITY.

The CONTRACTOR shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other CONTRACTOR without the consent of the ENGINEER.

DAMAGE TO EXISTING IMPROVEMENTS NOT TO BE DISTURBED

The CONTRACTOR shall be responsible for replacing all items damaged outside the construction limits or not noted to be removed or adjusted. There is no direct payment for this work; it shall be subsidiary to the bid items.

DAMAGE TO ROADWAYS

Any damage to items that are to remain or recently constructed items will be repaired by the CONTRACTOR to the satisfaction of the engineer. If a portion of the roadway, curb and gutter, sidewalk, etc. is damaged then removal and replacement is required, it will be from joint to joint. No additional compensation will be allowed.

DISPUTE RESOLUTION

1.1 This contract shall be governed by the law in effect in the place of Project. Venue for any legal action hereunder shall be in the place of the Project.

1.2 For any claim, dispute or controversy between Owner and Contractor, the parties shall first agree to have their executives meet to attempt to resolve such claim, dispute or controversy. If such claim, dispute or controversy is not so resolved, the parties agree to mediate in accordance with Paragraph 1.3 of this Agreement. Any disputes remaining following mediation shall be resolved through litigation in the state or federal court having jurisdiction, with venue being in

accordance with Paragraph 1.1 of this Agreement. IN THE EVENT OF SUCH LITIGATION, UNLESS OTHERWISE PRECLUDED BY LAW, THE PARTIES AGREE TO WAIVE THEIR RIGHT TO A TRIAL BY JURY.

1.3 Any claim, dispute or controversy between Owner and Contractor arising out of or relating to this Agreement or the breach thereof, except those covered by insurance, shall be subject to mediation before any legal proceedings can be initiated, which may be requested by either party. In the event the parties cannot agree on mediation rules, a mediation date or a mediator within seven (7) days after one party provides written notice of its intent to mediate, the parties hereby agree that the mediation will be submitted to the American Arbitration Association for mediation in accordance with the Construction Industry Mediation Rules. Any mediation shall include at the direction of the Owner, any other applicable contractor, or any other party.

1.4 The prevailing party in any legal action between the parties relating to this Agreement shall recover from the other party reasonable legal costs, including attorney's and consultant's fees, in connection with such action. The prevailing party is a party who recovers at least 75% of its total claims in such action or who is required to pay no more than 25% of the other party's total claims in such action.

DRAINAGE CONSIDERATIONS

CONTRACTOR will make provisions to alleviate any temporary flooding caused by staging of work. The CONTRACTOR shall provide temporary ditches, temporary connections to completed storm sewer systems or pumping as necessary to ensure that, as a minimum, one ten (10) foot wide traffic lane exist at all times in the direction of traffic. Under two-way traffic conditions two ten (10) foot lanes are required. Only one 10-foot lane is required for authorized one way sections. Payment for the maintenance of traffic shall be considered incidental to the work and no direct payment will be made for the installation or removal of any measure necessary to fulfill the intent of this section.

Water covering more than five (5) feet of the travel lane or greater than or equal to three (3) inches in depth on the roadway surface will not be allowed.

The CONTRACTOR should be prepared to provide this maintenance 24 hours a day, 7 days a week, as necessary from the Contract NTP until Final Acceptance.

DRAWINGS/PLANS

Separate plans have not been prepared for this project. Please refer to the specifications only.

All work contemplated and described in the specifications shall be carried out in accordance with the general and detail drawings made a part thereof and with such additional detail drawings and directions as may be given from time to time during the progress of the work. On all drawings, computed dimensions shall take precedence over measurements by scale and full-sized details over scale drawings.

DUST CONTROL

CONTRACTOR shall prevent dust both during and after completion of the project. Earth surfaces subject to dusting shall be moistened with water. Dusty materials in pile or in transit shall be covered to prevent blowing.

Buildings or operating facilities that may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors instrument panels or similar equipment shall be protected with suitable dust screens. Proper ventilation shall be provided with all dust screens.

EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

The CONTRACTOR shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the CONTRACTOR shall notify police or other emergency agencies immediately as needed. The CITY engineer's office shall also be notified when the CONTRACTOR requests emergency assistance.

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

Missouri Highway Patrol (314) 340-4000
Fire and Ambulance: 911
O'Fallon Police (non-emergency): (636) 240-3200

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.

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.

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.

EROSION CONTROL MEASURES

No erosion control is anticipated for this project, however CITY reserves the right to request erosion control measures as needed and at the CONTRACTOR's expense if deemed that work operations or stockpiles may contribute erosion onto public streets or adjacent private property.

GOVERNING STANDARD SPECIFICATIONS AND DEFINITION CHANGES

Unless specifically noted otherwise within these Contract Documents, the following construction standards shall be used for and govern the work on this project:

Storm and Sanitary Sewage Facilities: Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewers and Drainage Facilities, latest edition thereof.

Roadway Construction: Divisions 200 through 1000 St. Louis County Standard Specifications for Road and Bridge Construction, latest edition thereof. Some 100 divisions may be adopted throughout these specifications; however, the entire 100 division is not adopted as a whole.

The above noted documents are to be used as construction standards only. Contract language and specifications shall not be modified by these documents. Any part of the Contract or Contract Documents for this project shall take precedence over any contradictory language within the above noted documents.

Some construction standards may be modified by the City of O'Fallon or other third party.

Whenever reference is made to the requirements of American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO) or other specified standard specification the latest current revision thereof shall be used and the English version shall be used.

HAULING OVER STREETS

All streets over which hauling is performed shall be kept reasonably clean of spilled or tracked-on materials at all times and shall be thoroughly cleaned of such materials daily, within one hour after the suspension of hauling operations if said street is used by the traveling public.

The CONTRACTOR will be required to secure from the proper City, County, and State authority any permits which may be required to haul over city, County or state streets, and any hauling operation shall be subject to the requirements of such permits and to any applicable City, County or State regulations and ordinances governing hauling and the movement of equipment over said city, County, or state streets. CONTRACTOR is reminded that they must follow posted weight limits for bridges.

HOURS OF WORK

CONTRACTOR shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound muffling devices and operated in a manner to cause the least noise consistent with efficient performance of the work.

Construction hours on this project will be during the following times:

October 1 – May 31

7:00 AM to 7:00 PM Monday – Sunday

June 1 – September 30

6:00 AM to 8:00 PM Monday - Friday

7:00 AM to 8:00 PM Saturday & Sunday

During construction activities on or adjacent to occupied buildings, and when appropriate, CONTRACTOR shall conduct his operations to avoid unnecessary noise which might interfere with the activities of building occupants. The CONTRACTOR must adhere to all City, County, and State Regulations regarding noise.

The following are the City of O'Fallon adopted Holidays:

- January 1 – New Year's Day *
- Third Monday in January – Martin Luther King Day
- Third Monday in February – President's Day
- Last Monday in May – Memorial Day *
- July 4 – Independence Day *
- First Monday in September – Labor Day *
- November 11 – Veteran's Day
- Fourth Thursday in November – Thanksgiving Day *
- Fourth Friday in November – Day after Thanksgiving *
- December 24 – Christmas Eve *
- December 25 – Christmas Day *

When any of the above holidays fall on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays fall on a Saturday, the holiday will be observed on the immediately preceding Friday.

Dates noted with an asterisk (*) are major holidays that most of the general public adopts, and typically exhibits above average traffic. The remaining holidays may or may not be celebrated by the majority of the general public, but are still adopted by the City.

CONTRACTOR shall seek, in writing, written approval to the CITY no less than 48 hours in advance of any work scheduled or proposed to be done on a Saturday, Sunday, or Holiday.

Work outside of these hours, including incidentals, can only be done following a written request to and subsequent written approval from the CITY ENGINEER.

INSPECTIONS

The CONTRACTOR shall assure that representatives of the CITY shall have the privilege of inspecting and reviewing work done by the CONTRACTOR or his subcontractors on this project, in accordance with the Standard Specifications. In addition to the requirements set forth in the Standard Specifications, the City of O'Fallon, MoDOT, FHWA, or any other authority as approved by the City and their representatives and assigns, may make inspections of the work at any time and the Contractor shall grant them access to all parts of the work.

The CONTRACTOR shall also assure that all of his subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to cost incurred in connection with the Contract

and make such materials available at such CONTRACTOR's office at all reasonable times during the contract period.

The CITY or their representative will generally make inspections and job control tests on (including but not necessarily limited to) the following items of work. It shall be the responsibility of the CONTRACTOR to notify the CITY or his representative by 3:00 P.M. of the day preceding any operation that affects these items.

- All Earthwork Operations
- Backfill (soil against concrete)
- All Concrete Operations
- All Storm Sewer Pipe Installation
- All Asphalt Operations
- All aggregate base installation
- Backfill (storm sewer)
- Temporary pavement installation
- Seeding & Sodding
- Striping and signage installation
- Erosion control installation

If any operation which affects the above mentioned items is to be performed on a Monday, notification must be made to the CITY his representative by 3:00 P.M. of the preceding Friday. The lack of supervision or inspection by the CITY or his representative shall not relieve the CONTRACTOR of the responsibility to construct the project according to the plans and specifications. Any work performed or materials used without authorization by the CITY or his representative may be ordered removed and replaced at the CONTRACTOR'S expense.

The CITY shall also reserve the right to inspect any fabricated or manufactured items at the place of fabrication and/or manufacture, in accordance with the Standard Specifications. The CITY'S representative shall be notified in advance of the beginning of the shop work so the CITY'S representative may be present if the CITY'S representative desires. Requests for shop inspection shall be made a minimum of five (5) working days in advance of the need for inspection. The CITY'S, MoDOT's and FHWA's representative shall have full access to all parts of the shop or project site where material is being fabricated or assembled for inspection and shall be provided with every reasonable facility for determining the character of material, acceptability of fabrication, and the masses of the pieces.

INSURANCE & WORKER'S COMPENSATION

THESE SPECIFICATIONS APPLY TO ALL CONTRACTORS WHO WILL BE ON THE JOBSITE, WHETHER A GENERAL CONTRACTOR OR ANY SUBCONTRACTOR.

INSURANCE: Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A- IX or higher:

- A. Workers' Compensation and Employers Liability Insurance. Contractor shall carry statutory Workers' Compensation Insurance as required by any applicable law or

regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers Compensation act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If the contractor's Employers Liability limits are below those stated above an umbrella liability policy may be used to attain the requested limit.

B. Commercial General Liability Insurance Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

- (1) Premises and Operations
- (2) Products and Completed Operations
- (3) Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
- (4) Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:

- o \$3,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
- o \$3,000,000 Aggregate for Products/Completed Operations
- o \$1,000,000 Personal Injury/Advertising Injury
- o \$3,000,000 General Aggregate (must provide endorsement ISO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

Additional Insured The Owner, all of its officers, directors and employees, and the Construction Manager, shall be named as Additional Insured's under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 (2004 edition) or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 (2004 edition) or equivalent should also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

C. Business Automobile Liability Insurance The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and

shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$3,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees, , as Additional Insured's. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner or Construction Manager shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.

- D. Umbrella Excess Liability. The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$2,000,000 per occurrence/\$2,000,000 aggregate over the employers' liability, commercial general liability and automobile liability coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$3,000,000 per occurrence/\$3,000,000 aggregate.
- E. Waiver of Subrogation The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.
- F. Certificates of Insurance As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements should accompany the certificate. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Construction manager, but any acceptance of insurance certificates by the Architect or Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.
- G. Copies of Policies. Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.
- H. Subcontractors Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured's and have the Waiver of Subrogation endorsement added.

- I. Other Insurance. The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

LABOR POSTINGS

The following information is required to be posted on the project and in the CITY ENGINEER'S office. Postings of any such other information as required by State and/or Federal wage/labor laws shall also be made.

1. In the CITY ENGINEER'S office (or construction trailer if applicable):
 - a. Missouri Equal Employment Opportunity Notice
 - b. PR-206, Title 18, Section 1020, Notice on False Statements
2. On the project:
 - a. CONTRACTOR's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers

LABOR RECORDS

The prime CONTRACTOR and each subcontractor on all projects are required to submit one certified copy of labor payrolls for each week that work is in progress. In the event that work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

Payroll Records shall be submitted on the Missouri Division of Labor Standards Form LS-57, titled 'Contractor Payroll Records'. Please note that the US. Wage and Hour Division form may also be used, however there are some slightly different requirements identifying workers on the US form that need to be revised (see below).

Payrolls to be submitted shall be checked for compliance with the contract requirements and/or the State of Missouri requirements. All payrolls shall be retained by the local agency for a period of three years.

A certified copy of each weekly payroll must be submitted by the prime CONTRACTOR within seven (7) days of the payment date of the payroll. The certification may be attached to the payroll or may be on the payroll itself. The prime CONTRACTOR will be responsible for the submittal of payrolls and certifications for all subcontractors on the project.

The local agency shall check payrolls, with the following checks being made to insure proper labor compliance. The CITY reserves the right to check as many field personnel as needed, and at a frequency as needed, to ensure compliance.

- The employee's full name as shown on his social security card and current address shall be entered on each payroll.
- Social security numbers are not required to be included on the payrolls.
- The project name and location on all records.

- Accurate payroll numbering and 'work ending' periods.
- When there is a temporary break in work, a "No Work Performed" payroll must be submitted.
- Correct employee classification;
- Correct hourly wage and, where applicable, the correct overtime hourly rate;
- Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
- All deductions are listed and the net wage shown. The Form WH-347 (explained in a subsequent paragraph) is to be used where fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- The CONTRACTOR is to be advised of any violations noted on the labor payroll. All the errors are to be corrected by means of a supplementary payroll.
- Final payrolls shall be marked "Final" or "Last Payroll".
- A record of all payrolls is to be maintained by the local agency.
- Upon completion of project labor records, an Affidavit in Compliance with Prevailing Wage for each contractor company and/or subcontractor company for the course of the project, shall be supplied to the CITY for review. Document shall be notarized prior to submittal.
- All payrolls shall be clear and legible such that there would be no mistake in interpreting any of the provided information.

The prime CONTRACTOR and each subcontractor are required to submit a weekly statement of compliance within seven days of the payment date of each payroll period. This statement, Form WH-347, is to be submitted in the prescribed form as set out in the "Required Contract Provisions" included in the contract. A record of all statements is to be maintained by the CITY.

LIEN WAIVERS

CONTRACTOR shall supply to the CITY lien waivers for all material, labor, and equipment prior to final payment being issued. All lien waivers to be submitted shall be a 'final' version. All lien waiver documents shall be notarized prior to review.

Conditional or partial lien waivers may be submitted, however final payment will not be issued until all lien waivers are submitted as 'final'.

LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The CITY would suffer loss should the CONTRACTOR fail to have the work embraced in this contract fully completed on or before the time above specified: THEREFORE, in order to adjust satisfactorily the damage on account of such failure, and the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such loss or damages which the CITY would sustain by reason of failure to complete fully said work within the time required by this contract, the CONTRACTOR hereby covenants and agrees to pay the CITY, as and for liquidated damages for each and every calendar day during which work remains incomplete and unfinished. Any sum which may be due the CITY for such damages shall be deducted and retained by the CITY from any balance which may be due the CONTRACTOR for progress payments or when said work shall have been finished and accepted. But such provisions shall not release the bond of the CONTRACTOR from liability according to its terms. In case of failure to complete, the CITY will be under no obligation to show or prove any actual or specific damage.

Liquidated damages shall be assessed against the CONTRACTOR for failure to commence the project within ten (10) calendar days from the written/effective notice to proceed date and/or complete the project on the designated completion date or within the allotted amount of calendar days in the amount of **two hundred fifty dollars (\$250)** per consecutive calendar day. Written notice for the commencement of liquidated damages will not be required.

It shall be the responsibility of the ENGINEER to determine the quantity of excess days.

The said liquidated damages specified will be assessed regardless if whether it would otherwise be charged as liquidated damages under the St. Charles County Standard Specification for Arterial Highway Construction, as amended elsewhere in this contract.

LOSSES FROM NATURAL CAUSES

All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the CONTRACTOR at his own cost and expense.

MAINTENANCE OF TRAFFIC AND ACCESS

All maintenance of traffic and access shall be in accordance with the Standard Specifications. All trenching, excavation and other construction work shall be made in a manner to cause the least interruption to traffic. Where permits are required of the CONTRACTOR to excavate or obstruct public property, he shall in all ways comply with the provisions or requirements of the proper authorities issuing such permits including, but not limited to, their requirements as to time, notice required, warning devices and temporary structures required. The fire and police departments, ambulance services, businesses, school bus companies, residents, and the post office are to be notified 14 days prior to any street closings or detours. All construction signs shall be on the job site prior to any adjustments in the flow of traffic. All detours shall be approved by the CITY in writing prior to CONTRACTOR sending out notice of detour.

The CONTRACTOR shall provide ingress/egress access to all properties at all times. All temporary roadways and driveways required on the project shall be incidental to the contract (unless otherwise provided) and no additional payment will be made for these items. If temporary pavement is to be used for more than 3 weeks or it will provide access to 4 or more properties, the pavement type shall be hot mix asphalt and shall be maintained until permanent drives are restored.

NOTICE TO OWNERS AND AUTHORITIES

The CONTRACTOR must notify the residents, local schools, bus services, utility companies, emergency services, post office, the County or adjacent Municipalities prior to closing streets or affecting service or access to property and prior to commencing work if work may affect said individuals.

When it is necessary to temporarily deny access to property, or when any utility service connection must be interrupted, CONTRACTOR shall give notices sufficiently in advance (minimum 48 hours) to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby. CONTRACTOR shall provide his/her contact information on any written notice handed out.

Prior to commencing work, closing of a traffic lane, or any subsequent change in the traffic configuration, detour etc., the CONTRACTOR must notify and provide the following agencies with a copy of their tentative work schedule:

- 1) Local Fire Department
- 2) Local Police Department
- 3) Local Fire and Rescue
- 4) Local School Districts (concerning school bus traffic)
- 5) Post office

PAYMENT AND MATERIALS BOND

If the final contract amount of this project does not exceed \$50,000, a payment and materials bond is not required. Because of this, the City will withhold ten percent (10%) retainage on each invoice instead of the standard five percent (5%).

Otherwise, a bond will be required for the full amount (100% Labor and Material) of the contract price with a surety company for all contracts that exceed fifty thousand dollars (\$50,000).

Bond is for the payment of any and all materials, incorporated, consumed or used in connection with the construction of such work, and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by subcontractor or otherwise.

The bond shall be executed in a form acceptable to the CITY. The cost of the payment and materials bond shall be incidental to the price bid.

PERFORMANCE BOND

If the final contract amount of this project is under \$50,000, a performance bond is not required. Because of this, the City will withhold ten percent (10%) retainage on each invoice instead of the standard five percent (5%).

Otherwise, a bond will be required for the one hundred percent (100%) of the contract price with a surety company, conditioned for the faithful performance of this Contract and the guarantee of the work.

Both Contract and bond shall be executed in a form acceptable to the CITY. The cost of the performance bond shall be incidental to the bid.

PERMITS

No permits were deemed necessary to obtain from external agencies for this project, however if any permits are discovered to be applied for during the course of construction of this project, then those permits shall be applied for and adhered to.

All permits obtained shall be available at each site and posted (as necessary) according to each individual permit requirement. If individual permits require forms or logs to be filled out, then it will be the CONTRACTOR's responsibility to keep those items current. The CONTRACTOR is required to construct a temporary board for posting of all permits, and will be responsible for the posting and protection of all permits from weather, theft, etc. Said sign shall be posted as close to a major road or intersection as possible, and viewable from the street. Sign shall not be posted on private property.

If CONTRACTOR needs an additional permit, then he shall contact the appropriate jurisdictional authority.

CONTRACTOR is to be held responsible for violating any permits and the penalties and/or fines thereof. Any fines assessed against the City as a result of the CONTRACTOR's failure to install or maintain silt and erosion will be the responsibility of the CONTRACTOR. If fines are assessed following the completion of the project, the CONTRACTOR shall still be held liable for those as well. It is the CONTRACTOR's responsibility to adhere to permit requirements.

No measurement shall be made for this item. No direct payment shall be made towards any additional permit fees or for the construction and erection of a posting board to house all of the applicable permits.

POLLUTION

CONTRACTOR shall prevent the pollution of drains and water courses by sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or water course other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers, and reasonable measures will be taken to prevent such materials from entering any drain or water course.

POSTAL DELIVERIES

The CONTRACTOR is to make arrangements with the US Post Office to allow for delivery of the mail during the project. The CONTRACTOR is to provide temporary mailboxes and reset or replace any existing mailboxes disturbed by the construction. This item shall be incidental and the CONTRACTOR will not receive any direct payment for this item.

PREVAILING WAGE LAWS

State of Missouri: On projects involving Public Works or Public Funds valued over \$75,000.00, it is the statutory policy of the State of Missouri that "a wage of not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workmen employed by or on behalf of any public body, engaged in Public Works, exclusive of maintenance work." In compliance with Missouri State Law, the following stipulations are made a part of this contract:

1. The schedule of occupational classifications and minimum hourly wage rates applicable to this project are to be attached and made a part of the Contract Documents.
2. The general prevailing rate for legal holidays and overtime work, as determined by the Industrial Commission, and as attached herein, shall be paid all workmen.
3. The CONTRACTOR shall forfeit as a penalty to the state, county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded \$100.00 for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or by any subcontractor under him. Section 290.250, RSMo.
4. All bonds furnished by this CONTRACTOR shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by this Contract.
5. A clearly legible statement of all prevailing hourly wage rates to be paid all workmen employed in order to execute this Contract and employed on this project shall be kept posted in a prominent and easily accessible place at the site thereof by each CONTRACTOR and subcontractor engaged in this project under the Prevailing Wage Law Section 290.210 through 290.340 as amended R.S. No. 1994, effective October 13, 1994; and each notice shall remain posted during the full time that any such workmen shall be employed on the project.
6. Upon completion of construction and before final payment can be made from this project; the CONTRACTOR shall file an "Affidavit of Compliance with the Prevailing Wage Law". No payment can be made unless and until this affidavit is filed in proper order.

The Prevailing Wage document to be utilized throughout the duration of the construction contract is the one that is "In Effect" as posted with the Missouri Department of Labor and Industrial Relations at the time of the first day of the project Advertisement.

The Prevailing Wage document as attached to these specifications, for all intents and purposes is meant to reflect the most current version at the time of the bid opening and if for some reason

the one included with these specifications is out-of-date, then one that would have been in effect at the time of the advertisement will prevail.

PROGRESS PAYMENTS

CONTRACTOR shall submit original signed monthly pay requests to the CITY ENGINEER by the tenth of the month, on the AIA format (form G702) for invoices. Payment will be made by the first of the next month. The pay request will reflect the following changes and totals made on past invoices for:

- Contract Amount
- Total Change Order amounts
- Pay Item quantities of work completed that month
- Additional pay items
- Previously paid invoices
- Total retainage to date
- Total amount due this pay request

A retainage of five percent (5%) shall be withheld from each partial payment. It will be returned when the CITY ENGINEER accepts the project as complete. For public projects with an estimated value under \$50,000, no surety bonds are required. However if no bond is received, then the City reserves the right to withhold ten percent (10%) from each partial payment.

First payment will not be made until the following items have been approved by the CITY.

- Project Schedule
- Erosion Control Plan
- Traffic Control Plan
- Shop Drawings

Subsequent progress payments will be suspended unless the CONTRACTOR's project schedule is up to date and acceptable to the CITY, and weekly payroll statements of compliance are current

Direct Deposit (a/k/a/ Electronic Funds Transfer, or EFT): The Contractor may sign up for Direct Deposit with the City in order to expedite the receipt of payment. This shall solely be at the discretion of the Contractor. If the Contractor wishes to enroll in Direct Deposit, the Contractor shall fill out the EFT Agreement form (Exhibit S) during the pre-construction period and submit a legible original to the City's Project Manager, along with a voided check. The agreement will remain in effect until the Contractor provides a written notice to terminate the agreement. Once the Direct Deposit is in place, then payments will no longer be mailed and/or available for pickup.

PROGRESS REPORTS

The CONTRACTOR shall submit progress reports on a monthly basis beginning the first Friday after award of the project and continuing through closeout of the project. The reports shall briefly describe work accomplished during the time period and projected work for the next time period. They shall indicate the project number, and the days the CONTRACTOR was unable to work due to conditions beyond his control (list specific reason, i.e. rain, cold, etc.). They shall be in a neat, legible form and submitted to the CITY (four copies).

PROGRESS SCHEDULE

The CONTRACTOR shall, prior to start of construction, prepare and submit to the CITY or their representative for approval a detailed schedule of all operations showing the following:

1. The anticipated time of commencing and completion of various operations to be performed under this Contract.
2. The estimated time required for fabrication and/or delivery of all materials and equipment required for the work.
3. Utilities relocations by others and how it affects CONTRACTOR schedules.

In addition to the requirements set forth in the Standard Specifications, the initial schedule to be submitted at or prior to the pre-construction meeting shall include a detailed work schedule for the area on a work week calendar, indicating the timing for placement of traffic control devices, pavement breaking, removals, placement of rock base, concrete placement, backfill, drive construction, seeding, crack sealing, and opening to traffic for each project phase. In no case shall the Contractor deliver notices, break pavement or initiate excavations until approval is given by the Engineer, and the utility companies have been given adequate notice and provided physical markings indicating the location of underground facilities.

The Contractor shall provide the Engineer with scheduled work projections on a weekly basis. These projections shall address the anticipated work for the upcoming two (2) week period. The Contractor shall not commence work in any area unless previously submitted to the Engineer in the weekly projections and updates. These schedules are to be the basis upon which the Engineer will keep the public and emergency personnel informed. It is not the intent of these projections to limit or control the Contractor's operations. It is an essential term of this contract however, to limit the number of open excavations and traffic hazards to ensure prompt and efficient closure of construction areas.

The CITY ENGINEER may require the CONTRACTOR to adjust his plan, equipment or construction forces, if progress falls behind the approved schedule such that completion within the specified time appears doubtful.

The CONTRACTOR must update the progress schedule and resubmit to the CITY for acceptance anytime work falls behind the current accepted schedule.

Failure to submit a schedule may result in the CONTRACTOR being subject to Liquidated Damages until a schedule is submitted.

PROJECT SUBMITTALS AND CLOSEOUT

The following list is a general schedule for the required submittals between the CITY and CONTRACTOR during the course of the project. This list does not need to be turned into the CITY but can be used for reference. Although not an all-inclusive list, the following submittals shall be required:

The items denoted as 'Exhibits' are found in the Exhibit section of this book.

After Bidding, Prior to Construction/Notice to Proceed (required for contract approval), the CONTRACTOR shall submit to the CITY the following:

Exhibit	Item	Submitted?
-	Original City-Contract Agreements Signed by Contractor	
G	Performance Bond (or Intentionally Omitted)	
H	Payment & Materials Bond (or Intentionally Omitted)	
-	Certificate of Insurance	
E	W-9 Form for General Contractor	
F	Electronic Funds Transfer (EFT) Agreement Form (For Direct Deposit) - Optional	
-	Preliminary Work Schedule	
-	Request for Substitution (As Needed)	
-	Shop Drawings	

During Construction, the CONTRACTOR shall submit to the CITY the following:

Exhibit	Item	Submitted?
-	Requests for Payment (AIA Format) less retention	
-	Payroll Records	
-	OSHA 10 cards or similar certification for all employees on the project.	
-	Product Information on Material Used	
-	Samples and Results of Tests	
-	Tickets	
-	Monthly work schedules	
-	Request for Substitution (As Needed)	
-	Change Order (as needed)	

Prior to Final Payment, the CONTRACTOR shall submit to the CITY the following:

Exhibit	Item	Submitted?
-	Maintenance Guarantee	
-	Written Notice that work is ready for Final Inspection	
-	Payroll Records (all corrected/current)	
K	Prevailing Wage Affidavits (Contractor and all subs)	
-	Final Waiver of Liens	
J	Contractor's Affidavit Regarding Settlement of Claims	
I	Final Pay Affidavit	
-	As-Built Plans (as needed)	
-	As-built drawings (if required)	
-	Certificate of Substantial Completion	
-	Change Order (as needed)	

The CITY will be responsible for developing and submitting to the CONTRACTOR the following:

Item	Submitted?
Tax Exemption Certificate	
Notice of Award	
Notice to Proceed	
Shop Drawing Review/Approval	
Punchlist(s)	

PROTECTION DURING CONSTRUCTION

Before starting work, the CONTRACTOR shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The CONTRACTOR shall make reasonable effort to avoid breaking utility lines. The utility and ENGINEER shall be notified immediately should a break occur in a line during construction under this Contract. Any lines so broken by the CONTRACTOR shall be repaired according to the utility company's standards at the expense of the CONTRACTOR. Water valves and meters denoted as needing to be adjusted to grade shall be adjusted by the CONTRACTOR at his expense. For this project, all manholes, valve boxes, etc. within the pavement or adjacent to pavement needing to be adjusted will be at the CONTRACTOR's expense.

Wherever the work is along existing pavement that is to be retained, traction equipment with lugs will not be permitted. The CONTRACTOR shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the CONTRACTOR, which remains in place shall be replaced in accordance with these specifications at the CONTRACTOR's expense.

The CONTRACTOR shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the OWNER of such property.

The CONTRACTOR will exercise care to prevent damage to existing roadways, highway, ditches, shoulders, structures, and underground utilities adjacent to the construction site(s). Damages resulting from CONTRACTOR's operations or operations of Subcontractors shall be repaired or replaced at the CONTRACTOR's expense.

The CONTRACTOR is also responsible for any repair and/or maintenance required throughout the project from Notice to Proceed until final acceptance. These maintenance items or repairs include but are not limited to pothole repair, resurfacing temporary roads, maintenance of utility cuts, mowing, etc.

REFERENCE STANDARDS

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and

responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's Consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

RIGHTS-OF-WAY/EASEMENTS

All improvements will be constructed within the public right-of-way, the temporary construction easements, or permanent easements shown on the plans. Construction easements and temporary construction easements (TCE's) shall only be used during the time required for construction with minimum interference to the property OWNER. Easements shall not be used for the storage of vehicles, materials or supplies without the approval of the ENGINEER.

Refer to the Job Special Provisions for any applicable list of Special Agreements for specific property requirements. CONTRACTOR will be required to adhere to these agreements for the duration of the project.

CONTRACTOR shall provide all necessary barricades, lights and fences while occupying easements to separate and protect OWNER's property from construction activities.

Upon completion of the contract work, the CONTRACTOR shall restore, without additional cost to the CITY, all improvements within the right-of-way or easements to substantially the same conditions as they were at the commencement of the construction work, unless otherwise noted.

At Project Closeout, the ENGINEER will ensure the conditions in the temporary construction easement are the same as at the commencement of the work. Non-approval can result in the withholding of final payment.

All costs resulting from the maintenance or improvement of construction easements – such as incidental grading, and the repair of improvements damaged by the CONTRACTOR – shall be borne by the CONTRACTOR.

RISKS AND HAZARDS

The OWNER assumes no responsibility for actual condition of structures to be demolished. Variations within structure may occur by theft, fire, vandalism, or other casualty or happening. The CONTRACTOR must assess the risks of entering or working on or around the site, and if the CONTRACTOR deems necessary, obtain an independent professional opinion of those risks at the CONTRACTOR's expense prior to performing any work.

SAFETY PROGRAMS, COMPLIANCE AND PENALTIES

DEFINITIONS: As used in this section, the following terms shall mean:

- "Construction", construction, reconstruction, demolition, painting and decorating, or major repair;
- "Department", the Missouri department of labor and industrial relations;

- "Person", any natural person, joint venture, partnership, corporation, or other business or legal entity;
- "Municipality", the City of O'Fallon, Missouri;
- "Public works", all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds.

Any person signing a contract to work on the construction of public works for the municipality shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under subsection 2 of this section shall be afforded twenty days to produce such documentation before being subject to removal from the project.

The CONTRACTOR to whom the contract is awarded and any subcontractor under such CONTRACTOR shall require all on-site employees to complete the ten-hour training program required under subsection 2 of this section. The CONTRACTOR shall forfeit as a penalty to the municipality, two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections 2 and 3 of this section have elapsed. The municipality shall withhold and retain therefrom, all sums and amounts due and owing as a result of any violation of this section when making payments to the CONTRACTOR under the contract. The CONTRACTOR may withhold from any subcontractor, sufficient sums to cover any penalties the public body has withheld from the CONTRACTOR resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the CONTRACTOR may recover the amount of the penalty resulting from the fault of the subcontractor.

In determining whether a violation of this section has occurred, and whether the penalty under subsection 4 of this section shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the municipality and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the Circuit Court of St. Charles County.

If the CONTRACTOR or subcontractor fails to pay the penalty within forty-five days following notification by the department, the department shall pursue an enforcement action to enforce the monetary penalty provisions of subsection 4 of this section against the CONTRACTOR or subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed under subsection 4 of this section, the department shall be entitled to recover its actual cost of enforcement in addition to such penalty amount.

SHOP DRAWINGS/SUBMITTALS

Submittal Procedures:

General Information

1. In all cases where details or shop drawings are required, the CONTRACTOR shall submit a minimum of one (1) electronic PDF copy to the Project Manager for review before any of the work is begun. Email transmittal of PDF version is acceptable, however due to size restrictions on many email servers, the Contractor is still required to follow up to ensure the transmittal was received.
2. Additional copies submitted for review will be returned to the CONTRACTOR and an electronic PDF copy with any necessary markups will also be returned when possible.
3. Should extensive changes be necessary, corrected drawings shall be submitted for final review. One (1) electronic PDF copy of the final reviewed drawings will be required.
4. In the event where physical samples are to be submitted (i.e. brick/block, shingles, wood, plastic, metal, flooring, paint/color samples, etc.), only the one 'copy' of the physical submittal will be required. If paper versions of the submittal (indicating product specifications and/or color choices) is available, a single copy shall also be submitted in accordance with the previous sections. The City will respond in writing on the selection of the physical copy and/or indicate the selection on the corresponding paper version. The City remains the right to keep the physical sample until installation to verify product selection.

Before submitting each Shop Drawing or Sample, CONTRACTOR shall have:

- reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- determined and verified all information relative to CONTRACTOR's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- The shop drawings shall be stamped "reviewed" or similar by the CONTRACTOR before submitting them to the CITY.

Each submittal shall bear a stamp or specific written certification that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal. Each submittal shall be legible, clear, and concise and in good condition in order to be reviewed.

Each submittal shall include a cover page directly from the CONTRACTOR, with the following requirements:

1. CONTRACTOR's letterhead or similar template
2. Cover page shall have a three inch (3") margin at either the top or bottom of the page to provide room for the CITY's stamp to be placed. Left and right margins can be normal. Subsequent pages do not need this 3" margin.
3. Date of submittal
4. Name of the Project
5. Description of submittal
6. List who will be performing the work (CONTRACTOR, Subcontractor, sub-tier contractor). Provide address, contact name and number.

Submittals shall be broken out individually to the work that is covered, such that a separate cover page is provided. For example, concrete pavement with base rock should be submitted as one submittal. Storm sewers should be submitted as one submittal. Do not combine submittals under one cover page. This is such that the Engineer's stamp may be applied to the corresponding submittal and not treated as a whole.

With each submittal, CONTRACTOR shall give ENGINEER specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to ENGINEER for review and approval of each such variation.

When it is required to submit material or equipment, shop drawings, manufacturer's brochures, color samples, or samples for review, said submittals are to be made to the CITY through the General CONTRACTOR.

Engineer's Review:

ENGINEER will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

ENGINEER's review and approval shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. ENGINEER's review and approval shall not relieve CONTRACTOR from responsibility for complying with the requirements of the Contract documents.

Differing Submittals

If the item described or submitted is not exactly as specified by the plans and/or specifications, the procedure shall be as follows:

1. With the submittal CONTRACTOR shall state in writing that the item is not exactly as specified by the plans and/or specifications and he shall state the difference.
2. At least one (1) electronic PDF copy of the shop drawings, manufacturer's brochures, or samples shall be submitted to the CITY ENGINEER

3. The CITY will then evaluate the submittal and will transmit the accepted or rejected submittal to the CONTRACTOR.
4. When substitutions for the specified items are approved, the submitting CONTRACTOR will be responsible for all costs incurred due to the changes from plans and/or specifications. This includes additional design costs, material and equipment costs and any appurtenant cost that may be incurred by other trades.

The CITY will not be responsible for errors in the shop drawings which their examination and scrutiny many have failed to detect, and the CONTRACTOR shall be absolutely responsible for the correctness of the drawings furnished by him or his subcontractors.

Within two (2) weeks after signing the Contract between the CITY and the CONTRACTOR, the CONTRACTOR shall submit a complete list of shop drawings and samples for items of work and the approximate dates on which they will be submitted for approval. The CONTRACTOR'S first payment can be withheld if this requirement is not met.

The following shop drawings and/or manufacturers data shall be required at a minimum and could vary from project to project.

- Concrete Mix Design (each type to be used)
- Asphalt Mix Design (each type to be used)
- Bedding/Gravel/Rip-rap/revetment/gabion rock (including gradations)
- Sod/Seed mixes
- Concrete Reinforcement Steel
- Pavement Marking and Paint Striping Materials
- Sign Material (including post material)
- Traffic Signal equipment
- Lighting equipment
- Water main materials (i.e. pipe, fittings, connections)
- Sewer main materials (i.e. manholes, pipe, lids)
- Storm sewer (i.e. structures, tops, pipe, inlets, lids)
- Retaining wall (block material, bedding, wall layout)
- Plant/Tree/Shrubbery material

SITE SECURITY

Once the contract is executed between the City and the successful bidder (CONTRACTOR), the CONTRACTOR is responsible for all project site security. The CONTRACTOR shall protect the site from any 3rd parties that may enter the site for any reason. Specific attention must be made to address the safety of the site, vandalism, and possible additional dumping. Demolition Sites can be particularly dangerous for children or any trespassers onto the site.

STORAGE SPACE

The CONTRACTOR shall provide his own staging sites and storage sheds for material requiring protection and shall have someone available to receive all materials and equipment delivered to the site of the work by truck. The CONTRACTOR shall cooperate with the OWNER (of the property) to the fullest extent to maintain the storage yard in a neat and orderly manner. Particular

care shall be taken to avoid damaging structures, curbs, sod or impeding traffic. CONTRACTOR shall avoid storage and/or traffic across drip lines of trees unless specific agreements are made to remove said trees. Any drip line crossed with heavy traffic on trees that are scheduled to remain are subject to removal and/or replacement at no additional cost. Under no circumstances should buildings or equipment be located in floodplains, stream beds, or the channel of any watercourse.

All equipment shall be well-maintained to prevent leaks. Any equipment that does show signs of leaks should have collection systems installed to prevent ground contamination or pollution, and to have the repairs corrected as early as possible to prevent additional leaks. The CITY reserves the right to stop any equipment from operation if deemed that the equipment is causing pollution at any time and to require repair (or replacement) prior to the operations continuing.

Any agreements made between the CONTRACTOR and the property owner for a staging area shall be made privately and copies of any agreements shall be provided to the CITY as a reference. Restoration of said staging area shall be required prior to project closeout and may be a punchlist item.

CONTRACTOR may be required at no additional cost to install BMPS to protect adjacent properties and/or streets from being polluted by runoff, debris, rubbish, or other chemical or material pollutants. Temporary wash off pads or other gravel access drives may also be needed to utilize the property. Temporary garbage cans and/or dumpsters may be installed on site for unwanted debris. The CITY is not responsible for any additional garbage brought onto the site and/or the placement of said garbage in any container by residents or other individuals.

SUBCONTRACTORS

The CONTRACTOR will be required to establish to the satisfaction of the CITY the reliability and responsibility of the persons or entities proposed to furnish and perform the Work. Prior to the award of the Contract, the CITY will notify the CONTRACTOR in writing if the CITY, after due investigation, objects to any such person or entity proposed by the CONTRACTOR to supply items, furnish materials, or perform portions of the Work. If the CITY objects to any such proposed person or entity, the CONTRACTOR may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity. The CITY may, at its discretion, accept the adjusted bid price or it may disqualify the CONTRACTOR.

If it is required in the specs that the (General) CONTRACTOR be a MoDOT qualified CONTRACTOR, then all subcontractors must also be on MoDOT's approved list of contractors or have the ability to be accepted by MoDOT prior to performing any work on the project.

Persons and entities proposed by the CONTRACTOR and to whom the CITY has made no objection under the MHTC provisions of Paragraph 5.3.2 herein must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the CITY.

SUBSTANTIAL COMPLETION

Substantial Completion is defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

The Contractor shall ensure the Work is ready for inspection and/or re-inspection. The Contractor is required to notify the City of Substantial Completion. If the Work is found not to be as stated in the Contractor's Punchlist or the items have not been substantially corrected and/or completed, the inspection will be terminated.

Upon satisfactory inspection of the Work, the City shall issue a Certificate of Substantial Completion to the Contractor for signature. In some cases, an engineering company responsible for the design and/or a separate company involved with construction management may also be included in the signature routing of said certificate. Fully executed copy from the City will be returned to the Contractor.

A copy of the punchlist, as needed, will be attached to the Certificate.

If the bidding documents indicate that portions of a project will be accepted in phases (for example, if a project has a lengthy completion date such that certain components will be utilized by the Owner early while other work occurs) then the City may issue multiple Certificates covering the various phases of work. In those cases the warranty will apply to each certificate for that phase of work. However it should be assumed that one certificate will be issued for the complete project.

A copy of the Certificate of Substantial Completion is included in the exhibits for reference. This form or a variation thereof will be used on this project.

Any warranty for this project will commence the project has been approved for Final Payment.

SUBSURFACE AND PHYSICAL CONDITIONS

A report of exploration and tests of subsurface conditions at the site of Work was not performed.

SUSPENSION OF WORK

The Engineer may suspend the work wholly or in part for the CONTRACTOR'S failure to:

- a. Correct conditions unsafe for the project personnel or general public.
- b. Carry out provisions of the contract.
- c. Carry out orders of the ENGINEER

Suspensions in accordance with subsection 1 above will be non-excusable and non-compensable.

Work may also be wholly or partially suspended for:

- a. Periods necessary due to unsuitable weather.
- b. Conditions considered unsuitable for the prosecution of the work.
- c. Any condition or reason determined to be in the public interest at the discretion of the ENGINEER.

Suspensions in accordance with subsection 2 above may be excusable but will be non-compensable as determined by the ENGINEER.

SUSPENSION OF WORK (TEMPORARY)

The ENGINEER has authority to suspend any or all of the work in accordance with Section 105 for such time as necessary. If it becomes necessary to stop work for an indefinite period, the CONTRACTOR shall store all material in a manner that will protect the material from theft or damage, shall not unnecessarily obstruct traffic, shall take every precaution to prevent damage to or deterioration of work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc. and shall erect temporary structures where necessary. If disturbed ground areas exist as a result of the CONTRACTOR'S operations, said areas shall be stabilized to minimize erosion. If residential yards or other private property are affected as a result of the CONTRACTOR'S operations, said areas shall also be cleaned up and restored such that the land may safely be utilized by the property owner until work is able to resume.

The CONTRACTOR may suspend work for reasonable cause upon written approval from the ENGINEER. During such a period in which the work is suspended, liquidated damages will not accrue unless such suspension is due to the CONTRACTOR'S failure to comply with the contract. If work has been suspended, the CONTRACTOR shall notify the ENGINEER in writing at least 48 hours before resuming operations.

SUSPENSION OF WORK DIRECTED BY THE ENGINEER/OWNER

If the performance of all or any portion of the work is suspended or delayed by the ENGINEER and/or OWNER for an unreasonable period of time not originally anticipated, customary or inherent to the construction industry, and the CONTRACTOR believes that additional compensation or contract time is due as a result of such suspension or delay, the contractor shall submit to the ENGINEER in writing a request for adjustment within seven days of receipt of the notice to resume work. The request shall set forth the reasons and support for such an adjustment.

Upon receipt, the ENGINEER will evaluate the CONTRACTOR'S request. If the ENGINEER agrees that the cost or time required for the performance of the contract has increased as a result of and not the fault of the CONTRACTOR, suppliers or subcontractors, and not caused by weather, the ENGINEER will make an adjustment, excluding profit, and modify the contract in writing accordingly. The ENGINEER will notify the contractor of the ENGINEER'S determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be made unless the CONTRACTOR has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or an adjustment is provided for or excluded under any other term or condition of the contract.

TEMPORARY FACILITIES

Temporary Toilet For Workmen --The CONTRACTOR shall provide temporary toilet facilities conforming to requirements of all Health and Sanitation Codes for use by workmen employed on the project. The location of the toilet shall be as directed by the CITY ENGINEER and the facilities shall be kept in a clean, sanitary condition at all times. The cost for the temporary toilet shall be included in the bid price for other work.

Temporary Light and Power -- The CONTRACTOR shall provide and pay all charges for temporary light and power, as required for the work. This includes but is not limited to generators (including fuel use) or other electric sources.

Temporary Water -- The CONTRACTOR shall provide and pay for temporary water service, as required for the work. Because of the variety of water districts throughout the City of O'Fallon, it will be up to the individual water district on whether or not water may be drawn from an existing hydrant. In any case, contractor should assume that a meter and backflow preventer are installed on the temporary feeds. The City will not be responsible for additional payments or reimbursements for any water that is used from a hydrant.

Temporary Field Office -- The CONTRACTOR may provide and maintain a temporary field office for his use if needed. The CITY ENGINEER shall approve the location of the proposed office. No direct payment will be made for this work.

TRASH/RECYCLE/YARD WASTE COLLECTION

The CONTRACTOR is to provide trash collection services to the affected properties along the project (including regular waste, recycle and yard waste collection) if the project-specific construction activities prohibit regular collection services, or at a minimum coordinate with affected property owners to still allow for a regular pickup. This item shall be incidental and the CONTRACTOR will not receive any direct payment for this item. This includes any activities that cause a property owner to be 'skipped' by trash collection at any point during the project, including but not limited to operations, parking, or material delivery.

TRUCK TICKETS

All items, except reinforcing, structural and fabricated steel, to be paid for on the basis of weight, shall be weighed on a licensed scale and the weight ticket issued at the scale for each load of material shall be furnished to the ENGINEER at the time of delivery of the material.

If applicable to the project, all Truck Ticket information shall be in accordance with the requirements of the Eastern Missouri Pavement Consortium (EMPC). If the EMPC requirements do not apply, then Truck Tickets shall, at a minimum, show the following information:

- Date
- Contractor's Name
- Job Name
- Gross and Tare Weights or Volume
- Time Left Plant
- Ticket Number
- Load Number
- Type of Material Delivered

UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, or other unfavorable conditions for construction operations, the CONTRACTOR shall pursue only such portions of the work as will not be damaged thereby. No portions of the work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless by special means or precautions approved in writing by the OWNER's Representative, the CONTRACTOR shall be able to perform the work in a proper and satisfactory manner.

UTILITY COORDINATION

The CONTRACTOR will be required to place a locate request with the Missouri One Call System (a/k/a/ Dig-Rite) prior to any work to identify existing utilities. The City does not guarantee utility locations, but merely indicates that the CONTRACTOR should obtain information from the utility companies/utility owners concerning the locations of all utilities. It is assumed that the CONTRACTOR will make a field inspection of the project sites where the demolition work is to be performed and note all poles and overhead improvements, as well as the location of all underground utilities, which may affect his method of operation in demolition and appurtenances.

Any expense or inconvenience caused by the existence of utilities, and the necessary protection or repair during the demolition of buildings and appurtenances thereto, shall be considered as covered and included in the price bid for demolition.

Cooperation With Utilities. The CONTRACTOR shall notify all utilities of the work being performed in this contract and coordinate the work with the needs of the utility companies in regard to the site. No work on utilities or abandonment of any utilities may begin without approval of the utility owner in question. It is understood and agreed that the CONTRACTOR has considered in his bid all of the permanent and temporary utility appurtenances in their present position and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by him due to any interference from the said utility appurtenances.

1. The Contractor is hereby notified that utility relocations may be necessary on this project and may, or may not, be in various stages of completion. As a result, the Contractor acknowledges and should be fully prepared for his operations to be impacted by conflicts of varying degree. As required by Sections 102.5.5 and 105.7 of the St. Charles County Standard Specifications for Arterial Highway Construction, the Contractor shall be responsible for contacting utilities and coordinating his work with the ongoing relocations.
2. Should a level of conflict arise whereby the utility relocation work requires a temporary suspension of work due to its impact on the Contractor's major operation of work, an adjustment of the contract time for completion of work will be made by utilizing the weighted time table.
3. Suspension of work will only be given where the utility conflicts are such that the Contractor's major operation is impacted enough to prevent reasonable progress. Reasonable effort to work around the conflict will have to be shown by the Contractor before any suspension of work will be considered by the Engineer.
4. For informational purposes only, there is a list of utility contacts on the plans. This list should not be considered all-inclusive. The CITY does not warrant that the listing or the depiction of utility lines or facilities on other bidding documents are complete or accurately reflect either all utilities or their precise locations within or adjacent to the project limits or the status of any relocation work.

WEAPON FREE WORKPLACE POLICY

To ensure that the City maintains a workplace safe and free of violence for all employees, the City prohibits the possession or use of dangerous weapons inside of all City buildings, City Vehicles, and on City jobsites. This policy includes firearms, explosives and other weapons that might be considered dangerous or cause harm to a person. This policy does not apply to police officers' department-issued weapons carried in accordance with department policy in the course of the officers' employment.

All employees and visitors to a City facility or project site are subject to this policy, including contract workers and temporary employees. A license to carry a weapon does not supersede this City policy. Any violations will require removal from the facility or jobsite.

WORK IN EXISTING DRAINAGE AREA

The attention of the BIDDER is directed to the fact that the site of the work conveys overland and piped storm water drainage. The CONTRACTOR shall inform himself fully, of the conditions relating to the construction and labor under which work will be performed. The CONTRACTOR shall employ as far as possible such methods and means in carrying out his work as not to cause any interruptions or interference to the flow of storm water. The CONTRACTOR shall take special care to prevent the obstruction of the existing or new storm water facilities. In addition, all debris and material that could cause obstruction to downstream culverts, if a storm were to occur, must be removed immediately. All excavation shall be planned and executed in a manner to minimize the duration of exposure of unprotected soils. All borrow areas and embankments shall be managed to prevent sediment from entering nearby water or land. Disturbed areas shall be

restored with permanent vegetative diversion, or siltation retention facilities shall be provided to protect water courses.

WORKING ROOM

CONTRACTOR shall disturb the minimum amount required to complete work and shall restore all damaged or disturbed areas. The CONTRACTOR may make agreements with property owners for additional working room, equipment or material storage, or access. The CITY shall be furnished with a copy of each such agreement, prior to execution. No separate payment will be made for such agreements or arrangements, as they will be considered incidental to the work.

WORKMANSHIP

The CONTRACTOR shall at all times employ sufficient labor and equipment for prosecuting the work to full completion in the matter and time required by these specifications. All workmen shall have sufficient skill and experience to perform properly the work assigned to them.

The labor provided by the CONTRACTOR shall be directed to be of a workmanlike character with respect to the methods of construction and quality of completed work; and, shall not needlessly encumber the premises or adjacent property or streets with materials and/or equipment.

The CONTRACTOR shall make satisfactory arrangements to store material and equipment after delivery and before and during construction. The CITY can assume no responsibility prior to the completion and final acceptance of the installation.

JOB SPECIAL PROVISIONS

The governing specification(s) for this project is the latest edition of the following:

1. St. Louis County Standard Specifications for Road and Bridge Construction
2. MoDOT Standard Specifications for Highway Construction
3. City of O'Fallon, MO Standard Specifications and City Ordinances
4. Metropolitan St. Louis Sewer District Standard Construction Specifications.

The following Job Special Provisions (JSPs) are adopted for this project in addition to the listed governing specification(s). These provisions describe some of the various bid items and the basis for payment; information herein supersedes the relevant sections set forth in the latest version of any Standard Specifications.

In several instances, an item may not be covered in a specific Division within the specified governing standard. In these cases, a new division is called out to cover the item. Please make a note of this for your reference.

As stated in the General Requirements, if an item arises that is not within the technical specifications for this project the CONTRACTOR will fill out an RFI form and issue it to the ENGINEER. The request for information will be submitted to the ENGINEER when a question is discovered and allow the ENGINEER a minimum of 48 hours to respond. If the following sections reference a division or section not listed below, then the CONTRACTOR will need to fill out an RFI.

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A. DESCRIPTION

The work consists of sidewalk mudjacking using grout to eliminate trip hazards. Construction and material requirements shall follow the specifications listed in the attached St. Charles County Bid documents.

B. CONTRACT TIME FOR COMPLETION OF WORK

Completion of this contract shall be administered by a **July 31st, 2024** completion basis. Completion is defined as 100% of the contract items completed including correction of deficiencies.

Regardless of when the work is begun on this contract, all work for the BASE BID shall be completed by 07/31/2024. Any accepted alternate bids, if applicable, shall amend this completion date as outlined under the alternate bid(s) specifications.

Should the CONTRACTOR, or in case of default, the surety fail to complete the work within the time specified, liquidated damages in the amount of **two hundred fifty dollars (\$250.00)** will be deducted for each and every calendar day that the contract remains uncompleted.

C. PRE-BID MEETING

No pre-bid meeting is required for this project.

D. METHOD OF MEASUREMENT

For measurement and payment purposes, the sidewalk slab quantity shall be by full slab as determined by the transverse joint. A full sidewalk slab is defined in size as 25 (twenty-five) square feet or less. Any slab larger in size than 25 (twenty-five) square feet shall have that portion in excess of 25 (twenty-five) square feet prorated accordingly per the unit price for payment. Payment for accepted quantities, complete in place, will be made at the contract price.

E. ANTICIPATED NOTICE TO PROCEED

The anticipated notice to proceed for the project is on or around **06/01/2024**. The City estimates contract approval, which may or may not require City Council approval, on or about **03/28/2024**. The City reserves the right to adjust this date as needed.

F. MOBILIZATION

Description. Mobilization shall consist of scheduling and mobilizing equipment, materials and personnel necessary to pursue the work under this contract. Mobilization shall include demobilization, which shall consist of removal and transporting from the site all personnel, plant devices, tools, equipment and materials mobilized by the Contractor. It shall also consist of clean-up of the work area to the satisfaction of the Owner's Representative.

Mobilization shall also include the necessary traffic control devices required for the protection of the public from construction activities in accordance with the Standard Specifications.

Bonds shall consist of furnishing all bonds associated with this contract.

Construction Requirements. Contractor shall set up operations on site with supervision and labor and shall move in and place the equipment, materials, and traffic control devices required for protecting and carrying out the work covered by this contract.

Contractor shall breakdown operations by demobilizing which shall include, but not be limited to, removal and transporting from the site all personnel, tools, equipment and materials mobilized by the Contractor.

Method of measurement. Mobilization and bond will not be measured.

Basis of payment. Payment for this item will be based on the contract lump sum bid price for mobilization. When payments become due, partial payments will be made as follows:

- When 5% or more of the original contract amount is earned, 25% of the lump sum price.
- When 10% or more of the original contract amount is earned, an additional 25% of the lump sum price.
- When 25% or more of the original contract amount is earned, an additional 25% of the lump sum price.
- When 50% or more of the original contract amount is earned, an additional 25% of the lump sum price.

Said lump sum price shall include full compensation to the Contractor for labor, materials and equipment required for the complete mobilization of the Contractor onto the job site including portable sanitary facilities and all other incidental work related thereto and as shown on the Project Construction Plans and specifications herein.

G. LIQUIDATED DAMAGES SPECIFIED

Description. If the work being done as part of the Project – Path Maintenance - is not complete and open to traffic by 07/31/2024, the City of O’Fallon, the traveling public, and state and local police and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, potential liability, traffic and traffic flow regulation cost, traffic congestion and motorist delay, with its resulting cost to the traveling public. 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 **\$250** per day for each full calendar day that the Project – Path Maintenance - are not complete and open to traffic in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the OWNER to determine the quantity of excess closure time.

H. SPECIAL CONSIDERATIONS

Description. This work shall include any special considerations that the Contractor must take with regard to work on this project. If a work item listed below is no longer to be performed, then the City shall require the Contractor to provide a written and signed letter from the property owner waiving the requirement as listed.

Special Considerations. At all times, the contractor is to pay heed to traffic (pedestrian and motorized) to ensure the least possible disturbance while ensuring public safety.

It is highly recommended that the contractor have a preconstruction photographic record of the area where work is to take place, and to provide a copy to the city before construction begins. This record will help serve the contractor in the event that a claim for damage is made after construction when the condition was pre-existent. Unless evidence can be produced which indicate the damage was present prior to work commencing, the CONTRACTOR shall be considered liable to repair/replace any affected items.

The contractor shall restore damage to adjacent lawns to like conditions, as requested by the resident/property owner whose property was affected.

Special care shall be taken during removals to not damage existing utilities, residential drain lines, driveway aprons, curb and gutter, adjacent asphalt pavement and concrete slabs to remain in place, and any other appurtenance within the construction area. The contractor shall be responsible for the correction any damage within one week of written notification; **failure to comply will result in an equitable deduction from the contract for the damage to be repaired by others.**

Repair of any damage to any driveways, side streets, yards, property, etc. shall be made at the contractor's expense and shall be considered included in the bid. The contractor shall use care, including restricting load size to prevent damage during this project.

Special care shall be taken during sidewalk remediation to avoid mudjacking sidewalks within driveways. In the event that such mudjacking occurs the CONTRACTOR shall be considered liable to repair/replace any affected items.

Method of measurement. Special Considerations will not be measured.

Basis of Payment: This work is considered incidental to this project and no extra payment shall be awarded for any of these aforementioned considerations.

I. TRAFFIC CONTROL PLAN

Description. Work Zone Traffic Control shall be in accordance with applicable portions of Division 616 of the St. Louis County Standard Specifications, and specifically as follows.

Traffic Management Schedule: 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.

Roadways shall remain open at all times during construction. Roadway closures may be allowed for short intervals of time when the movement of the CONTRACTOR's equipment will seriously hinder the safe movement of traffic. Periods during which the CONTRACTOR will be allowed to halt traffic shall be as authorized by the ENGINEER. The use of high-early strength concrete pavement or other means may be used to maintain two-way traffic at the CONTRACTOR's

request, if approved by the ENGINEER. The CONTRACTOR shall notify the ENGINEER no less than seven (7) days in advance prior to lane closures or shifting traffic onto detours.

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

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.

The CONTRACTOR shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of five (5) minute delays or longer, then the CONTRACTOR shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

Work Hour Restrictions: There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

The CONTRACTOR shall not perform any construction operation on the major roadway, including the hauling of material within the project limits, during restricted periods, holiday periods, or other special events specified in the contract documents.

Detours and Lane Closures: The CITY may utilize changeable message sign(s) to assist the CONTRACTOR in notifying motorists of future traffic disruption and possible delays one week before traffic is to be shifted to a detour or prior to lane closures. The changeable message sign(s) shall be installed at a location as approved or directed by the ENGINEER.

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 documents.

J. IRRIGATION SYSTEM PROTECTIONS AND/OR REPLACEMENT

Description. This work shall consist of all work and materials necessary to protect and /or replace any irrigation system piping and appurtenances disturbed during construction, restoring to original function and condition as found at commencement of construction. The contractor is responsible for the location and avoidance of damage for any irrigation system lines within the bounds of the project.

Method of Measurement. No Measurement shall be made. The City will ensure that the requirements for testing are indeed honored per the specifications.

Basis of Payment: This work is considered incidental to this project and no extra payment shall be awarded for any of these aforementioned considerations.

K. EXHIBITS

Note: These exhibits are intended to be used as reference for the Contractor and/or Bidder. Some of the forms may change slightly from the original version.

The following Exhibits shall be considered part of the contract:

Exhibit A – Program Map
Exhibit B – Unit Price Sheet
Exhibit C – City of St. Charles Contract

The following Exhibits will be required, as part of contract award.

Exhibit D – Worker Eligibility Verification Affidavit
Exhibit E - W-9 Form
Exhibit F - Electronic Funds Transfer (EFT) Agreement Form (For Direct Deposit) - OPTIONAL
Exhibit G - Performance Bond
Exhibit H - Payment and Materials Bond

The following Exhibits will be required after the project is awarded and prior to Construction Closeout:

Exhibit I - Final Pay Affidavit
Exhibit J - Contractor's Affidavit Regarding Settlement of Claims
Exhibit K – Affidavit Regarding Compliance with Prevailing Wage Law

Exhibit A - Program Map

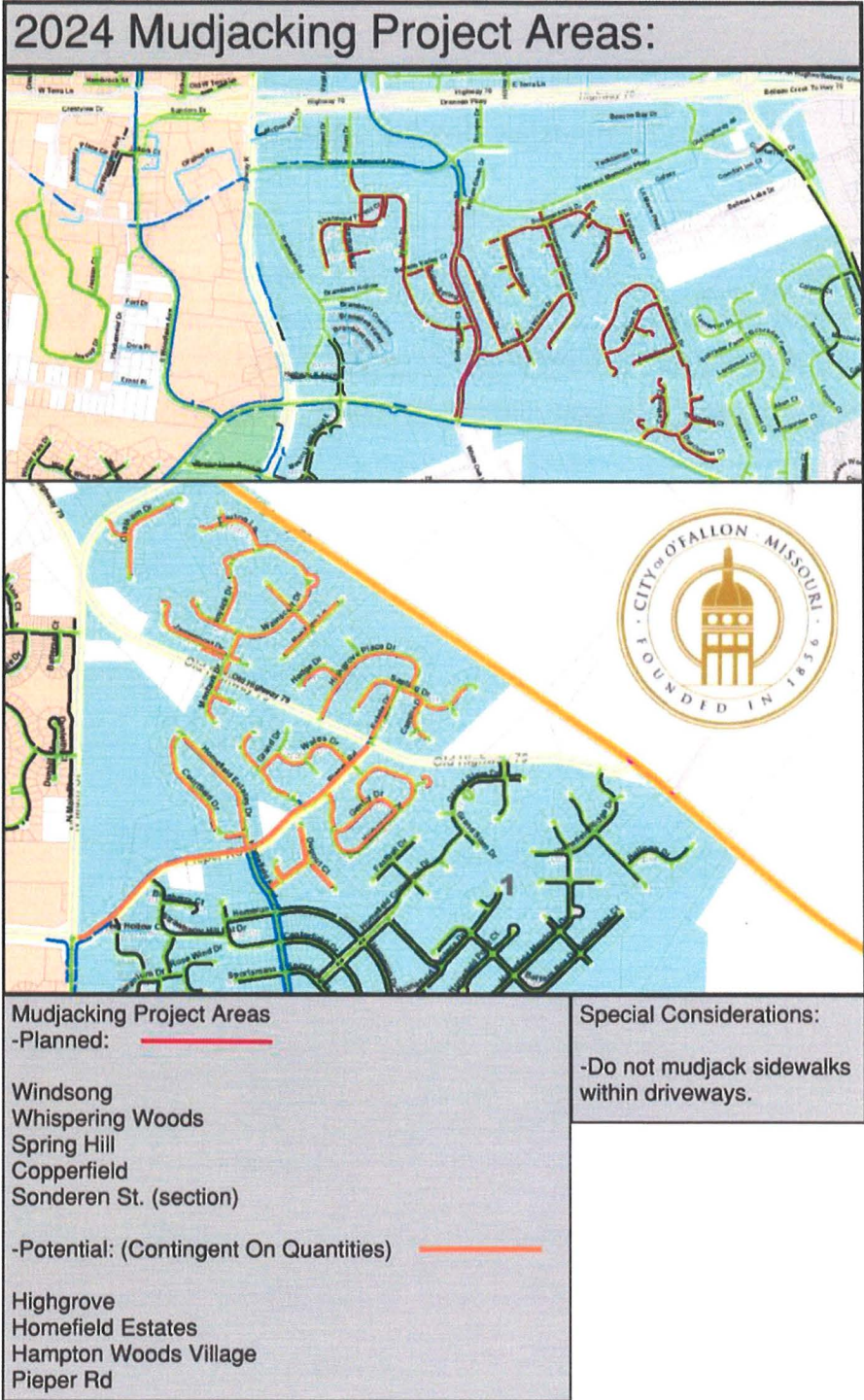


Exhibit B - Unit Price Sheet

2024 Path Maintenance Unit Price Sheet:

#	Bid Item	Unit	Quantity	2024 Unit Price	Cost
1	Mobilization & Bonds	LS	1.0	\$ 4,320.00	\$ 4,320.00
2	Traffic Control	LS	1.0	\$ 1,350.00	\$ 1,350.00
3	Sidewalk Slab Mudjacking	EA	1204.0	\$ 78.30	\$ 94,273.20
4	Street Pavement Slab Mudjacking	CY	As Needed	\$ 325.00	
	Total Street Cost				\$ 99,943.20
	Total Project Cost				\$ 99,943.20

Exhibit C - City of St. Charles Contract



CITY OF SAINT CHARLES, MISSOURI

**INVITATION FOR BID
IFB 4660**

MARCH 22, 2022

**Notice of Invitation for Bid (IFB)
Pressure Grouting (Mudjacking) Services
for the City of St. Charles, Missouri**

The City of St. Charles, Missouri is accepting bids from qualified contractors for Pressure Grouting (Mudjacking) Services throughout the City. Bids will be received until **2:00 p.m., City Time, on Wednesday, February 22, 2023** at City Hall.

The submitting party acknowledges the right of the City to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different submitting parties or all items to a single submitter. In addition, the submitting party recognizes the right of the City to reject a bid if the submitter fails to furnish any required data required by the IFB, or if the bid is in any way incomplete or irregular. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any or all bids or parts thereof.

INVITATION FOR BID
Pressure Grouting (Mudjacking) Services

I. Scope of Services

A. GENERAL CONDITIONS

1. General

It is the intent of these specifications to describe the minimum level of service required. This work shall consist of furnishing equipment, materials, fuel, labor, and all other incidental items needed to perform pressure grouting/mudjacking services at various locations throughout the City.

2. Safety

- a. Appropriate traffic-control signs shall be used when working within any street right-of-way.
- b. Reasonable care shall be taken when working in the vicinity of other people and/or property.
- c. Any and all accidents (both personal injury and property damage) are to be reported to the appropriate City staff as soon as possible.

3. Inspection

Bidder shall make notification to the appropriate City staff, either in person, by telephone, or by e-mail no later than the next work day that a location has been completed and is ready for the required inspection by City staff.

4. General/Miscellaneous

- a. The Bidder shall provide supervision of all work crews at all times while performing work under this contract. Personnel supervision is not required provided that equipment or other means are provided that enable the work crew to communicate with the contractor at all times.
- b. Work crews shall wear shirts and generally maintain a well-kept appearance during work activities.

B. SPECIFICATIONS

1. This project proposes to service approximately 3,000 – 4,000 sidewalk slabs, and an undetermined amount of street pavement slabs, of varying dimensions by mudjacking method using a slurry mixture. The proposed work is to correct alignment of offset slab joints and/or to elevate slabs so as to establish slope to eliminate areas of standing water.
2. Each ton of grout to be pumped shall consist of approximately 1,680 pounds of powdered limestone (containing a minimum of 90% calcium and magnesium carbonates graded so that 100% pass a 60 mesh screen, 85% pass a 100 mesh screen, and 60% pass a 200 mesh screen) and no less than 320 pounds of Portland cement.

3. Dry material is to be mixed with only potable water using mechanical mixing equipment capable of producing a uniformly mixed grout of the proper consistency. The grout should not exceed a 5" (five-inch) slump. Pump aids, mix additives or waterproofing agents may be added at this time if desired or needed. Grout mixture will provide 80 psi strength and no expansive or shrinkage qualities.
4. The Contractor shall at all times ascertain where grout is flowing and is responsible for removing any excess grout in sod area, storm sewers, and sanitary sewers.
5. Mudjacking core holes shall not exceed 2 ½" (two and one-half inches) in diameter. In general, drilled holes shall be spaced not less than 12" (twelve inches) or more than 18" (eighteen inches) from each transverse joint. Spacing of holes on each slab shall be field determined to achieve maximum lifting action.
6. The Contractor shall take every precaution to prevent damage to any slab being lifted. If cracking occurs during the lifting of a slab, the operation shall be stopped, the cause of the cracking determined, and the method altered so as to minimize further cracking. Slabs cracked during the lifting process which are determined to be unserviceable shall be removed and replaced by the Contractor at the Contractor's expense. The Contractor shall be responsible as part of his work for any sawcutting which may be necessary within each individual work area.
7. Upon achieving the desired finish slab elevation, all drilled holes shall be filled and finished flush to the slab surface with a non-shrinking grout/water mixture.
8. No pumping/lifting work shall be undertaken when the ground is frozen or when the air temperature is below 40°F.
9. For payment measurement purposes, the sidewalk slab quantity shall be by full slab as determined by the transverse joint. A full sidewalk slab is defined in size as 25 (twenty-five) square feet or less. Any slab larger in size than 25 (twenty-five) square feet shall have that portion in excess of 25 (twenty-five) square feet prorated accordingly per the unit price for payment. Payment for accepted quantities, complete in place, will be made at the contract price.
10. Upon completion of work at each location, the Contractor shall clean the work site and remove any excess slurry mixture, trash and debris.
11. Prior to the start of the project, a meeting will be held with the Contractor to review the contract work and project schedule.
12. The Contractor shall provide and maintain all necessary signage, barricades, and traffic control measures at all times at the work locations. A lump sum pay allowance for this item is provided for on the bid form.
13. Upon award of contract, a determination of locations for proposed corrective mudjacking and priorities will be established and a "not to exceed" amount set out in a bill adopted by the City Council of the City of St. Charles.

14. Sidewalk slabs to be corrected will be field reviewed and identified by City and Contractor representatives. After each day's work, the City inspector and the Contractor's field superintendent shall field measure and count the sidewalk slabs corrected that day and record the agreed upon daily total amounts. These field measurements will be utilized to verify invoice pay requests.
15. Equipment may be inspected by representatives of the City of St. Charles Department of Public Works before the bid is approved.
16. The City of St. Charles is exempt from Federal excise tax and State sales tax. The Contractor will be provided with a copy of the City's Tax Exemption Certificate.
17. All bidders shall be responsible for completely familiarizing themselves with the work to be done.

II. Inquiries

Any questions related to the IFB shall be submitted to Willie Hantack, Purchasing Manager, at william.hantack@stcharlescitemo.gov. In the event it is necessary to revise any portion of this IFB, addenda will be provided to all Vendors who received the original IFB via the City's website. If you received this IFB by means other than the bid system, addenda will be available on the City's website at: <https://www.stcharlescitemo.gov/bids.aspx>.

III. Pricing

In submitting this Bid, Bidder represents that:

1. Certificate of Independent Price Determination
 - A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competition.
 - B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening.
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.
2. Prices
 - A. The price or prices specified in this quotation are firm and are not subject to contingency or reservation. Bidder represents that the price or prices specified in this quotation do not exceed the current selling price for these same or substantially similar supplies or services and are no higher than other quotes to his/her most favored customer taking into account the

quantity specified for delivery. Further, the Bidder, by signing the Bid Form, certifies that he/she secured similar certification from each subcontractor or part supplier.

IV. Schedule of Activities

Release and advertisement of IFB:	February 8, 2023	
Deadline for clarifying questions:	February 15, 2023	3:00 PM
Bid submission deadline:	February 22, 2023	2:00 PM

V. Bid Submission

By signing the Bid Form, Bidder certifies that it will comply with all terms and conditions, scope of services and all other specifications of this IFB and any subsequent award or contract. The IFB and bid will become an integral part of the contract.

1. Sealed bids shall be submitted in DUPLICATE to: **City of St. Charles; Attn: Purchasing; 200 N Second Street; St. Charles, Missouri 63301-2851**; prior to 2:00 p.m., City time, on Wednesday, February 22, 2023.
2. Envelopes must be clearly marked on the outside, "**BID 4660**", with the date of the bid opening on the envelope.
3. Each bid shall be made on the attached Bid Form and must include all documents in this bid package, the signature of the owner or authorized officer of the Vendor submitting said bid, and the complete mailing address of said Vendor.
4. The bid opening will be on Wednesday, February 22, 2023, at 2:00 p.m., City time, on the first floor at City Hall.
5. Bid tabulation sheets will be available online following the bid opening here: <https://www.stcharlescitemo.gov/Bids.aspx?CatID=showStatus&txtSort=Category&showAllBids=on&Status=open>
6. Vendors that submit a bid to the City of Saint Charles must accept/meet the terms and conditions included in this bid.
7. If delivery/service is not provided at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold the Vendor liable for any additional procurement costs.
8. Vendor shall be paid according to the amount quoted on the Bid Form. The Vendor shall submit all invoices complete with necessary support documentation to the City and the City shall make payment as outlined in the contract specifications.

VI. Laws and Ordinances, Regulations, Licensing Fees

Bidder shall conform to all rules, regulations, ordinances, laws or directives set forth by the City of Saint Charles and/or the State of Missouri.

Bidder shall comply with City Code of Ordinance Section 145.040 regarding the registration of sex offenders with the Police Department.

In accordance with City Code of Ordinance Section 145.290, neither the Bidder or an affiliated business entity of the Bidder shall: (1) be in arrears to the City on any taxes or debt; (2) be in default of any contractual obligation to the City; (3) be in default as security or otherwise of any obligation to the City; or (4) be a party to a non-adjudicated, non-traffic related citation for a Code violation. For complete text of Section 145.290, please contact the Purchasing Office.

Pursuant to Section 34.600 RSMo, as amended, Bidder, hereby certifies it is not currently engaged in and shall not, for the duration of this 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, or that this certification is not applicable as the value of this contract is less than \$100,000 or Bidder has less than ten (10) employees.

Bidder acknowledges that the award of any City contract requires compliance with Section 208.009 R.S.Mo. which requires providing the City with affirmative proof that the person signing the contract is a citizen or permanent resident of the United States or is lawfully present in the United States prior to the City awarding the contract.

Bidder shall comply with Sections 285.525 through 285.550 R.S.Mo. regarding enrollment in a federal work authorization program. Notice and instructions for proposers are attached to this IFB.

Pursuant to Section 292.675 R.S.Mo., Bidder shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is as stringent as an approved OSHA program within sixty (60) days of beginning work on this project. The Bidder will forfeit a penalty to the City of Saint Charles of \$2,500 plus an additional \$100 for each employee employed by the Bidder or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

The City of Saint Charles shall not be responsible for any fees, charges, money, etc. due, resulting from any service provided under the provision of this contract.

The City of St. Charles, Missouri, 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, please call the City Clerk's Office at (636) 949-3282 or City Hall located at 200 North Second Street, St. Charles, Missouri, 63301.

Bidder shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and/or directive issued by the City of Saint Charles or the State of Missouri.

VII. Assignment of Contract

Neither this contract, nor any portion thereof, shall be reassigned except by formal written approval by the City.

VIII. Waiver

The City of Saint Charles reserves the right to reject any or all bids.

The City reserves the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of the City.

IX. Termination of Contract

The City reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving days written notice stating the reasons therefore and giving the party ample time to remedy the deficiencies.

X. Method of Award

Contracts shall be awarded to the lowest bidder meeting all specified requirements and considered the best.

XI. Indemnification

Bidder shall indemnify, save, and hold harmless the City of Saint Charles, Missouri, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Bidder or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this Invitation for Bid.

XII. Additional Information

All goods/services must meet or exceed stated specifications. Goods or services not meeting these standards will be rejected.

Bidder shall clearly identify any deviations from the specifications in this IFB.

Bids are subject to the terms and conditions of this IFB, and the attached specifications for the purchase and installation of the requested goods/services. Bids must be submitted on all attached forms. Failure to do so will be considered basis for rejection.

XIII. Response Material Ownership

All responses, inquiries or correspondence relating to, or in reference to, this IFB, and all reports, charts, displays, schedules, exhibits and other documentation submitted by the Bidders shall become the property of the City when received. The City shall have the right to use all ideas or

adaptations of the ideas contained in any bid received in response to this IFB. Selection or rejection of a bid shall not affect these rights.

XIV. Proprietary Information

All material submitted in response to this IFB will become public record and will be subject to inspection after a contract is executed or all bids are rejected. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the bid. Such request must include legal justification as to why the document is a closed record pursuant to the Missouri Open Records Law, Chapter 610 R.S.Mo. for the request and approval by the Purchasing Manager. The total bid, cost or pricing information will not be considered proprietary.

XV. Delivery

All deliveries shall be F.O.B. destination: Saint Charles City location unless otherwise stated.

XVI. Payment Terms

Payment terms shall be net thirty (30) days after delivery/installation unless otherwise stated.

XVII. Buy American Policy

On October 22, 1987, the City of Saint Charles enacted Ordinance No. 87-205 and adopted a "Buy American" policy that is codified as Code Section 145.080.B, which states: The City encourages the purchase of products manufactured, assembled or produced in the United States.

XVIII. Submission of Bids and Supplemental Materials

Bids shall be submitted to the Purchasing Office. If supplemental materials are required or requested, then they must be submitted to the Purchasing Office as part of the bid package. Supplemental materials will not be accepted after the bids have been opened, unless requested by the Purchasing Office. Submission or distribution by the Bidder of unsolicited supplemental materials to City employees or Officials may result in rejection of the bid.

XIX. Discrimination Policy

The City advises the public that it does not discriminate on the basis of handicapped status, race or color, national origin, religion, age, or sex in employment or the provision of municipal services. Furthermore, the City has an Affirmative Action Plan for the purpose of promoting vigorously the objectives of equal opportunity in employment and all programs and services.

XX. Non-Appropriation

Notwithstanding other terms to the contrary, the obligation of the City under the contract awarded to the transportation company shall cease immediately for a fiscal year in which the City Council does not, for any reason, appropriate funds for the contract or any of its renewals.

XXI. Insurance

The successful bidder must provide two (2) properly executed certificates of insurance prior to the signing of the contract with the City.

Liability Insurance:

The Bidder and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the Bidder or subcontractor, their agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the Bidder or subcontractor, their employees, agents or assigns.

The Bidder shall carry adequate public liability and property damage insurance for the joint and several benefit of the Bidder and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the Bidder in protecting the City from damage or injury claims. The City shall have the right to require the Bidder to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the engineer may determine to be adequate, and without thereby limiting the liability of the Bidder in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the Bidder and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the Bidder's public liability and property damage insurance covering the work. The Bidder shall comply fully with the requirements of the Workmen's Compensation Act of the State Missouri and shall furnish evidence that the Bidder is insured thereunder.

The coverage shall insure the City of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following:

- a) Bidder's Bodily Injury Liability and Property Damage Liability Insurance:
 - 1) Injury or death of one person \$500,000
 - 2) Injury to more than one person in a single accident \$3,000,000
 - 3) Property damage, per accident. \$3,000,000

- b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
 - 1) Injury or death of one person \$500,000
 - 2) Injury to more than one person
in a single accident \$3,000,000
 - 3) Property damage, per accident. \$3,000,000

Certificates of insurance sent to the City as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the City.

1. The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof.
2. The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduits, pipes, mains, sewers, or other grading of land, paving, backfilling, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom.
3. The insurance evidenced by this certificate expressly includes person injury or death, or injury to or destruction of any property arising out of blasting or explosion or the collapse of or structural injury to any building or structure due to grading of land, excavation, filling, backfilling, or tunneling.
4. A certificate of insurance must be filed with the City providing builder's risk insurance for the proposed project.
5. The City must be listed on all Certificates of Insurance as additional insured.
6. A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

XXII. Missouri Prevailing Hourly Wage Rates

The proposal for this Contract shall be based upon the required payment by the Bidder for wages for each craft or type of workmen required to execute the Contract as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to Sections 290.262, RSMo 1994. A schedule of such prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of Missouri, pursuant to said statutory provisions and made a part of this Contract. Annual Wage Order #29.

Effective August 28, 2018, the provisions of sections 290.210 to 290.340 shall not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the City for the total project is in the amount of \$75,000.00 or less. For any awarded bid in the amount of \$75,000.00 or less that becomes subject to a contract amendment that increases the total project cost in excess of \$75,000.00, the provisions of 290.210 to 290.340 shall apply only to that portion of the project that is in excess of \$75,000.00.

XXIII. Transient Employers

Every transient employer, as defined in Section 285.230 RSMo., shall post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue;

(2) proof of coverage for workers' compensation insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo., be liable for a penalty of \$500 per day until the notices required by this section are posted as required by statute.

XXIV. Bid Security

Each bid shall be accompanied by a bid bond, cashier's check or a certified check for an amount not less than five (5) percent of the bid amount, payable unconditionally to the City of Saint Charles, Missouri as a guarantee that the bidder will execute a contract and furnish the required bond if the bid is accepted. Failure to submit bid bond will result in rejection of bid.

XXV. Performance & Payment Bonds

Per City Code of Ordinance Section 145.020, "On all contracts for public work of any kind to be performed for the City, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), every Bidder entering into contract with the City for any such public work shall execute therewith and file in the office of the City Clerk a bond, with good and sufficient sureties to be approved by the City Attorney, in an amount equal to the contract price for such work and conditioned among other things for the faithful performance of the contract, the payment of any and all materials incorporated, consumed or used in connection with the construction of such work and all insurance premiums, both for compensation and for all other kinds of insurance, on the work and for all labor performed in such work, whether by subcontractor or otherwise."

XXVI. Form of Contract

The Bidder shall enter into a contract that includes all of the representations and information submitted with the bid. This IFB document shall become an integral part of the contract between the City and the Bidder.

BID FORM

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Invitation for Bid and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Invitation for Bid Number 4660 and to all the conditions imposed herein, the undersigned offers and agrees to furnish all labor, material, equipment, supervision, delivery, removals, dumping, fuel surcharges, insurance, traffic control, safety items, and all other related items necessary for Pressure Grouting (Mudjacking) Services in accordance with the specifications attached herein at the following prices:

Item	Description	Units	Quantity	Unit Price	Total
1	Mobilization & Bonds	LS	1.00	4000.00	4000.00
2	Traffic Control	LS	1.00	1250.00	1250.00
3	Sidewalk Slab Mudjacking	EA	3,000.00	72.50	217500.00
4	Street Pavement Slab Mudjacking	CY	As Needed	325.00	
Total Bid (Total Sum of Items 1, 2, & 3):					222750.00

***Quantities are estimates and the City reserves the right to modify quantities purchased based on Bid Prices and available budget.**

Pricing for Renewal Options:

The City reserves the right to renew this contract for additional terms. Pricing for additional terms shall be within the percentages indicated below:

Renewal #1: Second Term of Contract (2024)
Maximum percentage increase above First term's price 8 %

Renewal #2: Third Term of Contract (2025)
Maximum percentage increase above Second term's price 8 %

BID FORM

Indicate form of proposer:

- Sole Proprietor
- Limited Liability Company (Attach a Copy of Annual Registration Report with Proposal)
- Partnership
- Corporation (Attach a Copy of Annual Registration Report with Proposal)
- Other: _____

Full Legal Name of Proposer: Lift Rite Inc
Street Address: 3417 Crossroads, Business Park Ct.
City State Zip Code: Wertzville, MO 63385
City of St. Charles business license number: _____
(if located within city)
Last 4 Digits of FEIN or SSN: 20 5658261
Telephone: 636 332-8009
Name: R. Corey Stephens Title: President
Signature: [Signature] Date: 2/17/2023
Email Address: Corey@liftrightmudjacking.com

BID FORM

COOPERATIVE PURCHASING ADDENDUM

1. Bidder agrees to extend the unit prices submitted to other entities who participate in Cooperative Purchasing with the City of Saint Charles, Missouri?

Yes No

2. Bidder agrees to extend the unit prices submitted to other entities (i.e. Homeowner's Associations, Subdivisions, etc.) that maintain private asphalt roadway within the City limits of the City of Saint Charles, Missouri?

Yes No

BIDDER/COMPANY NAME: L.H.K. Inc
AUTHORIZED SIGNATORY NAME: A. Gray Stephens
AUTHORIZED SIGNATORY TITLE: President
SIGNATURE: [Signature]
DATE: 2/17/23

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

New Frontier Materials

Warranty for Equipment-Materials and Work:

\emptyset

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

NA

(All remaining work will be done by the BIDDER with its own forces.)

REFERENCES

Please provide references for similar work in the last 3 years (attach additional pages, if necessary).

Company: City of St Charles
Contact Person: Daryl Hampel
Phone: 636-949-3363
E-Mail: daryl.hampel@stcharlescitymo.gov

Company: Our company has been providing
Contact Person: this service for the City of
Phone: St Charles since 2017
E-Mail: _____

Company: _____
Contact Person: _____
Phone: _____
E-Mail: _____

Company: _____
Contact Person: _____
Phone: _____
E-Mail: _____

Company: _____
Contact Person: _____
Phone: _____
E-Mail: _____

**NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS
REGARDING §§ 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009**

Effective January 1, 2009 and pursuant to Missouri Revised Statute Section 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."

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the state or by any political subdivision of the state (e.g. City of Saint Charles, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530 (2) RSMo.

"Business Entity" is defined as:

...[A]ny person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034 RSMo. See, Sec. 285.525 RSMo

The City of Saint Charles, Missouri, in order to comply with Sections 285.525 through 285.550 RSMo, has instituted the following procedure:

Required Affidavit for Contracts Over \$5,000 (US) - Effective January 1, 2009, business entities desiring to contract with the City for the provision of service shall comply with the provisions of Sections 285.525 through 285.550 RSMo. Contract award is contingent upon Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A sample affidavit is attached hereto and can be found and downloaded on the City of St. Charles Purchasing website.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memorandum of Understanding (MOU)).

The City of Saint Charles encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.dhs.gov/e-verify> or by calling 888-464-4218.

If you have any questions, please contact the Purchasing Office of the City of Saint Charles at 636-940-4668.
Rev. 1/30/09

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo et seq.

(REQUIRED FOR CONTRACTS FOR PROVISION OF SERVICES IN EXCESS OF \$5,000)

STATE OF Missouri)

)ss

COUNTY OF St. Charles)

Before me, the undersigned Notary Public, R. Corey Stephens (Name) personally appeared who is President (Title) of Kift Rite, Inc (Company Name), and after being sworn did depose and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo, et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

<u>[Signature]</u> Signature (Person with Authority)	<u>R. Corey Stephens</u> Printed Name
<u>President</u> Title	<u>2/17/2023</u> Date

Subscribed and sworn to before me this 17 day of February (Month, Year).

My commission expires: <u>October 01, 2024</u>	<u>Angela D Stephens</u> Signature of Notary	<u>2/17/2023</u> Date
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PROOF OF LAWFUL PRESENCE - 208.009 RSMO

Those contracting with the City of Saint Charles are considered applicants for "public benefit" and therefore must provide affirmative proof that the applicant is lawfully present in the United States. *Public benefit* is defined as any grant, contract, or loan provided by a local government.

Affirmative proof of lawful presence shall include a copy of the applicant's Driver's License or any document issued by the Federal government that confirms lawful presence in the United States.

Penalties under state law for fraudulently obtaining public assistance benefits may include, but are not limited to, imprisonment, fines, and discontinuation of benefits and recovery of benefits fraudulently obtained. Certification must be renewed with the City annually.

Contractor shall indemnify and hold harmless the City of Saint Charles and its officials, agents and employees from all costs and liabilities incurred as a result of Contractor's failure, or failure of its employees, agents or Subcontractors, to comply with Section 208.009 RSMo regarding contracts with public entities, to the extent the same are applicable during the term of this Agreement.

Business Name: Kitz Rite, Inc.

Last Name: Stephens First: Ronald Initial: _____ Maiden Name: _____

Address (Street Name & Number): 3883 Hwy P

City: 2 Wentzville, mo State: _____ Zip Code: 63385

Date of Birth (MM/DD/YYYY): 9/16/1976 Date: 2-17-2023

Signature: [Signature]

(Check all that apply to signer and company):
 A Citizen of the United States
 A Lawful Permanent Resident
 Company uses e-Verify to Hire New Employees
 All Employees are authorized to work in U.S.

I have attached documentation
 I cannot provide documentation and need a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form

CITY STAFF: Record the title and expiration date of either: one document from Column A or a Missouri driver's license (Column B) or one document from Column C as listed in the Notice to Applicants for Public Benefits and attach a copy of the documentation.

A - MoDOR Accepted Documentation	Or	B - MO Driver's License	Or	C - Other Federal Documentation
Document: _____		Missouri Driver's License <input checked="" type="checkbox"/>		Document: _____
Expiration: _____		Expiration: <u>09/16/2027</u>		Expiration: _____

CERTIFICATION: I certify that I have examined the document(s) regarding citizenship or residency presented by the above-named applicant.

Signature of City Staff Person: [Signature] Print Name: William J. [Name] Date: 2/22/2023

***NOTE TO CITY STAFF:** If sufficient documentation was not presented, do not sign the certification above. Instead, please give applicant a copy of the Affidavit of Citizenship for Eligibility for Public Benefits form and attach any completed Affidavit to this document.

MISSOURI BIENNIAL REGISTRATION REPORT

* SECTION 1, 3 & 4 ARE REQUIRED

RENEWAL MONTH: OCTOBER	IF YOU WANT TO CHANGE THE CORPORATION'S RENEWAL MONTH TO FOR A \$25.00 FEE
00768570 Lift Rite Inc. MURAWSKI, STEVE 397 CROSSROADS BUSINESS PARK CT FLINT HILL MO 63385	PRINCIPAL PLACE OF BUSINESS OR CORPORATE HEADQUARTERS: * 397 Crossroads Business Park Ct (Required)
CITY: Wentzville STATE: MO ZIP: 63385-3292	CITY: _____ STATE: _____ ZIP: _____
If changing the registered agent and/or registered office address, please check the appropriate box(es) and fill in the necessary information.	
<input type="checkbox"/> The new registered agent	
IF CHANGING THE REGISTERED AGENT, AN ORIGINAL WRITTEN CONSENT FROM THE NEW REGISTERED AGENT MUST BE ATTACHED AND FILED WITH THIS REGISTRATION REPORT.	
<input type="checkbox"/> The new registered office address	
Must be a Missouri address, PO Box alone is not acceptable. This section is not applicable for Banks, Trusts and Foreign Insurance.	
OFFICERS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE) MUST LIST PRESIDENT AND SECRETARY BELOW	BOARD OF DIRECTORS NAME AND PHYSICAL ADDRESS (P.O. BOX ALONE NOT ACCEPTABLE) MUST LIST AT LEAST ONE DIRECTOR BELOW
PRESIDENT Stephens, Ronald 197 Crossroads Business Park Ct. Flint Hill MO 63385	NAME Murawski, Steve 397 Crossroads Business Park Ct. Flint Hill MO 63385
SECRETARY Murawski, Steve 397 Crossroads Business Park Ct. Flint Hill MO 63385	_____ _____ _____
_____ _____ _____	_____ _____ _____
NAMES AND ADDRESSES OF ALL OFFICERS AND DIRECTORS ARE ATTACHED	
I, the undersigned, understand that false statements made on this report are punishable for the crime of making a false declaration under Section 475.010 RSMo. Photocopy or scanned signature not acceptable.	
Authorized party or officer sign here: <u>Angela Stephens</u> (Required)	Please print name and title of signer: <u>Angela Stephens</u> / <u>Secretary</u>
NAME: _____ TITLE: _____	NAME: _____ TITLE: _____
FILING FEE: \$25.00 *Missouri Business Fee: 1/23/2023 *2023 Missouri Fee: 2/28/2023 *2023 Missouri Fee: 3/12/2023 *2023 Missouri Fee: 4/30/2023 ADD AN ADDITIONAL \$25.00 FEE IF CHANGING THE RENEWAL MONTH.	WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE
E-MAIL ADDRESS (OPTIONAL): _____	

REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED
 RETURN COMPLETE REGISTRATION REPORT AND PAYMENT TO: Secretary of State, P.O. Box 778, Jefferson City, MO 64602

BID BOND

Nationwide Mutual Insurance Company
1100 Locust St., Dept. 2006
Des Moines, IA 50391-2006
18661 387-0427

CONTRACTOR:

Lit Rate Inc.
328 Hwy P
Wentzville, MO 63385

SURETY:

Nationwide Mutual Insurance Company
1100 Locust Street, Department 2006
Des Moines, IA 50391

OWNER:

City of St. Charles
200 N 2nd St
St. Charles, MO 63301

BOND AMOUNT: 5% of total amount bid

PROJECT:

Bid Number: 4001 Pressure Grouting (Mudjacking) Services

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

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

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

Signed and sealed this 19th day of February, 2023

Angela Stephens

(Witness)

Lit Rate Inc. _____
(Principal) _____ (Seal)

(Title)

Nationwide Mutual Insurance Company _____
(Surety) _____ (Seal)



(Witness)

(Title) WAYNE F. HILZINGER Attorney-in-Fact

This document conforms to American Institute of Architects Document A310, 2010 edition

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint

WAYNE F HILZINGER

such in their individual capacity its true and lawful attorney in fact with full power and authority to sign, seal, and execute on its behalf any and all bonds and indentures, and other obligatory instruments of similar nature in penalties not exceeding the sum of

Five Hundred Thousand and 00/100 Dollars (\$500,000)

and to bind the Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

RESOLVED that the president, or any vice president be and each hereby is authorized and empowered to appoint attorneys-in-fact of the Company and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, resignations, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company.

RESOLVED FURTHER, that such attorneys-in fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents.

The power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary, provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021

[Signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK ss
On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid; to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid; that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Notary Public
Antonio C. Albanese
Notary Public, State of New York
No. 02487113
Jurat in New York County
Commission Expires On Sept. 10, 2024

[Signature of Notary Public]

Notary Public
Antonio C. Albanese
No. 02487113

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors, and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 17th day of February, 2023.

[Signature of Laura B. Guy]

Assistant Secretary

BDJ 1008-2100

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 092
ST. CHARLES 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
ST. CHARLES County

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$65.21
Boilermaker	\$30.19*
Bricklayer	\$60.45
Carpenter	\$59.33
Lather	
Linoleum Layer	
Milwright	
Pile Driver	
Cement Mason	\$56.69
Plasterer	
Communications Technician	\$60.08
Electrician (Inside Wireman)	\$70.47
Electrician Outside Lineman	\$69.79
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$30.19*
Glazier	\$30.19*
Ironworker	\$65.30
Laborer	\$48.91
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$48.58
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.02
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$36.84
Plumber	\$73.13
Pipe Fitter	
Roofer	\$55.02
Sheet Metal Worker	\$70.00
Sprinkler Fitter	\$74.73
Truck Driver	\$30.19*
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
ST. CHARLES County

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$61.05
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$69.79
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.98
General Laborer	
Skilled Laborer	
Operating Engineer	\$64.95
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.21
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.

Exhibit D - WORKER ELIGIBILITY VERIFICATION AFFIDAVIT



WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

On the ____ day of _____, 20____, before me appeared _____, Affiant name

personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the _____ of _____, and I am duly
title business name
authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the City of O'Fallon. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by the City, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

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

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[Attach documentation of enrollment/participation in a federal work authorization program]
FIN 03-2014

Exhibit E – W-9 Form

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> </p> <p>5 Address (number, street, and apt. or suite no.) _____ Requester's name and address (optional) _____</p> <p>6 City, state, and ZIP code _____</p> <p>7 List account number(s) here (optional) _____</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	_____ - _____ - _____
or	
Employer identification number	_____ - _____

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A *disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1084 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

¹ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

² List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**City of O’Fallon
Accounts Payable**

EFT Agreement Form

1. Authorization Agreement	
<p>I hereby authorize City of O’Fallon to initiate automatic deposits to my account at the financial institution named below. I also authorize City of O’Fallon to make withdrawals from this account in the event that a credit entry is made in error.</p> <p>Further, I agree not to hold City of O’Fallon responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.</p> <p>This agreement will remain in effect until City of O’Fallon receives a written notice of cancellation from me or my financial institution, or until I submit a new EFT form to the Accounts Payable Department. <i>Please note if you change banks or account numbers please fill out a new form and return it with a new voided check to AP. Allow one week to process the new information.</i></p>	
2. Employee/Vendor Information	
<p>Applicant Name (Please Print)</p> <hr/>	
<p>Department/Title</p> <hr/>	
<p>Are you a current employee? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
ACCOUNT INFORMATION	
<p>Name of Financial Institution:</p> <hr/>	
<p>Routing Number:</p> <hr/>	
<p>Account Number:</p> <hr/>	
<p>Checking <input type="checkbox"/> Savings <input type="checkbox"/></p>	
3. Signature	
<p>Authorized Signature (Primary):</p> <hr/>	
<p>Date</p> <hr/>	
<p>Authorized Signature (Joint):</p> <hr/>	
<p>Date</p> <hr/>	

PLEASE ATTACH A VOIDED CHECK AND RETURN THIS FORM TO:

CITY OF O'FALLON
ACCOUNTS PAYABLE DEPT
100 N MAIN ST
O'FALLON MO 63366

Exhibit G - PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned _____

_____ of _____
(Firm*) (Address)

*a (corporation) (partnership) duly authorized by law to do business as a construction CONTRACTOR as Principal and _____ (Surety and Address) (hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of the State of Missouri, are held firmly bound unto the City of O'Fallon, (hereinafter called the "CITY"), in the penal sum of _____

_____ Dollars (\$ _____), lawful money of the United States, for the payment of which to be made unto said CITY, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The conditions of this obligation are such that, whereas on the ____ day of _____, 20____, the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said CITY for the construction of:

Proposed 2024 Path Maintenance, including the mudjacking of sidewalks to eliminate trip hazards in the City of O'Fallon.

NOW THEREFORE, if the said Principal shall faithfully and properly perform the fore-going contract according to all terms thereof, and shall, as soon as the work contemplated by said contract is completed, pay to the proper parties all amounts due for all labor and material required by this contract in the construction work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise it shall remain in full force and effect, and may be sued on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any CONTRACTOR in the name of said CITY.

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the CONTRACTOR in which to perform the contract.
- b. To changes in the plans, specifications, amount of work or contract.
- c. That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the date of final acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the CITY at the time such work was accepted.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in original counterparts as of the ____ day of _____, 20____.

ATTEST: (SEAL)

Secretary

Principal

By _____

Title _____

ATTEST: (SEAL)

Secretary

Surety

By _____

Title _____

Exhibit H - PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, _____
(Principal and Address)

_____ as Principal, and _____
(Surety and Address)

_____, as Surety, are held and firmly bond unto the City of O'Fallon, Missouri, hereinafter called OBLIGEE, in the amount of _____ DOLLARS (\$ _____), for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with OBLIGEE for

Proposed **2024 Path Maintenance**, including mudjacking sidewalks to eliminate trip hazards in the City of O'Fallon.

and

WHEREAS; the OBLIGEE requires that Principal enter into a surety bond satisfying the terms of Section 107.170 R.S. Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay, or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to be used in, or furnishing appliances, equipment or power contributing to such work under said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of surety's liability under this bond shall in no event exceed the amount hereof, and in no event shall the undertaking hereby be construed to impose liability on the surety beyond that required by the terms of Section 107.170 R.S. Mo.

Signed and sealed this _____ day of _____, 20_____.

ATTEST: (SEAL)

Secretary

Principal

By _____

Title _____

ATTEST: (SEAL)

Secretary

Surety

By _____

Title _____

(ACKNOWLEDGMENT FOR PRINCIPAL)
(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)

Exhibit I - FINAL PAY AFFIDAVIT

STATE OF MISSOURI)

COUNTY OF _____) SS.

Know all men by those present that _____
(Officer's Name)

of lawful age, being duly sworn upon his oath deposes and says that he
is _____
(Title)

of the _____ (Contractor/Subcontractor), the
Contractor engaged in the construction and improvement of Path Maintenance and that
no supplier and/or subcontractors have been used for such construction except those
previously approved by the City of O'Fallon, that all bills for labor and material incident
to said project have been paid, that the laws relating to payment of prevailing wage
rates have been complied with, that the said project is therefore free from all liens and
encumbrances, and all amounts owing contractor have been paid in full. All lien waivers
from the Contractor, subcontractors and suppliers are attached.

IN WITNESS WHEREOF, the hereto, hereunto sets his hand and seal this
_____ day of _____, 20____.

(Firm Name)

By

Subscribed and sworn to me a Notary Public this _____ day of _____,
20____.

My commission expires _____

(Notary Public)

Exhibit J - AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

City O'Fallon, MO
Project

**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

_____, 20 _____

To the City of O'Fallon. MO

To Whom It May Be Concerned:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor
By _____
(Signature)

(Title)

State of _____
County of _____ ss

Subscribed and sworn to before me this _____ day of _____, 20 _____, at _____

Notary Public

(SEAL)

My Commission expires _____, 20 _____

Exhibit K - AFFIDAVIT REGARDING COMPLIANCE WITH PREVAILING WAGE LAW



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

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) *(Name of Company)*
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

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

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

Signature

Subscribed and sworn to me this _____ day of _____, _____.

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

PW-4 (07-14) AI


CHECKLISTS AND FORMS

The following section contains some example checklists and forms for the project.

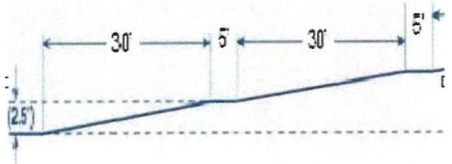
CONTRACTOR is to be held responsible for submitting any required forms or checklists as part of this Project. CONTRACTOR is to be held responsible for violating any forms or checklists and the penalties and/or fines thereof. Any fines assessed against the City as a result of the CONTRACTOR's failure to adhere to any required forms or checklists will be the responsibility of the CONTRACTOR. If fines are assessed following the completion of the project, the CONTRACTOR shall still be held liable for those as well. It is the CONTRACTOR's responsibility to adhere to checklist or form requirements.

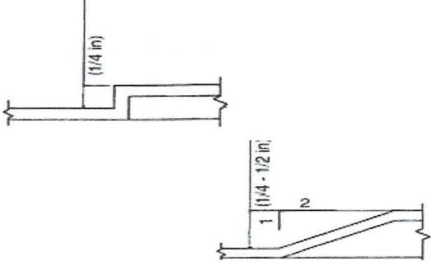

ADA CHECKLIST (must meet current checklist found on MODOT's Website:
https://epg.modot.org/forms/CM/ADA_Checklist.pdf)

Job No. _____ Route _____ County _____ Location _____

Pedestrian Access Route (PROWAG R204)				
Figures/Examples	Requirements ¹	YES	NO	NA
Sidewalk Width 	<ul style="list-style-type: none"> The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. MoDOT Sidewalks shall be 5 feet wide minimum. ² MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. ² Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. ² Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 	X		
Passing Spaces	<ul style="list-style-type: none"> Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet. 	X		

Figures/Examples	Requirements ¹	YES	NO	NA
SIDEWALK RUNNING SLOPE The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.	<ul style="list-style-type: none"> The running slope of a pedestrian access route shall be 5 percent maximum. Roadway Grade Exception: Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway. Running Slopes shall be measured using a calibrated 2 foot long digital level. 	X		

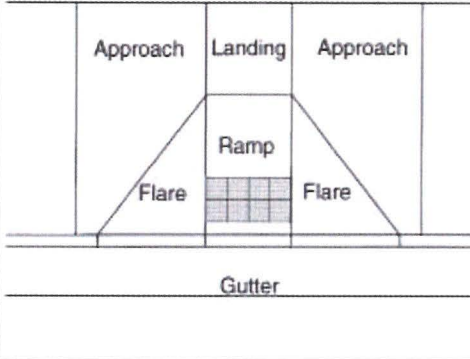
<p>Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p>	<ul style="list-style-type: none"> • The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered) • 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent). • In either case, a cross slope measurement of 2.1percent or greater is not ADA compliant. • Cross Slopes shall be measured using a calibrated 2 foot long digital level. 	X		
<p>SIDEWALK RAMPS</p> <p>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>  <p>The diagram illustrates a sidewalk ramp segment. It starts with a horizontal dashed line representing the ground level. A solid line representing the ramp rises at an 8.33% slope. The first 30-foot run is followed by a 5-foot horizontal landing. This is followed by a second 30-foot run, which is also followed by a 5-foot horizontal landing. The total vertical rise of the ramp is 2.5 feet. Dimension lines indicate the 30-foot runs and 5-foot landings. A vertical dimension line on the left indicates the 2.5-foot total rise.</p>	<ul style="list-style-type: none"> • A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • Cross slope of ramp runs shall be 2 percent maximum. • The rise for any ramp run shall be 30 inches maximum. • Ramps shall have landings at the top and the bottom of each ramp run. • Ramp runs with a rise greater than 6 inches shall have handrails. • Handrails shall be provided on both sides of stairs and ramps. • Edge protection shall be provided on each side of ramp runs. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			X

Figures/Examples	Requirements ¹	YES	NO	NA
<p data-bbox="138 147 394 180">Vertical Alignment</p>	<ul data-bbox="615 152 1703 565" style="list-style-type: none"> • Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. • Grade breaks shall be flush. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. • Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail. 			X
<p data-bbox="138 578 380 610">Changes in Level</p>  	<ul data-bbox="615 583 1713 808" style="list-style-type: none"> • Changes in level at grade breaks shall be flush. • Changes in level of ¼ inch high maximum shall be permitted to be vertical. • Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h. • The bevel shall be applied across the entire level change. • Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less. 			X
<p data-bbox="239 1451 485 1484">Figures/Examples</p>	<p data-bbox="615 1451 810 1484">Requirements ¹</p>	YES	NO	NA

Landing

A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.

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.

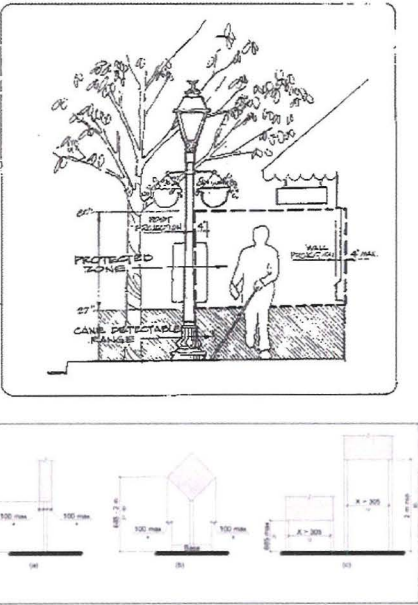


- The landing clear width shall be at least as wide as the widest ramp run leading to the landing.
- The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum.
- The landing clear length shall be 5 feet long minimum.
- Landing slopes shall be 2 percent maximum.
- Changes in level at grade breaks shall be flush.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.

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

- Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.

X

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes. • Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. • Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3) • Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. • Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. • Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground. 			X

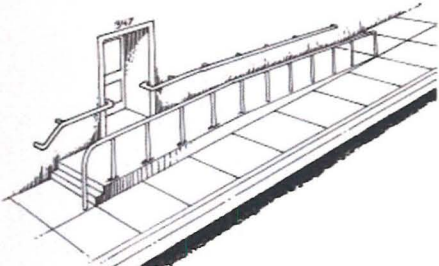
	<ul style="list-style-type: none"> • Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Lift holes for manhole/utility covers shall not have an opening greater than 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. 	X		
--	---	---	--	--


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

EDGE PROTECTION (PROWAG R406.8)				
Figures/Examples	Requirements ¹	YES	NO	NA

	<ul style="list-style-type: none"> • Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. • A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. • Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail. • Edge protection shall not be required on curb ramps and their landings. • Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. • Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area. 			X
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HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • The clear width of walking surfaces shall be 4.0 feet minimum. • Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps. • Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs. • Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces. • Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum. • Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum. • Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum. • Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges. • Handrails shall not rotate within their fittings. 			X

	<ul style="list-style-type: none"> • Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run. • At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. • At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. • See Edge Protection section above (also PROWAG 406.8) for additional details. 			
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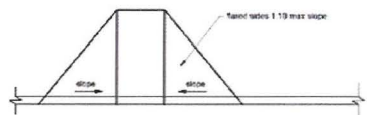
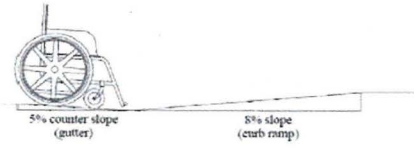
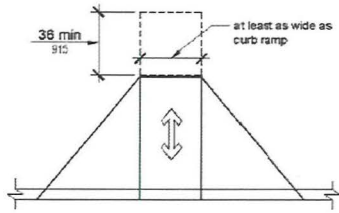
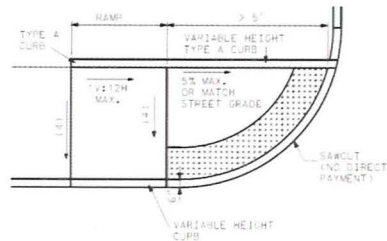
STAIRWAYS (PROWAG R407)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum. • Open risers are not permitted. • The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below. • Stairs shall have handrails complying with PROWAG 2005 R408. 			X

UNOBSTRUCTED REACH RANGES (PROWAG R404)				
Figures/Examples	Requirements ¹	YES	NO	NA

	<p>Forward Reach</p> <ul style="list-style-type: none"> Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. <p>Side Reach</p> <ul style="list-style-type: none"> Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground. EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3) 	<p>X</p>		

CURB RAMPS (PROWAG R303)				
Figures/Examples	Requirements ¹	YES	NO	NA

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



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

- The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.
 - Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.
- Exception: 15 Foot Rule:** The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.
- Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered)
 - The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.
 - Ramps shall have landings at the top and the bottom of each ramp run.
 - The landing clear width shall be at least as wide as the widest ramp run leading to the landing.
 - The landing clear length shall be 5.0 feet long minimum.
 - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.
 - Handrails and Edge protection shall not be required on curb ramps and their landings.
 - Curb height = 0 inches within curb ramp spaces. 2
 - Curb ramps must be flush with street.
 - The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)
 - The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
 - Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.
 - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.
 - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
 - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
 - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
 - Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.

X		
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Figures/Examples

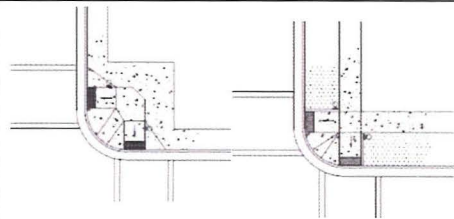
Requirements ¹

YES	NO	NA
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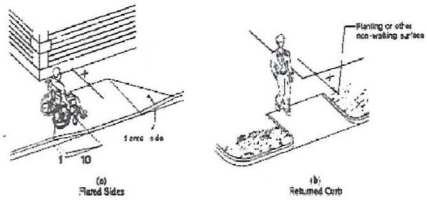
Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles.

- The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.
- The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.
- The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered)

X		
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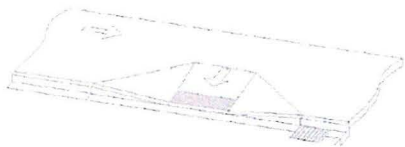
Perpendicular Ramps



X = 4' Min.
Flared Sides in Pathway Flared Sides Not in Pathway

Roadway Grade Exception:

Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.

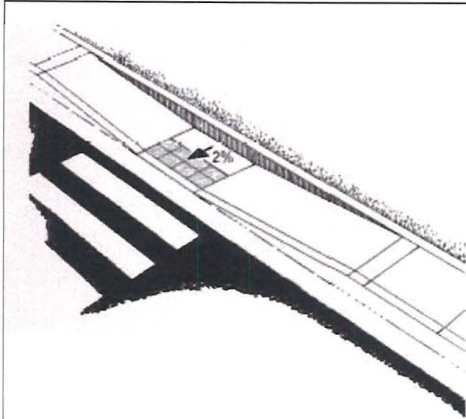


- The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.

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

- A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space.
- Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.
- If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.

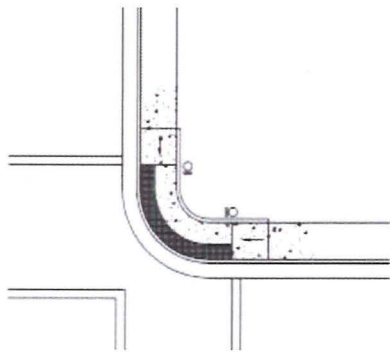
Figures/Examples	Requirements ¹	YES	NO	NA
Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in	<ul style="list-style-type: none"> • Parallel curb ramps shall have a running slope that is in-line with the direction of sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered) 	X		



the direction of the roadway travel being matched.

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

- A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space.
- Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.



- **Blended Transitions** shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.
- The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.
- Detectable warning surfaces shall be provided where a blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.
- Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.

X

Figures/Examples

Requirements ¹

YES

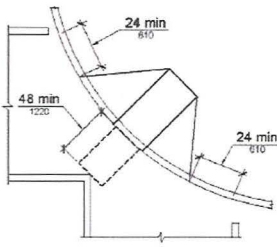
NO

NA



- **Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board.**
- Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow.
- The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway.
- Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings.
- Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing.

X

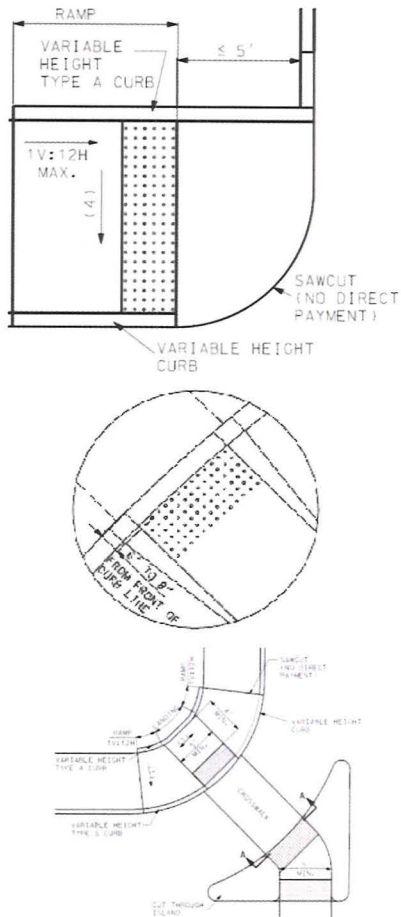


Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop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

- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.

DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)				
Figures/Examples	Requirements ¹	YES	NO	NA

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.



- Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light.
- Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street.
- Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.
- Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing.
- Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb.
- Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel.
- Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.
- Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. ²
- Detectable warnings shall not be stamped into concrete.

X

ISLANDS AND MEDIANS (PROWAG R305.4)

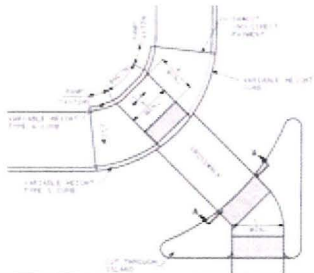
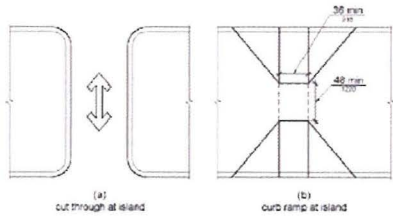
Figures/Examples

Requirements ¹

YES

NO

NA




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

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


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

X


ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)				
Figures/Examples	Requirements ¹	YES	NO	NA

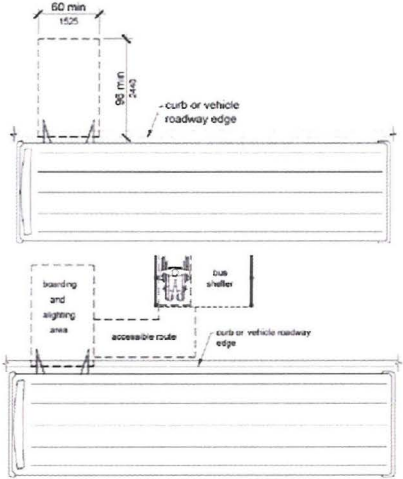
	<ul style="list-style-type: none"> • Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. • Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. • Accessible pedestrian pushbuttons shall be located within a reach range complying with PROWAG 2005 R404. • A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. <p>Roadway Grade Exception: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route.</p> <ul style="list-style-type: none"> • Pedestrian signals shall comply with PROWAG 2005 R306. <ul style="list-style-type: none"> - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts. - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line. - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart at crossings and a minimum 5 feet apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands with the use of voice commands. - Pushbuttons are located no higher than 42 inches from the ground and within 10 inch reach from a level paved landing with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches. - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements. 	X		
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PEDESTRIAN STREET CROSSINGS (PROWAG R305)				
Figures/Examples	Requirements ¹	YES	NO	NA

	<ul style="list-style-type: none"> • Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall comply with R403. (2011 PROWAG R209.1) • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane. 	X		
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ALTERNATE CIRCULATION PATH (PROWAG R302)				
Figures/Examples	Requirements ¹	YES	NO	NA

	<ul style="list-style-type: none"> • Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4). • A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface. • Support members shall not protrude into the alternate circulation path. 			X
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BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Bus stop boarding and alighting areas shall have a firm, stable surface. • Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and alighting area. 			X

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

² A MoDOT requirement.

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

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

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

US Access Board PROWAG

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

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

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
2024 Path Maintenance				

Parallel Ramp	Sta 35+20 to 35+25 Rt Rte 14			
	Landing running grade (turning space)	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	

END OF PROJECT SPECIFICATIONS