

Christian County Commission 100 West Church St, Room 100 Ozark, MO 65721

SCHEDULED

Meeting: 12/20/24 10:00 AM Department: County Clerk Category: Meeting Items Prepared By: Madi Hires Raines Initiator: Madi Hires Raines Sponsors: Doc ID: 4668

MEETING ATTACHMENTS (ID # 4668)

Meeting Attachments

ATTACHMENTS:

- 1 20 DECEMBER 2024 CART
- 2 20 DECEMBER 2024 TAX SURPLUS REQUEST
- 3 20 DECEMBER 2024 ROCHESTER ROAD STORMWATER IMPROVEMENTS LETTER OF RECOMENDATION
- 4 20 DECEMBER 2024 ROCHESTER ROAD STORMWATER IMPROVEMENTS NOTICE OF AWARD
- 5 20 DECEMBER 2024 ROCHESTER ROAD STORMWATER IMPROVEMENTS BID TALLY
- 6 20 DECEMBER 2024 ROCHESTER ROAD STORMWATER IMPROVEMENTS CONTRACT DOCUMENTS SEALED
- 7 20 DECEMBER 2024 COLLECTORS QUARTERLY REPORT
- 8 20 DECEMBER 2024 CAREATC

CART

December 20, 2024 Receipt #:

AMOUNT RECEIVED		222-43354	232,979.43	CHECK/DFT
BRIDGE		15.00%	34,946.91	
	ROAD MILES			
COMMON 1	297.51	29.67%	69,125.00	
COMMON 2	280.69	27.99%	65,210.94	
BILLINGS SPECIAL	103.25	10.30%	23,996.88	
GARRISON SPECIAL	24	2.39%	5,568.21	
OZARK SPECIAL	102.97	10.27%	23,926.99	
SELMORE SPECIAL	27.5	2.74%	6,383.64	
SOUTH SPARTA SPECIAL	11.1	1.11%	2,586.07	
STONESHIRE	5.3	0.53%	1,234.79	
TOTAL ROADS	852.32	100.00%	198,032.52	
TOTAL BRIDGE			34,946.91	
TOTAL DISBURSED			232,979.43	

Recorded in Christian County, Missouri

Recording Date/Time: 12/05/2024 at 08:07:43 AM Instr #: 2024L13255 Book: 2024 Page: 13075

Pages: 3 Fee: \$30.00 \$ 20240013616

CHRISTIAN COUNTY COLLECTORS OFFICE

08:07:43 AM SEAL Kelly Hell Recorder of Deede

TITLE OF DOCUMENT:

CERTIFICATE OF REDEMPTION

DATE OF CONTENTS:

4-Dec-24

GRANTOR(S):

CAYOCCA, ANGEL TED NICHOLS COLLECTOR

GRANTEE:

DERHAMMER, CONNIE & JOHN %HIGH POINT REAL ESTATE

MAILING ADDRESS:

1736 E SUNSHINE SPRINGFIELD, MO 65804

LEGAL DESCRIPTION:

SEE EXHIBIT A ATTACHED

REFERENCE BOOK AND PAGE: BK 2024 / PG 9193

CERTIFICATE OF REDEMPTION

STATE OF MISSOURI }

COUNTY OF CHRISTIAN }

I, Ted Nichols, County Collector in and for said County and State, do hereby certify that HIGH POINT REAL ESTATE on behalf of DERHAMMER, CONNIE & JOHN(Grantee) 1736 E SUNSHINE, SPRINGFIELD, MO 65804 has deposited in my office the sum of THIRTEEN THOUSAND SIX HUNDRED FIFTY SIX DOLLARS and SEVENTY SEVEN CENTS (\$13,656.77) on DECEMBER 3, 2024, for the Redemption of the following described Real Estate: Parcel # 10-0.6-13-002-012-025.000 located in section 13 township 27; range 22; Described: SEE EXHIBIT "A" ATTACHED HERETO, Christian County, Missouri, was sold to (Grantor) CAYOCCA, ANGEL (TED NICHOLS - COLLECTOR) for taxes, costs, and penalties due thereon for the years 2021, 2022, and 2023 on August 26, 2024. Refers to tax sale certificate

SS.

He partners with Dechemore they flip these ammer suppli

Certificate of Purchase 08262-2024

Amount of Taxes, Penalties Cost of Sale \$4.225.98 Interest @ 10% \$140.88 Subsequent Taxes Paid 2024 \$2,249.89 Subsequent Taxes Paid \$0.00 Subsequent Taxes Paid Interest @ 8% \$0.00 Title Search \$200.00 Surplus \$6,774.02 Recording \$66.00 Total

\$13,656.77

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this December 4,2024.

Ted Nichols Christian County Collector



EXHIBIT A

A part of the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section 13, Township 27, Range 22, described as follows: From the NE corner of said Quarter-Quarter section West 30 feet and South 441 feet for a point of beginning; thence West 150 feet, thence South 135 feet, thence East 150 feet, thence North 135 feet to point of beginning, all in Christian County, Missouri.

STATE OF MISSOURI)) ss. COUNTY OF christian)

AFFIDAVIT OF OWNERSHIP

I, the undersigned, being duly sworn, do hereby declare and affirm under penalties of perjury as follows:

- 1. I am over 18 years of age and competent to make this affidavit.
- 2. My current residence address is:
- 3. On the date of the tax sale conducted by the Christian County Collector of Revenue on <u>08-26-2024</u>, I was a single person and the sole record owner of the real property located at <u>501 N. Main Street</u> <u>Nixa</u>, <u>Missouri</u>, in Christian County, Missouri, legally described as follows: A part of the Northwest Querter of the Section 13. Township 27. Rang 22 described as follows: From the NE corner of said Querter-Querter section Wast 30 fast. South 441 feet for a point of beginning; there west 150, there South 135 feet, there East 150 feet, there North 135 feet to point of beginning, all in Christian County, Missouri
- 4. Having failed to exercise the right of redemption, I hereby request the Christian County Commission pursuant to Section 140.230, RSMo., to authorize the County Treasurer to distribute any net surplus generated from the sale of the above-referenced real property to me by mailing said proceeds to the following address: Will Pub up
- To the best of my knowledge and belief there were no other publicly recorded owners of the above legally described property on the date of the tax sale other than myself.
- 6. To the best of my knowledge and belief there were no publically recorded liens on the above legally described property on the date of the tax sale which are presently due and payable out of the surplus generated from the sale of said property and the undersigned agrees to defend, indemnify and hold harmless the County Commission and Treasurer and their employees from any claims, liability, damages or costs by said lienholders or other claimants arising from the distribution of the surplus to me.

Signed under penalty of perjury:		
Social Security Number:	Date: 12-19-2024	

On this <u>19</u> day of <u>DECEMBER</u>, 20, 24, the above named person did personally come before me and, being duly sworn, did prove to me that he/she is the same person and that he/she is able to act in the capacities listed above. Furthermore, he/she signed the above document in my presence under his/her own free will.

Public

My Commission Expires: 69 . 25:2027

M HIRES RAINES Notary Public - Notary Seal STATE OF MISSOURI County of Christian My Commission Expires: Sept. 25, 2027 Commission #19705435

08/26/2024	DELINQUENT TAX SALE - SOLD AT TAX SALE	PAGE NO 1
SC-TW-RG-ACRES: 23-27-23- HARRISON, JASON W LOT 13 SCENIC VIEW EST	C.O.P.# 00001-2024 UPC - 09-0.6-23-000-000-017.000 PUB.# 00000	
TOTAL TAX: 501.48 + COST: SOLD TO: DELONG, RICHARD AMOUN	150.00 = 651.48 T: 2,700.00 SURPLUS: 2,048.52	
SC-TW-RG-ACRES: 13-27-22- 0.00 DERHAMMER, CONNIE & JOHN BEG. 30' W. AND 441' S. OF NEC		
TOTAL TAX: 4,075.98 + COST: SOLD TO: CAYOCCA, ANGEL AMOUNT	150.00 = 4,225.98 : 11,000.00 SURPLUS: 6,774.02	
SC-TW-RG-ACRES: 36-26-22- 7.80 LITTLE, GERALD THE N. 260' SE1/4 NW1/4.	C.O.P.# 00003-2024 UPC - 19-0.7-36-000-000-014.000 PUB.#	
TOTAL TAX: 2,098.87 + COST: SOLD TO: CAYOCCA, ANGEL AMOUNT	150.00 = 2,248.87 : 15,500.00 SURPLUS: 13,251.13	

08/26/2024

DELINQUENT TAX SALE - SOLD AT TAX SALE

PAGE NO 2

· re

BASE TAX: 6,676.33 ADVERTISING: 450.00 TOTAL TAX: 7,126.33 SURPLUS: 22,073.67 -

Karen Matthews

From: Sent: To: Subject: Attachments: Karen Matthews Tuesday, December 17, 2024 1:50 PM Austin Fax Tax Surplus Scan.pdf

Good afternoon,

I have a question regarding and affidavit for tax surplus. The property is listed under Connie & John Derhammer. Matt Vandiver came in with the certificate of redemption. I was not here when he came in. I emailed him the affidavit and he is now asking if he should sign it or Mr. Derhammer. He said that they buy houses and flip them but, Derhammer supplies the money and his name is on the certificate. Do the Derhammer's need to fill out the married affidavit?

Thank you and Merry Christmas!



Karen Matthews Christian County Treasurer 100 W. Church St., Rm. 209 Ozark, Mo. 65721 Phone: 417-582-4348 Fax: 417-581-1191 Email: karenmatthews@christiancountymo.gov

Karen Matthews

From: Sent: To: Subject: N. Austin Fax <afax@lowtherjohnson.com> Tuesday, December 17, 2024 2:33 PM Karen Matthews Re: Tax Surplus

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Karen:

Other than lienholders, the titled owners would have priority to any surplus. So if that is the Derhammers, I would have them sign.

Thanks and you have a Merry Christmas as well!

Sent from my iPhone

On Dec 17, 2024, at 1:50 PM, Karen Matthews <kmatthews@christiancountymo.gov> wrote:

Good afternoon,

I have a question regarding and affidavit for tax surplus. The property is listed under Connie & John Derhammer. Matt Vandiver came in with the certificate of redemption. I was not here when he came in. I emailed him the affidavit and he is now asking if he should sign it or Mr. Derhammer. He said that they buy houses and flip them but, Derhammer supplies the money and his name is on the certificate. Do the Derhammer's need to fill out the married affidavit? Thank you and Merry Christmas!

<image001.jpg>

Karen Matthews Christian County Treasurer 100 W. Church St., Rm. 209 Ozark, Mo. 65721 Phone: 417-582-4348 Fax: 417-581-1191 Email: karenmatthews@christiancountymo.gov

<Scan.pdf>

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby



Date: December 19, 2024

To: Christian County Commission 100 West Church St., Room 100 Ozark, MO 65721

SUBJECT: Rochester Road Stormwater Improvements Bid Recommendation Letter

Dear Christian County Commission,

Five bids were opened on December 19, 2024, at 10:00 a.m. for the aforementioned project. The bid tabulation is attached to this letter. J&H Excavating, LLC was the apparent low bidder with a total bid price of \$286,724.00. Hunter Chase & Associates, Inc. was the second low bidder with a price of \$374,000.00. There were no arithmetic errors in any of the bids.

The engineer's estimate for the project was \$295,485.00. Great River Engineering has confirmed that J&H Excavating meets all the requirements for bidding the project. Therefore, Great River Engineering recommends Christian County to award the project to J&H Excavating, LLC.

Attached to this letter is a Notice of Award letter. If Christian County agrees to award the project to J&H Excavating, LLC, then please sign the letter and email a scanned copy to me.

If you have any questions or concerns, please do not hesitate to contact me at (417) 761-4296 or jcahill@greatriv.com.

Sincerely,

Im /ahill

John Cahill, PE Project Manager

www.greatriv.com

CHRISTIAN COUNTY

HIGHWAY DEPARTMENT

December 19, 2024

- TO: J&H Excavating LLC 6752 N Farm Road 141 Springfield, MO 65803
- RE: Rochester Road Stormwater Improvements, Christian County Missouri Notice of Award

You are notified that your Bid dated <u>December 19, 2024</u>, for the referenced Contract has been evaluated. Your organization has been determined to be the lowest responsible Bidder and has been awarded the Contract for the Work as itemized on your Bid Form.

The Contract Price of your Contract is Two Hundred Eighty Six Thousand Seven Hundred Twenty Four Dollars and Zero Cents (\$286,724.00).

Your organization shall comply with the following conditions precedent within the number of days after receipt of the Notice of Award specified in the Instructions to Bidders, that is within fifteen (15) calendar days, you shall:

- 1: Sign and return the executed Notice of Award.
- 2: Sign and return the executed Performance and Payment Bonds with acknowledgement by surety and power of attorney for your insurance provider.
- 3: Submit Certificate of Insurance.

Failure to comply with these conditions within the time specified may entitle the Owner to consider your Bid abandoned, annul this Notice of Award and declare your Bid Security forfeited.

Issued By The Owner:

By:	Lynn Morris	<u>Hosea Bilyeu</u>	Bradley Jackson	
	(Authorized Signature)	(Authorized Signature)	(Authorized Signature)	
	Presiding Commissioner	Western Commissioner	Eastern Commissioner	



CHRISTIAN COUNTY

HIGHWAY DEPARTMENT

Received On _____, 2024

By: <u>J&H Excavating, LLC</u>

(Authorized Signature)

(Title)

Return to:

Great River Associates 2826 S. Ingram Mill Road Springfield, MO 65804 **Bid Tally**



Job Number: 4448.01

Date: December 19, 2024

Time/Location: 10:00am Great River Engineering 2826 S. Ingram Mill Road Springfield, MO 65804

KCI Construction	\$427,000.00
JEM Excavating	\$ 286,724.00
NAME: Hanter Company/ Hunter Chase (Asso. NAME:	\$374,000.00
Radmacher Brothers Excating	\$ 514,443.00
NAME: Alsmilton & Dod	\$427,832,39
NAME:	
NAME:	

Rochester Road Stormwater Improvements

Contract Documents

ROCHESTER ROAD STORMWATER IMPROVEMENTS

CHRISTIAN COUNTY COMMISSION

100 WEST CHURCH ST., ROOM 100 OZARK, MO 65721

CHRISTIAN COUNTY ROCHESTER ROAD STORMWATER IMPROVEMENTS

GRE: 4448.01



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CHRISTIAN COUNTY COMMISSION

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INVITATION TO BID

ROCHESTER ROAD STORMWATER IMPROVEMENTS

Sealed bids for the Proposal for Christian County Rochester Road Stomwater Improvements will be received at the office of Great River Engineering 2826 S Ingram Mill Road, Springfield, MD 65804, until 1000 A.M. (prevailing local time) on the 19th day of December; 2024, and at that time will be publicly opened and read All bids shall be submitted as a Hard Copy.

The proposed workincludes:

Removal of existing pipes, construction of new 8 foot span by 2 foot rise by variable length box culverts, and construction of a new 18 inch diameter reinforced concrete pipe with approach roadway work, disch grading erosion control, installation of rock blanket, chainage improvements and any other incidental work in accordance with the plans and specifications.

A digital copy of the plans and specifications may be purchased through the office of Great River Engineering (GRE), at 2826 S. Ingram Mil, Springfield, MD 65804 (4178867171) upon payment of \$7500) which is not refundable. All biddens must purchase plans through Great River Engineering. Inc. and be on the planholder list in order to bid the project.

All labor used in the construction of this public improvements shall be paid a wage no less than the prevailing hourly rate of wages of similar character in this locality as established by the Missouri Department of Labor and Industrial Relations (State Wage Rate).

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

All biddens must be an MbDOT's Qualified Contractor List per Section 102.2 of the current version of the Missouri Standard Specifications for Highway Construction. The contractor questionnaire must be on file 7 days prior to bid opening.

Contractors and sub-contractors who sign a contract to work on public works projects shall provide a 10 Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on site employees within sixty (60) days of beginning work on the construction project.

A certified cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal

The Christian County Commission reserves the right to reject any or all bids.

The project will be awarded to the lowest, responsive, responsible bidder:

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

ChristianCountyConmission

Bidder Checklist

FINAL CHECKLIST BEFORE SUBMITTING BID

- □ 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Sections 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. (if applicable required on highway and bridge projects)
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the Subcontractor Certification Regarding Affirmative Action. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to Christian County Commission. <u>Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.</u>
- 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 6. Acknowledge the receipt of addenda on Bid Form (Note: The "BID FORM" and "ITEMIZED BID FORM" are one document and shall be submitted together). The addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.
- 7. For paper bids, submit the provided bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 8. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- 9. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

The bidding documents that must be completed and returned consist of, but are not necessarily limited to, the following:

- Submit the completed Signature and Identity of Bidder.
- Submit the completed Bid Form (Including "ITEMIZED BID FORM") with acknowledgement of Addenda and amount of bid in both words and figures.
- Submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- Submit the completed Subcontractor Certification Regarding Affirmative Action.
- Submit all E-Verify information. The cover page and signature page of the E-Verify Memorandum of Understanding and the Affidavit must be submitted with the bid.
- Submit the Subcontractor Disclosure Form within three (3) business days of the Bid Opening.
- Submit the DBE Identification Submittal within three (3) business days of the Bid Opening. Firms considered to be eligible DBEs shall be those forms certified as DBEs by MoDOT at the time of the bid opening.

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

- Not signing the bid a)
- Not incorporating the addendum into the bidding documents, including attaching the letter to the bid b)
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- Using white out to make corrections to the itemized bid sheets e)
- f) Not initialing changes made

All questions concerning the bid document preparation can be directed to the Project Manager at Great River Engineering at 417-886-7171. Project specific questions can be directed to the Design Professional of record at Great River Engineering.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Christian County Commission at 417-582-4300 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

NOTICE TO CONTRACTORS

Sealed bids for the Proposal for Christian County Rochester Road Stormwater Improvements will be received at the office of Great River Engineering, 2826 S Ingram Mill Road, Springfield, MO 65804, until 10:00 A.M. (prevailing local time) on the 19th day of December, 2024, and at that time will be publicly opened and read. All bids shall be submitted as a Hard Copy.

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

Removal of existing pipes, construction of new 8 foot span by 2 foot rise by variable length box culverts, and construction of a new 18 inch diameter reinforced concrete pipe with approach roadway work, ditch grading, erosion control, installation of rock blanket, drainage improvements and any other incidental work in accordance with the plans and specifications.

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

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

General Provisions & Supplemental Specifications

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

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

In the event of a conflict between the above referenced documents, the Job Special Provisions shall have priority, followed in descending priority by the General Special Conditions and the MoDOT Standard Specifications. In the event of a discrepancy between the Job Special Provisions and the plans, the plans shall have precedence.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, Christian County Commission, and the term "Engineer" is a reference to the Engineer of Record from Great River Engineering.

The contracting authority for this contract is Christian County Commission.

(3) <u>PERIOD OF PERFORMANCE:</u> If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: 60

Due to the funding mechanisms supporting this project, the County is obligated to have an executed agreement in place for this project by December 31, 2024. Consequently, the selected contractor must

CHRISTIAN COUNTY COMMISSION

NOTICE TO CONTRACTORS

submit all required bonds, insurance documentation, and a signed contract to Great River Engineering no later than December 24, 2024. The Notice of Award is expected to be issued on December 20, 2024.

(4) <u>LIQUIDATED DAMAGES:</u> The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows, except that Section 108.8.1.3. subsections (a) and (b) shall not apply:

Schedule of Deductions for Each Day of Overrun in Contract Time,				
Original Contract Amount (or the Engineer's Estimate of the Total Construction Cost)				
From (\$) To, and including (\$) Assessment, per				
0	25,000	475		
25,001	50,000	475		
50,001	100,000	500		
100,001	500,000	700		
500,001	1,000,000	950		
1,000,001	2,000,000	1,100		
2,000,001	3,000,000	1,225		
3,000,001	4,000,000	1,625		
4,000,001	5,000,000	2,025		
5,000,001	6,000,000	2,425		
6,000,001	7,000,000	2,825		
7,000,001	8,000,000	3,225		
8,000,001	9,000,000	3,625		
9,000,001	10,000,000	4,025		
10,000,001	70,000,000	4,300		

Liquidated damages will be assessed until the project has been accepted by MoDOT, the Engineer, and the Owner.

- (5) <u>BID GUARANTY:</u> The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.
 - □ Paper Bid Bond

□ Cashier's Check

- (6) <u>CERTIFICATIONS FOR FEDERAL JOBS</u>: By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anticollusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.
- (7) <u>ANTIDISCRIMINATION:</u> The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.
- (8) <u>FEDERAL AND STATE INSPECTION:</u> The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed

by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

- (9) PREVAILING WAGE RATE REQUIREMENTS (FEDERAL AND STATE): This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The applicable state wage rates for this contract are detailed in "Annual Wage Order 31", that is attached to this bidding document.
- (10) WORKER ELIGIBILITY REQUIREMENTS: Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify Memorandum of Understanding and the Affidavit must be submitted prior to the award of this contract.

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

https://ago.mo.gov/docs/default-source/pdf-forms/affidavit_of_compliance.pdf?sfvrsn=2

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

https://www.e-verify.gov/e-verify-enrollment

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

- (11) OSHA TEN HOUR TRAINING REQUIREMENTS: Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.
- (12) <u>ADDENDUM ACKNOWLEDGEMENT</u>: The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.
- (13) <u>SIGNATURE AND IDENTITY OF BIDDER:</u> The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

_, which is the

correct LEGAL NAME as stated on the Contractor Questionnaire, if applicable.

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

sole individual	partnership	🦳 joint venture
corporation, incorporated u	inder laws of state of	

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

Executed by bidder this ______ day of ______ 20____.

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

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

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

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

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

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If bidder is a corporation not organized under the laws of Missouri, it

CHRISTIAN COUNTY COMMISSION

NOTICE TO CONTRACTORS

shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

- (14) <u>TRAINEES:</u> By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.
- (15) <u>SUBCONTRACTOR DISCLOSURE:</u> Requirements contained within Section 102.7.8 of the Missouri Standard Specifications for Highway Construction shall be waived for this contract.
- (16) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.
- (17) <u>MATERIALS INSPECTIONS:</u> All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.
- (18) PRIME CONTRACTOR REQUIREMENTS: The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.
- (19) SALES AND USE TAX EXEMPTION: Christian County Commission, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.
- (20) (a) ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL: Bidders have the option to accept the provision for Price Adjustment for Fuel in accordance with Sec. 109.14. The bidder must mark the box below for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

Excavation Production Asphalt Production Asphalt Hauling

Concrete Paving Production Concrete Paving Hauling Aggregate Base Hauling

(b) ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX, SEAL COAT PRICE INDEX, UNDERSEAL PRICE INDEX OR UBAWS MEMBRANE PRICE INDEX: Bidders have the option to accept the provision for Asphalt Cement Price Index, Seal Coat Price Index, Underseal Price Index and/or UBAWS Membrane Price Index in accordance with the General Provisions. The bidder must mark each box below if they choose to accept the provision. The Asphalt Cement Provision applies only to projects that have a quantity of asphalt wet ton mix pay items or converted square yard quantity over 1,000 tons, the Seal Coat Provision applies only to projects that have a quantity that exceeds 50,000 square yards, the Underseal Provision applies only to any projects that have a quantity that exceeds 10,000 gallons, and the UBAWS Membrane provision applies only to projects that have a quantity that exceeds 5,000 square yards.

The above quantity limits apply to an individual project or any number of projects in the contract combination.

Asphalt Cement Seal Coat Underseal UB	WS Membrane	
---------------------------------------	-------------	--

- (21) INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS: All questions about the meaning or intent of the contract documents shall be submitted to the Design Professional in writing. Replies will be issued by written addenda to all parties on the planholder list. Only questions answered by formal written addenda will be binding. Any alternate material shall be approved prior to the bid opening and in sufficient time to issue an addendum. No alternates will be approved unless approved in a written addendum. Questions must be received by the Design Professional at least four (4) working days prior to the bid opening. No addenda will be issued less than two (2) working days prior to the bid opening.
- (22) <u>ITEMIZED BID:</u> The bidder should complete the following section in accordance with Section 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as described in the following Bid Form and Itemized Bid Sheets:

Bid Form ROCHESTER ROAD STORMWATER IMPROVEMENTS

TO: Lynn Morris, Presiding Commissioner

We, the undersigned BIDDER, do hereby agree, if this Bid is accepted, to enter into an agreement with Christian County Commission in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Specifications for the Bid Price and within the Period of Performance indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Bid Form, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Christian County Commission Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- (a) BIDDER has examined and carefully studied the Bidding Documents and any addenda, as acknowledged below.
- (b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- (c) BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) BIDDER is aware of the general nature of Work to be performed by Christian County Commission and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- (f) BIDDER has given DESIGN PROFESSIONAL written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by DESIGN PROFESSIONAL is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over Christian County Commission.

BIDDER will complete all work on the described project for the Christian County Commission in accordance with the Contract Documents for the price(s) stated below.

The Bidder agrees to include the items listed in the Itemized Bid Sheet(s) attached to this Bid Form in the Base Bid.

- Note 1 Bidder agrees and understands that by this submission that items required to construct and complete the project in accordance with the accompanying plans, but not shown on this proposal, shall be included in the bid price for other related items of construction so as to not cause an unbalanced bid.
- Note 2 The undersigned submits the following Itemized Bid Sheet(s) and hereby authorizes the Christian County Commission to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the Itemized Bid Sheet(s) into any Contract.
- Note 3 It is understood that this bid becomes a part of the specifications upon the signing of the contract and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.
- Note 4 In submitting this bid, it is understood that the right is reserved by the Christian County Commission to reject any and all bids, to waive any irregularities in the bidding, and to increase or decrease the amount of any class or portion of the work.
- Note 5 In submitting this proposal, contractor certifies that no employee, member, or officer of the firm or corporation is a salaried officer or employee of the Christian County Commission or any of its boards or agencies, and that no salaried officer or employee of the Christian County Commission has any financial interest, direct or indirect, in this Contract. The Christian County Commission will award the bid to the lowest, responsive, responsible bidder.
- Note 6 The Christian County Commission will award the bid to the lowest, responsive, responsible bidder. Priority of consideration will be based upon the bids received in the following priority of consideration:
 - Base Bid
 Base Bid + (Alternate 1, Alternate 2... Alternate X)

Alternates will be awarded in cumulative numerical order presented. No alternate will be awarded out of order. The Owner reserves the right to award the bid based upon priorities scheduled above that fall within the financial constraints of the project.

- Note 7 The scope of the work to be performed under the various unit price items of the contract proposal (where linear or volumetric measurement of quantities is involved) and the method of measurement and basis of payment for quantities in connection with such items, together with the scope of various lump sum items of the contract proposal is in general, defined and described under the respective applicable specification sections. It is the intent of the Bid Form and the Job Special Provisions that the total bid as submitted shall cover all work shown by the Contract Drawings and as required by the attached specifications and other Contract Documents. All costs, in connection with the work, and payment, therefore, shall be included in and based on the unit and lump sum prices named in the Bid Form. No item of work that is required by the Contract documents for the proper and successful completion of the Contract shall be paid for outside of or in addition to the prices submitted in the Bid Form, as all work not specifically set forth in the Bid Form as a pay item shall be included in the unit or lump sum prices named in the Bid Form.
- Note 8 It is understood by the bidder that the quantities given in the following itemized bid form are not guaranteed by the owner and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized bid form, multiplied by the unit price bid shall constitute the gross sum bid.

7cbhfUMacf"=bZcfaUh]cb'

Contractor:			
Address:			
Phone:			
Fax:			
Email:			
Total Base B (to agree with	id: Proposal for Christian County Rochest n the "ITEMIZED BID FORM")	er Road Stormwater Improvements	
\$			(in numbers)
\$ \$			
	(In case of discrepancy, the amoun		
\$		t shown in words will govern)	(in words)
\$	(In case of discrepancy, the amoun	t shown in words will govern)	(in words)
\$ Contractor a	(In case of discrepancy, the amoun	t shown in words will govern)	(in words)



CONTRACTOR NAME:

ADDRESS LINE 1:

ADDRESS LINE 2:

PHONE NUMBER:

EMAIL:

DATE:_____

Christian County Rochester Rd

ITEMIZED BID FORM

LINE	ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
ROADWAY	ITEMS					
1	201	CLEARING AND GRUBBING	ACRE	0.9		
2	202	REMOVAL OF IMPROVEMENTS	L.S.	1		
3	203	UNCLASSIFIED EXCAVATION (ROADWAY)	C.Y.	926		
4	203	EMBANKMENT IN PLACE W/COMPACTION	C.Y.	15		
5	304	TYPE 1 AGGREGATE FOR BASE (6 IN. THICK)	S.Y.	162		
6	304	TYPE 1 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	149		
7	401	BITUMINOUS PAVEMENT MIXTURE PG70-22, (BP-1)	TON	17.6		
8	401	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TON	35		
9	407	TACK COAT	GAL	8		
10	401	ASPHALT PAVEMENT REPAIR	S.Y.	20		
11	502	6" CONCRETE (DRIVEWAY)	S.Y.	18		
12	607	FENCE	L.F.	302		
13	611	TYPE 2 ROCK BLANKET	C.Y.	88		
14	616	CONSTRUCTION SIGNS	S.F.	63		
15	616	TYPE III MOVEABLE BARRICADE WITH LIGHT	EACH	6		
16	616	OBJECT MARKERS	EACH	4		
17	618	MOBILIZATION	L.S.	1		
18	703	PRECAST REINFORCED CONCRETE BOX CULVERT (L.F.	60		
19	703	PRECAST REINFORCED CONCRETE END SECTION	EACH	8		
20	726	18 IN. RCP PIPE	L.F.	27		
21	726	18. IN. REINFORCED CONCRETE FLARED END SECT	EACH	1		
22	805	SEEDING	ACRE	0.9		
23	806	ROCK DITCH CHECK	EACH	6		
		ROADW	AY ITEMS	SUBTOTAL		
CULVERT I	TEMS					
24	206	CLASS 4 EXCAVATION	C.Y.	130		
25	703	CLASS B-1 CONCRETE (CULVERTS)	C.Y.	36.5		
25	705	REINFORCING STEEL (CULVERTS)	LBS	5990		
20	, 50			SUBTOTAL		
		COLVE		COBICIAL	TOTAL CONTRACT	
Addende		Signatura			TOTAL CONTRACT	
Addenda		Signature				

auchua	Olgitature
1	
2	
3	

Bid Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we ________ as principal, and ______, as surety, are held and firmly bound to the CHRISTIAN COUNTY COMMISSION, Missouri, in the penal sum of _______ Dollars (\$______) to be paid to the CHRISTIAN COUNTY COMMISSION, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

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

in	County(ies),
project(s)	

for the construction or improvement of project as set out in said bid;

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

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

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

	Principal
SEAL	By Signature
	Curoty
SEAL	Surety
	By Signature of Attorney in Fact

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

Affidavit of Compliance Section 285.530.2

	f Missouri)) ss of)
County)
sworn,	Now this day of, 20, the undersigned, being first duly deposes and says:
1.	I am more than 18 years of age.
2.	I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations
	Director of (Name of Corporation, LLC, Sole Proprietorship, or Partnership)
3.	I am authorized to make this affidavit on behalf of <i>(Name of Business Entity, Same as Above)</i>
4.	I state and affirm that is enrolled and is currently (Name of Business Entity, Same as Above)
	(Name of Business Entity, Same as Above) participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5.	Further, does not knowingly employ any person <i>(Name of Business Entity, Same as Above)</i> who is an unauthorized alien.
6.	Further, has performed an electronic verification (Name of Business Entity, Same as Above)
	(Name of Business Entity, Same as Above) check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a Federal I-9 Form before it began participating in E-Verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

I certify under penalty of perjury that the statements above are complete, true, and accurate to the best of my knowledge and belief.

(Authorized Agent, Partner, Owner, or Officer)

If business has a Human Relations Director or equivalent, that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true, and accurate to the best of my knowledge and belief.

(Human Relations Director)

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo, Supp. 2008.

FURTHER, THE AFFIANT SAYETH NOT

(Signature)

On this _____ day of ______ in the year 20_____, before me, ______,

a Notary Public in and for said State, personally appeared ______, known to me to be the person who executed the within affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

(Notary Public)

My Commission Expires: _____

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF)				
COUNTY OF) ss _)				
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 state 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 _____ business name ____, and I am duly 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 Missouri Highways and Transportation Commission (MHTC). 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 MHTC, 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 though 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. state

city (or county)

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

Subcontractor Disclosure Form

SUBCONTRACTOR DISCLOSURE FORM: The bidder shall submit with this bid any subcontracts without limitation on the contract amount or subcontract amount in accordance with Sec 102 as follows:

List below the name of each subcontractor that will be furnishing labor or labor and materials, the category of work that the subcontractor will be performing (e.g. asphalt, concrete, earthwork, bridges...) and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed.

If the information is not available at the time of bid the bidder shall submit the "Subcontractor Disclosure Form" pages with the Contracting Authority on or before 4:00 p.m. of the third business day after the bid opening date, directly to John Cahill at 2826 S Ingram Mill Rd, Springfield, MO 65804. Telefax transmittal to John Cahill will be permitted at fax no. (417) 886-7591. The complete signed original documents do not need to be mailed to Great River Engineering, but the bidder shall have it available if requested by Great River Engineering or the Contracting Authority.

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR	DOLLAR VALUE of SUBCONTRACT	CATEGORY OF WORK	

Company

Date

By (Signature)

Title

By (Please Print name of person signing)

CHRISTIAN COUNTY COMMISSION

SUBCONTRACTOR DISCLOSURE FORM

Subcontractor Certification Regarding Affirmative Action

ROCHESTER ROAD STORMWATER IMPROVEMENTS

Project:	Rochester Road Stormwater Improvements
Job No:	
Route:	Rochester Road
County:	Christian County

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

- 1. <u>Affirmative Action Program</u>: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
- 2. <u>Equal Opportunity Clause</u>: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
- 3. <u>Compliance Reports</u>: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

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

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

Company

Ву: _____

Date: _____

Title

CHRISTIAN COUNTY COMMISSION

CERTIFICATION OF COMPLIANCE AND AFFIDAVIT

LPA CONTACT INFORMATION: Christian County Commission 100 West Church St., Room 100 Ozark, MO 65721

P:417-582-4300 F: E:Imorris@christiancountymo.gov CONTRACTOR CONTACT INFORMATION NAME: A1: A2: A3: P: F: E:

Contract

CHRISTIAN COUNTY ROCHESTER ROAD STORMWATER IMPROVEMENTS

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between the Christian County Commission (hereinafter referred to as the Owner) and _____ of _____, (hereinafter referred to as the Contractor):

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Christian County Rochester Road Stormwater Improvements

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgement," "Job Special Provisions," "Notice to Proceed," "Addenda," and all change orders are made a part hereof as fully as if set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current version "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", and all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to the complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of this contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder; and that it has not, in estimating the contract price demanded by it included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to it hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this _____ day of _____, 20____ at Christian County County, Missouri.

FOR: Christian County Commission

DATED: _____

DATED: _____

Lynn Morris - PRESIDING COMMISSIONER

Hosea Bilyeu - ASSOCIATE COMMISSIONER

DATED: _____

Bradley Jackson- ASSOCIATE COMMISSIONER

Attested By:

Paula Brumfield, Christian County Clerk

Auditor Certification:

I certify that expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Amy Dent, Christian County Auditor

APPROVED AS TO FORM:

N. Austin fax, attorney at Law 901 St. Louiss Street 20th Floor Springfield, MO 65806 Phone: 417-866-7777 Fax: 417-866-1752

FOR:

Contractor

By:

Signature of Representative

Title:

CHRISTIAN COUNTY COMMISSION

ATTEST (Seal)

PLACEHOLDER FOR

CONTRACTOR'S INSURANCE CERTIFICATE

(TO BE INSERTED INTO EXECUTED CONTRACT DOCUMENTS)

$DY f Z c f a U b WY \cdot 6 c b X \cdot$ F C 7 < 9 G H 9 F · F C 5 8 · G H C F A K 5 H 9 = A D F C J 9 A 9 B H G

KNOW ALL MEN BY THESE PRESENTS: That	as principal, and
	, as surety, are held and firmly bound to the
Christian County Commission, Missouri, in the sum of	
dollars (\$) to be paid to the Christian	County Commission, Missouri, and for the lawful
payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators,	

The condition of this bond is such that:

successors and assigns firmly by these presents,

WHEREAS, the above-named principal did, on the _____ day of _____, 20___, enter into a contract with the Christian County Commission, Missouri, for:

Project Description

Removal of existing pipes, construction of new 8 foot span by 2 foot rise by variable length box culverts, and construction of a new 18 inch diameter reinforced concrete pipe with approach roadway work, ditch grading, erosion control, installation of rock blanket, drainage improvements and any other incidental work in accordance with the plans and specifications.

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract of his or her, its or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the Christian County Commission, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if no time is stipulated; and,

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

In addition to any other remedies which may be had by the Christian County Commission, Missouri, under this bond, the Christian County Commission may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the Christian County Commission, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Christian County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

= B \cdot K = H B 9 G G \cdot K we9hare here unto set our hands and seals this _____ day of _____, 20____, or have caused these presents to be executed by our authorized agent on the same day and year.

Company:

By:

Ву:_____

Surety:

5ddfcjYX'Ug'hc':cfa.

Attorney

Payment Bond

ROCHESTER ROAD STORMWATER IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS: That	as principal, and
	, as surety, are held and firmly bound to the
Christian County Commission, Missouri, in the sum of	
dollars (\$) to be paid to the Chris	tian County Commission, Missouri, and for the lawful
payment of said sum we, and each of us, hereby bind	ourselves, our heirs, our executors, administrators,
successors and assigns firmly by these presents,	

The condition of this bond is such that:

WHEREAS, the above-named principal did, on the _____ day of _____, 20___, enter into a contract with the Christian County Commission, Missouri, for:

Project Description

Removal of existing pipes, construction of new 8 foot span by 2 foot rise by variable length box culverts, and construction of a new 18 inch diameter reinforced concrete pipe with approach roadway work, ditch grading, erosion control, installation of rock blanket, drainage improvements and any other incidental work in accordance with the plans and specifications.

NOW, THEREFORE, if the above-named principal shall well and truly:

Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the work afore described, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing hourly rate of wages shall have been so specified).

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right in his name or in the name of the Christian County Commission, Missouri, to bring suit upon this bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided by the Christian County Commission.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Christian County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ______ day of _____, 20____, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Ву:_____

Surety:

Approved as to Form:

By: _____

Attorney

Job Special Provisions ROCHESTER ROAD STORMWATER IMPROVEMENTS

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- 2. NOTICE OF LETTING
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JOB SPECIAL PROVISIONS

1. GOVERNING SPECIFICATIONS AND DEFINITION CHANGES

The general requirements, provisions and technical specifications governing the completion of the work contemplated shall be those known and designated as the "Missouri Standard Specifications for Highway Construction, 2024, Second Edition", and all revisions up until the date shown on the executed contract. The general requirements together with General and Job Special Provisions, if any, and other State and Federal requirements contained in the contract documents. In the event of conflict between the above referenced specifications and special provision, the Job Special Provisions shall have precedence, followed in descending priority by the General Special Provisions, and the MoDOT Standard Specifications. In the event of a disagreement between the Job Special Provisions and the Plans, the Plans shall have precedence.

All reference to the "County," "State" or "Owner" shall be interpreted as the Christian County Commission, Christian County, Missouri. All references to "Engineer" shall be interpreted as "Engineer".

2. NOTICE OF LETTING

The Notice of Letting shall be in accordance with Missouri Standard Specifications for Highway Construction Section 102.1 and shall be modified to include the following:

After the date is fixed for the receipt of bids, the Owner may, in addition to the notice required by law, give notice of such date by mail/email directly to those Contractors known to the consulting Engineer as being engaged in the type of construction to be bid.

3. BIDDING DOCUMENTS

The project documents shall be distributed as a Hard-Copy. No AutoCAD drawings will be given during the bidding process. All bidders must use the design plans, specifications, and any other needed information for their bidding purposes. This may include pre-bid meeting minutes and addendums.

4. INSURANCE

The Contractor shall provide liability insurance in the type and amount specified in Section 107.13 of the MoDOT Standard Specifications, as summarized in the table below.

	Minimum Coverage	
	Per Claimant	Per Occurrence
Worker's Compensation Insurance*		
Commercial General Liability Insurance	\$500,000.00	\$3,000,000.00
Commercial Auto Liability Insurance	\$500,000.00	\$3,000,000.00
Jones Act Insurance**	\$2,000,000.00	\$2,000,000.00
US Longshore & Harbor Worker's Compensation Act Insurance**	\$2,000,000.00	\$2,000,000.00
Railroad Protective Liability Insurance***	As Specified in	As Specified in
	Contract Documents	Contract Documents

* Required for all Contractors and all Subcontractors.

** Required if work is on or adjacent to any waters classified as "navigable waters of

the United States by the USACOE.

*** Required if any work is to be performed in railroad right-of-way.

5. SUBLETTING OF CONTRACT

Subletting of the contract shall be in accordance with Missouri Standard Specifications for Highway Construction Section 108.1 and shall be modified to include the following:

The Contractor shall include the names of DBE and other Subcontractors to be utilized on the project on the proposal forms. Prior to commencing work, the Contractor shall provide the Engineer with the names of all Subcontractors for approval. The Subcontractors listed shall be those who will actually accomplish the work and second-tier subcontracting will not be permitted. Should for any reason a Subcontractor not be able to perform the work indicated, the Contractor shall notify the Engineer and obtain approval for assigning such work to another Subcontractor before accomplishing the work.

6. CHANGE ORDERS AND ADDITIONAL WORK

Change orders and additional work of the contract shall be in accordance with Missouri Standard Specifications for Highway Construction Section 109.12 and shall be modified to include the following:

There will be no consideration given to claims for undocumented extras or overruns at the completion of the project. Change orders shall go through the appropriate approval process before the work outside of the original contract is done. Work done outside of the original contract without going through the appropriate approval process will not be considered for payment.

7. SUBSURFACE CONDITIONS

The attached boring logs and other factual subsurface information obtained for the design of this project are made available to bidders so that all have access to identical subsurface information available to the Commission and are not intended as a substitute for personal investigation, interpretations, and judgment of the bidders.

This information was obtained by the Commission for its use only for design purposes and for estimation of quantities for the purpose of bid comparison, and not to determine actual subsurface conditions, the actual quantities of subsurface materials, or the appropriate construction methods. The Commission makes no representation as to the accuracy of the logs or other subsurface information, since the accuracy is limited by the equipment used and the personal judgment of the persons making the investigation, and the logs indicated conditions encountered only at the times and the specific locations shown. Ground water observations are not routinely recorded in all boring logs and the absence of such observations does not mean that no ground water will be encountered. The furnishing of this information is not to be considered as a representation of actual conditions to be encountered during construction and does not relieve a bidder from the responsibility of making their own investigation. Any assumptions which a bidder may make from this data, the bidder makes at their own risk; none are intended by the Commission.

The bidder is cautioned that use of this subsurface information and all such interpretations, conclusions and recommendations are not represented or warranted to be accurate or reliable, and the Commission cannot be bound by them, whether or not it may appear to have "relied" on them. These subjective findings have not been confirmed or shown to be reliable, and the bidder

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assumes the sole risk of liability or loss if the bidder does rely on these documentary interpretations and conclusions to its detriment, delay or loss. The bidder assumes all risks it may encounter in basing its order of work, equipment or personnel determinations, time of performance, cost of performance, working days needed, item bid prices, or any other element of the work, on the attached documents or any other documentation, not expressly warranted, which the bidder obtains from the Commission.

The State of Missouri and, in particular, the area that encompasses this project is known to have, at least in part, bedrock that exhibits karst conditions. One karst condition is sometimes referred to as pinnacle or pinnacled rock. The nature of this condition makes graphical representations of this pinnacled zone difficult to classify and excavate. It is incumbent upon the bidder to investigate above surface warnings of this rock formation (road cuts, quarry sites and any other exposed faces) and be aware that the same is regularly occurring phenomenon and is not to be regarded as a differing site condition or result in changes in the work, regardless of what any actual boring or lines on the plans may or may not tend to indicated.

8. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

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9. <u>CONTRACT PLANS AND SHOP DRAWINGS</u>

The Contractor shall be supplied with, up to, three (3) sets of approved plans and contract assemblies including the job special provisions. The supplied plan sets shall be the original size plans that were signed and sealed. Additional sets of approved plans and contract assemblies including special provisions may be purchased at a fee of \$40 per set for 11x17 size plans with contract documents. Larger sets may be printed per the request of the Contractor at a fee of an additional \$ 1 per sheet at the larger size. One (1) set of approved plans and contract documents including special provisions shall be kept available on the job site at all times. If an approved set is unavailable on the job site then work may be stopped until such time one is produced. All shipping of plans and specifications shall be done at standard shipping cost with no-mark ups.

The Contractor will be required to submit detailed shop and dimension drawings for the following items (as applicable for project):

- A. All Steel Reinforcement
- B. All Pre-Cast Concrete Items
- C. All Structural Steel (including connection details)
- D. All retaining wall structures on jobsite (including block, cast-in-place, MSE...)

Shop drawings shall be prepared in advance of fabrication and give the complete information necessary for the fabrication of the component parts of the structure. The Contractor shall submit a minimum of four (4) sets of required shop drawings to the Engineer. Upon receipt of the shop drawings the Engineer will notify the Contractor that shop drawings have been received. The Contractor shall allow two (2) weeks for initial review. If an intermediate submittal is necessary, the process will be the same as the initial submittal. Allow two (2) weeks for reprocessing each submittal. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer. One set of drawings will be returned to the Contractor with comments. No precast structure may be set in place until shop drawings are approved in writing.

CHRISTIAN COUNTY COMMISSION

The following information must be present on the shop drawings:

- A. Project Name/Bridge Number (Must have Federal Project No. if applicable)
- B. Date
- C. Name and Address of the Engineer Firm
- D. Name and Address of the Contractor
- E. Name and Address of Subcontractor (if applicable)
- F. Name and Address of Supplier
- G. A 4" X 5" space for the approval markings.

A copy of the Engineer's drawings will not be accepted as shop drawings.

Accuracy of the shop drawings is the responsibility of the fabricator. The approval will cover only the general design features, and in no case shall this approval be considered to cover errors or omission in the shop drawings.

The Contractor may choose to not supply additional steel reinforcing shop drawings. If the Contractor chooses to do so they must in writing accept the responsibility to complete all steel as required in the structural drawings and formally waives their right to request for additional compensation for errors and omissions located within the "bar-bill". The "bar-bill" is only provided to aid in the bidding purposes.

10. 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 area Engineer's office shall also be notified when the Contractor requests emergency assistance.

CONSULTANT:

-!!" #\$% %\$#\$# !"

PRESIDING COMMISSIONER:

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

Missouri Highway Patrol (417-895-6868)	
City of Sparta	City of Ozark
Fire: (417) 634-3200	Fire: (417) 581-4436
Police: (417) 424-5511	Police: (417) 581-6600

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 law 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 law 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.

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11. COOPERATION WITH UTILITIES

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

Utility Name	Known Required
	Adjustment

Rochester Road

Brightspeed Contact: Alex Fuller Telephone: 901-201-0733

Yes

No

Suddenlink Communications Contact: Josh Cubley Telephone: 816-248-6671

The Contractor shall make suitable and timely written request to all utility owners, all pipe line owners, or other parties affected, and endeavor to have all locations determined and any necessary adjustments of public of private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable. One (1) copy of all requests shall be submitted to the Engineer.

The Contractor is responsible for contacting all utility companies on the site for locations of their facilities and for protecting the utilities and coordinating its activities with any required relocations.

The utilities shown on the plans may not be accurate and may have been relocated. The Contractor shall contact all utilities to obtain plans showing their relocation and contact Missouri One-Call (1-800-344-7483) and the utility companies for field locates.

Some of the utilities may not be clear of the project when the Notice to Proceed is issued. It shall be the Contractor's responsibility to contact the utilities, and coordinate work around the utility companies' schedules. The Contractor shall make every effort to coordinate its work in such a manner as to expose possible utility conflicts ahead of the Contractor's work. In the event a conflict is found, the Contractor shall contact and coordinate with the utility involved and Engineer to resolve the conflict.

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

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

In the event utility services are interrupted as a result of breakage within the project limits, the Contractor is to notify the appropriate utility authorities and cooperate with them until service has been restored.

The Contractor shall call Missouri One Call System prior to start of construction. Missouri One Call can be reached at 1-800-DIG-RITE (800-344-7483). A copy of all correspondence between the Contractor and Missouri One Call System shall be forwarded to the Engineer.

12. UTILITY CONFLICTS

The Contractor shall make every effort to locate all underground pipe lines and conduits by contacting

owners of underground utilities, by prospecting, or otherwise, in advance of trench excavation operations. Certain pipe lines, water mains, propane gas, petroleum lines, telephone cables, power lines, cable television, and other existing underground and above ground installations and structures in the vicinity of the work to be done hereunder are indicated on the plans according to the best information made available to the Engineer and the Owner. Neither the Engineer nor the Owner guarantees the accuracy of such information, however.

Connections from the mains to the houses or businesses for sanitary sewers, water and gas services, and other utility lines are not indicated on the plans. Any conflict with these service lines from the house to the main, not specified as part of the utilities' relocations, will be the responsibility of the Contractor to either relocate or work around at no cost to the project.

Any delay or extra cost to the Contractor caused by utilities or pipe lines or other underground structures or obstructions not shown by the plans, or found in locations different than those indicated, shall not constitute a claim for extra work, additional payment, or damages.

The Contractor will be solely responsible for any or all damages whether direct, indirect or consequential to underground or above ground utilities and pipelines and the surroundings and shall indemnify and hold harmless the Owner and Engineer for any and all claims, or judgments whenever made as a result of its actions.

13. CONSTRUCTION STAKES, LINES AND GRADES

Construction stakes, lines and grades shall be in accordance with Missouri Standard Specifications for Highway Construction Section 105.8 except for section 105.8.1.1. Remove section 105.8.1.4 and revise section 105.8.1.1 to read:

"The Engineer will set initial field control consisting of benchmarks and control monuments.

This initial construction layout staking shall consist of the following items being staked:

- A. Temporary Easement
- B. Right of Way
- C. Stationing and Offsets for Roadway
- D. Fill Face of the Proposed Structure

The Contractor must write a formal request to the Engineer covering what benchmarks, offsets and staking items are requested along with the date to complete staking services at least five (5) business days prior to requested date of completion.

The Contractor shall make whatever additional measurements and alignments found necessary or convenient to enable the Contractor to construct each element of the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are

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based on benchmarks shown. The Contractor shall employ competent personnel for making position, gradient and alignment determinations and measurements.

All restaking or additional construction layout staking for staged construction or re-staking of items can be performed by Great River Engineering at the current hourly billing rates. The Contractor has the option to use their own resources for surveying or another company."

14. INSPECTION OF WORK

Inspection of Work shall be in accordance with Missouri Standard Specifications for Highway Construction Section 105.10 and shall be modified to include the following:

Inspections and job control tests will generally be made by the Engineer on the following items of work. It shall be the responsibility of the Contractor to notify the Engineer 24 hours preceding any operations which affects the following items:

- A. Initial Layout
- B. Removal of Existing Structure
- C. Any Blasting Operations
- D. Utility Relocation
- E. Trench Excavation
- F. Footing Excavation
- G. Pile Driving Operations
- H. Bedding and Backfill of Storm Drainage Items
- I. Reinforcing Steel Placement
- J. All Concrete Operations
- K. All Asphalt Operations
- L. All Girder and Deck Panel Erection
- M. Embankment Fill and Compaction
- N. Geotextile Placement
- O. Rock Blanket Placement
- P. Seeding and Mulching
- Q. Fencing
- R. Pavement Striping and Marking

If any operation which affects the above-mentioned items is to be performed on a Monday, notification must be made to the Engineer by 12:00 p.m. (noon) of the preceding Friday. If any operation which affects the above-mentioned items is to be performed on a Saturday or Sunday, notification must be made to the Engineer by 3:00 p.m. of the preceding Thursday. The lack of observation or inspection by the Engineer shall not relieve the Contractor of the responsibility to construct the project in accordance with the plans and specifications. Any work that is performed or materials used without authorization by the Engineer may be ordered removed and replaced at the Contractor's Expense. Failure to notify the Engineer as stated above will result in one of the following actions:

- A. Removal of Work
- B. Work Stoppage
- C. No Payment made for that Item
- D. Partial Payment being made for that Item

The Contractor shall further notify the Engineer of the timeframe during which he intends to perform the work being tested. From the time that the Contractor requests that the Engineer or its appointed representative be on-site, the Contractor shall have a 2 (two) hour window during which to begin the task being observed / tested. If the Contractor is not able to begin the work within this 2 (two) hour window, the additional time that the Engineer or its representative is on-site due to the delay in beginning the work shall be reimbursed to the Owner by reducing the

Contractor's pay request in an amount equal to the Owner's cost.

The Missouri Department of Transportation, Federal Highway Administration and its representative shall have the right to inspect work at any time.

Unless otherwise specified, compliance sampling of the concrete shall be subject to visual inspection, job control tests, and compressive strength tests performed on job control samples. These inspections and job control tests will be performed by a MoDOT certified inspector of the Engineer at no cost to the Contractor. Any concrete testing outside of the compliance sampling will be at the Contractor's expense.

15. ACCEPTANCE OF PRECAST CONCRETE MEMBERS AND PANELS

The following procedures have been established for the acceptance of precast concrete girders, slab panels, MSE wall systems, and other structural members. Shop drawings shall be submitted for review and approval to the engineer of record for the local public agency (LPA). The approval is expected to cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The LPA or their engineer of record has the option of inspecting the precast units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the reports shown below shall be required.

- Certified mill test reports, including results of physical tests on the reinforcing steel and prestressing strands as applicable.
- Concrete mix designs.
- Test reports on concrete cylinder breaks.

The LPA or their engineer of record shall verify and document that the dimensions of the precast units were checked at the jobsite and found to be in compliance with the shop drawings.

16. CERTIFICATION OF INSPECTORS

All technicians who perform, or are required by the FHWA to witness, such sampling and testing of materials and products incorporated into the project, shall be deemed as qualified by virtue of successfully completing the requirement of the MoDOT EPG 106.18 Technician Certification Program, for the specific technical area(s) witnessed or sampled.

17. UNAUTHORIZED AND DEFECTIVE WORK

All construction and materials which have been rejected or declared unsatisfactory shall be remedied or removed and replaced in a manner acceptable to the Engineer by the Contractor at the Contractor's expense. It shall be the Contractor's responsibility to properly dispose of rejected material in a manner acceptable to the Engineer. All expenses incurred by the Owner due to corrections, or removal and replacement of rejected construction materials, shall be borne by the Contractor. Upon failure of the Contractor to remedy or remove and properly dispose of rejected materials or work, or to replace them immediately after receiving written notice from Engineer, the Owner may employ labor to rectify the work, and the cost of rectification will be deducted from any payment due or which may become due to the Contractor. All decisions regarding rejection and remedied construction or materials shall be the final decision of the Engineer. All expenses including labor time incurred by Engineer will be billed to the Contractor at Standard Billing Rates for the Project. Failure by the Contractor to follow Engineer's direction regarding unauthorized or defective work will result in a work stoppage.

Please refer to Missouri Department of Transportation State Standard Specifications 105.1.1 for

Authority of Engineer regarding Defective work.

18. CONTROVERSIES AND CLAIMS FOR ADJUSTMENT

If any conditions arise which in the Contractor's opinion will require making any claims or demands for extra or additional compensation above that fixed by the Contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expense, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such manner as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval by the Owner. The Contractor shall have a maximum of ten percent (10%) markup on materials and Subcontractors for overhead, profit, and coordination. The Engineer reserves the right to request documentation of materials and Subcontractor costs from the Contractor and/or any Subcontractors.

If any conditions arise which in the Contractor's opinion will require making any claims or demands for extra or additional completion time above that fixed by the contract, he shall notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims within one (1) calendar day of the delay. The Contractor agrees that any claims made without such notice, and not presented in such manner as to enable the Engineer to observe conditions as they occur and to verify delays as they occur and to determine with certainty the correctness of such claims and of the delay involved, are waived and shall be null and void. No extra completion time shall be awarded in any event without written approval by the Owner and Engineer within five (5) days of the occurrence.

All written requests from the Contractor must be made in a professional manner, personal attacks, slander, or derogatory or threatening tone will be automatically rejected. All written requests from the Contractor shall contain in the title the County, Bridge No., and Federal Project No. In addition, all written requests must be signed by the Contractor.

19. SITE CONDITIONS

The Contractor shall view the site of the work and make its own determination of the conditions to be encountered in accomplishing the work. The submission of a bid shall be considered proof that the bidder has made its own examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans and specifications.

20. MEASUREMENT AND PAYMENT

Measurement and Payment shall be in accordance with Missouri Standard Specifications for Highway Construction Section 109 and shall be modified to include the following:

The Contractor shall submit to the Engineer progress payment estimates, as agreed upon at the preconstruction conference, for the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items. The Engineer will review the payment estimate and verify percentage of work complete.

No payment will be made on account of materials not yet incorporated into the work without prior approval and written agreement.

Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the Owner from loss on account of:

- A. Failure of the Contractor to properly submit material certifications and substantiating test reports required under the Job Special Provisions.
- B. Failure of the Contractor to properly submit certified copies of labor payrolls required under Section 110 of the MoDOT Standard Specifications.
- C. Failure of the Contractor to properly make payment to Suppliers or Subcontractors for material and/or labor.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.
- E. Damage by the Contractor to a property owner.
- F. In accordance with the Missouri Prompt Pay Act (34.057 RSMo), the Owner may withhold payment for any of the following reasons:
 - 1. Liquidated damages
 - 2. Unsatisfactory job progress
 - 3. Defective construction work or material not remedied
 - 4. Disputed work
 - 5. Failure to comply with any material provisions of the contract
 - 6. Third party claims filed or reasonable evidence that a claim will be filed
 - 7. Failure to make timely payments for labor, equipment or materials
 - 8. Damage to a Contractor, Subcontractor, or material Supplier
 - 9. Reasonable evidence that a Subcontractor or material Supplier cannot be fully compensated under its contract with the Contractor for the unpaid balance of the contract sum.
 - 10. Citation by the enforcing authority for acts of the Contractor or Subcontractor which do not comply with any material provisions of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damage to the Owner.

21. <u>SAMPLES, TESTS, AND CERTIFICATION</u>

The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or fabricator for all materials incorporated into the work, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated, the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

All submittals for samples, tests, and certification shall bear the name and address of the Contractor and Supplier; the name of the project, including Federalinkl Project Number and the specification reference for the material being submitted. Submittals not bearing this information will be rejected and returned without further review.

The testing laboratory to be used shall be subject to the approval of the Engineer. The name of the testing laboratory shall be submitted to the Engineer at least 10 calendar days prior to any testing.

The Contractor shall require its Suppliers to provide the following testing and material certifications:

- A. Aggregate base: Name of Supplier, source, gradation, and Supplier certification.
- B. Oil for Prime and Tack Coat: Name of Supplier, source of oil, and Supplier's certification.
- C. Plant mix bituminous base and plant mix bituminous surface: Name of Supplier, source of materials used in the mix, mix design to be used, and Supplier's certification.
- D. Precast Concrete: Name of source and Supplier of concrete and concrete materials, mix design, compressive strength test results, and Supplier's certification.
- E. Cast in place concrete: Name of Supplier of concrete and source of aggregate, cement, admixtures; mix design; and Supplier's certification.
- F. Supplier's certification for all other materials used in work.
- G. Structural Steel Welding: Name of Company performing welding services and applicable certifications.
- H. Sod: Name and address of Supplier and Supplier's certification.
- I. Permanent Turf Reinforcement Mat: Name and address of Supplier and Supplier's certification.

Tests and sampling shall be done in accordance with the Specifications, General Special Provisions or Job Special Provision. Three copies of all test reports and certifications shall be submitted to the Engineer for review. The Engineer reserves the right to waive certain tests or to require additional tests should job conditions or workmanship warrant. Such additional tests will be provided at the Contractor's expense except as otherwise provided for in Defective Work.

If material is rejected for whatever reason, the Contractor shall pay for all retesting until a suitable material is found.

The Engineer at no expense to the Contractor may perform or employ a competent testing laboratory to perform the following field acceptance tests:

- A. Soil Density Tests. One test shall be made per 300 linear feet of roadway on exposed compacted subgrade and in each lift of embankment.
- B. Cast-in-place concrete: One slump test, one air entrainment test, and 3 compression test cylinders will be taken for each concrete placement or for each 50 cubic yards placed.
- C. Soil properties: Classification, Atterberg Limits and a moisture-density relationship curve for each type of proposed borrow material as well as a qualified soils engineer's recommendations as described in the section entitled "Embankment in Place."
- D. Plant mix bituminous base and plant mix bituminous surface: One density, extraction, and gradation test may be taken per 500 linear feet of pavement at locations designated by the Engineer.

The Contractor will notify the Engineer in advance of work requiring field inspection or testing in

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accordance with the section entitled "Inspection of Work" of these Job Special Provision Sections.

Unless otherwise specified, all materials shall be subject to visual inspection and job control tests, as determined by the Engineer, and shall be certified by the material Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project name, Federal Project Number and shall contain the Supplier's name and address.

Prior to Final Payment, the Contractor shall file with the Owner the following:

- A. The Fig. 136.11.9 Contractor DBE Certification showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.
- B. Fig. 136.11.10 Contractor's Affidavit Regarding Settlement of Claims
- C. Fig. 136.11.11 Affidavit (Compliance with Prevailing Wage Law)
- D. Any other documents which may be required by the contract, Owner or the Consulting Engineer.

These forms may be found online a under section 136.11.20. at http://epg.modot.org/index.php?title=136.11_Local_Public_Agency_Construction#136.11.19_Final_Acceptance.

When the work has been completed and certified by the Owner, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due to the Contractor as set forth in these specifications, including the amount previously retained by the Owner. All prior partial estimates and payments shall be subject to correction by the Owner in this final estimate and payment.

22. PREVAILING WAGE RATE REQUIREMENTS (STATE):

This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations The applicable state wage rates for this contract are detailed in "Annual Wage Order 31", that is attached to this bidding document. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the contract and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the Owner.

The Contractor and each Subcontractor shall be required to submit to the Engineer one certified copy of labor payrolls for each week that work is in progress. Certified payrolls are to be submitted with monthly pay requests. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

Payrolls to be submitted shall be checked for compliance with the contract requirements and will be retained by the Owner for a period of three years following final payment, during which time they will be open to inspection by authorized representatives of the Owner.

The Contractor shall be responsible for the submittal of payrolls and certifications for all Subcontractors.

The Engineer will check payrolls, with the following checks being made to ensure proper labor compliance.

- 1. The employee's full name, identifying number (such as last four digits of Social Security Number) and complete address, including zip code, must appear on each payroll. For projects that are only state-funded projects, addresses will be required to be placed on certified payrolls. For federal-aid projects, placing addresses on the payrolls will be optional. The Contractor is not allowed to include complete Social Security numbers on certified payrolls. The Contractor must assign the employee an identification number and place that identification number on the certified payroll. This identification number can be the last four digits of the employee's Social Security number.
- 2. Check the payroll for correct employee classification.
 - a. Check to ensure each employee has a classification.
 - b. Make sure classifications are correct as related to the type of work the company has subcontracted.
 - c. Employees enrolled in the MoDOT training program must be shown on the payroll in the classification they are enrolled in as trainee. (i.e., Crane Operator Trainee, Carpenter, Laborer, etc.)
 - d. When possible, confirm that employees are classified correctly as to what type of work they are performing by using the interview process, jobsite visits, and communication with the inspectors, and by reviewing the Inspector's Daily Report of Construction.
 - e. Foremen or supervisors who perform 20% or less of the day with the tools of the trade are exempt from the Davis Bacon Act. They must appear on the payroll as "foreman" or "supervisor" with a breakdown of hours per day and total hours and, since hourly wage rates are not required, they can be listed under Salary Agreement.
 - f. Foremen or supervisors who work with tools of the trade more than 20% of the day are not entitled to an exemption under the Davis Bacon Act. Thus, if the hourly wage rate is the same for both classifications, then the employee will be listed on the payroll to show both classifications in which they performed (i.e., Foreman/Carpenter), hours per day listed along with an hourly wage rate, gross amount earned, deductions, and net wages paid. But, if the hourly wage rate is not the same for both classifications, then multiple listings for the employee shall be included on the payroll to show each classification of work performed on each day along with all the appropriate information.
- 3. Check the payroll for correct hourly wage and, where applicable, the correct overtime hourly rate.
 - a. Check employee's rate of pay against the state and federal wage rates, where applicable, to make sure he/she is receiving at least the minimum for his/her classification as per the prevailing wage schedule in the contract. For federally funded projects the rate of pay is the highest of either the federal or state wage rates.
 - b. Make sure fringe benefit amount plus base pay amount matches or exceeds the designated fringe benefit amount plus designated base pay amount from the applicable wage order. For example, the base pay amount could be less than that designated as the prevailing wage, if the

fringe benefit amount is more than that designated, and the two together meet or exceed the designated gross prevailing wage. The Contractor should be encouraged to list the exact fringe paid for each employee on the payroll. If the Contractor chooses to certify that the fringe benefits are being paid to approved plans, funds, or programs, the Contractor shall provide documentation that the correct payment amount is being paid to the fund for the individual employees.

- c. Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours).
- 4. All deductions shall be listed and the net wage shown. The Form WH-347 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 and noted on the statement of compliance.
 - a. All deductions must be identified. If a deduction of "other" is listed on the payroll it must be explained on the statement of compliance.
 - b. Some typical deductions include
 - 1) State or federal taxes
 - 2) Voluntary insurance, pension, and/or retirement plans
 - 3) Child support and other payments ordered by a court (but not payments to the employer)
 - 4) Prepaid wages
 - 5) Payments to charitable organizations
 - 6) Union dues when agreed to by the union (fines are not allowable)
 - c. All deductions must be an approved deduction. (If not on the approved list above, documentation giving employee's permission for the deduction must be on file.)
 - d. Non-standard deductions can be approved by the Division of Labor on a yearly basis. The Contractor must provide documentation along with the payroll when any approved non-standard deductions are in use.
- 5. To ensure that the payrolls are arithmetically correct, approximately 10% of the extensions on the first three payrolls shall be checked. 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.
- 6. All checking by the Local Agency shall be initialed by the checker.
- 7. Final payrolls shall be marked "Final" or "Last Payroll."
- 8. The Local Agency is to maintain a secure record of all payrolls.

23. POSTED NOTICES

The Contractor shall meet the requirements outlined at:

http://epg.modot.org/index.php?title=Category:110 State and Federal Wage Rates and Other <u>Requirements#Required Notices and Posters</u>. Adherence to these requirements is mandatory and will be inspected at the start of the job and every other month until the project is completed. The bulletin board should remain in good condition and display all the required posters.

24. PERMITS, EASEMENTS, AND RIGHT-OF-WAY

Unless specifically stated otherwise, the easements and rights-of-way for the construction will be provided by the Owner. The Contractor shall confine its construction operations to the immediate vicinity of the location shown on the plans, and shall use due care so as to cause the least

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possible damage to property. All work shall be completed within the right-of-way and easements.

All licenses, permits, certificates, etc., required for and in connection with the work to be performed under the provisions of these contract documents shall be secured by the Contractor entirely at its own expense.

The Contractor shall not park, store materials, or equipment, etc. off of the right-of-way or temporary construction easement without written permission from the property owner. A copy of such written permission shall be given to the Engineer. The Contractor shall be fully responsible for any damages to property. The Contractor shall use caution when working in the temporary easement area so as not to unnecessarily damage any existing features on the properties. At the completion of the project, areas of temporary easement shall be restored to a condition equivalent to prior to construction and a release signed by the property owners.

25. 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.

The Contractor shall notify the Engineer 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.

Traffic Congestion: The Contractor shall, upon approval of the Engineer, take proactive measures to reduce traffic congestion in the work zone.

Traffic Delay: The Contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the Contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

26. TRAFFIC CONTROL PROVISIONS

Work Zone Traffic Management shall be in accordance with appropriate portions of Division 100 and Division 600 of the Missouri Standard Specifications for Highway Construction 2024, Second Edition, and specifically as follows:

All signing and barricades shall conform to the current edition of the Manual on Traffic Control Devices published by the Federal Highway Administration, including any revisions thereto. Where Type III barricades are required, they shall be an 8-foot minimum rather than the 2-foot minimum shown in the Traffic Control Manual.

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been reviewed by the Engineer. All traffic control devices shall be properly maintained for the project duration. They shall remain in place only as

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long as they are needed and shall be removed immediately thereafter. When operations are performed in stages, there shall be in place only those devices that apply to the conditions present during the stage in progress.

Signs that do not apply to conditions present shall be removed, covered, or turned so as not to be readable by oncoming traffic. The Contractor shall be responsible for providing and maintaining all traffic control devices and flagpersons as necessary to protect the work area and safeguard and direct traffic around the work.

The traffic control provisions called for on the Traffic Control Plans are the minimum requirements for traffic control and the Contractor shall implement additional measures as deemed appropriate by the Engineer. Cost of all traffic control measures used, including but not limited to flagpersons, channelizer barrels, cones, barricades, flashers, and temporary striping requirements shall be considered covered by the contract amount for the pay items, CONSTRUCTION SIGNS AND TYPE III MOVABLE BARRICADE W/ LIGHTS. Upon failure of the Contractor to comply with any traffic control directive given by the Engineer, the Owner shall have the authority to cause said conditions to be corrected and to deduct the associated cost from any payment due, or which may become due, the Contractor.

The Contractor shall not begin a phase of the project that will detour or close the roadway to traffic until the Contractor has all materials necessary for that phase of the work delivered to the site or readily available to the Contractor, all necessary equipment and manpower readily available, and is prepared to perform the work with due diligence, so as not to impede traffic for an unnecessary amount of time.

The Contractor shall submit any variations or different concepts for the Traffic Control Plans to the Engineer in writing and drawing format. The variations will only be allowed if approved by the Engineer in writing. Failure to maintain the traffic management plan shall be grounds for the Engineer to issue a stop work order. No further work will be allowed on site until all requirements of the traffic management plan as shown in the plans are in place. The time that work is stopped will not be a basis for extension of the day count. The days for which work is stopped will count toward the days called for in the contract.

27. TRAFFIC SAFETY

Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the Contractor shall extend the advance warning area, as approved by the Engineer.

When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the Contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the Engineer. The warning location shall be no less than 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways.

28. <u>SAFETY PROVISIONS</u>

The Contractor shall be solely responsible for establishing and conducting a project safety program for the protection of the public and personnel employed by the Contractor and its

Subcontractor(s) on the project site or in the immediate vicinity of the work.

All costs incurred by the Contractor and its Subcontractor(s) for establishment and maintenance of the Safety Program shall be considered completely covered by the total contract amount with no additional compensation being made for acquisition of safety equipment or performance of safety related procedures.

29. <u>CONTRACTOR REPRESENTATIVE AND RESPONSIBILITIES</u>

The Contractor shall have on the work site at all times, as the Contractor's agent, a competent individual who is capable of reading and thoroughly understanding the plans and specifications, has read the specifications, and is thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer. That individual shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such material, equipment, tools, labor and incidentals as may be required. That individual shall coordinate work with all Subcontractors, utility companies, other Contractors in the area and any other coordination needed.

Failure of the Contractor to have the Contractor's agent on the work site when work is in progress will be grounds for the Engineer to issue a Stop Work Order. No further work will be allowed on site until the Contractor's agent is on the work site. The time that work is stopped will not be a basis for extension of the day count. The day that work is stopped will count toward the days called for in the contract.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer in every way possible.

The Contractor shall maintain one set of contract documents on the work site at all times.

30. CLEARING AND GRUBBING

Clearing and Grubbing shall be in accordance with Missouri Standard Specifications for Highway Construction Section 201 and shall be modified to include the following:

No tree or shrub in any Right of Way or Easement (Temporary or Permanent) shall be removed, trimmed or otherwise disturbed without the prior authorization by the Engineer. Such authorization will be given in the case of any tree or shrub within trench or other excavation limits where a thorough examination shows that the root structure is such that the construction cannot continue.

No tree or shrub outside the limits of any trench located on or across private property shall be removed without the prior written consent of the property owner (or legal representative of the property owner) of the lot or tract of land on which such tree or shrub is located.

The Contractor shall use every precaution to protect and prevent injury to trees and shrubs indicated to remain on or adjacent to the sites of the work, and he shall replace, at its own cost and expense, each and every tree and shrub not authorized by the property owner for removal, which may be damaged or destroyed by the Contractor, its employees, or Subcontractor.

Payment for Clearing and Grubbing will be made on a plan quantity basis at the unit price per acre for the bid item "CLEARING AND GRUBBING". All costs associated with clearing and grubbing of project area, waste sites, and borrow areas shall be considered completely covered by the bid item "CLEARING AND GRUBBING".

31. ROADWAY EXCAVATION, EMBANKMENT AND COMPACTION

Roadway Excavation, Embankment and Compaction shall be in accordance with Missouri Standard Specifications for Highway Construction Section 203 and shall be modified to include the following:

All roadway excavation shall be unclassified. Payment for unclassified excavation will be made on a plan quantity or change order quantity basis, to the nearest cubic yard, at the contract unit price per cubic yard for bid item "UNCLASSIFIED EXCAVATION (ROADWAY)", and will be considered full compensation for:

(a) Excavating.

(b) Hauling any distance.

(c) Placing and forming embankments.

(d) Preparation of subgrade

(e) Shouldering, rounding slopes, obliterating existing roadbeds or temporary construction, finishing of graded earth roadway, picking up and disposing of field stone and other rock.

(f) Disposal of excess excavation, including provision of, mulching and seeding waste areas.

Payment for embankment and compaction will be made on a plan quantity or change order quantity basis, to the nearest cubic yard at the contract unit price per cubic yard for bid item "EMBANKMENT IN PLACE WITH COMPACTION", and will be considered full compensation for:

(a) Transporting roadway excavation or stockpile material or furnishing, transporting and placing borrow material from a Contractor provided source.

(b) Placing and forming embankments.

(c) Compacting embankment or for adding or reducing water content of the embankment.

(d) Any excavation required to provide embankment material, including mulching and seeding a borrow site.

(e) Any work noted on the plans to be included in the contract unit price for embankment in place.

The Contractor shall be responsible for disposal of all excavated waste and unsuitable materials in accordance with all applicable Federal, State, and local ordinances. (See Procedures for Environmental Clearance of Borrow Sites and Other Disturbed Areas Outside of Right-of-Way.) This shall include any stockpiles of utility spoils along the project. The Contractor shall provide the Engineer with copies of all necessary environmental clearances for any location which he intends to use to place such waste material. Disposal shall be considered incidental to the project and no additional payment will be made for compliance with this special provision. This includes, but is not limited to, procurement of all necessary environmental clearances for any proposed waste sites, loading, unloading, and hauling off of waste material, placement of waste area. Submittal for these clearances shall be considered incidental to construction and no direct payment will be made. An adjustment to the contract time will be considered for any delay caused by receiving the required clearances, but will not be a basis for additional compensation.

Embankment shall be constructed in accordance with this Specification. This work shall consist of constructing the required embankment from suitable material excavated on site or borrow materials obtained from sources selected by the Contractor and approved by the Engineer. This work shall be performed in conformance with the lines, grades and typical sections shown on the

plans.

Prior to beginning excavation and embankment operations, clearing, grubbing and stripping shall be performed in that area. The existing asphalt driving surface and aggregate base (or existing gravel surface) shall be scarified and completely broken up to a minimum depth of at least six inches the full project length. Existing slopes steeper than 3 horizontal to 1 vertical will be cut and benched as indicated on the plans or as directed by the Engineer. In areas in which less than 24" of compacted fill is to be placed over the old roadbed, the scarified pavement will be removed or redistributed in areas where more than 24" of fill will be placed.

The scarified material, existing subgrade and embankment in place shall be compacted using a sheepsfoot roller of sufficient weight and number of passes being made until no pumping is observed. The Engineer shall observe the Contractor Proof Rolling the subgrade as defined later in this specification. The Contractor shall endeavor to maintain the exposed subgrade in good condition, primarily by means of providing for proper drainage of the roadbed. If, through negligence on the part of the Contractor, the exposed subgrade degrades and becomes unsuitable, the Contractor, at its own expense, shall perform stabilization measures to eliminate soft spots, pumping, etc.

Embankment Material shall be clayey soils containing high chert content, obtained from sources selected by the Contractor and meeting with the approval of the Engineer.

The Contractor shall submit soil test results from an independent soil testing laboratory demonstrating that the proposed borrow material is suitable for roadway fill and giving a standard Proctor density curve. Embankment and Borrow material shall have characteristics generally as follows:

Liquid Limit <50 Plasticity Index <20 Maximum Density >=90 pcf Optimum Moisture 10-20% California Bearing Ratio >=6

The Contractor shall endeavor to maintain the completed embankment in good condition, primarily by means of providing for proper drainage of the roadbed and repair of equipment rutting. If, through negligence on the part of the Contractor, the embankment degrades and becomes unsuitable, the Contractor, at its own expense, shall perform corrective measures consisting of removal and replacement of a depth of embankment sufficient to restore the embankment to good condition, i.e., eliminate soft spots, pumping, etc.

Placement of roadway embankment shall be in layers not exceeding 8 inches, an uncompacted measurement, and shall be compacted as specified before the next layer is placed. The layers shall be placed approximately parallel to both the proposed profile grade and to the finished roadbed. Effective spreading equipment shall be used on each lift to obtain uniform thickness prior to compacting. Continuous leveling and manipulating will be required during compacting operations.

Occasional stones or rock fragments exceeding the thickness of the 8 inch layer shall be disposed of by being incorporated in the embankment outside the limits of the proposed surfaced traffic lanes. The thickness of the layer in these areas may be increased if necessary to accommodate the stones, but shall not exceed 12 inches, an uncompacted measurement.

Compaction of embankment on each layer shall consist of distributing all equipment movements over the entire embankment area and of at least three complete passes with a tamping-type

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roller. The tamping-type roller shall have tampers or feet projecting no less than 6 inches from the surface of the drum and shall have a minimum load on each tamper of 250 psi of tamping area. Compactive efforts shall be continued, if necessary, until the tamping feet perpetrate no more than 2 inches into the layer of material being compacted. Continuous leveling and manipulating will be required during compacting operations and the moisture content shall be adjusted as necessary to permit proper consolidation.

Proof Rolling shall be used when verifying the stability and uniformity of the subgrade. This procedure shall be performed in the presence of the Engineer or its designee.

1. Use a test roller conforming to the following:

A. Tandem axle, dual wheel dump truck.

B. Tire pressure shall be no less than 90 percent of the manufacturer's recommended maximum inflation.

C. The minimum gross weight of the load truck shall be 60,000 pounds (30 ton). A weigh slip shall be provided, showing total weight, front axle weight and rear axle weight.

2. Procedure.

A. Operate equipment at a rate not to exceed 3 to 5 mph or a comfortable walking pace. Adjust the speed to allow the Inspector to measure any deflections and/or areas of rutting.

B. Operate proof roller in a pattern so that all affected areas are loaded with at least one pass.

C. After proof rolling, check the subgrade for conformance to the plans, and correct all surface irregularities. Re-shape the subgrade within tolerances.

3. Evaluation.

A. Rutting up to 1 inch is acceptable. Rutting in excess of 1 inch shall be considered a failure and will require that the soil be reworked and compacted to the required density.

B. Deflection (pumping) up to 1 inch is acceptable. Deflection in excess of 1 inch but more than 2 inches shall be acceptable if there is not substantial cracking or lateral movement of the soil. Deflection in excess of 2 inches shall be considered failure, and will require that the soil be reworked and compacted to the required density.

C. When remedial work is performed new test roll shall be performed upon completion of the work.

32. EMBANKMENT PROTECTION

Embankment Protection shall be in accordance with Missouri Standard Specifications for Highway Construction Section 611 and shall be modified to include the following:

No broken concrete is allowed in the rock blanket. Broken concrete from the project may be used in fill locations as directed by the engineer and placed per Missouri Standard Specifications for Highway Construction Section 203. No broken concrete shall be brought to the project.

Payment for embankment protection will be made on a plan quantity basis and at the unit price per cubic yard for the bid item "TYPE 2 ROCK BLANKET". All costs associated with furnishing the material, securing the source, quarrying, excavating, breaking and hauling the material to the job site, placement of the material, filter fabric and placement thereof, any excavation, backfilling, or subgrade preparation that may be required, and other work associated with placing the "TYPE 2 ROCK BLANKET" shall be considered completely covered by the bid item "TYPE 2 ROCK BLANKET".

33. WOVEN WIRE AND/OR BARBED-WIRE FENCE

Fencing shall be in accordance with Missouri Standard Specifications for Highway Construction Section 710 and shall be modified to include the following:

This work shall consist of furnishing and erecting woven wire and/or barbed-wire fence, complete in place, in conformity with the plans, and at locations as shown on the plans, or established by the Engineer. This bid item shall also include removal of the existing fence and posts.

Generally, fencing shall consist of the following materials:

- A. Steel line post (4" dia X 6'-0") or T-post @ 10' on center.
- B. 5 strand, 4 point barbed wire, 12 gauge.

C. Zinc-coated or aluminum-coated woven wire fabric equal to or exceeding existing material.

- D. Steel corner posts, 5" dia. @ top x 10'-0"
- E. Steel brace posts, 2" dia. @ top x 10'-0"
- F. Fabricated steel braces.
- G. Brace wire, #9 gauge tension wire.
- H. Heavy duty tubular steel gate.

Fencing shall be moved or adjusted prior to construction as necessary by the Contractor to fit the new construction. Temporary fencing shall be provided where existing fencing is removed for construction. Temporary fencing shall consist of at least 3-strand barbed wire with metal "T" post. Wooden corner posts are allowed. The Contractor shall maintain temporary fencing in good, working condition until permanent fencing is completed. Cost for furnishing, installing, and maintaining the temporary fence shall be considered incidental to fence construction or considered completely covered by the contract unit price for other items included in the contract.

Posts shall be set plumb, true to line and grade. Corner post assemblies shall be set at all horizontal angle points greater than 15 degrees in the line of fence. Pull post assemblies shall be set at all vertical angle points greater than 15 degrees but at not greater than 660 feet intervals. Corner post shall have a minimum embedment length of 5-feet into the ground.

Walk gates and drive gates complete with hinges, latches, braces, stops, and locking devices shall be installed at locations shown on the plans. They shall be of the type and size shown on the plans.

Final measurement will not be made except for authorized changes during construction which significantly change the contract quantity or where appreciable errors are found in the contract

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quantity. The revision or correction will be computed and added to or deducted from the contract quantity. Any changes must be approved in writing by the Engineer prior to work being performed.

Payment will be made on a plan quantity basis at the unit price per lineal foot for the bid item "FENCING". All costs associated with fencing including materials, excavating for posts, backfilling, clearing of fence row, trenching for fabric, placing extra strands of barbed wire for depressions, and all other incidental work or material shall be considered completely covered by the bid item "FENCING".

Payment will be made on a plan quantity basis at the unit price per each for the bid item "GATES". All costs associated with gates shall be considered completely covered by the bid item "GATES".

34. POLLUTION, EROSION AND SEDIMENT CONTROL

Pollution, erosion and sediment control shall be in accordance with Missouri Standard Specifications for Highway Construction Section 806 and shall be modified to include the following:

Payment for rock ditch checks will be made on a plan quantity basis and at the unit price per each for bid item "ROCK DITCH CHECK". All costs associated with constructing, maintaining, and repairing the rock ditch check shall be considered completely covered by the bid item "ROCK DITCH CHECK".

35. TIME RESTRICTIONS FOR MIGRATORY BIRDS

Swallows and other bird species protected by the Migratory Bird Treaty Act may be nesting under the bridge that will be repaired under this contract.

To comply with the Migratory Bird Treaty Act, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31 but active nests can be present outside of these dates. The Contractor is prohibited from disturbing active nests regardless of when they are present. Determination if a nest belongs to a protected species, and if it is active or inactive, shall be the responsibility of the MoDOT's Environmental Specialists.

To facilitate the bridge work the Contractor has the following options that allow work on the bridge during nesting season:

- a. The work may be completed at any time after July 31 or prior to April 1 as long as no active nests of protected species are present. No additional action is required with this option.
- b. Work during the general nesting period will only be allowed if the Contractor completely removes the colony's inactive or partially constructed nests by March 15 and maintains a nest free condition until the existing bridge deck is removed. Removal methods can consist of scraping or hydro-blasting the existing nests.

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.

36. <u>REMOVAL OF IMPROVEMENTS</u>

Removal of improvements shall be in accordance with Missouri Standard Specifications for Highway Construction Section 202 and shall be modified to include the following:

Payment for removal of improvements will be made on a plan quantity basis and at the unit price per lump sum for bid item "REMOVAL OF IMPROVEMENTS". All costs associated with removing the existing improvements shall be considered completely covered by the bid item "REMOVAL OF IMPROVEMENTS".

37. REINFORCING STEEL FOR CONCRETE STRUCTURES

Reinforcing steel for concrete structures shall be in accordance with Missouri Standard Specifications for Highway Construction Section 706 and shall be modified to include the following:

Prior to approval and use of the material, the Contractor shall furnish manufacturer's certifications, which state that the material supplied conforms to all of the requirements of these specifications. The certifications shall include, or have attached, specific results of laboratory tests for specified physical and chemical properties as determined from samples representative of the material. The Engineer reserves the right to sample and test any material. Acceptance will be based on certification, visual inspection, and the results of any tests the Engineer may perform.

Four sets of shop drawings shall be submitted to the Engineer for review and approval. Accuracy of the shop drawings is the responsibility of the fabricator. The approval will cover only the general design features, and in no case shall this approval be considered to cover errors or omission in the shop drawings.

Payment will be made on a plan quantity basis at the unit prices per pound for the bid items "REINFORCING STEEL (CULVERTS-BRIDGE)".

38. EPOXY COATED REINFORCING STEEL

Epoxy coated reinforcing steel shall be in accordance with Missouri Standard Specifications for Highway Construction Section 710 and shall be modified to include the following:

No direct payment shall be made for made for epoxy coated reinforcing steel and shall be incidental to bid item, "REINFORCING STEEL (CULVERTS-BRIDGE)", respectively.

39. CONCRETE MASONRY CONSTRUCTION

Concrete Masonry Construction shall be in accordance with Missouri Standard Specifications for Highway Construction Section 703 and shall be modified to include the following:

Prior to approval and use of the material, the Contractor shall furnish manufacturer's certifications, which state that the material supplied conforms to all of the requirements of these specifications. The certifications shall include, or have attached, specific results of laboratory tests for specified physical and chemical properties as determined from samples representative of the material. The Engineer reserves the right to sample and test any material. Acceptance will be based on the certification, visual inspection, and the results of any tests the Engineer may perform.

The Contractor shall be solely responsible to supply concrete that conforms to the requirements of these specifications. The proportions of ingredients shall be such as to produce a mixture which will work readily into the corners of the forms and around reinforcement by the methods of placing and consolidation employed in the work, but without permitting the materials to segregate or excessive free water to collect on the surface. The mixing procedures and proportions of ingredients shall be determined by the Contractor and shall produce the proper placeability, durability, strength and other required properties.

The Contractor shall notify the Engineer in writing of the source and proportions of the mixture he proposes to furnish. The statement shall include the following:

- A. The types and sources of aggregates.
- B. Type and source of cement.
- C. Scale weights of each aggregate proposed as pounds per cubic yard of concrete.
- D. Quantity of water proposed as pounds or gallons per cubic yard concrete.
- E. Quantity of cement proposed as sacks per cubic yard of concrete. If the cement is to be measured by the sack, the weight per sack shall be shown.
- F. The type and quantity of air entrainment admixture.

The maximum slump requirement shall not be intentionally exceeded. An occasional deviation may be permitted if it will not seriously affect the strength and serviceability of the concrete. The Engineer will make the determination if the concrete is acceptable and is allowed to remain in place. This determination will be based on visual inspection of the finished product and compressive strength specimen test results. In the event that the concrete is allowed to remain in place, the Engineer will document the basis of acceptance by contract modifications which may provide for an appropriate adjustment in the contract price of such work.

The Contractor shall provide and maintain for the sole use of the Engineer adequate facilities for safe storage and proper curing of concrete test specimens on the project site for the first 24 hours.

The concrete Supplier shall furnish with each load of concrete a certification which states that approved materials meeting the requirements of these specifications have been proportioned and mixed in accordance with the contract requirements. The Supplier shall state in the certification the class of concrete being furnished, necessary project identification and the date. The concrete will be subject to acceptance or rejection by visual inspection at the job site.

40. BLASTING

No blasting will be permitted for this project.

41. PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall protect, shore, brace, support and maintain any underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by the Contractor. All pavement, surfacing driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of this contract, together with all trees and shrubs in yards adjacent to the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement. All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials confirming to the requirement of these specifications, or if not specified, as approved by the Engineer, at the Contractor's expense.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless

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of location or character, which may be caused by moving, hauling or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by the Contractor or its Subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the Owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

No fence outside of the right-of-way or easement limits shall be removed without the prior written consent of the property owner of the lot or tract of land on which such fence is located. A copy of such written permission shall be given to the Engineer. Any damage or disturbance to any item, whether publicly or privately owned, which is not noted to be disturbed shall be fixed or replaced to the satisfaction of the Owner and the Engineer at the Contractor's expense.

42. <u>GEOTEXTILE CONSTRUCTION</u>

Geotextile construction shall be in accordance with Missouri Standard Specifications for Highway Construction Section 624 and shall be modified to include the following:

There will be no direct measurement or payment for filter fabric as it shall be considered incidental to the items with which it is used.

43. <u>SITE DRAINAGE</u>

The Contractor shall be responsible for maintaining the site in a free draining condition such that water does not pond. The Contractor shall not construct cuts, embankments, ditches, etc., until provisions for drainage are in place. The Contractor may construct temporary ditches, berms, place temporary pipes, use pumps, etc., to facilitate draining the site. The Contractor shall schedule its work in a manner to meet these requirements. There will be no direct payment for any additional cost for complying with this requirement as it shall be considered incidental to the contract.

44. TOILET FACILITY LOCATIONS

The Contractor shall provide portable toilets at a minimum of one location on the project, to be placed near the majority of the work in progress. No direct payment will be made for furnishing and maintaining toilet facilities.

45. <u>CONSTRUCTION SITE CLEANUP</u>

Cleanup shall follow immediately after and at the same rate as construction. Cleanup shall not be delayed until the entire project is finished. The Contractor shall clean all right-of-way and easement areas that were disturbed or occupied by the Contractor in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc. shall be removed and the area left in a neat and presentable condition. If at any time during construction the Engineer determines that cleanup is not being accomplished, the Engineer may direct that no additional work be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed. There will be no direct payment for construction site cleanup as it shall be considered completely covered by the total contract amount.

46. <u>TAX EXEMPT</u>

This project will be tax exempt. The Owner will furnish the necessary information for this project to be considered tax exempt.

47. <u>ACCESS</u>

The road will be closed for the duration of the project. The Contractor shall coordinate with local law enforcement, emergency services, schools, etc. to ensure that the public is aware that the road will be closed for the duration of construction. A letter confirming that all actions were taken to ensure the public was aware shall then be submitted to the Engineer prior to proceeding with construction.

48. TREE TRIMMING

It shall be the Contractor's responsibility to trim trees as required at no additional cost to the project. The Contractor shall trim the trees that are noted on the plans to be trimmed and those that are found to be in need of trimming during construction.

The Contractor shall trim all trees on the project so as to provide the minimum clearance as indicated in the plans. If adjustments to driveways cause clearance to be less than that shown in the plans, the Contractor shall trim these trees also.

The Contractor shall use the Guide Lines laid out in the "Grounds for Gardening a Horticultural Guide", by the University of Missouri-Columbia extension division and the Natural Target provided by Missouri Department of Conservation to trim the trees. These documents are attached as an Exhibit to these special provisions - TREE TRIMMING SPECIAL PROVISIONS. There shall be no direct payment for compliance with this special provision as this work shall be considered incidental to and completely covered by other bid items.

49. PLANT MIX BITUMINOUS PAVEMENT

A commercial mix asphalt shall be used which will meet all the requirements of Sec. 401 of the MoDOT Standard Specifications. Aggregate Gradation for BP-2 mix as outlined in Sec. 401 of the MoDOT Standard Specifications shall be used. The accepted quantity of plant mix bituminous pavement will be paid for at the contract unit price for each of the pay items included in the contract.

50. SAW CUTS

Saw cuts shall be performed at the transition between all new pavement and existing pavement whether or not so labeled on the plans. This includes asphalt and concrete surfacing. Saw cuts shall be full depth. The saw cuts shall include, but not be limited to, ends of project, side streets, driveways, sidewalks, and locations noted on the plans. Saw cuts shall be considered incidental to other work and shall not be paid for directly.

51. STORM WATER SYSTEM

Storm drains shall be constructed in accordance with the provisions of the MoDOT Standard Specifications with the exception that payment for storm drain items shall cover all labor, material, excavation, bedding, backfill, etc., required to construct the finished storm drains. This shall include any connections to existing pipes, inlets, or box culverts as indicated on the plans or as necessary to construct the finished system in place. No direct payment will be made for any such connections, materials, including but not limited to pipe collars, pipe bends, etc., or any work associated with such connections as it shall be considered incidental to the installation of other

storm water items.

Manhole steps shall be provided in all storm drain structures on the back side of the inlet. This includes, but is not limited to, drop inlets, junction boxes and area inlets.

Where storm drain excavation may impair the stability of utility poles, sign posts, underground utilities, etc., the Contractor shall take measures to brace and support such items until the trench has been backfilled. Trench backfill near such utilities shall be placed in 6 inch lifts and compacted using mechanical tampers to 95% of standard proctor maximum density.

The Contractor shall use 5/8" to 3/4" clean crushed gravel backfill or flowable backfill in all trenches under the pavement and curbs and at locations designated elsewhere in the contract, or in the plans. There shall be no direct payment for materials, labor, etc. necessary to provide this backfill in place as it shall be considered incidental to other items.

At the completion of the project, prior to acceptance, the Contractor shall clean out all new storm drain structures and pipes and all existing storm drain structures and pipes connected to the new system. These shall be cleaned free of silt, mud, debris, etc. and the material disposed of in a manner acceptable to the Engineer. No direct payment will be made for any of this cleaning work.

52. MAILBOX RELOCATION

Mail delivery must be maintained at all times. It shall be the Contractor's responsibility to provide this access and to relocate any mailboxes as required at no additional cost to their project. If mailboxes have to be temporarily relocated, the Contractor shall contact the post office prior to removal for specific location and instructions. Replacement of mailboxes to their original location shall be with all new posts and in accordance with postal regulations. Mailboxes which have been damaged during the project duration shall be replaced by the Contractor. No direct payment will be provided for mailbox removal or replacement.

53. LIME AND FERTILIZER

Lime and Fertilizer shall be in accordance with Missouri Standard Specifications for Highway Construction Section 801 and shall be modified to include the following:

Lime and fertilizer application rates are as follows:

Soil Neutralization: The rate of application of effective neutralizing material shall be 1200 lbs. per acre.

Commercial Fertilizer: In accordance with Section 801.2.3, the following fertilizer shall be applied at the rate specified:

Nitrogen (N)	80 lbs. per acre
Phosphoric Acid (P205)	80 lbs. per acre
Potash (K20)	80 lbs. per acre

Payment will be made on a plan quantity basis at the unit price per acre for the bid item "SEEDING". All costs associated with fertilizing and seeding shall be considered completely covered by the bid item "SEEDING".

54. <u>SEEDING</u>

Seeding shall be in accordance with Missouri Standard Specifications for Highway Construction Section 805 and shall be modified to include the following:

This work shall consist of preparing, liming and fertilizing the seed bed, and furnishing and sowing the specified seed mixture and mulching. The seed mixture shall be applied at a rate specified elsewhere in this contract.

It shall be the responsibility of the Contractor to notify the Engineer a minimum of 24 hours prior to beginning any final seeding operation. If such operations are to be performed on a Saturday, Sunday, or Monday, notification must be made to the Engineer by 12:00 PM of the preceding Friday. The Contractor shall receive approval from the Engineer of each area to be seeded prior to beginning any seeding activity. The lack of observation or inspection by the Engineer 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 Engineer may be ordered removed and replaced at the Contractor's expense.

The following seed mixtures shall be applied at the locations and rates specified:

TYPICAL MIX – For all land between Right of Way lines and temporary construction easement.

Mixture Rate		
Perennial Rye Grass	60%	120 lbs/acre
Red Fescue	30%	60 lbs/acre
Red Clover	<u>10%</u>	20 lbs/acre
TOTAL	100%	200 lbs/acre
**Must be seeded by the Broad	cast and	Roll method.

Payment will be made on a plan quantity basis at the unit price per acre for the bid item "SEEDING". All costs associated with fertilizing and seeding shall be considered completely covered by the bid item "SEEDING".

55. VEGETATIVE MULCH AND MULCH OVERSPRAY

Mulching shall be in accordance with Missouri Standard Specifications for Highway Construction Section 802 and shall be modified to include the following:

Payment will be made on a plan quantity basis at the unit price per acre for the bid item "SEEDING". All costs associated with furnishing and placing vegetative mulch and mulch overspray shall be considered completely covered by the bid item "SEEDING".

56. <u>HIGHWAY SIGNING</u>

Highway signing shall be in accordance with Missouri Standard Specifications for Highway Construction Section 903 and shall be modified to include the following:

Sign posts shall be 14 gauge, nominal 2-3/8 inch diameter triple galvanized steel with sign attachment brackets and clamps meeting the approval of the Engineer and shall be set in 30" of concrete.

Existing signs and posts that are removed shall be delivered by the Contractor to the County Courthouse or as directed by the Engineer.

Temporary signing and marking shall remain in place at all times during construction. Temporary signing shall be kept clean and visible through out construction. Failure to do so will result in work

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stoppage.

Payment will be made on a plan quantity basis at the unit price per each for the bid item "NEW ROADWAY SIGNS". All costs associated with highway signing shall be considered completely covered by the bid item "NEW ROADWAY SIGNS" or considered completely covered by the contract unit price for other items included in the contract.

57. LIQUIDATED DAMAGES SPECIFIED

If the project is not complete and open to traffic prior to the time allowed for completion as given elsewhere in the contract documents, the Owner, the traveling public, state and local Law Enforcement, Emergency Responders, and governmental authorities will be damaged in various ways, including but not limited to, increased construction administration cost, 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 as specified elsewhere in the contract documents for each day that the project is not complete and open to traffic.

The said liquidated damages will be assessed regardless of whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

58. CONTRACTOR FURNISHED BORROW

This article provides guidelines for obtaining environmental clearance for disturbed areas such as:

Borrow Sites, Haul Roads, Burn Pits, Staging Areas and Spoil Sites at project-specific locations.

The necessary clearances for disturbed areas such as those referenced above shall be obtained prior to using these areas for projects. The Contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or disturbed areas that have previously been cleared, precluding the need to address most, if not all, of the issues described below. The Contractor should include the federal project number on all correspondence. The following addresses the primary environmental issues related to clearance of disturbed areas such as borrow sites:

127.27.1 The Endangered Species Act

The Federal Endangered Species Act protects rare species and their habitats. The U.S. Fish and Wildlife Service (USFWS) administer the Act. Violations of this act can result in extensive project delays and severe fines. To determine if an activity will impact any rare species or their habitats, contact the Missouri Department of Conservation's Policy and Coordination Section at (573) 751-4115 to request a query of the MDC Heritage Database. All queries must be accompanied by a good quality map illustrating the location of the proposed site with a description of the activity. Allow at least three weeks for a response to all requests.

If there are no known records of rare species or sensitive habitats at the proposed site, and it is unlikely that any will be impacted by the activity, the Contractor will be given clearance to proceed. However, if rare species are known or likely to occur at the site, or known critical habitat exists, further coordination with MDC and the USFWS will be necessary. Written clearance from the U.S. Fish and Wildlife Service may be required before the project can proceed.

Missouri Department of Conservation (MDC) Planning Division P.O. Box 180

Jefferson City MO 65102-0180 Telephone Number (573) 751-4115 or FAX (573) 751-4495

U.S. Fish and Wildlife Service (FWS) Columbia Field Office 101 Park DeVille Drive - Suite A Columbia, MO 65203-0007 Telephone Number (573) 234-2131 or Fax (573) 234-2182

127.27.2 Floodplain/Regulatory Floodway

An evaluation of floodplain impacts is mandated by Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines. When available, flood hazard boundary maps (National Flood Insurance Program) and flood insurance studies for the project area are used to determine the limits of the base (100-year) floodplain and the extent of encroachment.

The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100-year) flood as the flood having a one percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The regulatory floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-year flood discharge can be conveyed without increasing the base flood elevation more than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues floodplain development permits. In the case of projects proposed within regulatory floodways, a "No-Rise" Certification, if applicable, should be obtained prior to issuance of a permit.

Questions regarding floodplain and regulatory floodway should be addressed to:

SEMA P.O. Box 116 Jefferson City MO 65102 (573) 526-9141

Documentation of consultation with SEMA regarding the presence of 100-year floodplain/regulatory floodway should be included in the final collection of information to be submitted to MoDOT staff.

127.27.3 Federal Emergency Management Agency (FEMA) Buyout Lands

The Flood Disaster Protection Act of 1973, as amended by the Disaster Relief and Emergency Assistance Act of 1988 (The Stafford Act), identified the use of disaster relief funds under Section 404 for the Hazard Mitigation Grand Program (HMGP), including the acquisition and relocation of flood damaged property. The Volkmer Bill further expanded the use of HMGP funds under Section 404 to "buy out" flood damaged property, which had been affected by the Great Flood of 1993.

There are numerous restrictions on these FEMA buyout properties. No structures or improvements may be erected on these properties unless they are open on all sides. The site shall be used only for open space purposes, and shall stay in public ownership. These conditions and restrictions (among others), along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors,

grantees, or assigns. Any decision involving these properties should take into consideration that 2-3 years is necessary to process an exemption from FEMA to utilize this parcel. This exemption would likely be a permanent easement rather than a transfer of property. If any proposed site is located on a FEMA buyout property, an alternative site should be chosen.

127.27.4 Farmland Protection

In order to comply with the Farmland Protection Policy Act, which has the purpose of minimizing Federal programs' contributions to the unnecessary and irreversible conversion of farmland caused by nonagricultural uses, the Form AD-1006 will need to be completed. This can be accomplished through coordination with United States Department of Agricultural (USDA)-Natural Resources Conservation Service (NRCS), and the completion of Form AD-1006. To receive the Form AD-1006, call the NRCS State office in Columbia at (573) 876-9411. An aerial map of the site or sites will also be required with the area to be disturbed identified on the map. This aerial map can be obtained from the local SCS office. In some areas of the state this office may be located in an adjoining county.

The Contractor will need to complete Parts I and III of Form AD-1006. The form should then be sent to the NRCS State Office for completion of Parts II, IV and V. The address for NRCS State Office is:

Mr. Dennis Potter State Soil Scientist Natural Resource Conservation Service 601 Business Loop 70 West Parkade Center, Suite 250 Columbia, MO 65203 1-573-876-9411

After the NRCS office returns the form, the Contractor will complete remaining Parts VI and VII. The Contractor will provide a copy of the completed form to the MoDOT district contact to document compliance with the Farmland Protection Policy Act.

127.27.5 Wetlands

Federal executive order has decreed a national policy of "no net loss of wetlands." Under this policy, impacts to wetlands must be avoided if at all practical. Where wetlands are impacted, these impacts must be mitigated by construction or enhancement of a like quantity **and** quality of new wetlands. For these reasons, avoiding impacts to wetlands is a primary goal.

To determine whether wetlands occur on a site, contact the USDA, NRCS. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available from county NRCS offices, usually located in the county seat. For all other non-farmland sites, consult the US Fish and Wildlife Service's Wetlands Map. If wetlands are identified on Food Security Act wetland maps, a site visit may be needed to confirm the location of wetlands. If there are no wetland impacts, no other action need be taken.

If there are any questions about the extent of wetlands in the event that wetlands cannot be avoided, contact the U.S. Army Corps of Engineers (COE). If wetlands cannot be avoided, a COE Section 404 permit would be processed through the appropriate COE district. There are five COE districts in Missouri. Information about COE district locations, addresses and phone numbers is available on the COE website.

127.27.6 Water Quality/Land Disturbance

The National Pollutant Discharge Elimination Systems (NPDES) program regulates construction activities where 1 acre or more of land is disturbed. If the project proponent has a general NPDES permit for all of their construction activities, this is adequate. If the project proponent does not have a valid general permit and the site to be disturbed is greater than 1 acre in size, a project-specific NPDES permit from DNR is required. If the project is entirely within MoDOT right of way, the sponsor may use MoDOT's general permit. In either case, the sponsor will need to develop a site-specific stormwater pollution prevention plan for the project. The sponsor shall contact the Missouri Department of Natural Resources (DNR) NPDES Storm Water Program office at (573) 751-1300 or (800) 361-4827 for further directions. A few cities (Kansas City, Columbia, and others) and counties have obtained their own land disturbance permits from DNR for generic land disturbance purposes; see additional discussion on stormwater and erosion control in 136.4 Environmental and Cultural Requirements of the LPA Policy.

127.27.7 Hazardous Waste Sites

More than likely, areas to be disturbed will be located in rural areas that have been used for agriculture or similar purposes. Hazardous wastes are most typically associated with commercial or previous industrial properties.

If the proposed area is basically farmland or pasture, and has not been used for any commercial activity or dumping, hazardous wastes are unlikely. The Contractor should simply document the existing and historic land use of the parcel and tell how this assessment was obtained.

In nonrural, suburban or commercial areas a nonintrusive investigation may be used to "diagnose" the environmental conditions of a selected site. The following is a list of suggested items, but not inclusive, for a cursory nonintrusive investigation.

Examine any noticeable contamination in the form of surface staining, oil sheen, odors, stressed vegetation, spills, leaks, illegal dumping, etc.

Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.

Consult with local and state (Missouri Department of Natural Resources, Hazardous Waste Program, 573-751-3176) environmental regulatory agencies to identify if any past problems (complaints, citations, etc.) have occurred at the site, if any permits/licenses have been filed for the site, or if enforcement actions have occurred.

If the above analyses produce negative results, the Contractor should provide documentation to the MoDOT Design Division-Environmental Section as to who was contacted and the results of the contact. However, if through the search for information described above, potential problems are identified, it would be wise to locate another site.

The potential to encounter wastes from sites that are unknown should always be a consideration. Any unknown sites that are found will be handled in accordance with Federal and State Laws and Regulations.

127.27.8 Historic Preservation

All jobs requiring environmental clearance for historic preservation (archaeological sites, buildings, and structures) must be reviewed and approved by the State Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a

proposed site for cultural resources, a "Section 106 Project Information Form" must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of any structures that will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the SHPO website or requested from the SHPO by telephone, (573) 751-7858, or mail:

Missouri Department of Natural Resources State Historic Preservation Office Attn: Section 106 Review P.O. Box 176 Jefferson City, MO, 65102-0176

Based on the information supplied, SHPO may clear the project at that time or request that the Contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A listing of currently acceptable and available archaeological consultants who can complete a survey if required can be viewed at the SHPO's website. Any questions can be directed to the Design Division-Historic Preservation Section, at (573) 751-0473.

127.27.9 Public Land

If borrow sites are proposed on any publicly owned land, contact the <u>MoDOT district</u> <u>representative</u> before proceeding. Section 4(f) of the Department of Transportation Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoid "use" or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

Once the Contractor has obtained all of the above information, it should be provided to the Engineer at Great River Engineering. The transmittal letter must include **county**, **route and job number** of the project, along with a map depicting the location and limits of the site(s).

59. <u>PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE</u> <u>SERVICES OR</u> EQUIPMENT

In compliance with 2 CFR 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, the Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

60. ANTI-DISCRIMINATION AGAINST ISRAEL CERTIFICATION

By signing this contract, the Company certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value

of less than One Hundred Thousand Dollars (\$100,000) or to Contractors with fewer than ten (10) employees.

61. <u>GROUND TIRE RUBBER (GTR) DRY PROCESS MODIFICATION OF BITUMINOUS</u> <u>PAVEMENT MATERIAL</u>

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

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

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

2.2 General. GTR shall be produced from processing automobile or truck tires by ambient or cryogenic grinding methods. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. GTR shall also meet the following material requirements:

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

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

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

Table 2 – GTR Gradation			
Sieve Percent Passing by Weig			
No. 20	100		
No. 30	98-100		
No. 40	50-70		
No. 100	5-15		

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

4.0 Feeder System. Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within \pm 3 percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and

shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

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

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

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

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

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

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

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

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

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

8.2.1 GTR SPG shall be 1.15

8.3 VMA shall be calculated as follows:

 $VMA = 100 - G_{mb}(P_s/G_{sb} + P_{GTR}/G_{GTR})$

where: $P_s = percent \ aggregate \ by \ total \ mixture \ weight$ $P_{GTR} = percent \ GTR \ by \ total \ mixture \ weight$ $G_{sb} = bulk \ specific \ gravity \ of \ the \ combined \ aggregate$ $G_{GTR} = \ GTR \ specific \ gravity$

8.4 Gse shall be calculated as follows:

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

8.5 P_{be} shall be calculated as follows:

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

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

Contract Binder Grade	Percent Effective Virgin Binder Replacement Limits	Required Virgin Binder Grade	Minimum GTR Dosage Rate
PG 76-22	0 - 20	PG 76-22	5%
PG 70-22	0 - 20	PG 64-22	10%
DC 70 22	0 - 30	PG 64-22	5%
PG 70-22 0 - 30	PG 58-28	10%	
PG 64-22	0 - 40*	PG 58-28	5%
PG 04-22	0 - 40	PG 52-34	10%
PG 58-28 0 - 40*	0 40*	PG 52-34	5%
	0 - 40"	PG 46-34	10%

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

62. TREE CLEARING RESTRICTION

1.0 Description. The project is within the known breeding range of the federally endangered Indiana bat. To avoid possible impacts to roosting Indiana bats, no tree clearing will be allowed between April 1 and October 31.

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from compliance with this provision.

63. FINAL ACCEPTANCE AND PAYMENT

If the final documents are not completed and ready for project closeout, within 60 calendar days of final acceptance of the project, the Contractor shall pay to the Contracting Authority the amount specified as liquidated damages and as a penalty for each Calendar Day until the final payment documents are completed and ready for final payment. The amount of liquidated damages shall be deducted from any payments due or to become due to the Contractor. Final documentation shall include but not be limited to the following:

- 1. An affidavit, on the form prescribed by the Contracting Authority, to the effect that all payments have been made and all claims have been released for all material, labor and other items covered by the contract bond.
- 2. A Certification, on the form prescribed by the Contracting Authority, showing the actual final DBE participation on the project including name of DBE, type of work and amount paid to each DBE firm.

- 3. An affidavit, on the form prescribed by the Contracting Authority, to the effect that all workers have been paid in compliance with prevailing wage requirements within the contract.
- 4. Any other documents that may be required by the contract.

64. CONTRACT EXECUTION REQUIREMENTS

Due to the funding mechanisms supporting this project, the County is obligated to have an executed agreement in place for this project by December 31, 2024. Consequently, the selected contractor must submit all required bonds, insurance documentation, and a signed contract to Great River Engineering no later than December 24, 2024. The Notice of Award is expected to be issued on December 20, 2024.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 022 CHRISTIAN 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 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for CHRISTIAN County

	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate \$24,45*
Asbestos Worker	
Boilermaker	\$24.45*
Bricklayer-Stone Mason	\$24.45*
Carpenter	\$49.60
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$39.48
Plasterer	
Communication Technician	\$24.45*
Electrician (Inside Wireman)	\$47.72
Electrician Outside Lineman	\$24.45*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$24.45*
Glazier	\$44.09
Ironworker	\$65.89
Laborer	\$39.20
General Laborer	\$00.20
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$24,45*
Marble Mason	ψ2 τ. τ σ
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
	\$37.47
Operating Engineer	\$37 <u>.</u> 47
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.08
Plumber	\$52.00
Pipe Fitter	
Roofer	\$24.45*
Sheet Metal Worker	\$48.94
Sprinkler Fitter	\$24.45*
Truck Driver	\$24.45*
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 RSMo Section 290.210.

Heavy Construction Rates for CHRISTIAN County

	**Prevailing
OCCUPATIONAL TITLE	Hourly
	Rate
Carpenter	\$24.45*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$24.45*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.47
General Laborer	
Skilled Laborer	
Operating Engineer	\$51.80
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$24.45*
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. 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.

ANNUAL WAGE ORDER NO. 31

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first; The last Monday in May; July fourth; The first Monday in September; November eleventh; The fourth Thursday in November; and December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



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 t	he
(Name)		
of	; (2) all requirements	of
(Title)	(Name of Company)	
8 200 210 · 200 240 DOM		

§§ 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)

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



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS **PREVAILING WAGE PROJECT NOTIFICATION – CONTRACTOR INFORMATION**

The information below is requested pursuant to Sections 290.210 through 290.340, RSMo.

1. Date of Notification			2. A	Annual Wage Orde	er Number Included in Bid Specifications
3. Popular or Descriptive N	ame of Project				
4. Estimated Project Cost of	f Completion (total	construction contracts t	o be awarde	d) \$	
5. Exact Location of Projec	t				
<u>County</u>		<u>City</u>			<u>Township</u>
6. Official Name of Public	Body or Agency				
7. Name of Contact Person					8. Phone Number (<i>include area code</i>)
9. Address					
10. E-mail Address			We	bsite	
11. Anticipated Date for So	liciting or Advertisir	ng for Bids	12.	Contract Award I	Date
13. Estimated Start Date of	Work 14. Esti	mated Date of Project C	ompletion	15. Will There B	Be Any Federal Funds Used in this Contract?
16. Contractor Information	Notification			•	
General Contractor:	Name				
	Address				
	City			State	ZIP
	Type of Craftsme	n Needed by Project			
List all Subcontractors:	NT				
	A d duoses				
	Phone Number				
	Type of Craftsme				
	Scope of Work				
	Name				
	Address				
	City			State	ZIP
	Phone Number		E-mail Ad		
		n Needed by Project	-		
	Scope of Work				
	•				

The state of Missouri requires workers on public works projects be paid the prevailing wage. Public bodies have duties as required under Section 290.210 - 290.340, RSMo.

Mail, Fax, or E-mail completed form to:

Fax: 573-751-3721

DIVISION OF LABOR STANDARDS

Attn: Prevailing Wage Section P.O. Box 449 Jefferson City, MO 65102-0449

Phone: 573-751-3403

E-mail: prevailingwage@labor.mo.gov Website: www.labor.mo.gov/DLS

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



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS DIVISION OF LABOR STANDARDS CONTRACTOR INFORMATION NOTIFICATION

Instructions to Public Body: Please use this form whenever you award a contract. This form helps you keep better track of contractors working on your public works projects covered by the Missouri Prevailing Wage Law.

You should have already requested an Annual Wage Order from the Division of Labor Standards and included the entire Annual Wage Order into your bid specifications. (See RSMo 290.250). You should have also notified the Division of your prevailing wage project with a Project Notification. Form PW-2.

Date	Annual Wage Order No.					
Name of Public Body	Name of Public Body Awarding Contract					
Street Address	City	State	Zip Code	County		
Project Name/Descri	ption (as shown on Project No	otification Form PW-2 pre	eviously submitte	d)		
Project Location						
,,	Street	City		********		
	County	State	Zip Co	ode		
General Contractor						
	Name					
	Charact					
	Street					
	City	State	Zip C	nde		
	ony	Oluit	Zip O			
	Bid Price					
All Subcontractors (Name	Write N/A, if none) Address		P	id Price		
Name	Address		b			
			*****	,		

The state of Missouri requires workers on public works projects be paid prevailing wage. Public bodies have certain duties required to fulfill under this law. (Section 290.210-290.340 RSMo).

Missouri Department of Labor and Industrial Relations DIVISION OF LABOR STANDARDS P.O. Box 449 Jefferson City, MO 65102-0449 573-751-3403 573-751-3721 Fax E-mail: laborstandards@dolir.state.mo.us www.dolir.mo.gov/ls

Contractor's Affidavit Regarding Settlement of Claims

ROCHESTER ROAD STORMWATER IMPROVEMENTS

(To be executed and filed in duplicate)

, 20_____

To the _____

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 bailer, have been paid and discharged.

		Contractor	
	By(Title)		
		(Title)	
STATE OF MISSOURI)) ss.	• • • • • • • • • • • • • • • • • • • •	· • • • • • • • • • • • • • • • • • • •	••••••
) ss. Christian County)			
Subscribed and sworn to before me this	day of		, 20, at
Notary Public			
(SEAL)			
My Commission expires	, 20		DUNTY COMMISSION
			NCE AND AFFIDAVIT

Final Receipt of Payment and Release Form

KNOW ALL PERSONS BY THESE PRESENTS THAT: _____

hereinafter called "Subcontractor", who heretofore entered into a subcontract with

hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled: Rochester Road Stormwater Improvements for Christian County Commission (Owner) which said subcontract is by the reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

- 1. ACKNOWLEDGE that he has been paid in full all sums due him for everything done by him, or done by his subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
- 2. RELEASE and fully, finally and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its subcontractors, material vendors, equipment and fixture suppliers, agents and employees, in the performance of or connected with its / their performance of said work, or otherwise.
- 3. REPRESENT that all his employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED this day of	, 20
-------------------	------

(Name of Subcontractor)

BY:

(Typed or Printed Name)

(Signature)

Title:

Applicable Environmental and Cultural Permits and Clearances - Christian County Rochester Road Stormwater Improvements

ROCHESTER ROAD STORMWATER IMPROVEMENTS

Refer to attached permits/reports:

Missouri Department of Natural Resources SHPO USACOE 404 MDC Heritage Report US Fish and Wildlife Report FWS Clearance Letter Asbestos and Lead Letter

Michael L. Parson Governor



Dru Buntin Director

April 5, 2024

Great River Engineering Attn: Aaron Benson 2826 S. Ingram Mill Springfield, MO 65804

Re: SHPO Project Number: 005-CN-24 – Rochester Road Stormwater Improvements, Rochester Road, Sparta, Christian County, Missouri

Dear Aaron Benson:

Thank you for submitting information to the State Historic Preservation Office (SHPO) regarding the above-referenced project for review pursuant to Section 106 of the National Historic Preservation Act, P.L. 89-665, as amended (NHPA), and the Advisory Council on Historic Preservation's regulation 36 CFR Part 800, which require identification and evaluation of historic properties.

We have reviewed the information regarding the above-referenced project and have included our comments on the following page(s). Please retain this documentation as evidence of consultation with the Missouri SHPO under Section 106 of the NHPA. SHPO concurrence does not complete the Section 106 process as federal agencies will need to conduct consultation with all interested parties. Please be advised that, if the current project area or scope of work changes, such as a borrow area being added, or cultural materials are encountered during construction, appropriate information must be provided to this office for further review and comment.

If you have questions please contact the SHPO at (573) 751-7858 or call/email Amy Rubingh, (573) 751-4589, amy.rubingh@dnr.mo.gov. If additional information is required please submit the information via email to MOSection106@dnr.mo.gov.

Sincerely,

STATE HISTORIC PRESERVATION OFFICE

Brik De

Brian Stith Deputy Director Division of State Parks and Deputy Missouri State Historic Preservation Officer

c: John Cahill, Great River Engineering

April 5, 2024 Aaron Benson Page 2 of 2

SHPO Project Number: 005-CN-24 – Rochester Road Stormwater Improvements, Rochester Road, Sparta, Christian County, Missouri

COMMENTS:

Adequate documentation has been provided as outlined in 36 CFR Section 800.11. After review of the initial submission, the project area has no known historic properties present and a low potential for the occurrence of cultural resources. SHPO concurs with your determination of **No Historic Properties Affected**.



March 5, 2024

Re: Memo for Record - Justification for No Pre-Construction Notification Christian County Low Water Crossing Replacement & Stormwater Improvements Project Rochester Road over Unnamed Tributary

To Whom it May Concern:

Reference the stipulations in the U.S. Army Corps of Engineers (USACE) Nationwide Permit 14 (NWP 14), Linear Transportation, the Christian County Rochester Road over an unnamed tributary Low Water Crossing Replacement & Stormwater Improvements Project is not anticipated to cause: 1) dredged/removal or fill materials that will result in a loss of non-tidal waters of the United States by more than 1/2-acre, 2) loss of waters of the United States by more than 1/10-acre, and 3) wetland losses that exceed 1/10-acre. The total loss of waters for this project, as designed based on area of disturbed activity within the streambed and streambanks is 0.026 acres. The area of disturbed activity conservatively encompasses the area between the top of the streambanks and the streambed. There are no wetlands identified within the project area per the U.S. Fish and Wildlife's National Wetlands Inventory, and the site has been surveyed for evidence of wetlands per USACE guidance with no such evidence of wetlands observed or encountered. Because the features of this project area are less than the specified thresholds that require Pre-Construction Notification (PCN) for NWP 14, a PCN to USACE is not necessary for this project. Though a PCN is not required for this project, the sponsor will comply with NWP 14 general conditions and Missouri regional conditions for NWPs.

If you have any questions or require additional information, please feel free to contact our office at (816) 436-4440.

Sincerely,

John Cahill, P.E. Project Manager

	(5/3) 522 - 4115 ext 31				
Aaron Benson	NHR ERT ID:	14090	NHR ERT Level:	2	
abenson@greatriv.com	Project type:	Transportation, R	loads		
Great River Engineering	Location/Scope:	Township 27N, Range 20W, & Sections 20 and 21;			
	County:	Christian			
	Project Title:	Christian County Rochester Road Stormwater			
		Improvements			
	Query received:	2/22/2024			

This NATURAL HERITAGE REVIEW is not a site clearance letter. Rather, it identifies public lands and records of sensitive resources located close to and/or potentially affected by the proposed project. If project plans or location change, this report may no longer be valid. Because land use conditions change and animals move, the existence of an occurrence record does not mean the species/habitat is still present. Therefore, reports include information about records near but not necessarily on the project site. Lack of an occurrence record does not mean that a sensitive species or natural community is not present on or near the project area. On-site verification is the responsibility of the project. These records serve as one reference and additional information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Look for additional information about the biological and habitat needs of records listed to avoid or minimize impacts. More information is at <u>Natural Areas | Missouri Department of Conservation (mo.gov)</u> and <u>Missouri Fish and Wildlife Information System (MOFWIS)</u>.

Level 3: Records of <u>federal-listed</u> (also state-listed) species or critical habitats near the project site:

Natural Heritage records identify Tri-Colored Bats occur within 4 miles of the project area:

- Tri-colored Bats occur in Christian County and could occur in the project area. This species has been significantly impacted by White-nose syndrome. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor these species, especially from September to April. If any trees need to be removed by your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 Ext. 100) for further coordination under the Endangered Species Act.
 - Tri-colored bats (*Perimyotis subflavus*, federally proposed endangered) hibernate in winter in the most humid and warm parts of caves and mines. In summer, they roost in trees, bridges, culverts, in crannies about cliffs or buildings, in barns, or sometimes in high domes of caves.

Natural Heritage records identify Virginia Sneezweed occurs within 4 miles of the project area:

Virginia sneezeweed: There is a record of Virginia sneezeweed (*Helenium virginicum*, federal-) near the project site. Virginia sneezeweed is an herbaceous perennial that blooms in late summer, primarily mid-August through October. It superficially resembles the common sneezeweed, *Helenium autumnale*. Virginia sneezeweed occurs in moist areas in full sun and may be found in disturbed areas, such as grazed pastures or roadsides, as well as in more natural settings near sinkhole ponds. Its current known distribution includes a small area in Virginia and six counties in south-central Missouri. More information, including best management practices, is available at https://mdc.mo.gov/sites/default/files/downloads/Virginia%20Sneezeweed.pdf. Since this is federally listed, consultation with U.S. Fish and Wildlife Service (101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132) is appropriate.

Prepared October 31, 2024; Benson_Christian_Stormwater - Christian County Rochester Road Stormwater Improvements Page 1 of 4

FEDERAL LIST species/habitats are protected under the Federal Endangered Species Act. **Contact U.S. Fish & Wildlife Service** (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; 573-234-2132) for Endangered Species Act coordination and concurrence information).

Level 2: Records of <u>state-listed</u> (not federal-listed) endangered species AND / OR <u>state-ranked</u> (not state-listed endangered) species and natural communities of conservation concern. The Department tracks these species and natural communities due to population declines and/or apparent vulnerability.

Natural Heritage records indicate the following state-ranked species near the project area:

Scientific Name	Common Name	State Rank	Proximity (miles)	Primary Habitat
Ambystoma tigrinum	Eastern Tiger Salamander	S3	<4	Savanna/Shrub/Woodland matrix, Grassland matrix, Wetland matrix
Eurycea spelaea	Grotto Salamander	S2S3	<4	Cave, Spring/spring branch
Noturus flavater	Checkered Madtom	S3S4	<2	River/stream
Cambarus setosus	Bristly Cave Crayfish	S3	<3	Cave
Faxonius williamsi	Williams' Crayfish	S2	<4	River/stream, Spring/spring branch
Stenonema bednariki	A Heptageniid Mayfly	S3	<3	River/stream
Carex alata	Broadwing Sedge	S2S3	<5	Sinkhole pond, Swamp, Shallow oxbow/slough, Wet ditches, Forest bottomland
Leptoxis arkansensis	Arkansas Mudalia	S1 🥌	<3	River/stream
Matteuccia struthiopteris var. pensylvanica	Ostrich Fern	S2	<5	Forest bottomland
Melothria pendula	Creeping Cucumber	S3	<4	Forest bottomland
Alasmidonta viridis	Slippershell Mussel	S1	<2	River/stream
Toxolasma lividum	Purple Lilliput	S1	<5	River/stream

State Rank Definitions:

- S1: Critically imperiled in the state because of extreme rarity of or because of some factor(s) making it especially vulnerable to extirpation from the state. Typically, 5 or fewer occurrences or very few remaining individuals (<1,000).
- S2: Imperiled in the state because of rarity or because of some factor(s) making it very vulnerable to extirpation from the state (6 to 20 occurrences or few remaining individuals).
- S3: Vulnerable in the state either because rare and uncommon, or found only in a restricted range (even if abundant at some locations), or because of other factors making it vulnerable to extirpation. Typically 21 to 100 occurrences or between 3,000 and 10,000 individuals.
- S4: Uncommon but not rare, and usually widespread in the nation or state. Possible cause of long-term concern. Usually more than 100 occurrences and more than 10,000 individuals.
- S#S#: Range Rank: A numeric range rank (e.g., S2S3) is used to indicate the range of uncertainty about the exact status.
- ?: Denotes inexact or uncertain numeric rank.
- SU: Currently unrankable due to lack of information or due to substantially conflicting information about status or trends.

There are no regulatory requirements associated with this status, however we encourage voluntary stewardship to minimize the risk of further decline that could lead to listing.

STATE ENDANGERED species are protected under the Wildlife Code of Missouri (3CSR10-4.111). See the <u>Missouri Species And Communities Of Conservation Concern Checklist (mo.gov)</u> for a complete list.

General recommendations related to this project or site, or based on information about the historic range of species (unrelated to any specific Natural Heritage records):

- Stormwater Structures: To minimize potential impacts to fish and wildlife, the use of structures that allow adequate passage of sediment and aquatic organisms is recommended. This can be accomplished by using an appropriately sized opening in the structure to fit to the stream channel and volume of flow. Additionally, bottomless type structures or structures with a bottom that is set below the existing stream bed grade to provide aquatic organism passage are recommended.
- Northern Long-eared Bats, Little Brown Bats, and Tri-colored Bats occur in Christian County and could occur in the project area. These species have been significantly impacted by Whitenose syndrome. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor these species, especially from September to April. If any trees need to be removed by your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 Ext. 100) for further coordination under the Endangered Species Act.
 - Northern Long-eared Bats (*Myotis septentrionalis*, federal-listed endangered) hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams.
 - Tri-colored bats (*Perimyotis subflavus*, federally proposed endangered) hibernate in winter in the most humid and warm parts of caves and mines. In summer, they roost in trees, bridges, culverts, in crannies about cliffs or buildings, in barns, or sometimes in high domes of caves.
- Gray Bats: Gray Bats (*Myotis grisescens*, federal and state-listed endangered) occur in Christian County and could occur in the project area, as they forage over streams, rivers, and reservoirs. Avoid entry or disturbance of any cave inhabited by gray bats and when possible retain forest vegetation along the stream and from the gray bat cave opening to the stream. Please see <u>Best Management Practices for Construction and Development Projects Gray bat (mo.gov)</u>.
- Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, larvae, and aquatic plant material may be moved to new sites on boats or construction equipment, so inspect and clean equipment thoroughly before moving between project sites.
 - Remove any mud, soil, trash, plants (or plant material) or animals from equipment before leaving any water body or work area.
 - Drain water from boats and machinery that has operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
 - When possible, wash and rinse equipment thoroughly with hard spray or HOT water (≥140° F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.

These recommendations are ones project managers might prudently consider based on a general understanding of species needs and landscape conditions. Natural Heritage records largely reflect sites visited by specialists in the last 30 years. Many privately owned tracts have not been surveyed and could host remnants of species once but no longer common.





United States Department of the Interior

FISH AND WILDLIFE SERVICE Missouri Ecological Services Field Office 101 Park Deville Drive Suite A Columbia, MO 65203-0057 Phone: (573) 234-2132 Fax: (573) 234-2181



In Reply Refer To:09/04/2024 21:48:24 UTCProject Code: 2024-0052685Project Name: Christian County Rochester Road Stormwater Improvements

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through IPaC by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)

(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at: https://www.fws.gov/sites/default/files/documents/endangered-species-consultation-handbook.pdf

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts, see <u>Migratory Bird Permit | What We Do | U.S. Fish & Wildlife</u> <u>Service (fws.gov)</u>.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures, see https://www.fws.gov/library/collections/threats-birds.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit <u>https://www.fws.gov/partner/council-conservation-migratory-birds</u>.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office. Attachment(s):

Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Missouri Ecological Services Field Office

101 Park Deville Drive Suite A Columbia, MO 65203-0057 (573) 234-2132

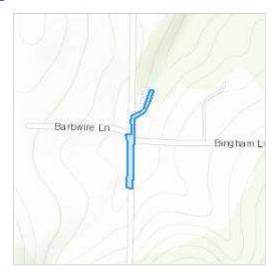
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PROJECT SUMMARY

Project Code:	2024-0052685
Project Name:	Christian County Rochester Road Stormwater Improvements
Project Type:	Stormwater Discharge
Project Description:	Install culverts and grade to improve storm ditches along roadway of
	approximately 733 feet and project area approximately 0.6 acres; with
	construction planned in summer/fall 2024.

Project Location:

The approximate location of the project can be viewed in Google Maps: <u>https://www.google.com/maps/@37.0224341,-93.14012333415343,14z</u>



Counties: Christian County, Missouri

ENDANGERED SPECIES ACT SPECIES

There is a total of 7 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

1. <u>NOAA Fisheries</u>, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Gray Bat <i>Myotis grisescens</i> No critical habitat has been designated for this species. Species profile: <u>https://ecos.fws.gov/ecp/species/6329</u>	Endangered
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location does not overlap the critical habitat. Species profile: <u>https://ecos.fws.gov/ecp/species/5949</u> General project design guidelines: <u>https://ipac.ecosphere.fws.gov/project/6CSCAGZX2BATBJ2RFERYCSV54I/documents/</u> <u>generated/7280.pdf</u>	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: <u>https://ecos.fws.gov/ecp/species/10515</u>	Proposed Endangered
REPTILES NAME	STATUS
Alligator Snapping Turtle <i>Macrochelys temminckii</i> No critical habitat has been designated for this species. Species profile: <u>https://ecos.fws.gov/ecp/species/4658</u> FISHES	Proposed Threatened
NAME	STATUS
Ozark Cavefish <i>Amblyopsis rosae</i> No critical habitat has been designated for this species. Species profile: <u>https://ecos.fws.gov/ecp/species/6490</u> INSECTS	Threatened
NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: <u>https://ecos.fws.gov/ecp/species/9743</u>	Candidate
FLOWERING PLANTS NAME	STATUS
Virginia Sneezeweed Helenium virginicum No critical habitat has been designated for this species. Species profile: <u>https://ecos.fws.gov/ecp/species/6297</u>	Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency:County of ChristianName:Aaron BensonAddress:2826 S. Ingram Mill Road, Springfield, MO 65804City:SpringfieldState:MOZip:65804Emailabenson@greatriv.comPhone:4178867171

LEAD AGENCY CONTACT INFORMATION

Lead Agency: County of Christian

Project Overview

The sponsor for this project is Christian County. This stormwater replacement project on Rochester Road is located approximately 5 miles northwest of Sparta, MO, at Latitude: N 37.022381°, Longitude: W 93.140091° and Sections 20 & 21 of Township 27N and Range 20W.

This project involves replacing the existing bridge with a new two-lane, single-span bridge, 70 feet in length and 24 feet in width, single span design, and approach roadway on the existing roadway alignment. Project includes rock blankets installed at bases of bridge end bents and grading for stormwater runoff along approach roadway. All roadways will remain two-lane.

U.S. Fish and Wildlife Service

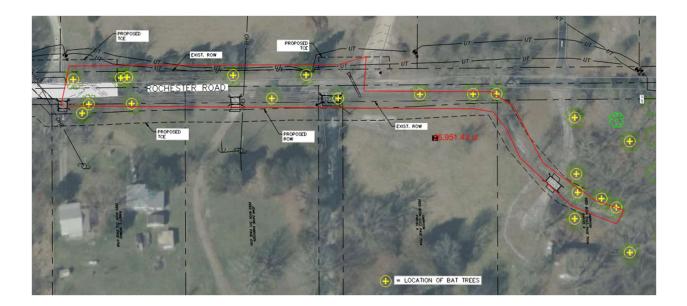
Using the USFWS website, an official species list was obtained for the project limits. This list can be found in Appendix A.

Missouri Department of Conservation

The Natural Heritage Review Report (NHRR) is forthcoming from MDC. This report (can be found in Appendix B. when available).

Tree Clearing

There are 15 bat suitable roosting trees required to be cleared for this project as shown in the locations below. All trees for this project will be cleared during the non-roosting season for bat species: October 16 - March 31.



The USFWS Species Report states: "Species on this list should be considered in an affects analysis for your project and could include species that exist in another geographic areas." There are no critical habitats within the project area. Species listed are: Gray Bat, Indiana Bat, Northern Long-eared Bat, Tricolored Bat, Alligator Snapping Turtle, Ozark Cavefish, Monarch Butterfly, and Virginia Sneezeweed.

The MDC NHRR is forthcoming.

Proper erosion control BMPs will be utilized throughout project construction, and minimal sedimentation is anticipated downstream.

Table 1: Habitat and Effects Determination for Listed T&E Species

Species and/or Critical Habitat	Habitat Requirements	Habitat Present within Study Area	Conservation Measures	Effects Determination
Gray Bat Myotis grisescens	Gray bats live in caves year- round. During the winter, gray bats hibernate in deep, vertical caves. In the summer, they roost in caves with are scattered along rivers.	From the USFWS official species list, it was determined that no critical habitat has been designated for Gray Bats. Gray Bats could occur in the project area, as they forage over streams, rivers, and reservoirs.	No known caves or karst features within project area. All trees for this project will be cleared during the non- roosting season for bat species: October 16 - March 31.	No Effect
Indiana Bat & Northern Long- eared Bat Myotis sodalis and Myotis septentrio nalis	Indiana and Northern Long- eared Bats hibernate in caves or mines only during the winter. The rest of the year they roost under loose tree bark in tree crevices or cavities during the day and forage around tree canopies of floodplain, riparian, and upland forest at night. Tree which should be considered potential roosting habitat include those exhibiting loose or shaggy bark, crevices, or hollows. Tree species often include, but are not limited to: shellbark or shagbark hickory, white oak, cottonwood, and maple.	From the USFWS official species list, it was determined that no critical habitat has been designated for Northern Long-eared Bats, and that there is final critical habitat for the Indiana Bats but this project location does not overlap the critical habitat. Some trees and brush that will be cleared does have loose or shaggy bark, crevices and or hallows. The riparian coverage is suitable for bat foraging. Tree and brush that will be cleared are suitable bat habitat.	All trees for this project will be cleared during the non-roosting season for bat species: October 16 - March 31.	May Effect, but Not Likely to Adversely Effect

Species and/or Critical Habitat	Habitat Requirements	Habitat Present within Study Area	Conservation Measures	Effects Determination
Tricolored Bat Perimyotis subflavus	During the winter, tricolored bats are often found in caves, abandoned mines, and road- associated culverts where they exhibit shorter torpor bouts and forage during warm nights. During the spring, summer, and fall, tricolored bats are found in forested habitats where they roost in trees, primarily among leaves of live or recently dead deciduous hardwood trees, but may also be found in Spanish moss, pine trees, and occasionally human structures.	From the USFWS official species list, no critical habitat has been designated for this species.	All trees for this project will be cleared during the non-roosting season for bat species: October 16 - March 31.	Not Likely to Jeopardize
Alligator Snapping Turtle Macrochel ys temmincki i	Preferred habitats include deep sloughs, oxbow lakes, and deep pools of large rivers. Other habitats include reservoirs and upland Ozark streams. Movements of this turtle species throughout the river channel can be extensive; an individual can range across more than 15 miles along a river over a three-year period.	From the USFWS official species list, no critical habitat has been designated for this species	During construction, river crossings and disturbance will be minimized.	May Effect, but Not Likely to Adversely Effect
Ozark Cavefish Amblyopsi s rosae	The Ozark Cavefish lives in caves, sinkholes, and underground springs/aquifers that are untouched by light.	From the USFWS official species list, no critical habitat has been designated for this species.	No known caves, sinkholes, and underground springs/aquifers identified on the project site. During construction, river crossings and disturbance will be minimized.	No Effect

Species and/or Critical Habitat	Habitat Requirements	Habitat Present within Study Area	Conservation Measures	Effects Determination
Monarch Butterfly Danaus plexippus	Open fields, roadside areas, open areas, wet areas or urban gardens, milkweed and flowering plants. Adult monarchs feed on the nectar of many flowers during breeding and migration, but they can only lay eggs on milkweed plants. For overwintering monarchs, habitat with a specific microclimate is needed for protection from the elements, as well as moderate temperatures to avoid freezing.	Candidate species and not yet listed or proposed for listing. Neither section 7 of the Endangered Species Act nor the implementing regulations for section 7 contain requirements for federal agencies with respect to candidate species.	When working with other agencies, U.S. Fish and Wildlife Services Ecological Services field offices will recommend ways to reduce adverse effects and/or request studies as appropriate.	No Effect
Virginia Sneezewe ed Helenium virginicum	Herbaceous, fibrous-rooted perennial that grows up to 5 feet in height. Preferred habitat includes shorelines and plains around sinkholes, low lying fields, ponds, and wet meadows.	From the USFWS official species list, it was determined that Virginia Sneezeweed should be considered in an effects analysis. No critical habitat has been designated for species.	No identified sinkholes, low lying fields, ponds, and wet meadows within project site.	No Effect

Appendix

A: USFWS Species List

B: MDC NHRR

March 18th, 2024



Mr. Lynn Morris Christian County Presiding Commissioner 100 West Church St., Room 100 Ozark, MO 65721

RE: Asbestos & Lead Inspection Results Christian County Low Water Crossing over Unnamed Tributary Rochester Road, Sparta, Christian County, Missouri GRE Project No. 4448.01

On March 5, 2024, Great River Engineering provided asbestos and lead inspection services at the above referenced location. The bridge was inspected for suspect asbestos-containing materials (ACM), to visually identify readily accessible suspect ACM, collect bulk samples, and provide laboratory analysis for asbestos content determination. Sample locations and estimated material quantities were documented for bulk samples collected from suspect materials. The purpose of the inspection was to determine the location of ACM so that it may be removed prior to demolition activities of the bridge.

ACM is defined as any material that contains more than one percent asbestos. ACM is then classified as either a friable ACM (material that can be crumbled, pulverized, or reduced to powder by hand pressure) or a non-friable material. Non-friable may further be defined as a Category I (packings, gaskets, resilient floor covering, and asphalt roofing products), or Category II (other material excluding Category I).

We reached the following findings:

- No suspect materials were identified, sampled or analyzed for asbestos or lead content.

If you have any questions, please contact me at 417-886-7171.

Sincerely, Great River Engineering, Inc.

James D. Sutton Jr Missouri Asbestos Inspector #7118011224MOIR16346

COLLECTOR'S QUARTERLY REPORT

December 20, 2024

The Collector's office is currently busy with the collection of taxes. We are operating with the same number of employees as during the tax season of 1995. Although the tax dollars have increased by more than twelve times the 1995 amount for the months of November and December.

Here are some numbers in comparison between tax years 2024 and 2023.

Real Estate – 2024 - \$89,426,800.50 and 42,011 2023 - \$85,994,460.50 and 41,503 Increase of 4%

Personal Property – 2024 – 20,898,245.25 and 37,067 2023 – 20,845,600.72 and 36,745 Increase of 1% but additions will be made by the assessor's office

all year long!

The November 2024 collections including current and delinquent taxes were \$18,060,724.74. The breakdown of these collections was 70% to School Districts, 11% to Fire Districts, 3% to Road Districts, and approximately 1% to the County.

The Senior Citizen Tax Credit Freeze loss of revenue amount for the total entities in the county only totaled to a little over \$16,000. Letters were sent to each of those entities in the county before November 30, 2024, as required per state statue. There were over 4200 applications for this year. The application time opens again in February and continues until the middle of June. Renewal applications are being completed currently and also new applications are being completed also.

We do need to review the ordinance to be sure it is updated with all the changes made by SB 756 legislation.

I feel the process we have in place worked very well as it was adjusted as we progressed through the application process. It was an incredibly good team effort.

An information sheet of the Senior Citizen Tax Freeze Credit was inserted in the real estate statements mailed so we expect possible 2000 to 3000 more applicants.

Any questions?

Thank You

Ted Nichols Christian County Collector

FIRST AMENDMENT TO HEALTH CENTER SERVICE AGREEMENT

This First Amendment to Health Center Service Agreement (this "First Amendment") effective as of **December 20, 2029** (the "First Amendment Effective Date"), is an amendment to the Health Center Service Agreement with an Effective Date of November 29, 2022, (the "Agreement"), by and between CareATC, Inc., an Oklahoma corporation ("CareATC") and County of Christian, a political subdivision of the State of Missouri ("Client").

WHEREAS, Client and CareATC entered into the Agreement, pursuant to which CareATC provides Covered Services through its private medical clinics to Client for the benefit of eligible employees and other eligible participants; and

WHEREAS, Client and CareATC desire to extend and amend the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and, in the Agreement, Client and CareATC agree as follows:

1. Section 4 Term and Termination of the Agreement is amended to remove subsection (a) in its entirety and replace with the language below:

"(a) The term of this Agreement is November 29, 2022 through June 30, 2025 ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year terms beginning after the expiration of the Initial Term (each a "Renewal Term"). The Initial Term and the Renewal Term may be referred to collectively herein as the "Term"."

- 2. Exhibit A "Clinic Locations, Schedule, and Covered Services" is amended to remove Section K Optional: Physical Therapy in its entirety.
- 3. Exhibit B "Fees" is amended to remove the Onsite Implementation Costs table in its entirety and replace with the table and language below:

	Year 1
Staff Recruitment (Talent Acquisition)	Included
Facilities Travel Costs	Included
Evidence-Based Clinical Design Space Plan	Included
Marketing & Communication Design Services	Included
Training Period Salaries (assuming 3 weeks)	\$9,735
Implementation Training Travel	\$9,000
Office Supplies & Furniture (assuming one provider office outfitted only)	\$9,800
Medical Furniture & Equipment (assuming two exam rooms, lab, waiting area, and check-in area only)	\$23,500
Medical Supplies	\$8,100
Pre-Packaged generic medications & injectables	\$2,536
Provider EMR License	\$5,000
Systems, Technology, & Equipment, Software,	\$18,000

Installation, configuration	
Project Management	\$5,000
Total Implementation Costs	\$90,671

** Implementation Costs are based on good faith estimates of Health Center needs. CareATC agrees that the total charges for Implementation Costs shall not exceed the Total Implementation Costs outlined in the table above. Any charges exceeding the Total Implementation Costs must receive prior written approval from the Client. In the absence of such approval, the Client shall not be obligated to pay amounts exceeding the stated Total Implementation Costs.

4. Exhibit B "Fees" is amended to remove the Annual Administrative Fees table in its entirety and replace with the table below:

	Bully 2012.16 -	. Hully 21127 -
interes 20220	lhings 201227	Junite 201248
\$125,015.28	\$128,765.74	\$132,628.71
\$16,292.42	\$16,781.19	\$17,284.63
\$43,718.75	\$45,030.31	\$46,381.22
\$46,317.49	\$47,707.01	\$49,138.22
\$14,952.62	\$15,401.20	\$15,863.24
\$15,013.83	\$15,464.25	\$15,928.18
\$3,789.43	\$3,903.11	\$4,020.20
\$6,820.97	\$7,025.60	\$7,236.37
\$3,031.54	\$3,122.49	\$3,216.16
\$3,183.12	\$3,278.61	\$3,376.97
\$39,328.47	\$40,508.32	\$41,723.57
\$317,464	\$326,988	\$336,797
vice in		
\$25.00	\$25.75	\$26.52
\$20.00	\$20.60	\$21.22
\$65,473.00	\$67,437.39	\$69,460.51
	\$125,015.28 \$16,292.42 \$43,718.75 \$46,317.49 \$14,952.62 \$15,013.83 \$3,789.43 \$6,820.97 \$3,031.54 \$3,183.12 \$39,328.47 \$317,464 \$25.00 \$20.00	\$125,015.28 \$128,765.74 \$16,292.42 \$16,781.19 \$43,718.75 \$45,030.31 \$46,317.49 \$47,707.01 \$14,952.62 \$15,401.20 \$15,013.83 \$15,464.25 \$3,789.43 \$3,903.11 \$6,820.97 \$7,025.60 \$3,031.54 \$3,122.49 \$3,183.12 \$3,278.61 \$39,328.47 \$40,508.32 \$25.00 \$25.75 \$20.00 \$20.60

5. Except as amended by this First Amendment, all terms, provisions, and conditions of the Agreement remain unchanged and shall continue in full force and effect. The Agreement, as amended by this First Amendment, constitutes the complete and entire understanding of Client and CareATC with respect to the subject matter thereof. In the event of a conflict between the terms and conditions of the Agreement and this First Amendment, the terms and conditions of this First Amendment shall govern with respect to the subject matter hereof. This First Amendment may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. Signature pages may be transmitted by facsimile, PDF, esignature or other electronic means and shall be deemed original.

[Signatures on Next Page]

CAREATC INCORPORATED AMENDMENT #1

CONTRACTOR

BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN

By: Bradley A. Jackson Eastern Commissioner By: Bradley A. Jackson Eastern Commissioner By: Hosea Billyeu, Wertein Commissioner

o Nerre	CareAT	C
Company Name	y.	
By: Jeff A	Laggoni BCTAF44F	
Jeff Ma	BC1AF44F ZZON1	
Title:	CFO,	CareATC
Ву:		
Title:		

ild ATTEST BY:

Paula Brumfield, Christian County Clerk

Approved as to form: By N. Austin Fax, Christiah County Counselor

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Amy Dent, Christian County Auditor