RE: CHEYENNE ROAD MULTI-USE PATH CONSTRUCTION REQUEST TO BID

RESOLUTION #2026-04

Background:

In 2023, a funding agreement between the City of Nixa and the Missouri Highways and Transportation Commission was approved. This agreement provides funding for engineering and construction of a ten-foot-wide multi-use path located on the east side of Cheyenne Road, extending north from the intersection of North Street and Cheyenne to High Pointe Elementary School.

Analysis:

Olsson & Associates have completed the construction plans, archeological studies, and all environmental reviews necessary to meet eligibility for construction.

Recommendation:

Staff recommends that Council approve this resolution to authorize the solicitation of construction bids for the Cheyenne Road Multi-Use Path project.

MEMO PREPARED BY:

Jeff Roussell | Street Superintendent

jroussell@nixa.com | 417-725-2353

RESOLUTION NO. 2026-04

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO SOLICIT BIDS FOR THE CHEYENNE ROAD MULTI-USE PATH PROJECT.

WHEREAS the Nixa City Code (Chapter 2, Article VI) authorizes the City Administrator to purchase supplies, materials, equipment, and services on behalf of the City when a competitive procurement method is utilized; and

WHEREAS said provisions require the City Administrator to obtain an authorizing resolution from the City Council prior to soliciting purchases that will total $20,000.00 or more; and

WHEREAS City staff are requesting authorization to solicit bids for the construction of a ten-foot-wide multi-use path located on the east side of Cheyenne Road; and

WHEREAS the City Council desires to authorize the City Administrator to undertake the purchase described herein in compliance with Chapter 2, Article VI of the Nixa City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS:

SECTION 1: The City Administrator, or designee, is hereby authorized, pursuant to the provisions of Chapter 2, Article VI, of the Nixa City Code, to solicit and undertake the purchase described in "Resolution Exhibit A," which said Exhibit is attached hereto and incorporated herein by this reference.

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on next page.]

ADOPTED BY THE COUNCIL THIS 13th DAY OF January 2026.

ATTEST:

_____ _____

PRESIDING OFFICER CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2026.

ATTEST:

_____ _____

MAYOR CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

RESOLUTION EXHIBIT A

RFB-001-2026/Street

Construction/Improvement of Cheyenne Road Trail

Issue Date: 1/14/2026
Questions Deadline: 1/27/2026 12:00 PM (CT)
Response Deadline: 2/12/2026 10:00 AM (CT)

Contact Information

Contact: Stephanie Ewing
Address: Purchasing
City Hall
715 W. Mt. Vernon Street
PO Box 395
Nixa, MO 65714
Phone: (417) 449-0555
Email: sewing@nixa.com

Event Information

Number:	RFB-001-2026/Street
Title:	Construction/Improvement of Cheyenne Road Trail
Type:	Request for Bid
Issue Date:	1/14/2026
Question Deadline:	1/27/2026 12:00 PM (CT)
Response Deadline:	2/12/2026 10:00 AM (CT)
Notes:	The City of Nixa is issuing a Request for Bid for the construction/improvement of Cheyenne Road Trail.

A pre-bid conference will be held at 2:00 PM on the 27th Day of January, 2026, at 1111 Kathryn Street. All bidders are encouraged to attend the pre-bid meeting.

The City highly encourages electronic submissions via this online bidding system as it expedites the process and helps to alleviate errors.
NO EMAILED OR FAXED bids will be accepted.

The Response Deadline is the date and time public unsealing of bid responses will be held.
Public unsealing of bid responses will take place at:
City of Nixa
Purchasing
1111 Kathryn Street
Nixa, MO 65714

The City of Nixa reserves the right to accept or refuse any or all bids.

Ship To Information

Contact: Jeff Roussell
Address: Street
Public Works
1111 Kathryn Street
PO Box 395
Nixa, MO 65714
Phone: (417) 725-2353
Email: jroussell@nixa.com

Billing Information

Contact: Accounts Payable
Address: Finance
City Hall
715 W. Mt Vernon St.
PO Box 395
Nixa, MO 65714
Phone: (417) 725-3785
Email: accountspayable@nixa.com

Bid Attachments

Affidavit of Business Entity.pdf — View Online
E-Verify

anti-demonstration-against-israel.pdf — View Online
Anti-Demonstration Against Israel affidavit

OSHA 10 AFFIDAVIT.pdf — View Online
OSHA affidavit

2026 BUSINESS APPLICATION.pdf View Online

Business License

Requested Attachments

Bid Response Form

(Attachment required)

Please upload your bid response here.

E-Verify

(Attachment required)

Please download the "Affidavit of Business Entity", located on the Attachment tab. Complete the document and upload it here.

Bid Bond

Please upload your Bid Bond here.

OSHA Affidavit

Please download the "OSHA Affidavit", located on the Attachment tab. Complete the document and upload it here.

Anti Demonstration Against Israel Affidavit

Please download the "Anti-Israel Affidavit", located on the Attachment tab. Complete the document and upload it here.

Business License Application

Please upload the "Business License Application", located on the Attachment tab. Complete the document and upload it here.

Other Attachments

If you have additional documentation you wish to provide, please upload it here. File size limitation is 250MB. If your files are larger than the limitation, a zip file containing the documents can also be uploaded.

Bid Attributes

1	**Introduction** There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. **Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes, if applicable.**
2	**RFB Submission Response** The City of Nixa prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the date and time stated. No fax or email submissions will be accepted. Only one format is needed. For any questions, please contact the Purchasing Department at 417.449.0555.
3	**Bid Opening** Any bid received later than the specified time shall be disqualified. Questions pertaining to the proposal should be addressed in the Questions Tab or directly to the Purchasing Department at 417.449.0555. If the City of Nixa office where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next City calendar business day, unless the bidder is otherwise notified. The time of day for submission shall remain the same.
4	**Attachments Required** Be sure to upload all required documents and forms to the "Response Attachments" Tab.

5 Bid Award

The City of Nixa reserves the right to award Bids to the Vendor whose bid response best serves the City's best interest. The City reserves the right to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

☐ I acknowledge.
(Required: Check if applicable)

6 Technical Specs and Plans

Download the Technical Specs and Plans, located on the "Attachments" tab. Thoroughly review the document and understand these are the documents you are to follow for construction of the project. Please indicate below you acknowledge.

☐ I have downloaded, read and agree to comply.
(Required: Check if applicable)

7 Bid Bond/Performance Bond/Insurance Requirements

The City of Nixa has requirements which will need to be completed by the awarded vendor. Please review the information below regarding Bid Bond/Security information as well as information on insurance and special requirements expected from the awarded vendor for this project. Acknowledge your understanding below.

Requirement for Bid Security – Bid security bond is required for all construction when the bid amount is $20,000.00 or greater or deemed necessary by the City. Bid security shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the City in an amount equal to at least 5% of the amount of the bid. Failure to provide security will result in the bid being rejected. If the bidder fails to honor his bid for any reason, then such bid security may be retained by the City and deposited to the General Fund. The City has the right to hold bidders' bonds until the awarded contract is executed.

Contract Performance and Payment Bonds – When a construction contract is awarded, for an amount exceeding $20,000.00, a bond shall be delivered to the City and shall become binding on the parties upon the execution of the contract; which bond shall be a performance, labor, and materials bond satisfactory to the City, executed by a surety company authorized to do business in this state or otherwise secured in a manner satisfactory to the City, in an amount equal to 100% of the price specified in the contract.

Insurance *- All contracts between the City and a Contractor shall state that Contractor shall include the City as "additional insured" during the term of the contract. Workers Compensation amount and type shall be in full compliance with applicable statutory requirements, and Employer Liability Coverage limits is to be provided consistent with any applicable legal requirements. Commercial General Liability and Comprehensive Automobile Liability coverage are to be in the amount equal to the sovereign immunity limits for Missouri public entities as calculated and published in Section 537.610 RSMo. In addition, for any projects utilizing state or federal transportation funds, Insurance requirements shall meet those necessary to comply with those funding requirements.*

Prevailing Wage Requirement (Or Davis Bacon- Whichever is higher)- Subject to prevailing wage requirements, only for those projects required by State law, the vendor must comply with Section 290.250 RSMo by paying to all personnel employed for applicable services actually provided under the contract not less than the prevailing wage hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified in the current wage order for Christian County. If a project qualifies for prevailing wage, pertinent information will be in the solicitation document.

E-Verify, Federal Work Authorization - Pursuant to RSMo 285.530, if the Vendor meets the definition of RSMo 285.525 of a "Business Entity", the Vendor must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to its employees hired after enrollment in the program who are proposed to work in connection with the services the City is bidding / contracting. The document is required for services when the awarded dollar value is equal or greater than $5,000.00. OSHA Training Program - Contractors on public works projects shall comply with all requirements of Section 292.675, RSMo., regarding completion of a construction safety program by all employees on the project.

☐ I acknowledge.
(Required: Check if applicable)

8	**Anti-Collusion Statement** By offering a submission to this Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties whatsoever. The bidder also certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this Bid: Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into. No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business. I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid. ☐ I agree. *(Required: Check if applicable)*
9	**Vendor Verification** The City of Nixa has utilized Payment Works for vendor verification. If awarded the bid, you will receive an email to register with Payment Works and upload your vendor information. By acknowledging this item, you agree to follow thru and register thru Payment Works to be a vendor with the City, as requested. ☐ I acknowledge. *(Required: Check if applicable)*
10	**Business License** The City of Nixa has a Business License Code which requires all businesses performing a service within the city limits, regardless of their physical location, to obtain a business license. If awarded the bid, as a part of the contract, you and any subcontractors will be required to obtain a business license before any work shall begin. ☐ I understand and agree to comply. *(Required: Check if applicable)*
11	**Contract information/affidavits** The Contract template is included within the bid document. Please know this is only a template and could be subject to change upon award and execution. In the "Attachments Tab", you will find affidavits we will ask for when we execute the contract. In an effort to save time, download, complete and upload the documents in the Response Attachments. ☐ I understand and agree to comply. *(Optional: Check if applicable)*

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

_____

_____

_____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

_____

_____

_____

_____

_____

_____

_____

_____

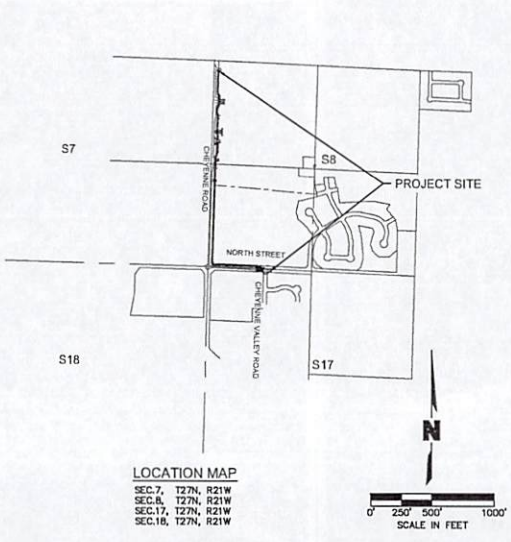
By signing below, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions. The bidder shall further agree that the language of this RFB shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract Resolution is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the bidder and the City of Nixa.

_____ _____

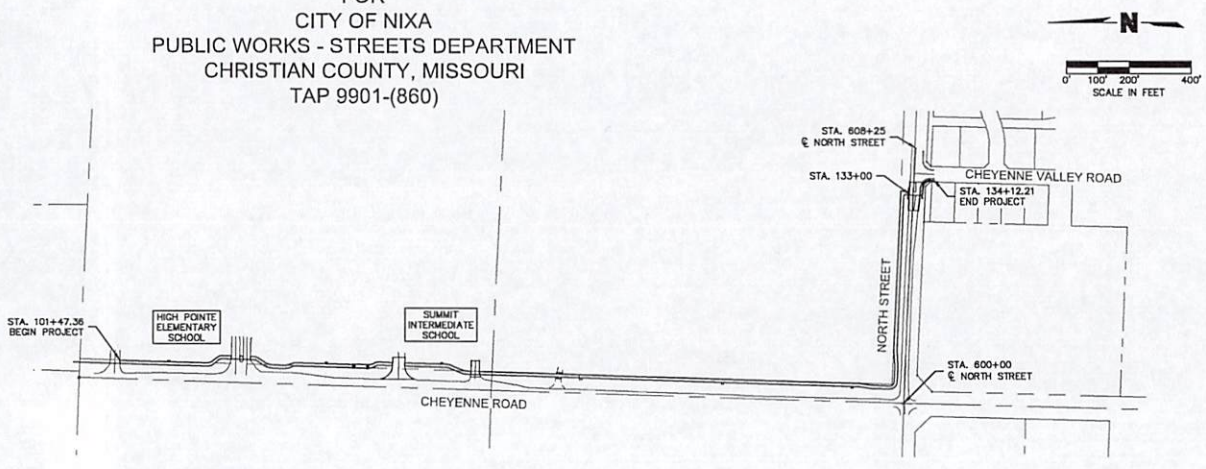
Print Name *Signature*

CHEYENNE ROAD MULTI-USE TRAIL

NORTH STREET & CHEYENNE ROAD
FOR
CITY OF NIXA
PUBLIC WORKS - STREETS DEPARTMENT
CHRISTIAN COUNTY, MISSOURI
TAP 9901-(860)



LOCATION MAP
SEC.7, T27N, R21W
SEC.8, T27N, R21W
SEC.17, T27N, R21W
SEC.18, T27N, R21W



UTILITY COMPANIES & GOVERNING AGENCIES

SANITARY SEWER & WATER
CITY OF NIXA
1010 EAGECREST
NIXA, MO 65714
BRIAN DENNEY
ELECTRIC SUPERINTENDENT
PH: 417-725-2353

ELECTRIC
CITY OF NIXA
707 W. CENTER CIRCLE
NIXA, MO 65714
BRIAN DENNEY
ELECTRIC SUPERINTENDENT
PH: 417-725-2353

GAS
SPIRE ENERGY
520 E 5TH STREET
JOPLIN, MO 64801
KEN STEGALL
PH: 417-626-4831

LIBERTY UTILITIES
3400 S KODIAK ROAD
JOPLIN, MO 64804
SHAWN STEPHENS
PH: 417-609-8793

LIBERTY FIBER
720 SCHIFFERDECKER AVE.
JOPLIN, MO 64802
LANDON DOBBS
PH: 417-483-2460

OZARK ELECTRIC COOP
HWY AA, P.O. BOX 1050
NIX, MO 65714
LOGAN HADEN
PH: 417-724-5509

TELECOMMUNICATIONS
AT&T
600 ST. LOUIS, ROOM 630
SPRINGFIELD, MO 65806
SCOTT HALL
PH: 417-8849-8265

MODOT
MISSOURI DEPARTMENT OF TRANSPORTATION
3025 EAST KEARNEY
SPRINGFIELD, MO 65803
JOSH DUGAN
PH: 417-346-7126

SHO-ME TECHNOLOGIES
301 W. JACKSON STREET
MARSHFIELD, MO 65706
BRAD MCGOON
PH: 417-830-6717

SUDDENLINK
MATHEW SMITH
PH: 417-231-27470

HORIZONTAL CONTROL

CP #39
CP_MAGNAIL
N. 443644.07
E. 1417025.66
ELEVATION = 1313.16

CP #40
CP_MAGNAIL
N. 443602.99
E. 1417900.47
ELEVATION = 1300.35

CP #41
CP_MAGNAIL
N. 1419809.02
E. 443526.55
ELEVATION = 1306.21

CP #42
CP_MAGNAIL
N. 1419907.05
E. 446489.59
ELEVATION = 1317.13

CP #43
CP_MAGNAIL
N. 446406.07
E. 1417190.82
ELEVATION = 1325.46

CP #44
CP_MAGNAIL
N. 445023.53
E. 1417209.08
ELEVATION = 1317.15

LEGEND

- LOT LINE
- PROPERTY LINE
- CENTER LINE
- ROW LINE
- UTILITY EASEMENT
- BUILDING SETBACK
- 1,371 — EXISTING MINOR CONTOUR
- 1,370 — EXISTING MAJOR CONTOUR
- 1371 — FUTURE MINOR CONTOUR
- 1370 — FUTURE MAJOR CONTOUR
- EXISTING TELEPHONE RISER
- TEL — EXISTING TELEPHONE LINE
- SS — EXISTING SANITARY LINE
- SD — EXISTING STORM LINE
- G — EXISTING GAS LINE
- W — EXISTING WATER LINE
- X — X — EXISTING FENCE
- P — OH — EXISTING OVERHEAD ELECTRIC
- P — UG — EXISTING UNDERGROUND ELECTRIC
- FO — EXISTING FIBER OPTIC LINE
- COMM — EXISTING COMMUNICATION LINE
- CATV — EXISTING CABLE TV LINE
- E — E — PROPOSED UNDERGROUND ELECTRIC
- FO — PROPOSED FIBER OPTIC LINE
- COMM — PROPOSED COMMUNICATION LINE
- G/W — PROPOSED GAS/WATER

- BENCHMARK
- EXISTING POWER POLE
- EXISTING STEEL POST
- BOLLARD/REFLECTOR
- TELEPHONE PEDISTAL
- ELECTRICAL CABINET
- EXISTING SIGN
- EXISTING SANITARY MANHOLE
- EXISTING DECIDUOUS TREE
- EXISTING TREELINE
- EXISTING WATER VALVE
- EXISTING STORM INLET
- EXISTING FIRE HYDRANT
- EXISTING STORM SEWER MANHOLE
- EXISTING CABLE VAULT
- EXISTING ELECTRICAL VAULT
- EXISTING WATER MAIN
- EXISTING ELECTRIC SECTIONALIZER
- EXISTING ELECTRIC BOX

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DESIGN SPEED

CHEYENNE ROAD (LOCAL ROAD) = 35 MPH
NORTH STREET (LOCAL ROAD) = 35 MPH

PREPARED BY
olsson
CONTACT: JONATHAN PEITZ, P.E.
MARIAH CREWS
550 E. ST. LOUIS STREET
SPRINGFIELD, MO 65806
TELEPHONE 417-890-8802

OWNER
CITY OF NIXA
PUBLIC WORKS
STREETS DEPARTMENT
CONTACT: JEFF ROUSSELL
1111 W. KATHRYN STREET
NIXA, MO 65714
TELEPHONE 417-725-2353

MISSOURI 811

olsson
550 East St. Louis Street
Springfield, MO 65806
olsson.com
TEL 417.890.8802
FAX 417.890.8805
Olsson - Engineering
Missouri COA #001592

STATE OF MISSOURI
JONATHAN W. PEITZ
NUMBER PE-2017019023
PROFESSIONAL ENGINEER
JONATHAN W. PEITZ-42148, ENGINEER
MO# PE-2017019023

REVISIONS

REV NO.	DATE	DESCRIPTION

TITLE SHEET
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)
NIXA, MISSOURI
2025

drawn by: MBC / CTK
designed by: MBC
project no.: 023.00632
date: 2025.07.31

SHEET
1 of 63

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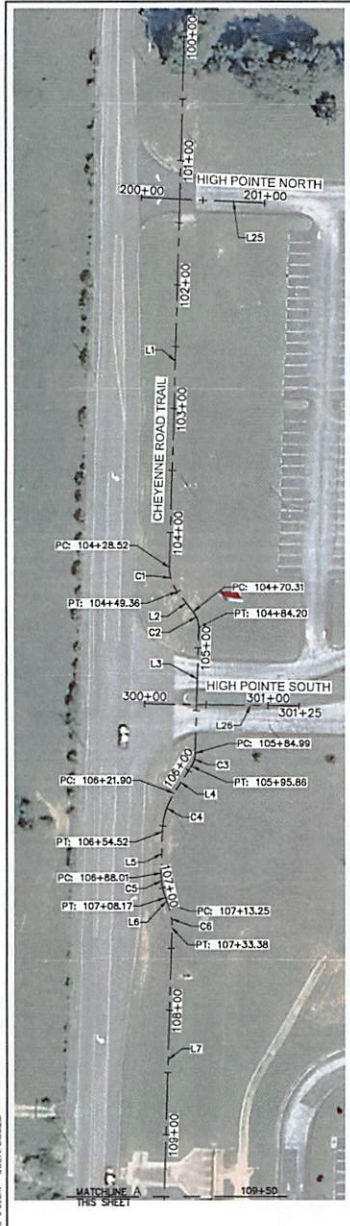
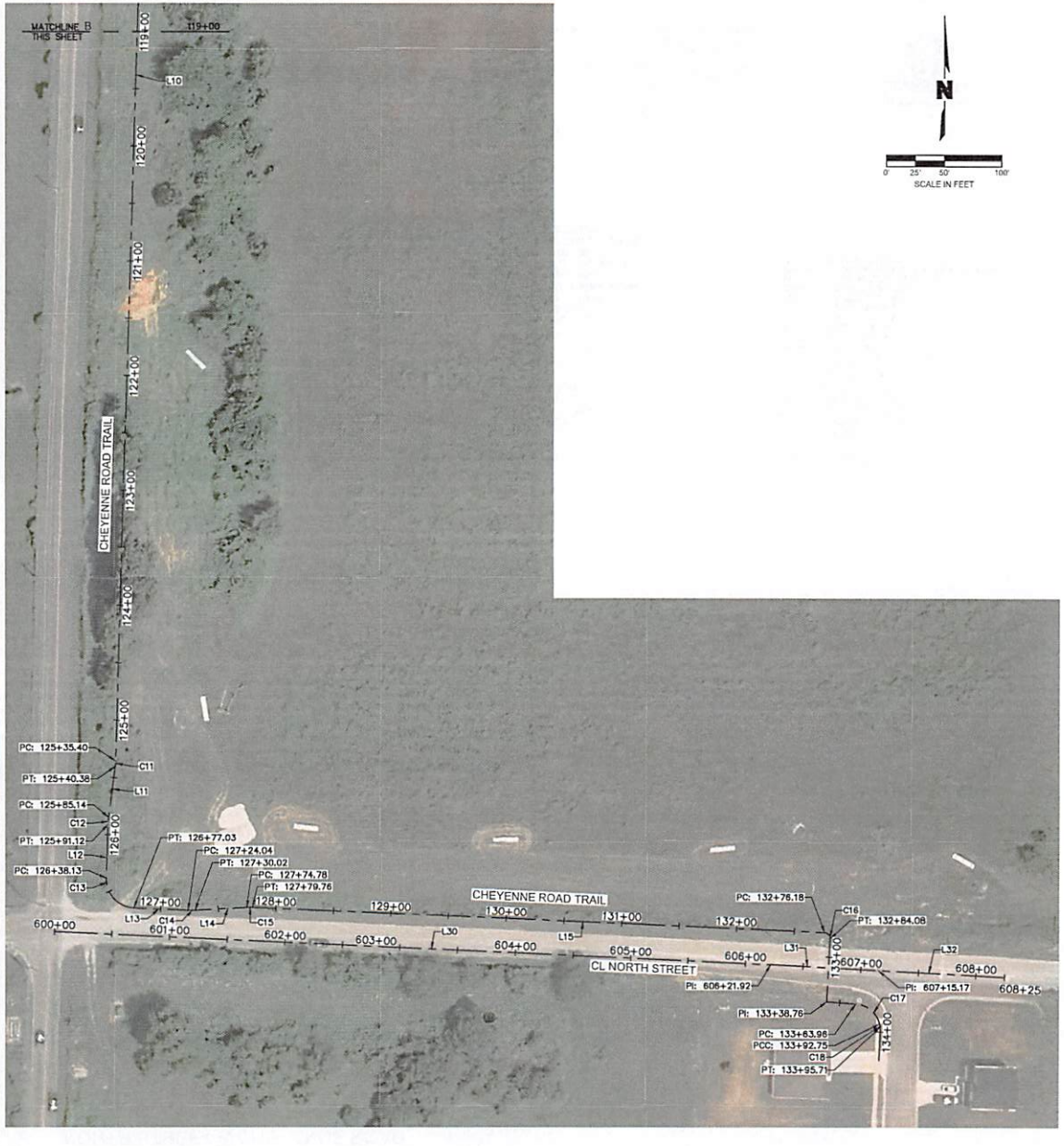
DATE: May 15, 2025 8:02am USER: rbeltzer





olsson
550 East St. Louis Street
Springfield, MO 65806
olsson.com
TEL 417.890.8802
FAX 417.890.8805
Olsson - Engineering
Missouri COA #001592

STATE OF MISSOURI
JONATHAN W. PETTZ
NUMBER
PE-2017019023
PROFESSIONAL ENGINEER
JONATHAN W. PETTZ - CIVIL ENGINEER
MO# PE-2017019023

REV. NO.	DATE	DESCRIPTION

REVISIONS

ALIGNMENT AND SURVEY CONTROL

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MBC | CTK
designed by: MBC
project no. 023.0632
date 2025.05.15

SHEET
2 of 63

F:\2023\05601-06000\023-0632\40-Design\AutoCAD\Final Plans\Sheets\T_ALI01_023056632.dwg
DATE: May 15, 2025 8:05am USER: tkenzler

CHEYENNE ROAD TRAIL								
NO.	STATION	NORTHING	EASTING	LENGTH	LINE/CHORD BEARING	DELTA	TANGENT	RADIUS
L1	100+00.00 104+28.52	445328.6484 445828.5022	1417249.9442 1417237.5883	428.52'	S1°39'06"W			
C1	104+28.52 104+39.36 104+49.36	445828.5022 445837.6522 445879.1111	1417237.5883 1417237.2752 1417243.9850	20.84'	S18°15'02"E	39°48'20"	10.86'	30.00'
L2	104+49.36 104+70.31	445879.1111 445902.5378	1417243.9850 1417256.0285	20.95'	S38°09'12"E			
C2	104+70.31 104+77.55 104+84.20	445902.5378 445858.0439 445849.7058	1417256.0285 1417261.3997 1417261.1910	13.89'	S18°15'02"E	39°48'20"	7.24'	20.00'
L3	104+84.20 105+84.99	445849.7058 445748.9565	1417261.1910 1417258.2648	100.79'	S1°39'06"W			
C3	105+84.99 105+90.57 105+95.86	445748.9565 445743.3878 445738.7021	1417258.2648 1417258.1241 1417255.1045	10.87'	S17°13'34"W	31°08'51"	5.57'	20.00'
L4	105+95.86 106+21.90	445738.7021 445716.8168	1417255.1045 1417241.0005	26.04'	S32°47'56"W			
C4	106+21.90 106+38.62 106+54.52	445716.8168 445702.7803 445688.0448	1417241.0005 1417231.9418 1417231.4596	32.62'	S17°13'34"W	31°08'51"	16.72'	60.00'
L5	106+54.52 106+88.01	445688.0448 445652.5652	1417231.4596 1417230.4938	33.49'	S1°39'06"W			
C5	106+88.01 106+98.23 107+08.17	445652.5652 445642.3487 445632.8361	1417230.4938 1417230.1991 1417233.9374	20.16'	S9°54'02"E	23°06'21"	10.22'	50.00'
L6	107+08.17 107+13.25	445632.8361 445628.1170	1417233.9374 1417235.7918	5.07'	S21°27'13"E			
C6	107+13.25 107+23.45 107+33.36	445628.1170 445618.6168 445608.4157	1417235.7918 1417239.5187 1417239.2245	20.13'	S9°53'01"E	23°04'18"	10.21'	50.00'
L7	107+33.36 109+83.85	445608.4157 445378.2377	1417239.2245 1417232.5847	230.27'	S1°39'06"W			
C7	109+83.85 109+73.66 109+82.97	445378.2377 445368.2366 445360.0644	1417232.5847 1417232.2982 1417238.0688	19.31'	S16°47'31"E	36°53'18"	10.01'	30.00'
C8	109+82.97 109+89.84 109+95.84	445360.0644 445354.6163 445347.9488	1417238.0688 1417241.5171 1417241.7248	12.88'	S16°47'31"E	36°53'18"	6.67'	20.00'
L8	109+95.84 112+09.71	445347.9488 443134.1726	1417241.7248 1417235.5582	213.87'	S1°39'06"W			
C9	112+09.71 112+10.75 112+29.52	443134.1726 443134.1327 445114.8940	1417235.5582 1417235.2597 1417231.1289	19.81'	S13°00'15"W	22°42'14"	10.04'	50.00'
L9	112+29.52 112+58.09	445114.8940 445068.0599	1417231.1289 1417218.9359	29.57'	S24°21'22"W			
C10	112+58.09 112+71.10 112+82.81	445068.0599 445077.1130 445065.1020	1417218.9359 1417213.8623 1417213.6225	23.72'	S13°01'52"W	22°36'59"	12.02'	60.00'

CHEYENNE ROAD TRAIL								
NO.	STATION	NORTHING	EASTING	LENGTH	LINE/CHORD BEARING	DELTA	TANGENT	RADIUS
L10	112+82.81 125+35.40	445065.1020 443813.0675	1417213.6225 1417178.3251	1252.59'	S1°42'23"W			
C11	125+35.40 125+37.89 125+40.35	443813.0675 443810.5748 443808.1019	1417178.3251 1417178.2509 1417175.9289	4.95'	S4°33'42"W	5°42'38"	2.48'	50.00'
L11	125+40.35 125+85.14	443808.1019 443763.7134	1417175.9289 1417170.1508	44.76'	S7°25'01"W			
C12	125+85.14 125+88.13 125+91.12	443763.7134 443760.7456 443757.7947	1417170.1508 1417169.7643 1417169.6752	5.98'	S4°33'42"W	5°42'38"	2.99'	60.00'
L12	125+91.12 126+38.13	443757.7947 443710.7681	1417169.6752 1417168.2754	47.01'	S1°42'23"W			
C13	126+38.13 129+62.76 126+77.03	443710.7681 443686.1457 443683.0485	1417168.2754 1417167.5420 1417182.1508	36.90'	S42°32'13"E	89°06'12"	24.63'	25.00'
L13	126+77.03 127+24.04	443683.0485 443682.9548	1417182.1508 1417239.1116	47.01'	S87°25'49"E			
C14	127+24.04 127+27.03 127+30.02	443682.9548 443682.8214 443682.9862	1417239.1116 1417242.1012 1417245.0892	5.98'	N89°41'52"E	5°42'38"	2.99'	60.00'
L14	127+30.02 127+74.78	443682.9862 443685.4519	1417245.0892 1417289.7843	44.76'	N86°50'32"E			
C15	127+74.78 127+77.27 127+79.76	443685.4519 443685.3693 443685.4782	1417289.7843 1417292.2743 1417294.7656	4.98'	N89°41'52"E	5°42'38"	2.49'	50.00'
L15	127+79.76 133+76.18	443685.4782 443663.3668	1417294.7656 1417790.6835	496.41'	S87°28'49"E			
C16	133+76.18 133+81.22 132+84.08	443663.3668 443663.1420 443658.1031	1417790.6835 1417795.7247 1417795.4535	7.90'	S42°11'00"E	90°31'39"	5.05'	5.00'
C17	133+63.96 133+80.53 133+92.75	443601.7429 443600.5683 443584.5628	1417817.6562 1417834.1880 1417838.4748	28.79'	S50°30'06"E	71°00'13"	16.57'	23.23'
C18	133+92.75 133+94.24 133+95.71	443584.5628 443583.1399 443581.6470	1417838.4748 1417838.6615 1417838.8008	2.97'	S8°30'16"E	16°59'31"	1.49'	10.00'

HIGH POINTE NORTH								
NO.	STATION	NORTHING	EASTING	LENGTH	LINE/CHORD BEARING	DELTA	TANGENT	RADIUS
L25	200+00.00 201+00.00	446197.0279 446102.5539	1417214.9159 1417314.8156	100.00'	S87°26'09"E			

HIGH POINTE SOUTH								
NO.	STATION	NORTHING	EASTING	LENGTH	LINE/CHORD BEARING	DELTA	TANGENT	RADIUS
L26	300+00.00 301+25.00	445769.3798 445787.4785	1417217.0526 1417342.0384	125.00'	S89°07'43"E			

SUMMIT NORTH								
NO.	STATION	NORTHING	EASTING	LENGTH	LINE/CHORD BEARING	DELTA	TANGENT	RADIUS
L27	400+00.00 401+00.00	445282.6940 445282.7691	1417195.9023 1417295.9023	100.00'	N89°56'44"E			

SUMMIT SOUTH								
NO.	STATION	NORTHING	EASTING	LENGTH	LINE/CHORD BEARING	DELTA	TANGENT	RADIUS
L28	500+00.00 501+00.00	445040.0640 445038.7611	1417195.2528 1417295.2446	100.00'	S89°15'54"E			

CL NORTH STREET								
NO.	STATION	NORTHING	EASTING	LENGTH	LINE/CHORD BEARING	DELTA	TANGENT	RADIUS
L30	600+00.00 606+21.92	443684.1899 443635.4407	1417122.8982 1417744.1571	621.92'	S87°21'06"E			
L31	606+21.92 607+15.17	443635.4407 443630.4304	1417744.1571 1417837.2660	93.24'	S86°35'11"E			
L32	607+15.17 608+25.00	443630.4304 443624.8383	1417837.2660 1417946.8578	109.83'	S87°04'55"E			

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STATE OF MISSOURI
JONATHAN W. PUTZ
NUMBER PE-2007016023
PROFESSIONAL ENGINEER
JONATHAN W. PUTZ-CIVIL ENGINEER
MO# PE-2007016023

REV. NO.	DATE	DESCRIPTION

REVISIONS

ALIGNMENT AND SURVEY CONTROL

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(880)

2025

NIXA, MISSOURI

drawn by: MW/JWP
designed by: MW
project no. 023000523
date 2025.05.15

SHEET
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DATE: May 15, 2025 8:06am USER: dsinclair

GENERAL NOTES

1. THE CONTRACTOR SHALL NOT ENCROACH ON PRIVATE PROPERTY DURING CONSTRUCTION. ALL CONSTRUCTION SHALL BE PERFORMED ON PUBLIC RIGHT-OF-WAY OR WITHIN EASEMENT.
2. THE CONTRACTOR SHALL CONTACT OWNER AND ENGINEER TO DISCUSS ANY LOCATIONS WHERE ALIGNMENT CHANGES MAY IMPROVE FUNCTIONALITY OF FINISHED PROJECT AND/OR AVOID CONFLICTS.
3. CONSTRUCTION METHODS AND MATERIALS SHALL CONFORM TO THE LATEST "TECHNICAL SPECIFICATIONS MANUAL" FOR NIXA MISSOURI.
4. THE EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE APPROXIMATE AND MAY NOT INCLUDE ALL LINES PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL "1-800-DIG-RITE", 1-800-344-7483, AND COORDINATE FIELD LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING GRADING ACTIVITIES. !!STOP!! CALL BEFORE YOU DIG!! CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER FOR INSTRUCTIONS WHENEVER ANY CONFLICTS ARE DISCOVERED.
5. ANY ESTIMATES OF QUANTITIES ARE FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS AS SHOWN ON PLANS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL PERMITS AND PAY ALL FEES AS REQUIRED BY THE CONSTRUCTION COVERED IN THESE PLANS.
7. IF THE CONTRACTOR'S OPERATIONS REQUIRE WORK ON OR ACCESS ACROSS PRIVATE PROPERTY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN WRITTEN PERMISSION FROM THE PROPERTY OWNER TO ENTER THE PROPERTY AND TO REPAIR ANY DAMAGE TO PRIVATE PROPERTY CAUSED BY HIS OPERATIONS. A COPY OF THE WRITTEN AGREEMENT SHALL BE SENT TO THE CITY.
8. ALL WORK AND MATERIALS SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNER OR THE OWNER'S REPRESENTATIVES.
9. THE CONTRACTOR SHALL NOT CHANGE OR DEVIATE FROM THE PLANS WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE OWNER AND ENGINEER.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE SAFETY OF HIS OWN PERSONNEL, ALL VISITORS TO THE SITE AND THE GENERAL PUBLIC.
11. THE JOB SITE SHALL BE A DRUG FREE WORK PLACE. CONSUMPTION OF ALCOHOLIC BEVERAGES ON THE JOB SITE IS STRICTLY PROHIBITED.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CORRECT ANY DAMAGE TO UNDERGROUND UTILITIES OR OTHER FACILITIES, WHICH IS CAUSED BY HIS OPERATIONS.
13. THE CONTRACTOR SHALL REMOVE ALL DEBRIS RESULTING FROM WORK UNDER THIS CONTRACT TO AN APPROVED DUMP SITE.
14. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL PROPERTY CORNERS. ANY PROPERTY CORNERS DISTURBED OR DAMAGED BY GRADING ACTIVITIES SHALL BE RESET BY A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF MISSOURI, AT THE CONTRACTOR'S EXPENSE.
15. ALL FILL WHERE STORM SEWERS SHALL BE CONSTRUCTED SHALL BE COMPACTED TO 95 PERCENT STANDARD PROCTOR PRIOR TO CONSTRUCTION OF STORM SEWER.
16. ALL DISTURBED AREAS SHALL BE SEEDED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTROL DOWNSTREAM EROSION AND SILTATION DURING ALL PHASES OF CONSTRUCTION. EROSION CONTROL PROCEDURES SHALL BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION OR DEMOLITION ACTIVITIES.
18. THE CONTRACTOR SHALL HAVE ONE(1) SIGNED COPY OF THE PLANS (APPROVED BY THE CITY OF NIXA) AND ONE(1) COPY OF THE APPROPRIATE DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS AT THE SITE AT ALL TIMES.
19. THE CONTRACTOR SHALL KEEP THE ADJACENT STREETS AND PARKING LOTS ORDERLY AT ALL TIMES WHILE CONSTRUCTION IS IN PROGRESS. STREETS & PARKING LOTS SHALL BE KEPT CLEAR OF MUD, DEBRIS, PAPER AND WASTE MATERIAL AT ALL TIMES.
20. MANHOLE COVERS, VALVE BOXES, UTILITY POLES, AND OTHER UTILITY APPURTENANCES SHALL NOT ENCROACH ON SIDEWALKS, CURBS, OR PAVEMENT UNLESS SPECIFIED OTHERWISE. WHERE CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PROCEEDING.
21. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE ANY EXISTING STREET, CURB & GUTTER, SIDEWALK, AND DRIVEWAYS THAT ARE NOTED TO REMAIN.
22. CROSS-SLOPES FOR SIDEWALKS SHALL BE MINIMUM OF 1% AND MAXIMUM OF 2%, EXCEPT WHERE SPECIFICALLY SHOWN OR WHERE MATCHING EXISTING SIDEWALK CROSS-SLOPE.
23. MAXIMUM RUNNING GRADE FOR SIDEWALKS SHALL BE 5%.
24. IF SIDEWALK EXCEEDS PLAN GRADES, SIDEWALK SHALL BE RECONSTRUCTED AT THE CONTRACTOR'S EXPENSE.
25. CONTRACTOR SHALL SUBMIT A CONCRETE JOINTING PLAN TO THE CITY FOR APPROVAL PRIOR TO BEGINNING CONSTRUCTION.
26. THESE PLANS REPRESENT UTILITIES AS MARKED AT THE TIME OF SURVEY. THIS INCLUDES CITY UTILITIES GAS AND WATER. CONTRACTOR SHALL BE AWARE THAT CITY UTILITIES HAS A PLANNED PROJECT TO UPGRADE PORTIONS OF THEIR FACILITIES. THESE PLANS MAY REPRESENT VALVES, METERS ETC., THAT WILL BE RETIRED AND MAY NOT SHOW NEW VALVES, METER, ETC., THEREFORE CONTRACTOR SHALL COORDINATE WITH CITY INSPECTION STAFF AND CITY UTILITIES INSPECTOR IN DETERMINING UTILITY ADJUSTMENTS.
27. CONTRACTOR SHALL COMPLY WITH THE MISSOURI OVERHEAD POWERLINE SAFETY ACT; THIS STATUTE MAKES IT ILLEGAL FOR AN UNAUTHORIZED PERSON OR ENTITY TO WORK WITHIN OR BRING EQUIPMENT WITHIN 10 FEET OF A HIGH VOLTAGE LINE THAT HAS NOT BEEN COVERED OR DE-ENERGIZED. THE PURPOSE OF THE MISSOURI OVERHEAD POWERLINE SAFETY ACT IS TO ENSURE THE SAFETY OF THE PUBLIC WHEN WORKING AROUND OVERHEAD POWER LINE.
28. WHERE EXCAVATION IS REQUIRED NEAR EXISTING POLES OR SUPPORTING DOWN GUYS/ANCHORS, CONTRACTOR SHALL CONTACT NIXA UTILITIES TWO DAYS PRIOR TO ANY EXCAVATION TO REVIEW/ASSESS AND SCHEDULE POLE SUPPORT AS NECESSARY

#	ITEM DESCRIPTION	QUANTITY	UNIT
1	Mobilization	1	Lump Sum
2	Clearing and Grubbing	1	Lump Sum
3	Construction Staking	1	Lump Sum
4	Temporary Traffic Control	1	Lump Sum
5	Miscellaneous Removals	1	Lump Sum
6	Temporary Construction Entrance	2	Each
7	Concrete Washout	1	Each
8	Gravel Ditch Check	117	Lin Ft.
9	Silt Sock	1350	Lin Ft.
10	8" Concrete Culvert Inlet Protection	16	Sq. Yd.
11	Seeding & Mulch	0.5	Acres
12	MoDOT Type 1 Rock Ditch Liner	18.0	Cu. Yd.
13	Rip Rap	115.0	Sq. Yd.
14	Unclassified Excavation	1060	Cu. Yd.
15	Embankment	320	Cu. Yd.
16	Undergrading (Removal, Haul-in, Recompaction)	100	Cu. Yd.
17	Full Depth Asphalt Driveway Removal	547	Sq. Yd.
18	4" Type 5 Aggregate Base - Driveway	547	Sq. Yd.
19	2" Asphalt Surface (BP-2 WPG 64-22) - Driveway	547	Sq. Yd.
20	6" Asphalt Base (BB WPG 64-22) - Driveway	547	Sq. Yd.
21	Asphalt Curb	50	Lin. Ft.
22	Full Depth Asphalt Pavement Removal	344	Sq. Yd.
23	4" Type 5 Aggregate Base - Trail	4041	Sq. Yd.
24	6" Concrete - Trail	3162	Sq. Yd.
25	6" Type 5 Aggregate Base - Roadway	397	Sq. Yd.
26	2" Asphalt Surface (BP-2 WPG 64-22) - Roadway	344	Sq. Yd.
27	8" Asphalt Base (BB WPG 64-22) - Roadway	344	Sq. Yd.
28	Concrete Curb & Gutter	100	Lin. Ft.
29	Concrete ADA Ramp	1661	Sq. Ft.
30	6" Concrete Median Strip	53	Sq. Yd.
31	Bellmouth Truncated Domes	200	Sq. Ft.
32	4" Concrete Wash Pad at Culvert	16	Sq. Yd.
33	4" Concrete Resting Pad	23	Sq. Yd.
34	Resting Bench	6	Each
35	Circular Storm Pipe (12")	25	Lin. Ft.
36	Circular Storm Pipe (18")	40	Lin. Ft.
37	Yard Inlet (7'x3')	2	Each
38	Flared End Section (12")	1	Each
39	Type A Cutter	1	Each
40	Pole Mounted RRFB Unit	2	Each
41	8in-Flat Sheet	8	Sq. Ft.
42	3in-Flat Sheet Fluorescent	73	Sq. Ft.
43	2.5" Concrete Post Anchor for PEST	6	Each
44	2.5" PEST Post - 12 GA.	96	Lin. Ft.
45	4" High Build Waterborne Paint, Type P Bead, White	186	Lin. Ft.
46	4" High Build Waterborne Paint, Type P Bead, Yellow	839	Lin. Ft.
47	24" Solid White Pedestrian Crossing Marking	340	Lin. Ft.
48	(42 in.) Decorative Pedestrian Fence	154	Lin. Ft.
49	Class B Concrete (Substructure)	28	Cu. Yd.
50	Class B-2 (Superstructure)	23	Cu. Yd.

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JONATHAN W. POTZ - CIVIL ENGINEER
MO# PE-2007000021

REVISIONS

REV NO.	DATE	DESCRIPTION

GENERAL NOTES & SUMMARY OF QUANTITIES

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

NIXA, MISSOURI

2025

drawn by: MSC / CTJ
designed by: JWP
project no.: 023.0532.02
date: 2023.05.12

SHEET
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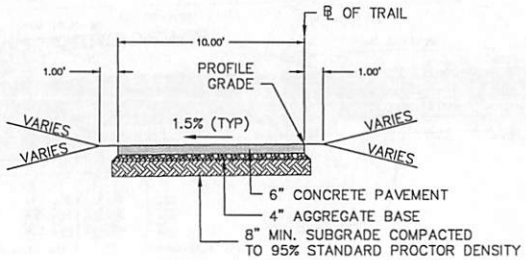

MULTI-USE TRAIL

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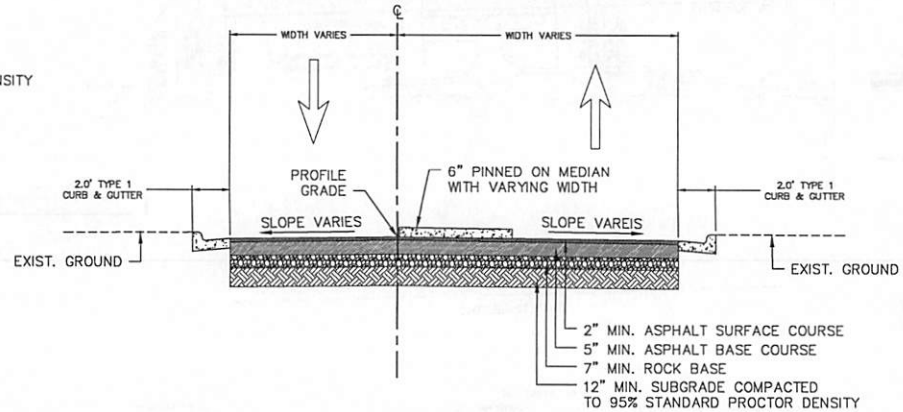
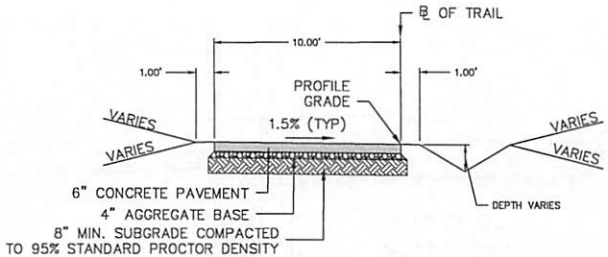
STA. 115+87.77 TO STA. 122+00.00



NORTH STREET - FULL DEPTH PVMT

NOT TO SCALE
STA. 606+21.92 TO STA. 607+15.17

REFERENCE DWG D1-AC
(CITY OF NIXA TECH-SPEC-DRAWINGS)
LOCAL III COLLECTOR II, III MINOR
ARTERIAL & PARKWAYS



MULTI-USE TRAIL

NOT TO SCALE
STA. 102+75.00 TO STA. 105+95.86
STA: 106+99.00 TO STA. 115+68.32
STA. 122+25.00 TO STA. 132+76.18

SEE SHEET: 33 FOR
STA: 105+95.86 TO STA: 106+99.00

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NUMBER PE-2017019023
PROFESSIONAL ENGINEER
JONATHAN W. PETZ-CIVIL ENGINEER
MO# PE-2017019023

REVISIONS

REV. NO.	DATE	DESCRIPTION

TYPICAL SECTIONS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)
NIXA, MISSOURI
2025

drawn by: MBC / CTK
designed by: MBC
project no. 023-00432
date 2025.05.15

SHEET
5 of 63

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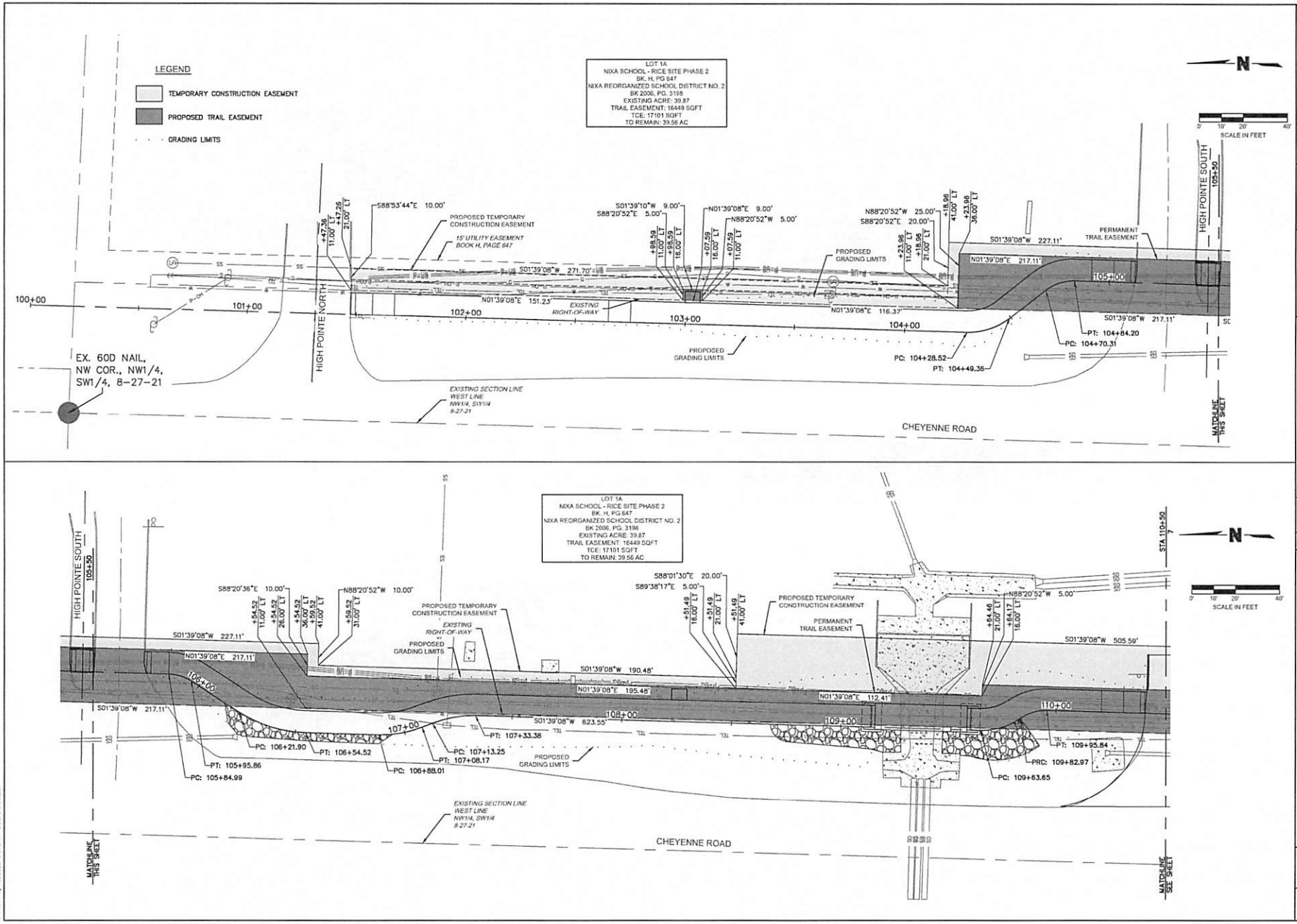

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REVISIONS

REV. NO.	DATE	DESCRIPTION

RIGHT-OF-WAY PLANS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)
2025
NIXA, MISSOURI

drawn by: MBC / CTK
designed by: MBC
project no. 023.01632
date 2025.05.15

SHEET
6 of 63

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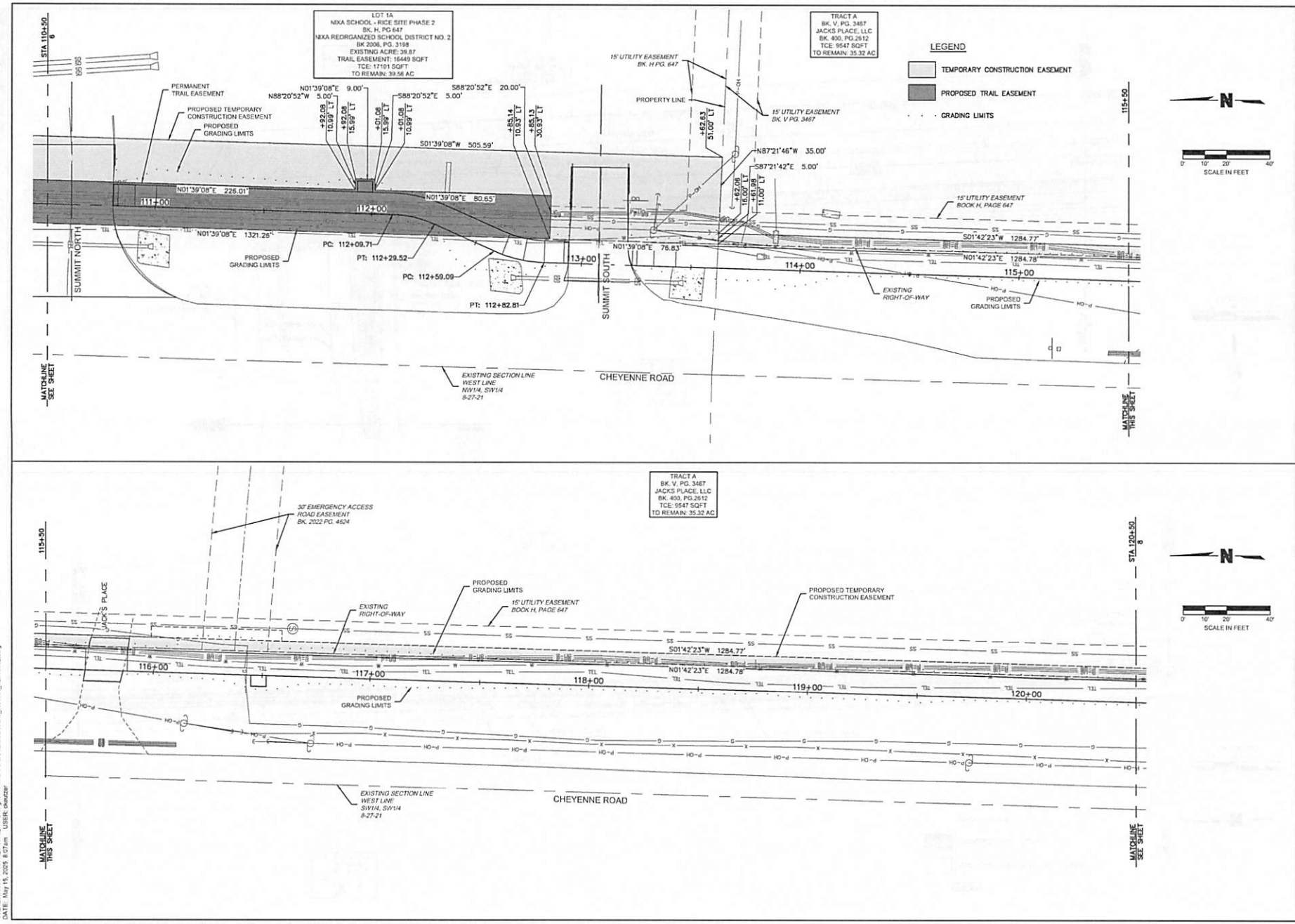

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NUMBER PE-2011019023
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JONATHAN W. PEITZ-CIVIL ENGINEER
MO# PE-2011019023

REVISIONS

REV. NO.	DATE	DESCRIPTION

RIGHT-OF-WAY PLANS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)
NIXA, MISSOURI
2025

drawn by: MBD / CTX
designed by: MSC
project no.: 023.05\32
date: 2025.05.15

SHEET
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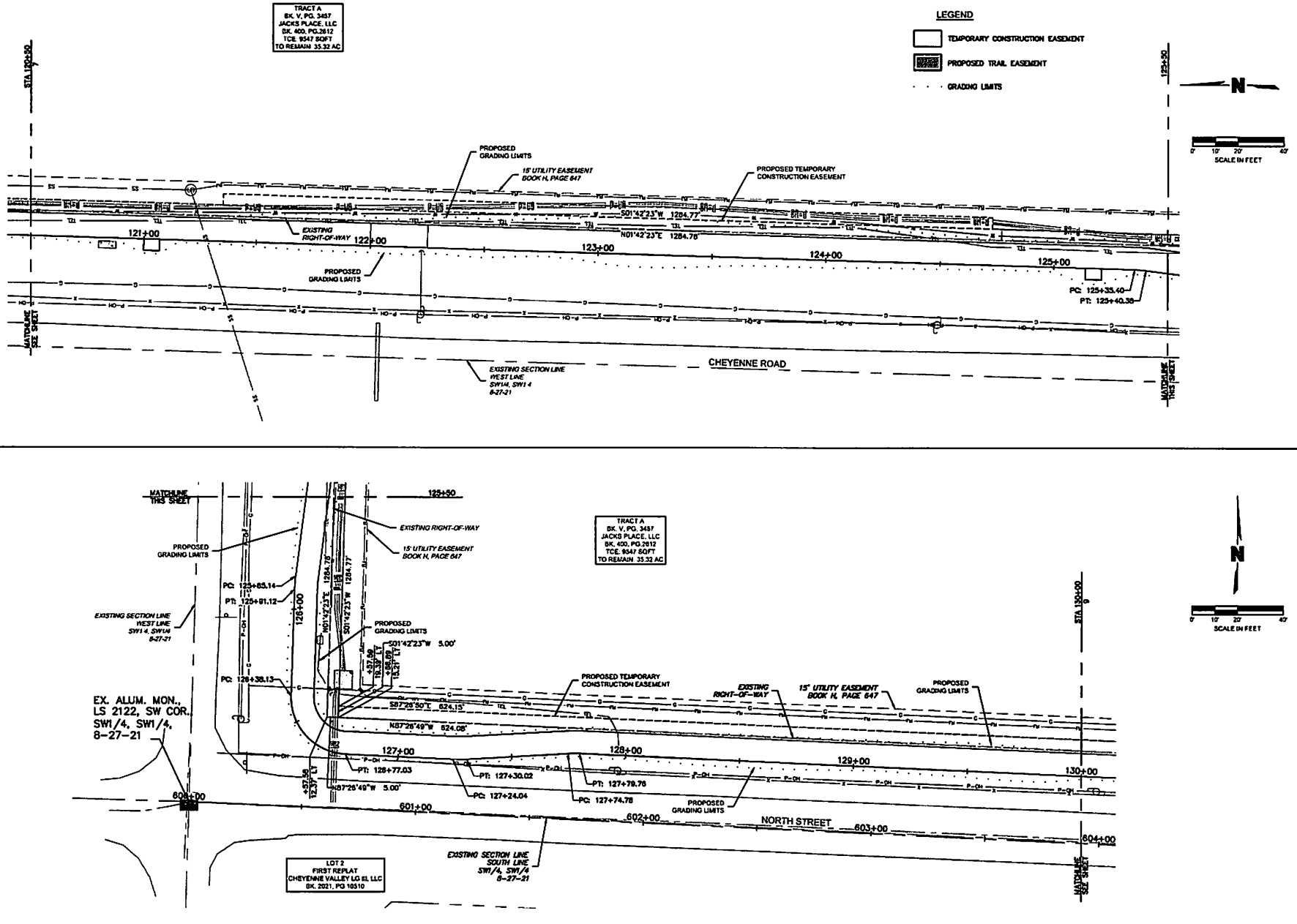

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JONATHAN W. POTZ NUMBER PE-2010019023 PROFESSIONAL ENGINEER
JONATHAN W. POTZ-CIVIL ENGINEER
MO# PE-2010019023

REVISIONS

REV. NO.	DATE	DESCRIPTION

RIGHT-OF-WAY PLANS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)
NIXA, MISSOURI
2025

drawn by: MEC / CTK
designed by: JWP
project no.: 013.00419
date: 2025-05-13

SHEET
8 of 63

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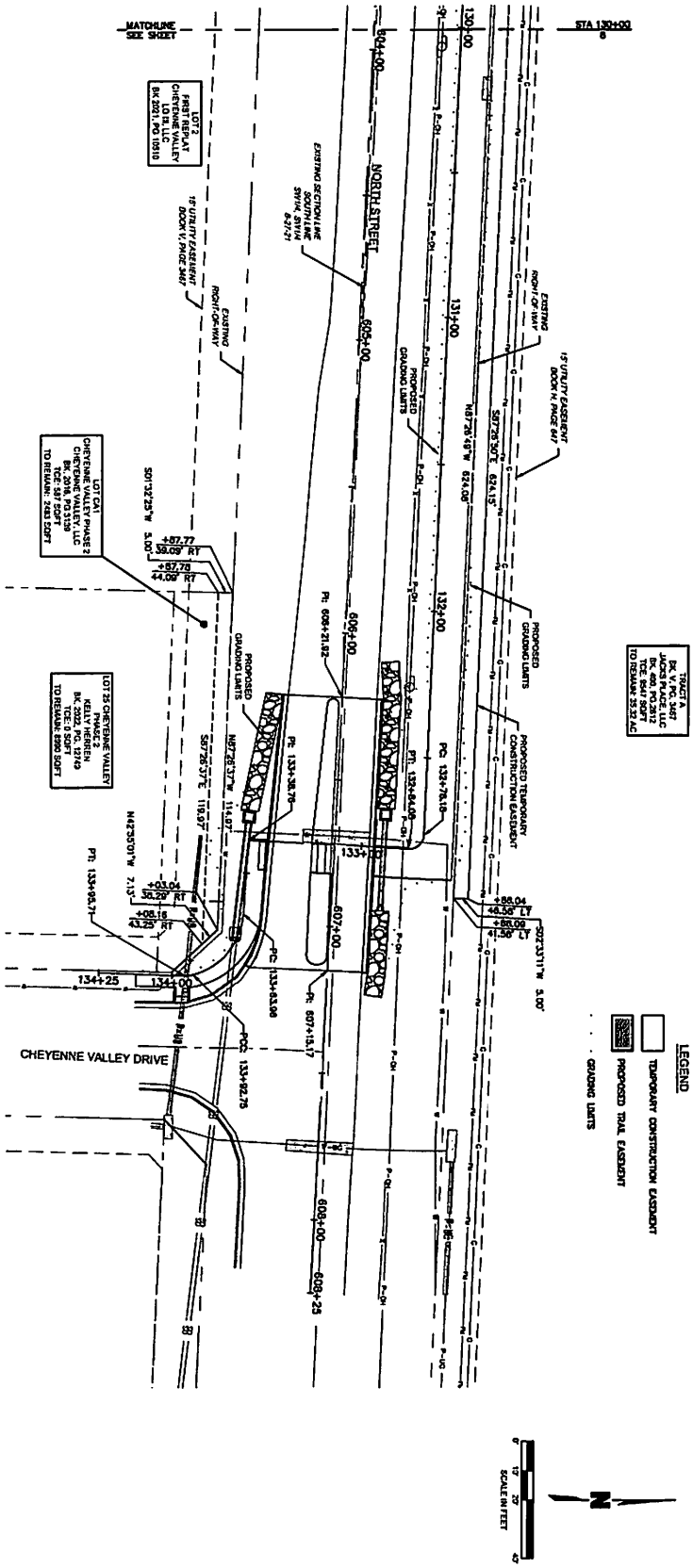

SHEET 9 of 63	RIGHT-OF-WAY PLANS	REV. NO.	DATE	DESCRIPTION
	CHEYENNE ROAD MULTI-USE TRAIL TAP-9901(860)			
	NIXA, MISSOURI 2025			REVISIONS

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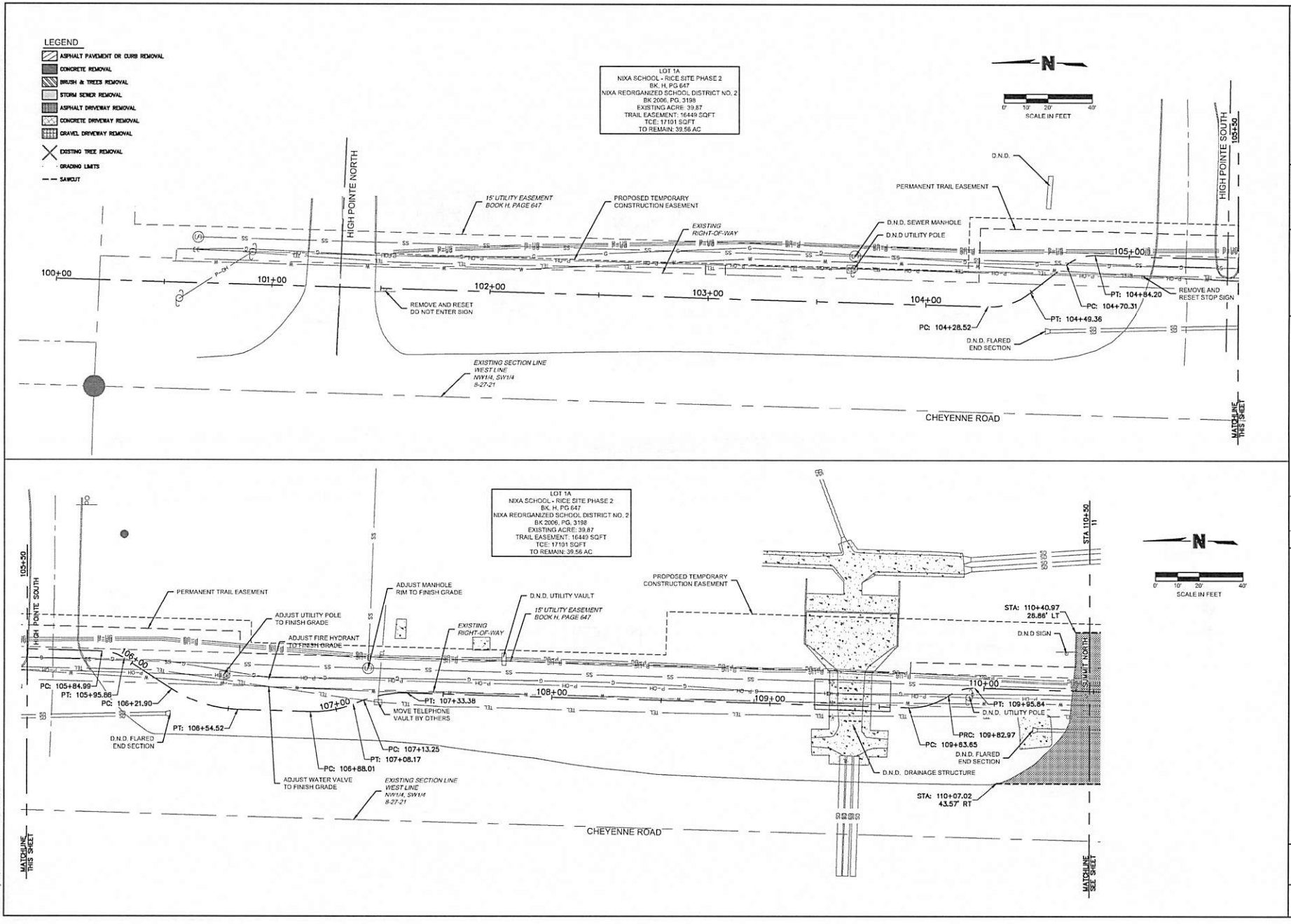
Missouri COA #001346



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STATE OF MISSOURI
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NUMBER PE-2017019023
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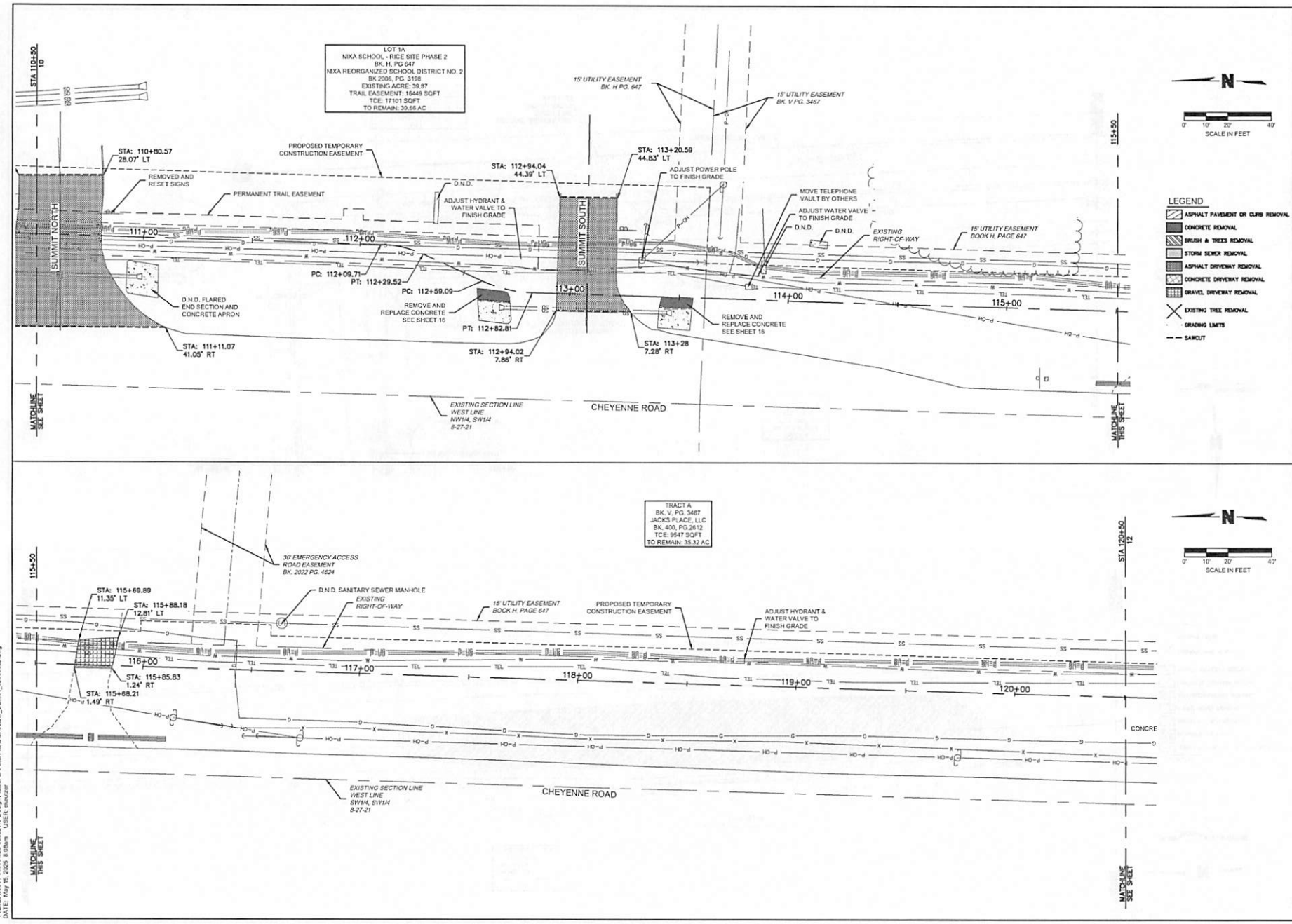
JONATHAN W. PITZ - CIVIL ENGINEER
MO# PE-2017019023

REV NO.	DATE	DESCRIPTION
		REVISIONS

DEMOLITION & REMOVAL PLANS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)
NIXA, MISSOURI
2025

drawn by: MEC / CTK
designed by: MEC
project no.: 023-01672
date: 2025-05-15

SHEET
10 of 63



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DATE: May 15, 2025 8:08am USER: dwatzer

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550 East St. Louis Street
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FAX 417.890.8805
Olsson - Engineering
Missouri COA #001592

STATE OF MISSOURI
JONATHAN M. POTZ
NUMBER PE-2017019023
PROFESSIONAL ENGINEER
JONATHAN M. POTZ--CIVIL ENGINEER
MO# PE-2017019023

REVISIONS

REV NO.	DATE	DESCRIPTION

DEMOLITION & REMOVAL PLANS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)
NIXA, MISSOURI
2025

drawn by: MBC / CTX
designed by: MBC
project no. 023.06323
date: 2025.05.15

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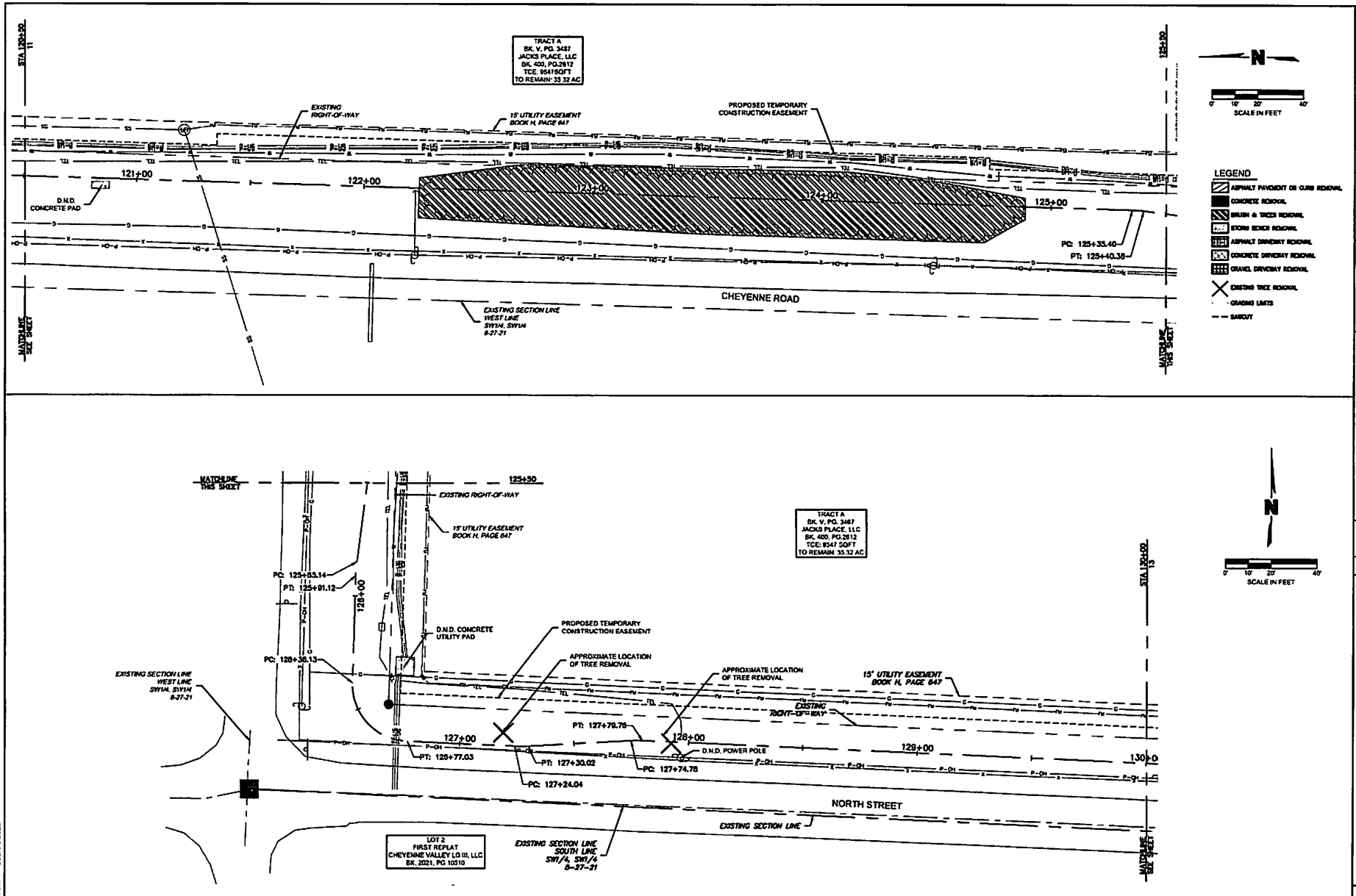
11 of 63



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STATE OF MISSOURI
JONATHAN M. POTT
NUMBER PE-2011018023
PROFESSIONAL ENGINEER
JONATHAN M. POTT—CIVIL ENGINEER
MO# PE-2011018023

REV. NO.	DATE	DESCRIPTION
		REVISIONS

DEMOLITION & REMOVAL PLANS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

2025

NIXA, MISSOURI

drawn by: MCC / CTI
designed by: JMP
project no. 002.2025.01
date 2025.05.15

SHEET
12 of 63

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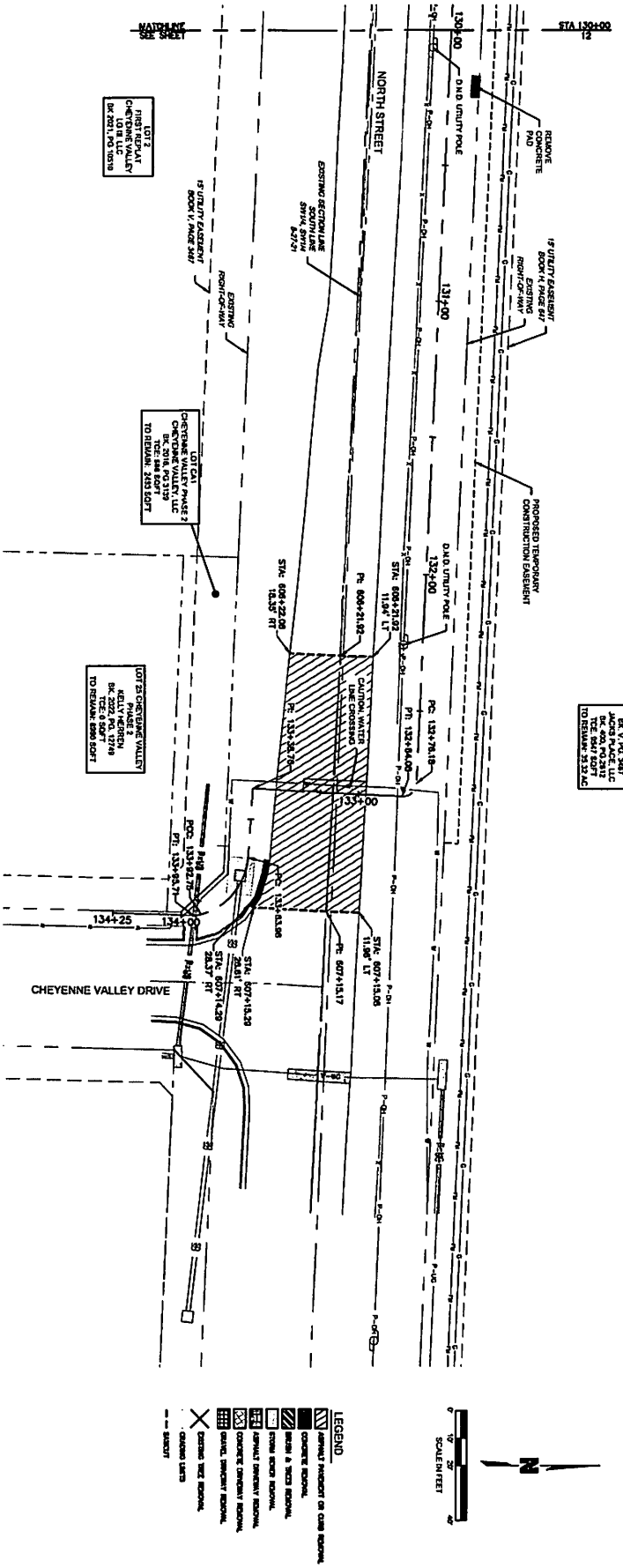
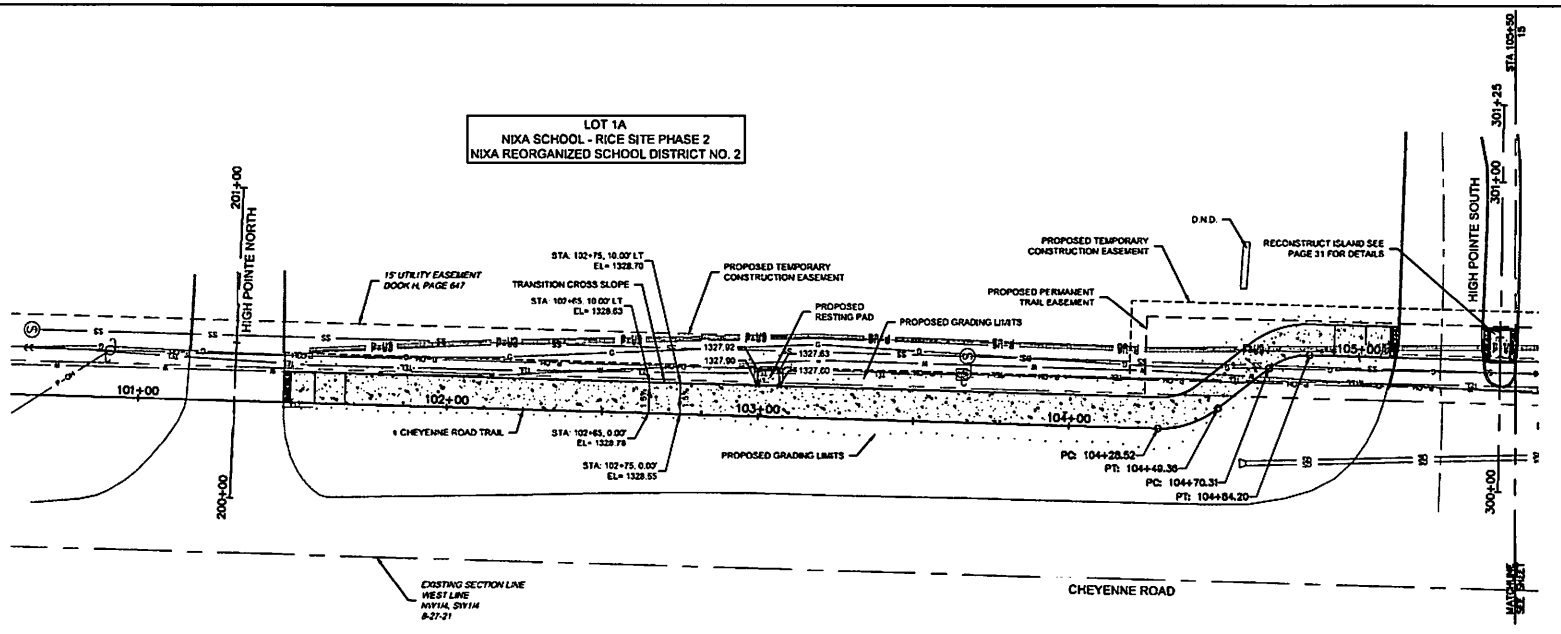


SHEET 13 of 63	DEMOLITION & REMOVAL PLANS	REV. NO.	DATE	DESCRIPTION
	CHEYENNE ROAD MULTI-USE TRAIL TAP-9901(860)			
	NIXA, MISSOURI 2025			REVISIONS

JONATHAN B. COTE-PE# 2010021 — STATE OF MISSOURI — CERTIFICATE OF AUTHORITY E-2008030871

olsson
1301 Oneok Plaza
100 West 5th Street
Tulsa, OK 74103
TEL: 918.587.0201
FAX: 918.587.0210
Olsson - Engineering
Missouri COA: 2001340



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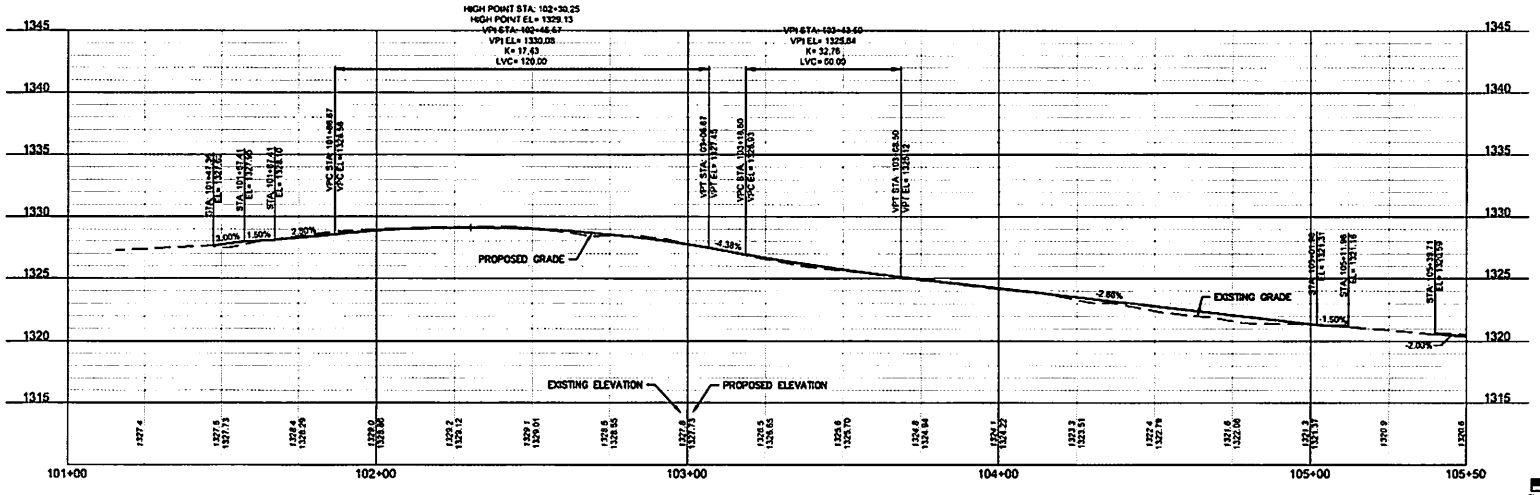

olsson

550 East St. Louis Street
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Olsson - Engineering
Missouri COA #001592

JONATHAN M. POTTS
NUMBER PE-2007008023
MISSOURI ENGINEER

JONATHAN M. POTTS—CIVIL ENGINEER
MO# PE-2007008023

REV NO.	DATE	DESCRIPTION
		REVISIONS

TRAIL PLAN & PROFILE

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

NIXA, MISSOURI

2025

drawn by: MSC / CTS
designed by: JMP
project no.: 023.62.02
file: 023.62.02

SHEET
14 of 63

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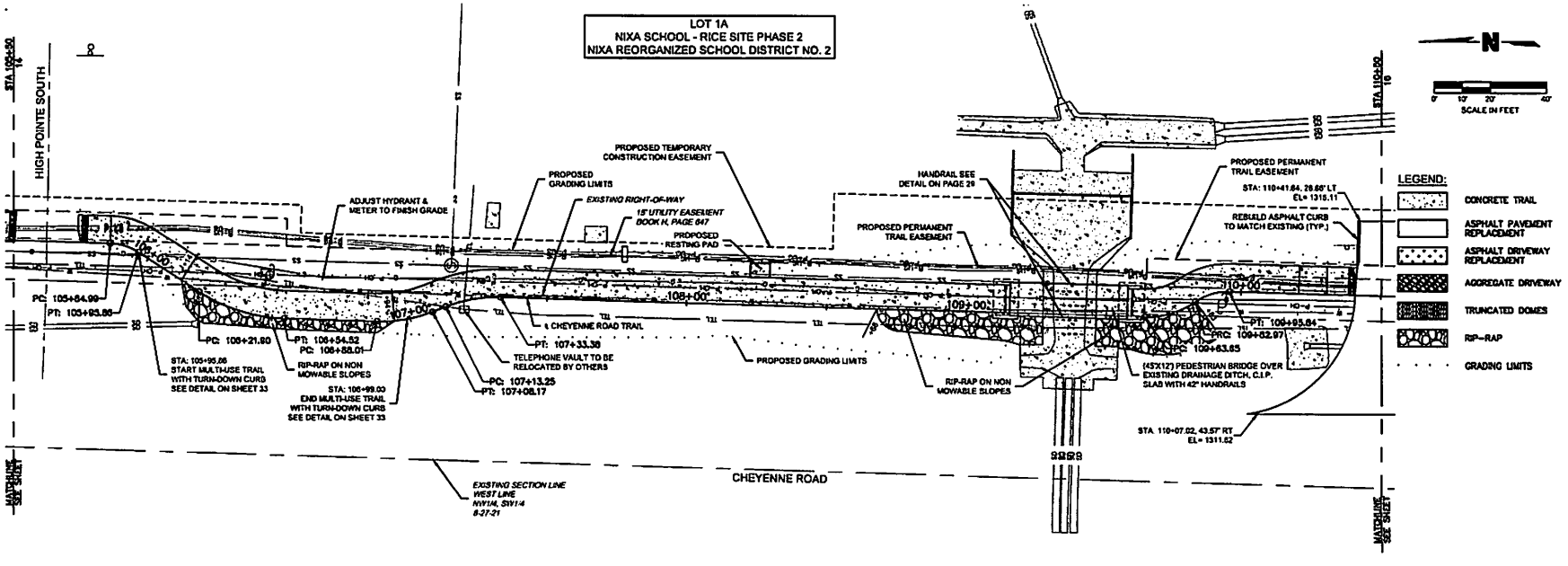
LOT 1A
NIXA SCHOOL - RICE SITE PHASE 2
NIXA REORGANIZED SCHOOL DISTRICT NO. 2



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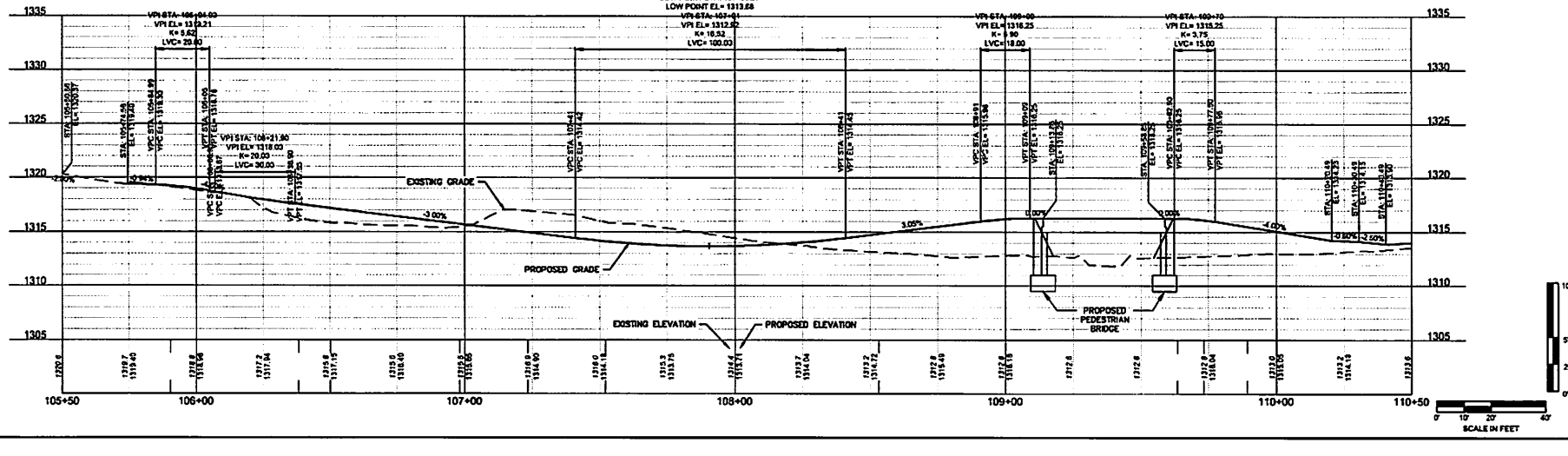

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Missouri COA #2001392

STATE OF MISSOURI
JONATHAN M. POTTS
NUMBER PE-2007018223
PROFESSIONAL ENGINEER
JONATHAN M. POTTS-CIVIL ENGINEER
MO# PE-2007018223

REVISIONS

REV. NO.	DATE	DESCRIPTION

TRAIL PLAN & PROFILE
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)
NIXA, MISSOURI
2025

Drawn by: VPC / CJC
Designed by: VPC / CJC
Project no.: 023-00520
File no.: 023-00520

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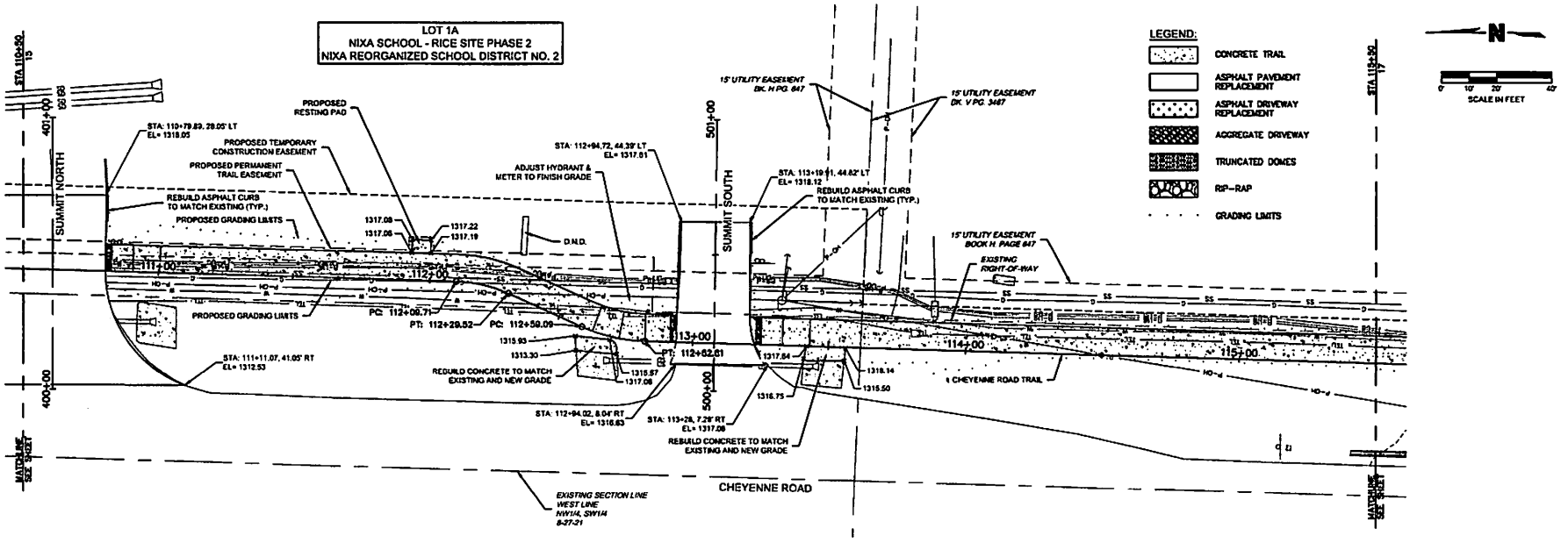

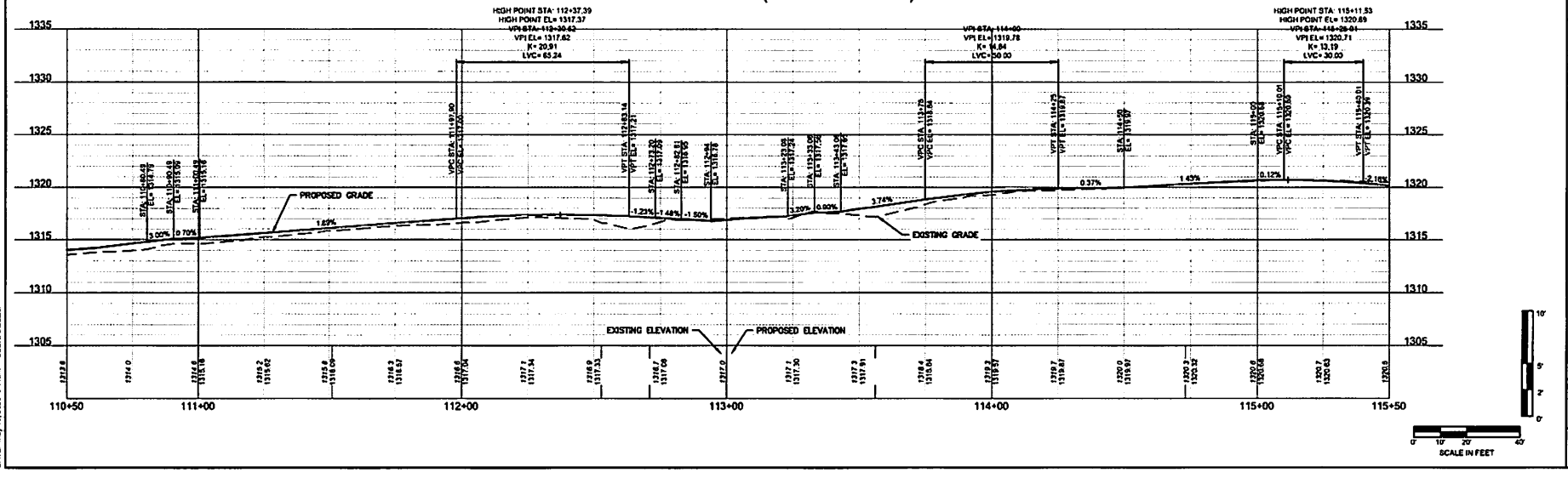

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Missouri COA #001582

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PROFESSIONAL ENGINEER

REVISIONS

REV. NO.	DATE	DESCRIPTION

TRAIL PLAN & PROFILE
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)
NIXA, MISSOURI
2025

drawn by: MDC / CTK
designed by: MDC
project no.: 023.00532
file: 023.00532_C3

SHEET
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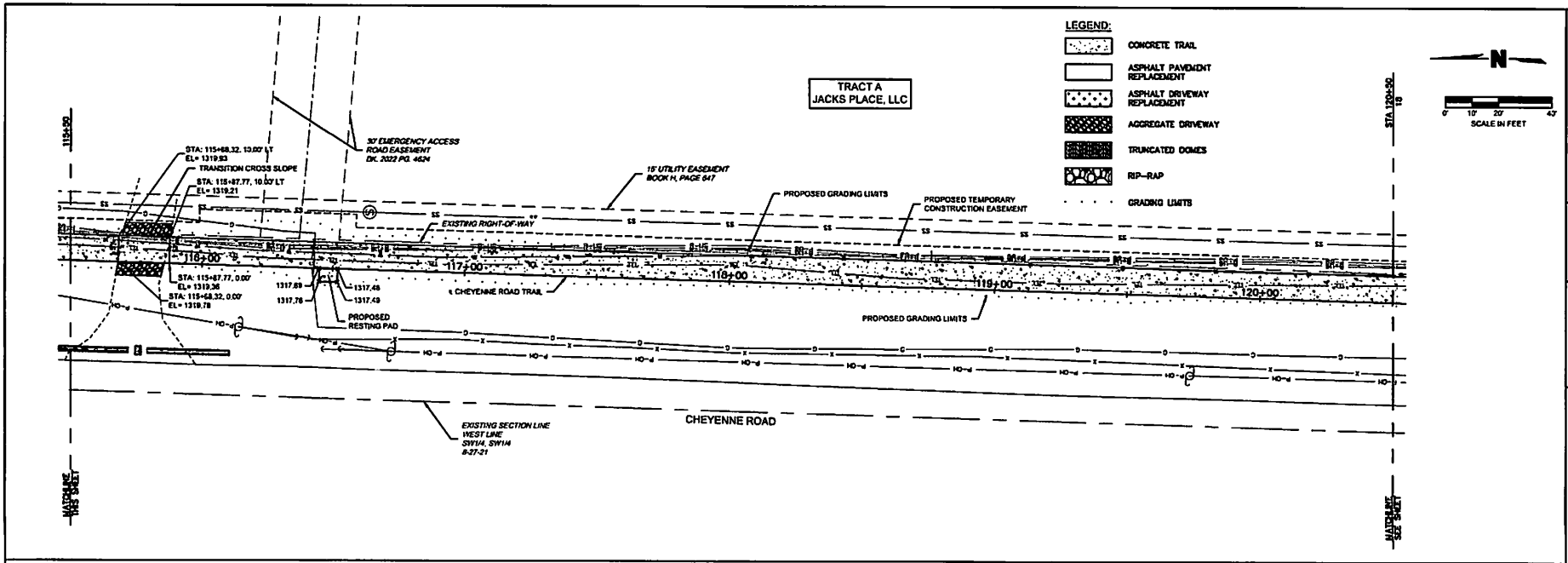

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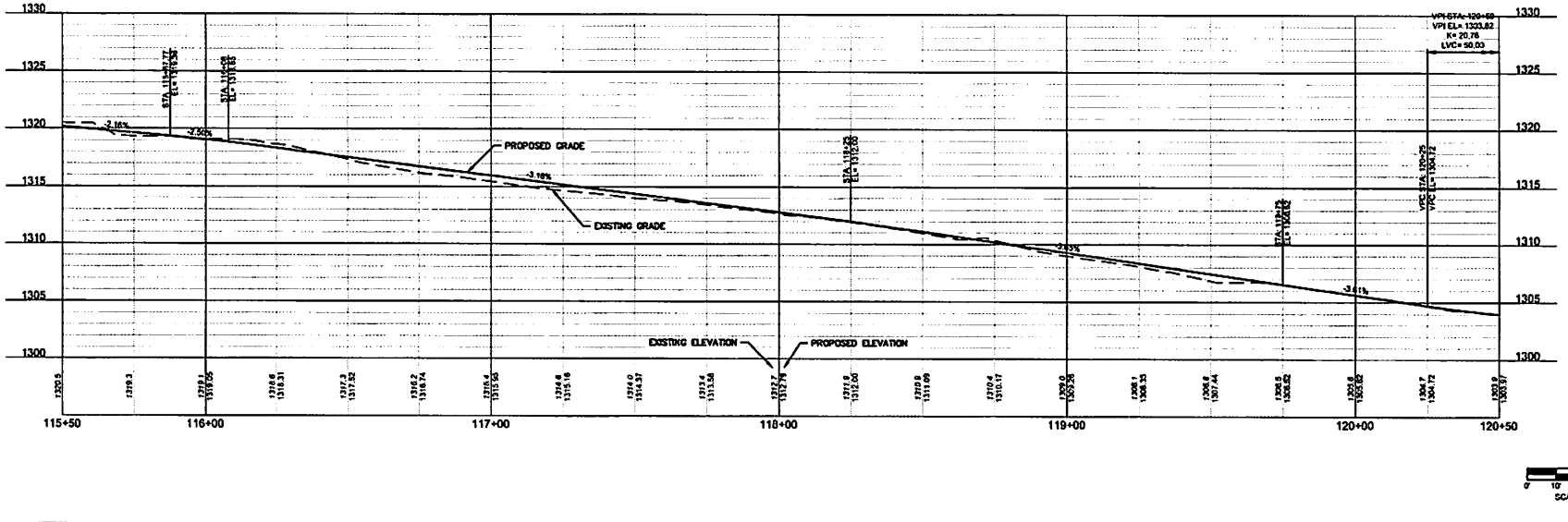

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JONATHAN M. PEITZ HAMMER PE-2010018223 PROFESSIONAL ENGINEER
JONATHAN M. PEITZ-HAMMER, PE-2010018223
MO# PE-2010018223

REVISIONS

REV. NO.	DATE	DESCRIPTION

TRAIL PLAN & PROFILE

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MEC/CH
designed by: MEC
project no. 023.0434.01
date 05/15/25

SHEET
17 of 63

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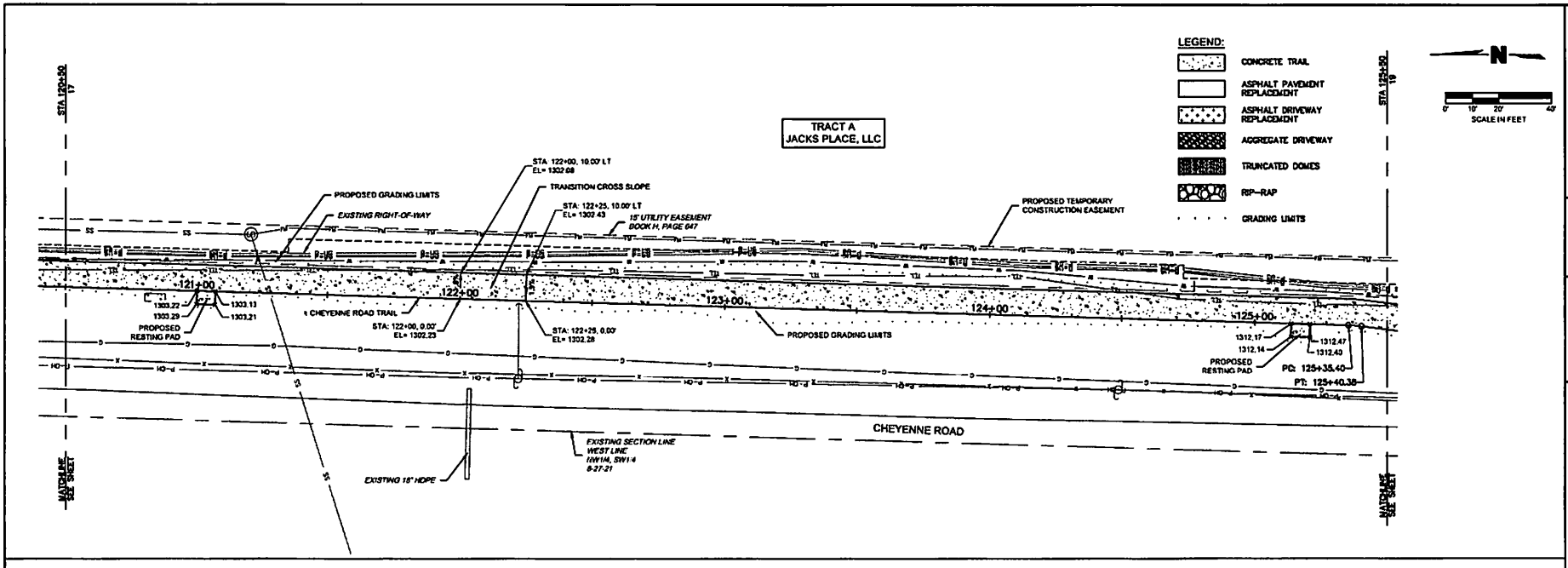

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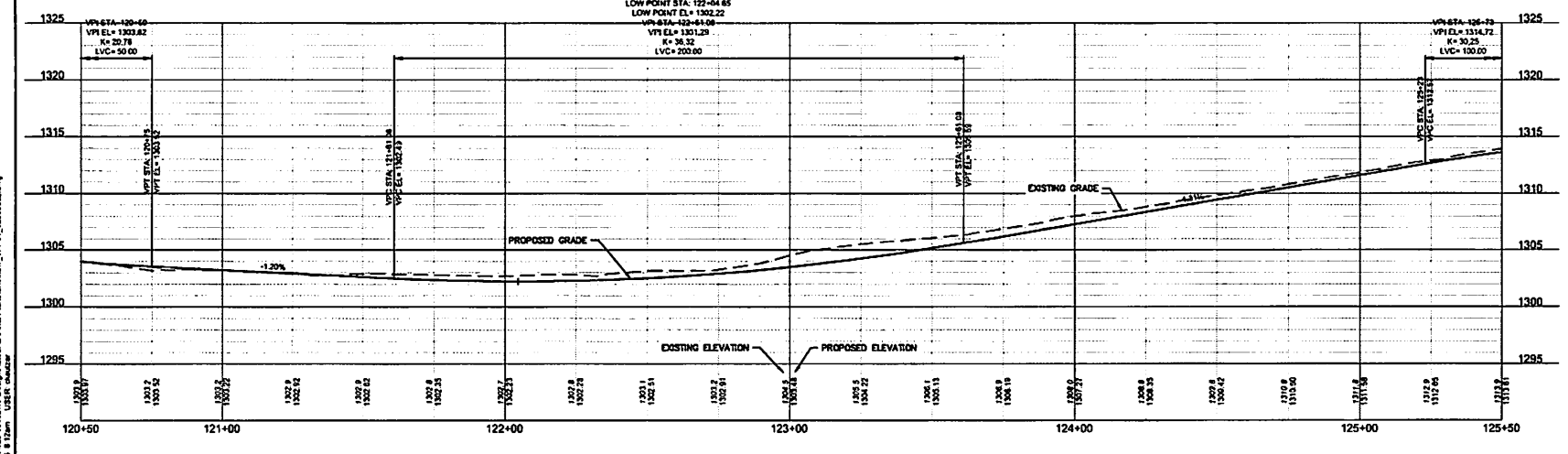

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REVISIONS

REV NO.	DATE	DESCRIPTION

TRAIL PLAN & PROFILE

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

NIXA, MISSOURI

2025

drawn by: MSC / CTK
designed by: MSC
project no.: 017.0410
date: 2025-05-15

SHEET
18 of 63

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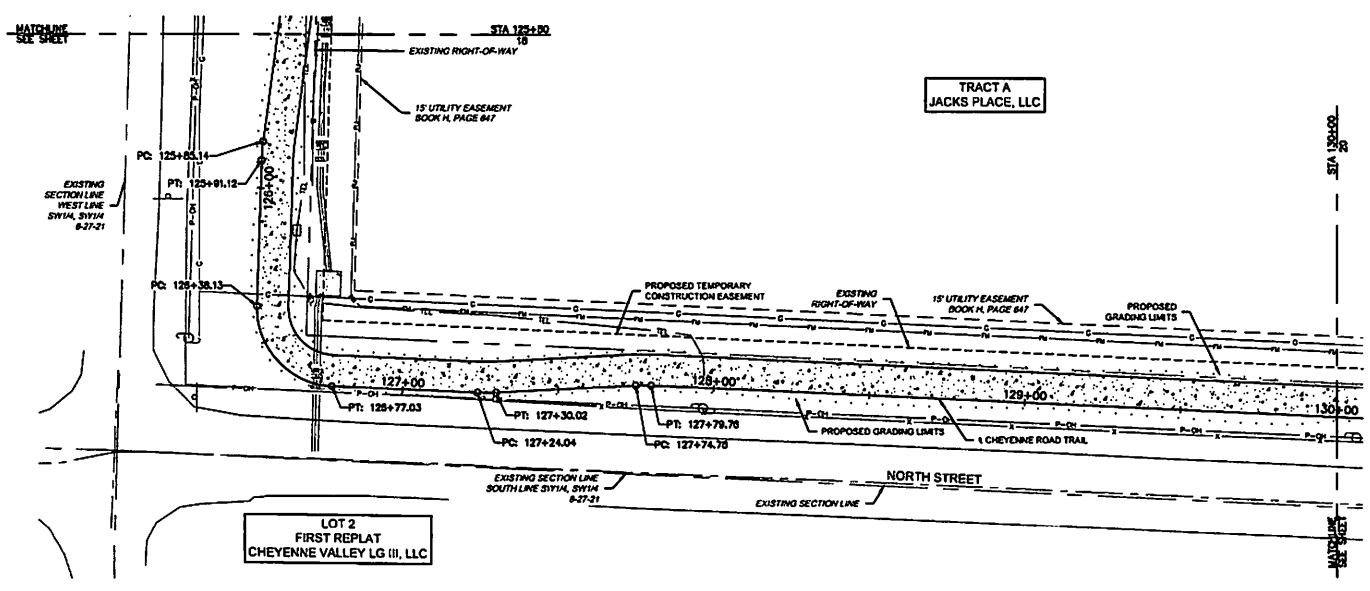

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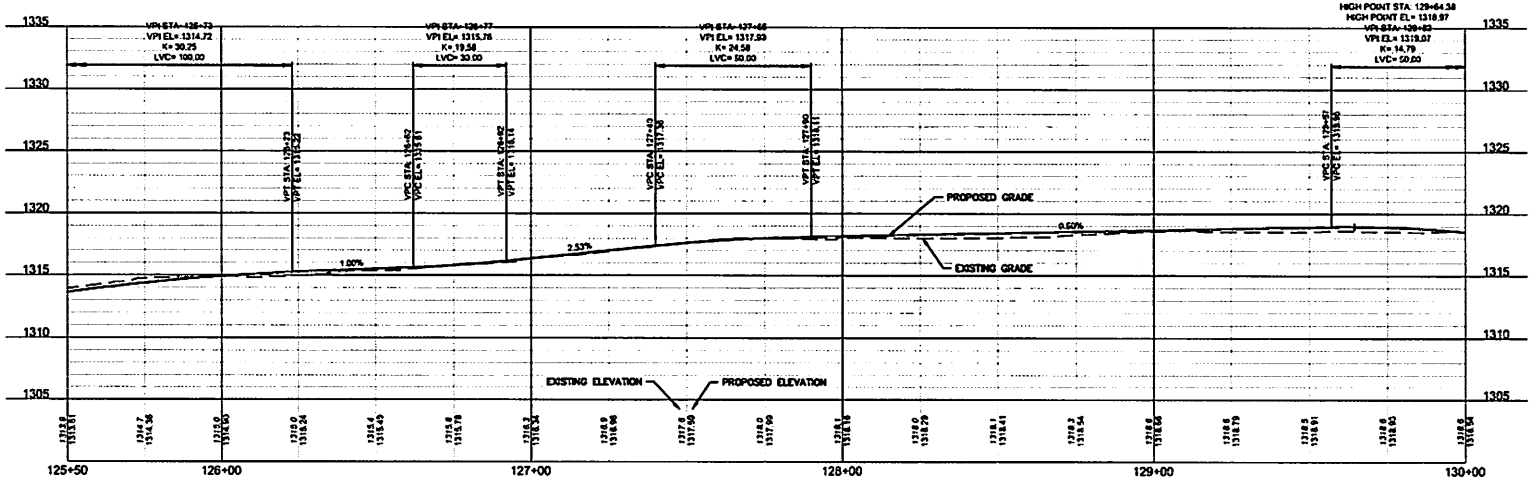

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Missouri COA #2001592

JONATHAN W. REED - CIVIL ENGINEER
MO# PE-2007009023

REVISIONS

REV. NO.	DATE	DESCRIPTION

TRAIL PLAN & PROFILE

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MEC / EC
designed by: MEC
project no. 022-05813
date 2025-05-15

SHEET
19 of 63

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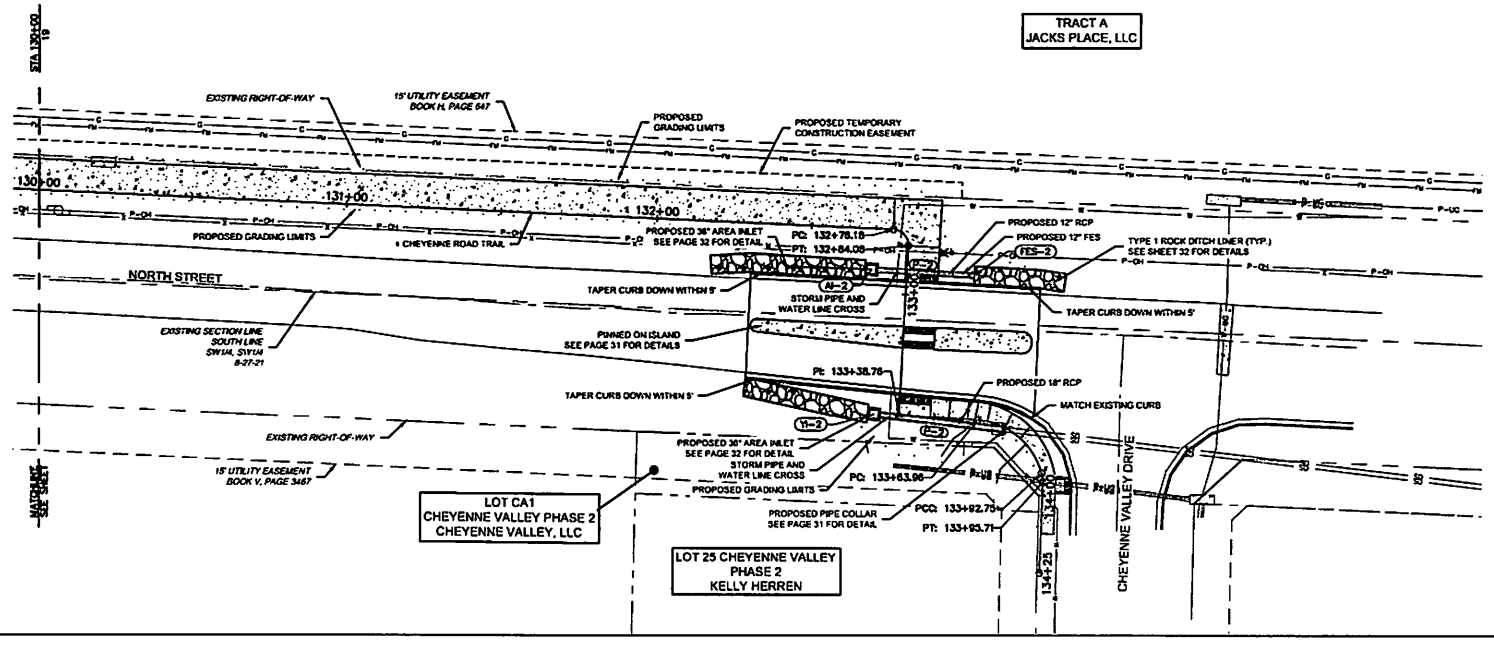

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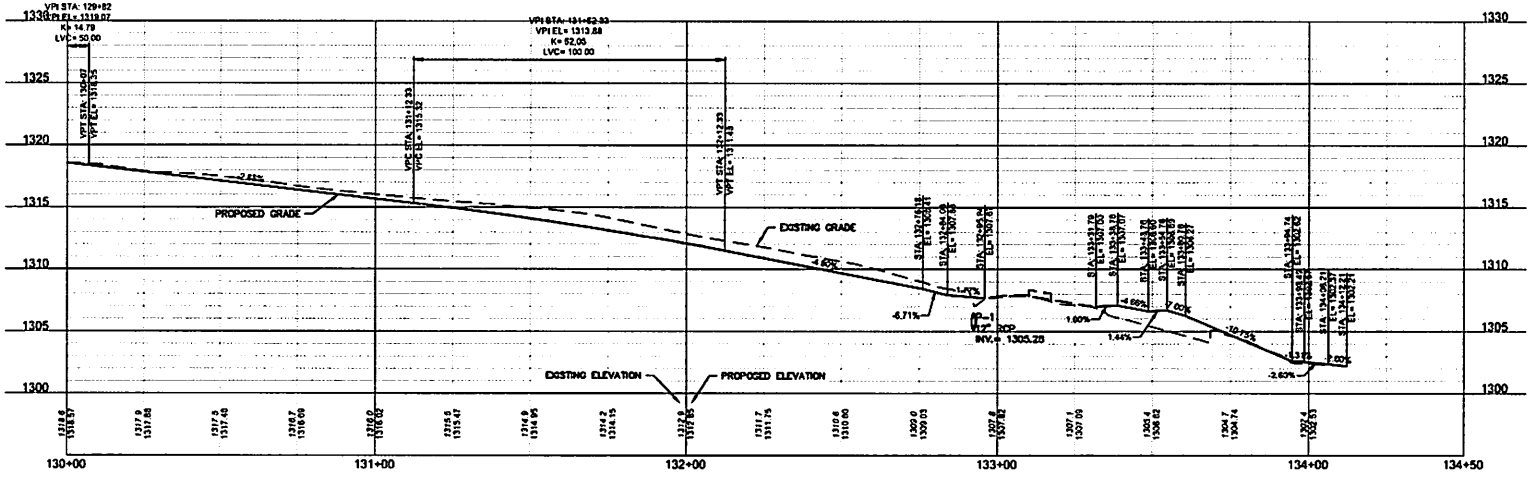

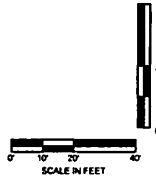

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Missouri COA #001382

JONATHAN W. POTZ NUMBER PE-2011009023 ENGINEER

REVISIONS

REV NO.	DATE	DESCRIPTION

TRAIL PLAN & PROFILE

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: VDC / CTK
designed by: VRE
project no.: 021.01632
file: 2025-01-13

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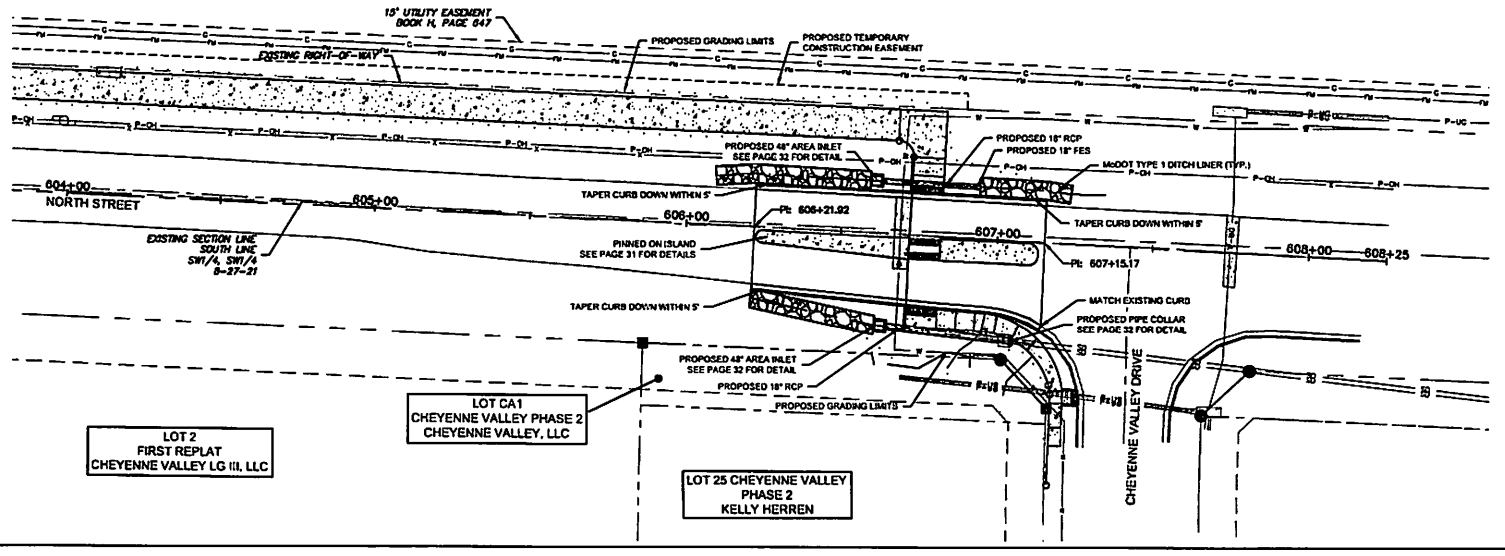

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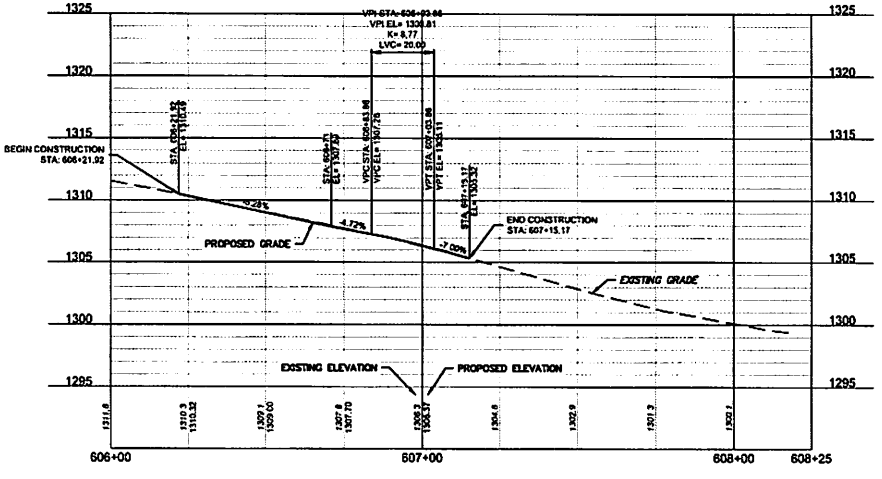

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850 East St. Louis Street
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STATE OF MISSOURI
JONATHAN M. PITT
NUMBER PE-2007030823
PROFESSIONAL ENGINEER
JONATHAN M. PITT—CIVIL ENGINEER
STATE OF MISSOURI

REVISIONS

REV. NO.	DATE	DESCRIPTION

ROADWAY PLAN & PROFILE

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

NIXA, MISSOURI

2025

drawn by: MDC | CTD
designed by: MDC
project no.: 023.0432.13
date: XX/XX/25

SHEET
21 of 63

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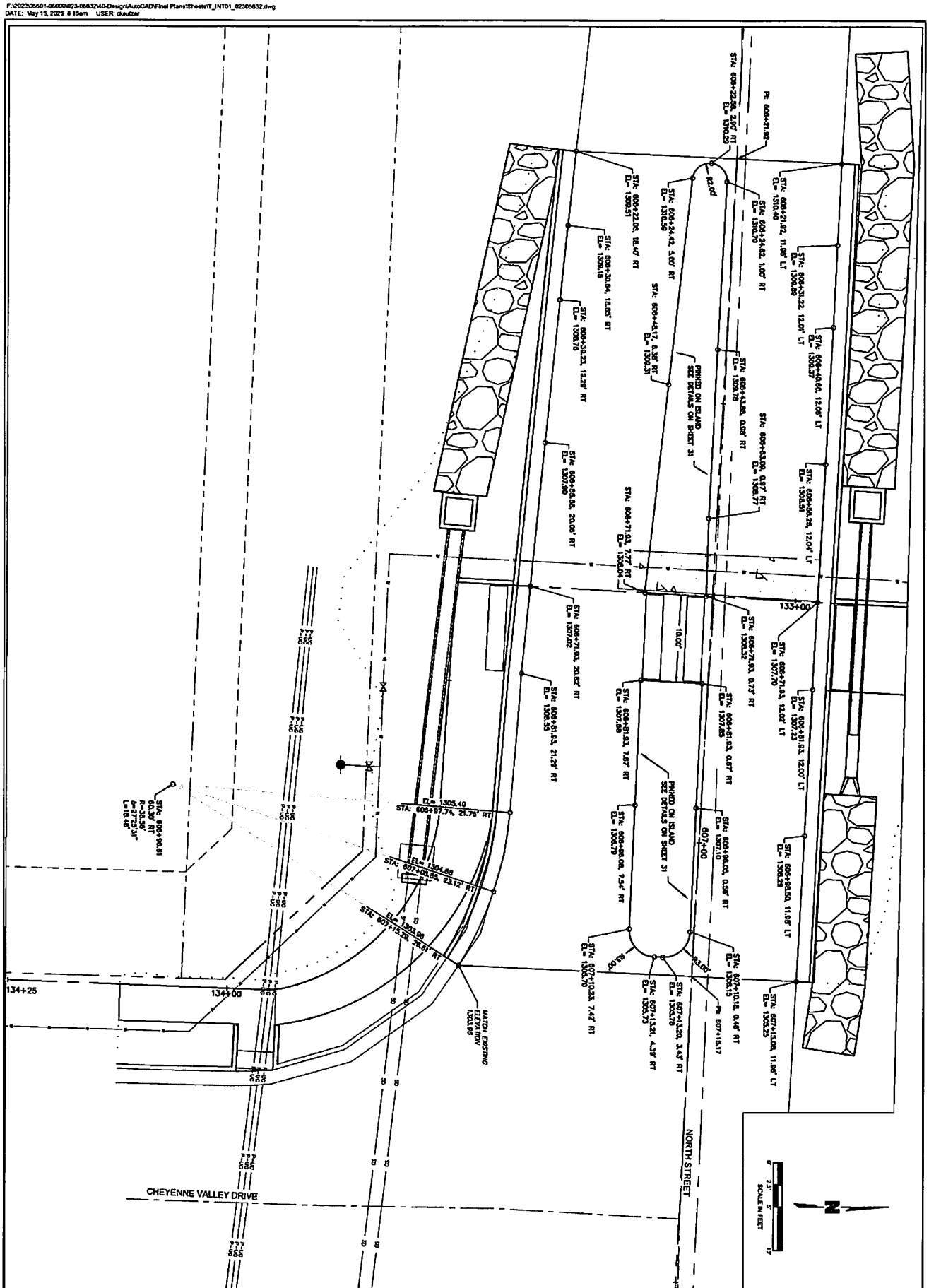

INTERSECTION LAYOUTS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI 2025

REV. NO.	DATE	DESCRIPTION

REVISIONS

SHEET 22 of 63

STATE OF MISSOURI — CHRISTOPHER M. BARKER — NUMBER 2010036020 — DEPARTMENT OF TRANSPORTATION

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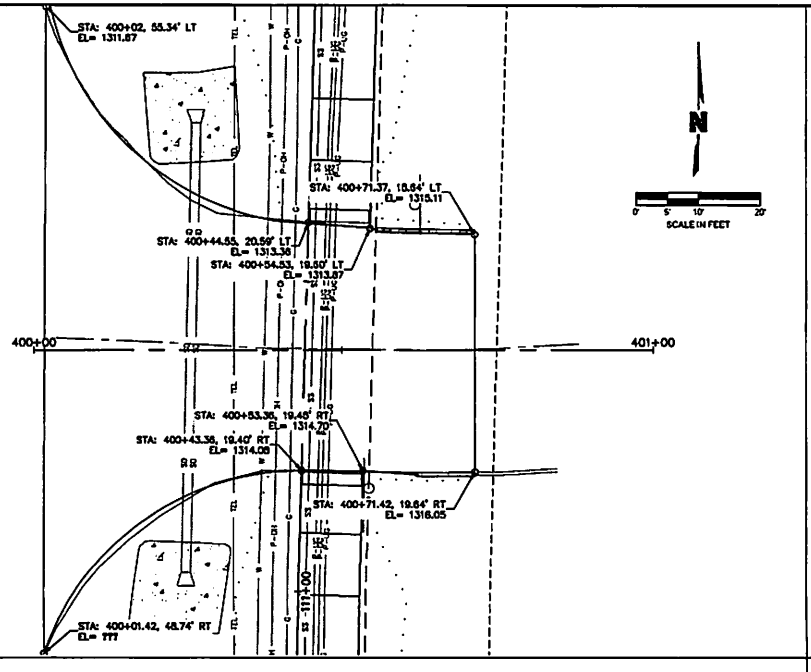
Missouri COA #2021042
TEL 417.890.8802
FAX 417.890.8805
559 East St. Louis Street
Springfield, MO 65806



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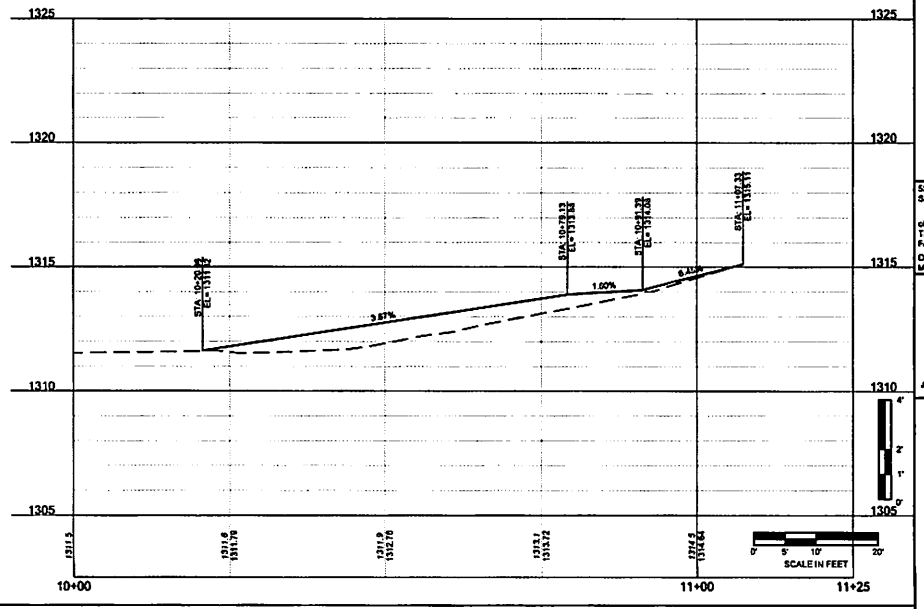

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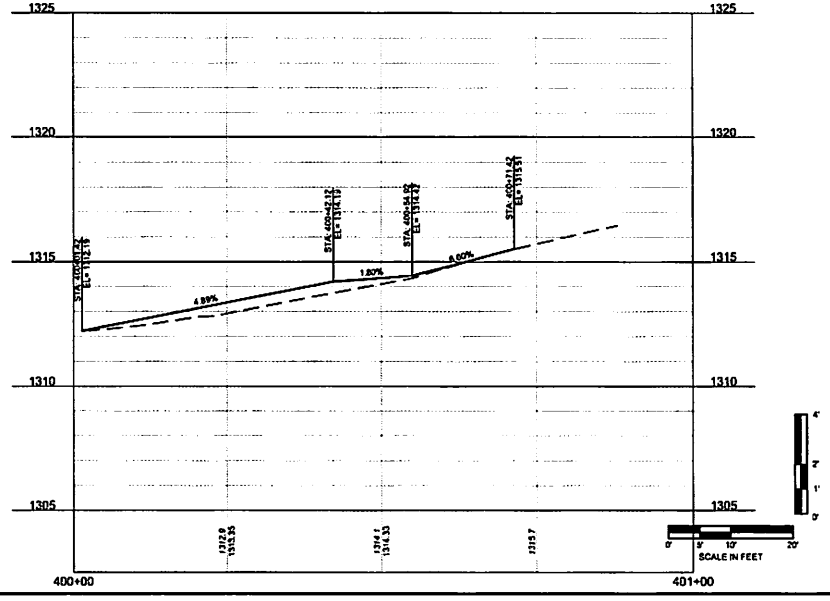

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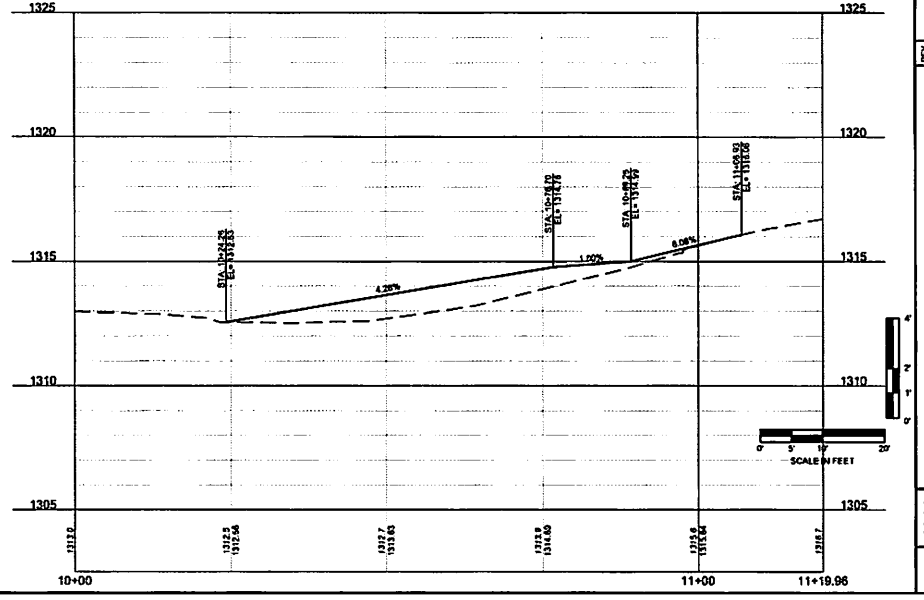

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FAX 417.890.8505

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Missouri COA #001582

STATE OF MISSOURI
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NUMBER PE-2010026523
PROFESSIONAL ENGINEER
JONATHAN M. POTZ-CIVIL ENGINEER
MO# PE-2010026523

REVISIONS

REV NO.	DATE	DESCRIPTION

DRIVEWAY LAYOUTS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MEC / CDI
designed by: JMP
project no. 023-00432
date 03-31-25

SHEET
23 of 63

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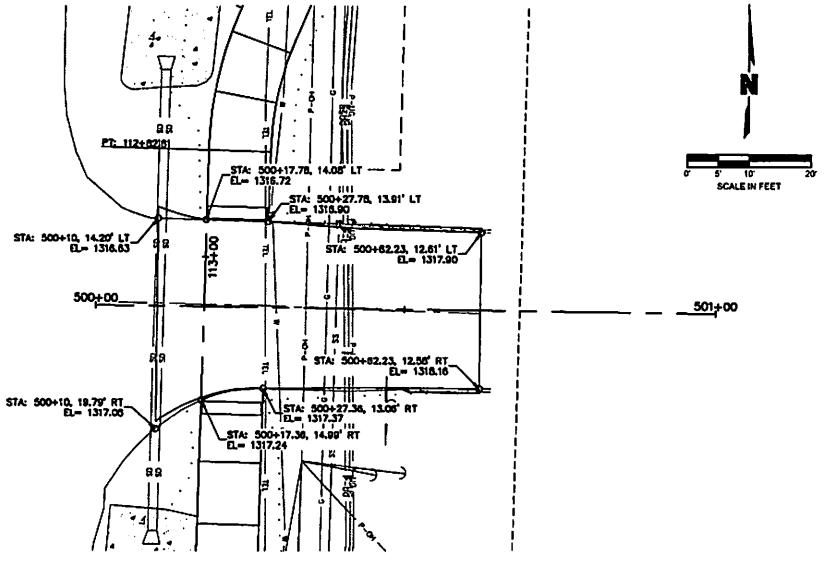
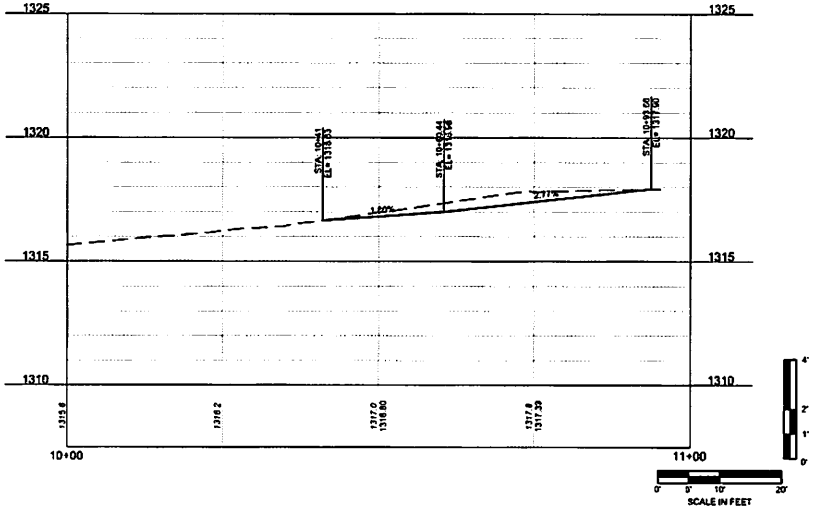
DATE: May 15, 2025 @ 10am USER dmuller



SUMMIT SOUTH - NORTH EDGE (10+00 - 11+00)



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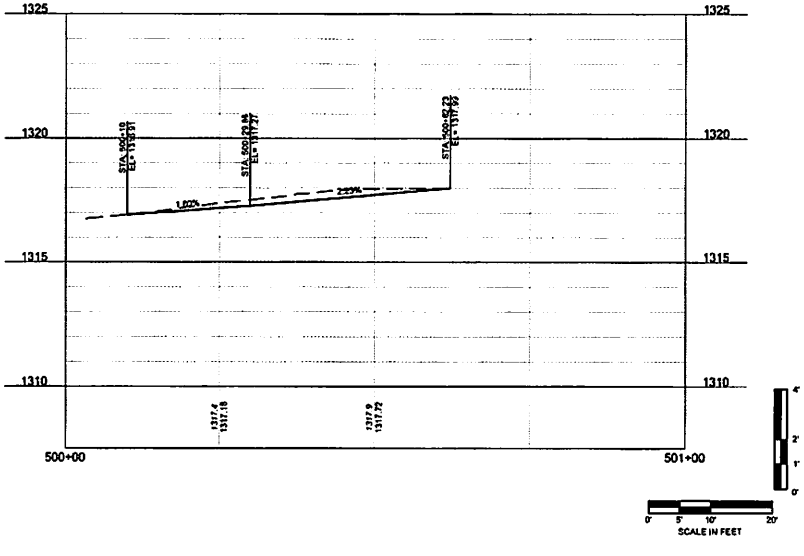

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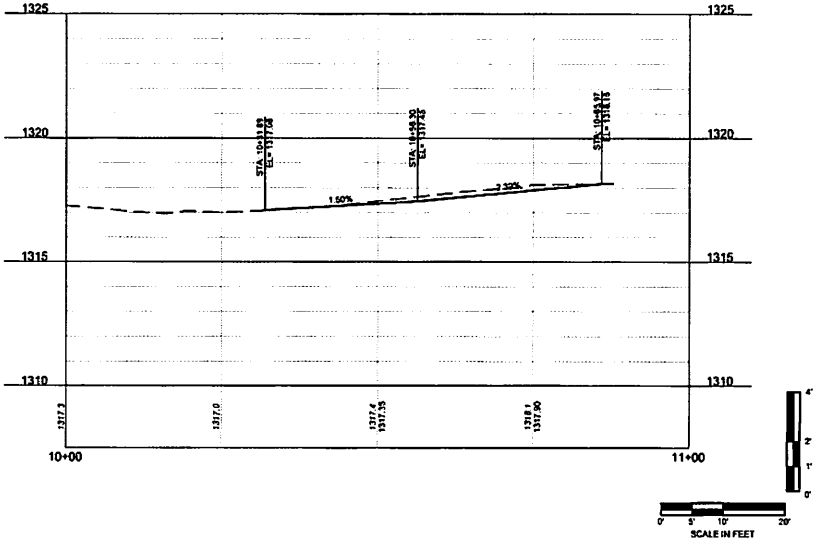

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Missouri COA #001592

STATE OF MISSOURI
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NUMBER PE-2007005023
PROFESSIONAL ENGINEER

JONATHAN W. PUTZ, CIVIL ENGINEER
MO# PE-2007005023

REVISIONS

REV NO	DATE	DESCRIPTION

DRIVEWAY LAYOUTS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MSC/JCTL
designed by: MSC
project no.: 021.07.013
date: 2025-05-15

SHEET
24 of 63

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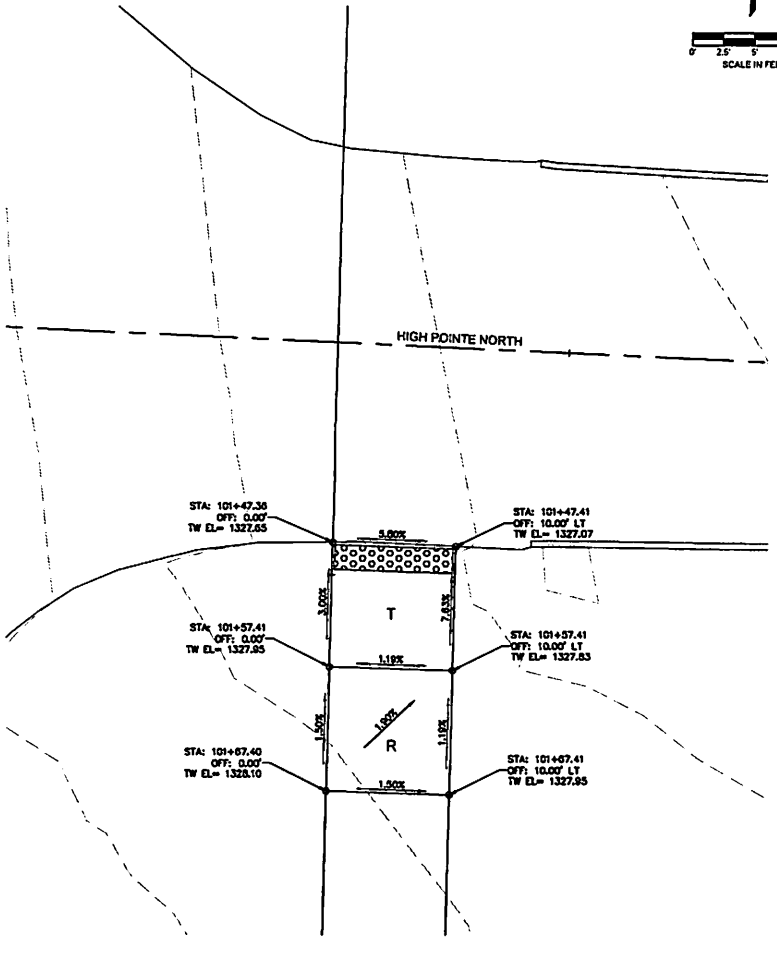

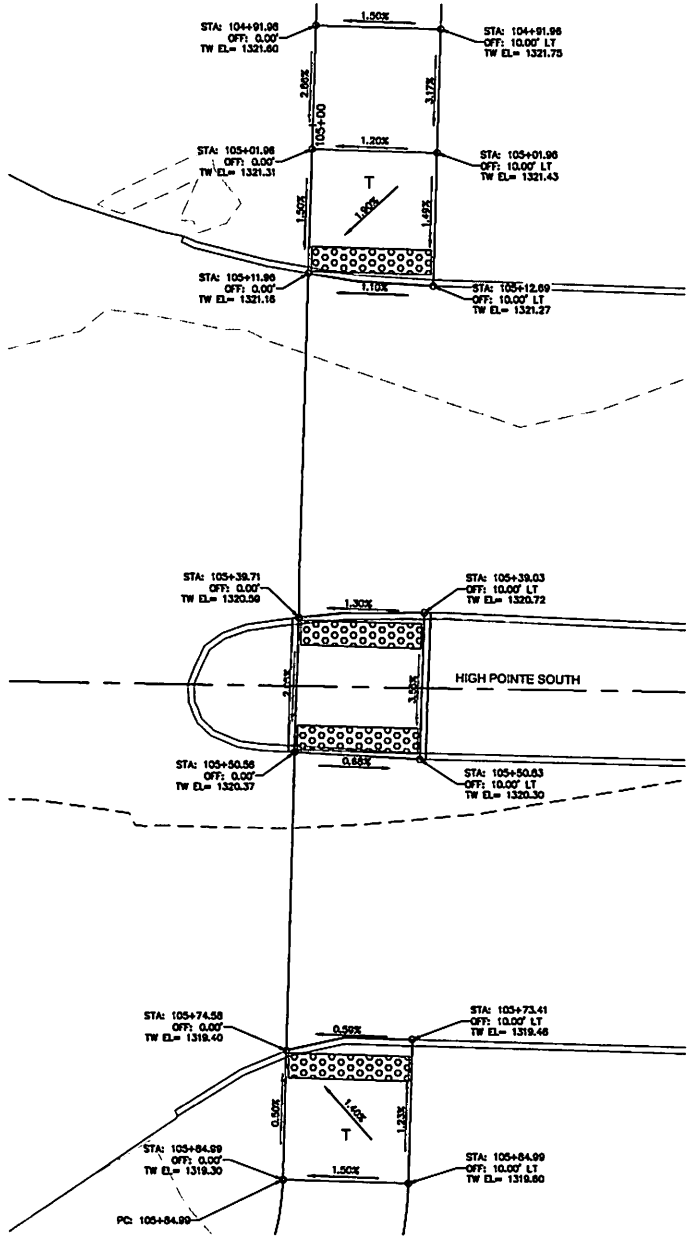

N
0' 2.5' 5' 10'
SCALE IN FEET

LEGEND

	TRUNCATED DOMES
R	RAMP
L	LANDING
T	TRANSITION

ABBREVIATIONS

TW - TOP OF WALK
EOP - EDGE OF PAVEMENT

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Olsson - Engineering
Missouri COA #031592

STATE OF MISSOURI
JONATHAN M. POTTS
NUMBER PE-2011009023
PROFESSIONAL ENGINEER
JONATHAN M. POTTS-CIVIL ENGINEER
MO# PE-2011009023

REVISIONS

REV NO.	DATE	DESCRIPTION

SIDEWALK RAMP LAYOUTS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)
NIXA, MISSOURI
2025

drawn by: NTC / CTH
designed by: JMP
project no. 023.04.03
date 2025.07.30

SHEET
25 of 63

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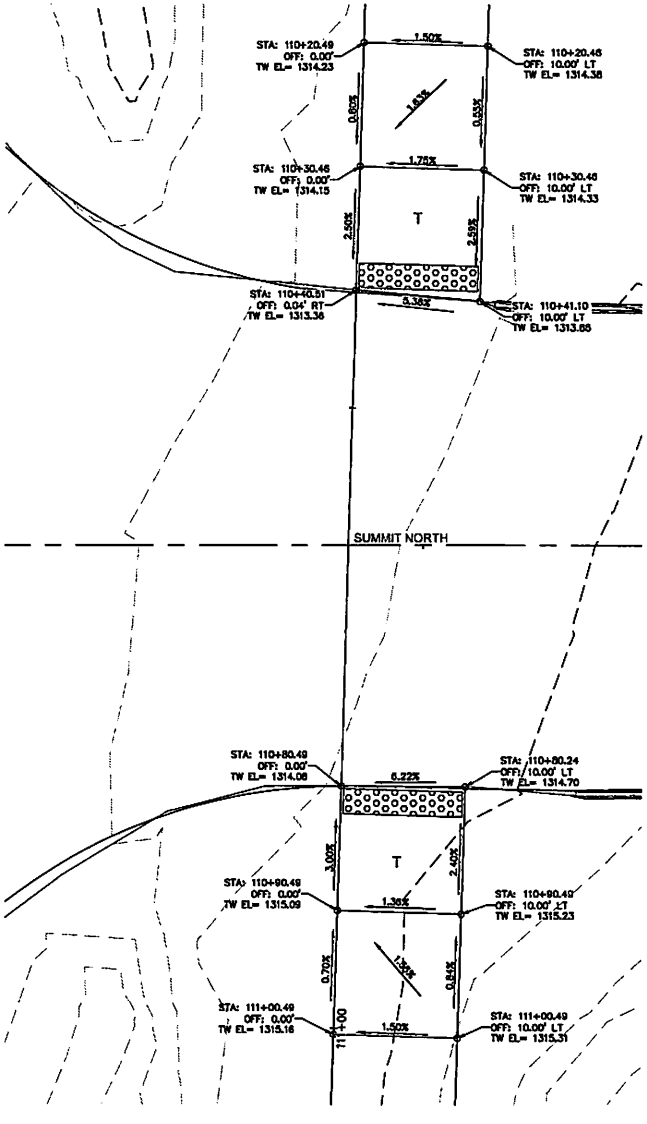

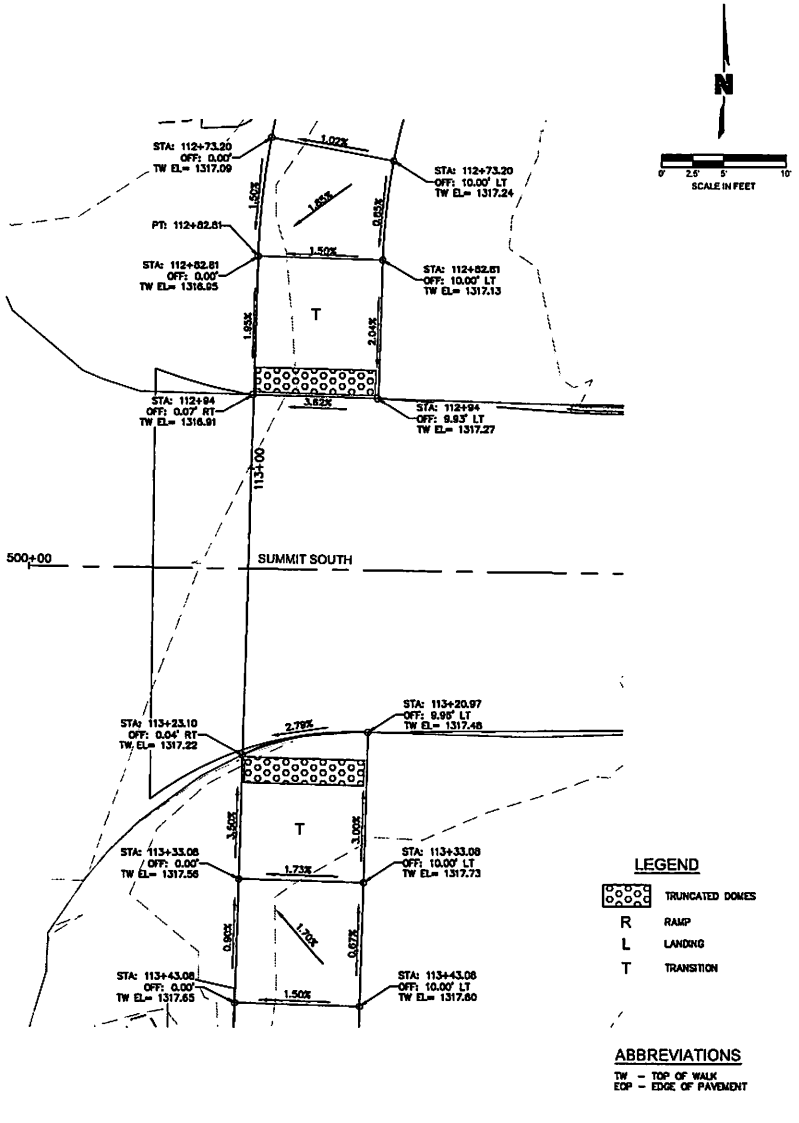

LEGEND

	TRUNCATED DOMES
R	RAMP
L	LANDING
T	TRANSITION

ABBREVIATIONS

TW = TOP OF WALK
EOP = EDGE OF PAVEMENT

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Missouri COA #001592

STATE OF MISSOURI
JONATHAN W. POTZ
NUMBER PE-2007009323
PROFESSIONAL ENGINEER
JONATHAN W. POTZ-KING, NUMBER 2007009323

REVISIONS

REV. NO.	DATE	DESCRIPTION

SIDEWALK RAMP LAYOUTS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

2025

NIXA, MISSOURI

drawn by: KDC / CTK
designed by: KDC
project no. 021.01433
date 2025.07.30

SHEET
26 of 63

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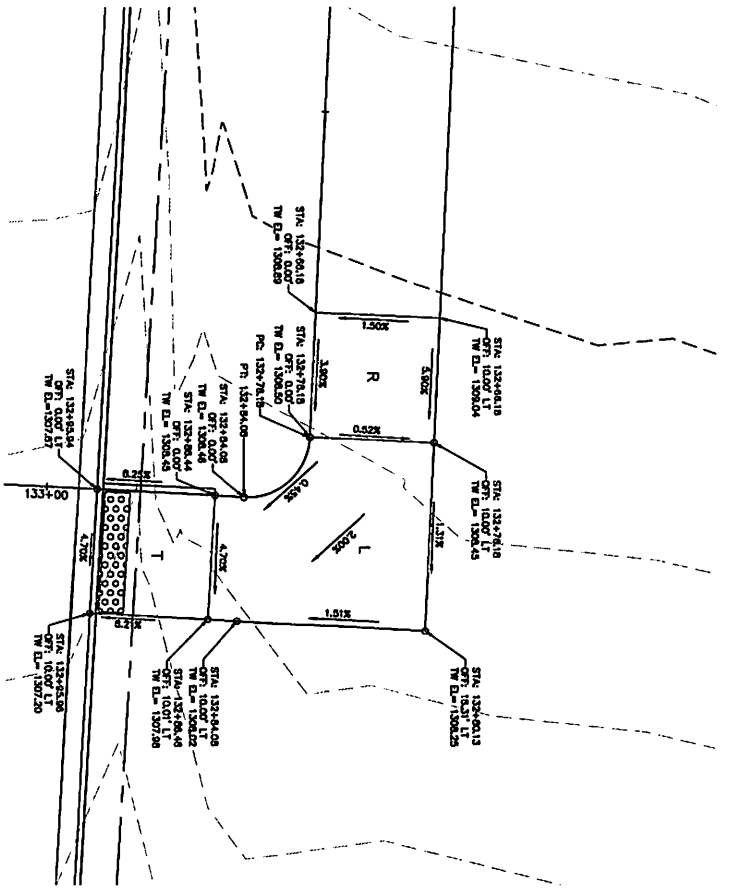

LEGEND

TRUNCATED DOMES

R RAMP

L LANDING

T TRANSITION

ABBREVIATIONS

TW - TOP OF WALK
EOP - EDGE OF PAVEMENT

0' 2.5' 5' 10'
SCALE IN FEET

N

SHEET 27 of 63	SIDEWALK RAMP LAYOUTS	REV. NO. / DATE / DESCRIPTION	550 East St. Louis Street, Springfield, MO 65806
	CHEYENNE ROAD MULTI-USE TRAIL TAP-9901(860)		olsson.com TEL 417.890.8802 FAX 417.890.8805 Olsson - Engineering Missouri COA #001392
	NIXA, MISSOURI 2025	REVISIONS	olsson

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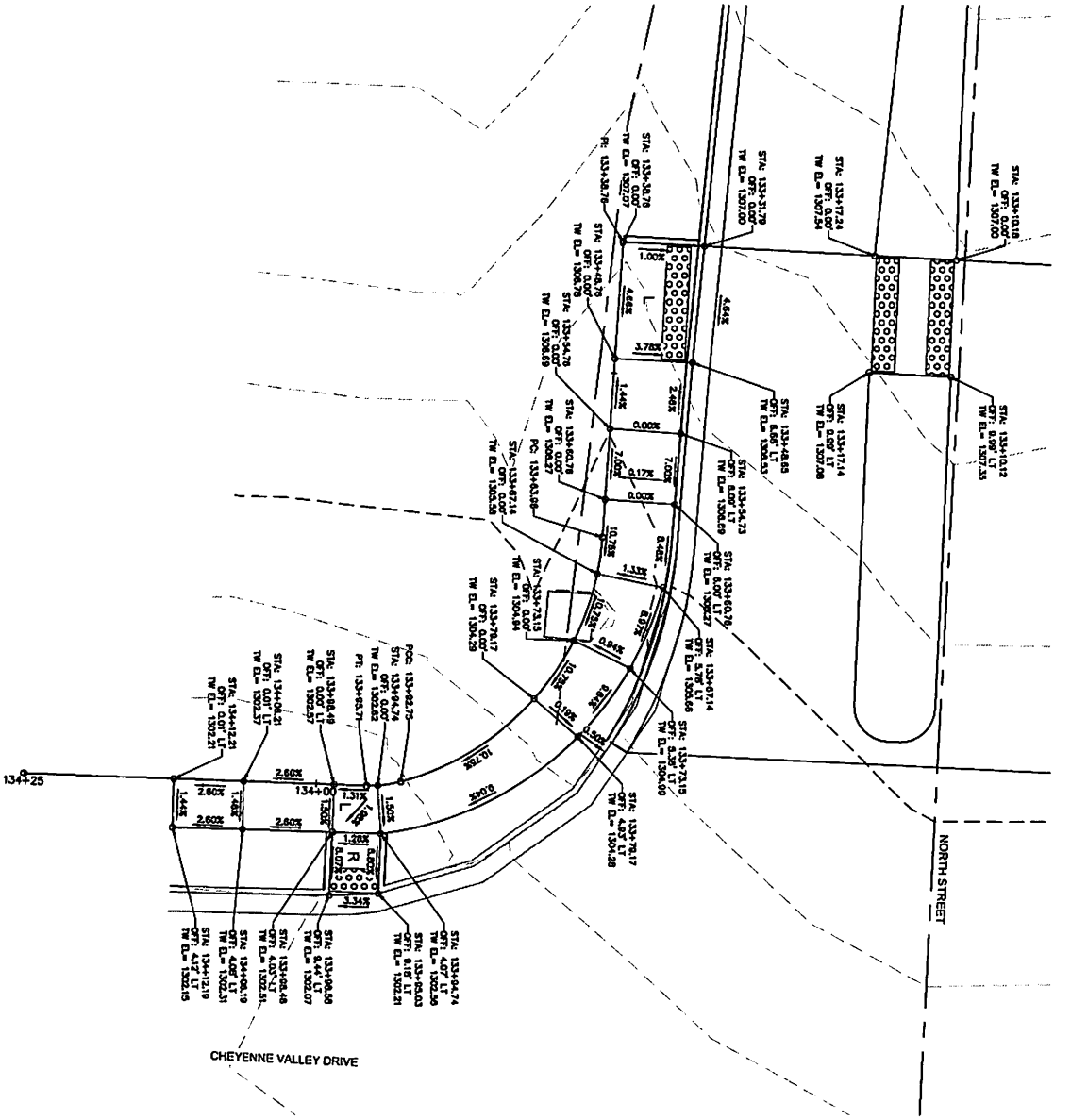


LEGEND

TRUNCATED DOMES

R RAMP

L LANDING

T TRANSITION

ABBREVIATIONS

TW = TOP OF WALK

EOP = EDGE OF PAVEMENT

SHEET 28 of 63

SIDEWALK RAMP LAYOUTS

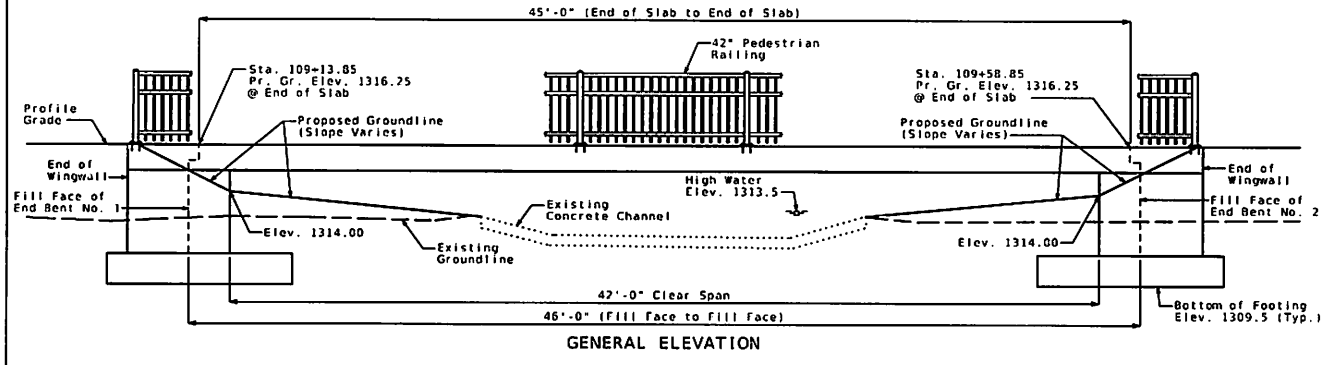
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI 2025

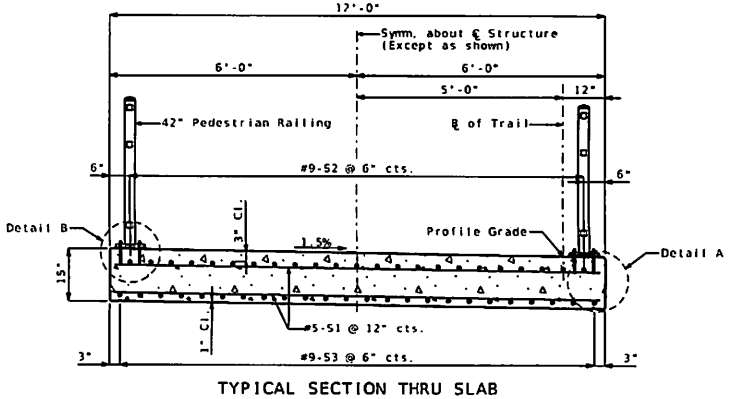
REV. NO.	DATE	DESCRIPTION

REVISIONS

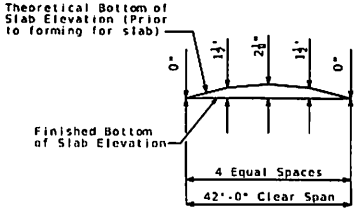
olsson



GENERAL ELEVATION



TYPICAL SECTION THRU SLAB

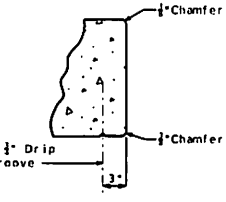


DEAD LOAD DEFLECTION DIAGRAM

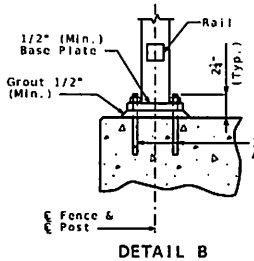
Theoretical Bottom of Slab Elevations (Prior to forming for slab)

Location	42'-0" Clear Span				
	0.00	0.25	0.50	0.75	1.00
At Left Edge	1314.84	1314.96	1315.01	1314.96	1314.84
At ℄ of Trail	1315.00	1315.12	1315.17	1315.12	1315.00
At Right Edge	1315.02	1315.14	1315.19	1315.14	1315.02

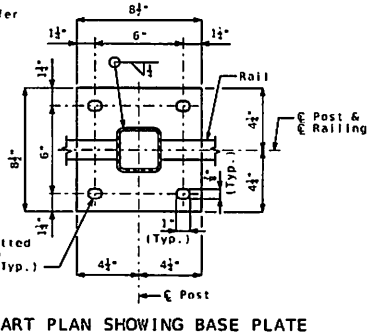
Theoretical bottom of slab elevations prior to forming for slab include allowance for theoretical dead load deflections due to weight of slab and pedestrian railing.



DETAIL A



DETAIL B



PART PLAN SHOWING BASE PLATE

Estimated Quantities for Pedestrian Bridge

Item		Total
Class B Concrete (Substructure)	cu. yard	25.9
Class B-2 Concrete (Superstructure)	cu. yard	23.0
(42 in.) Decorative Pedestrian Fence	linear foot	104

These quantities are included in the table on Sheet No. 4.

All work shown in the plans necessary to complete the pedestrian bridge, complete in place, shall be covered by the bid items "Class B Concrete (Substructure)", "Class B-2 Concrete (Superstructure) and "(42 in.) Decorative Pedestrian Fence".

No special measurement or payment will be made for excavation, dewatering (if required), compaction, formwork, reinforcing, drains, and backfill. These items shall be considered completely covered by other items.

Contractor shall submit a bill of reinforcing steel and fence shop drawings for review and approval by the Engineer prior to ordering materials. Three (3) weeks shall be allowed for completion of this preconstruction review.

General Notes:

Design Specifications
2020 AASHTO LRFD Bridge Design Specifications (9th Ed.)
2009 AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges

Design Loading:
Vehicular = H10
Pedestrian = 90 lb/cf
Earth = 120 lb/cf
Equivalent Fluid Pressure = 45 lb/cf

Design Unit Stresses:
Class B Concrete (Substructure) f'c = 3,000 psi
Class B-2 Concrete (Superstructure) f'c = 4,000 psi
Reinforcing Steel (Grade 60) fy = 60,000 psi

Reinforcing Steel:
Minimum clearance to reinforcing steel shall be 1 1/2", unless otherwise shown.

All reinforcing steel shall be epoxy coated.

Concrete:
Concrete shall meet the requirements of Sec 501.

All concrete below the upper construction joint in the end bents shall be Class B. All concrete above the upper construction joint in the end bents shall be Class B-2.

Pedestrian Railing:
Pedestrian railing shall be Ameristar Fence Products, Inc. Aegis II Majestic or an approved equal.

Pedestrian railing shall be installed from end of wingwall to end of wingwall.

Maximum post spacing shall be 8'-0".

Railing shall have a gloss black finish.

Base plate shall be ASTM A709, Grade 50 and shall be galvanized in accordance with ASTM A123 and Sec 1081.

Mortar shall be placed under the base plates in accordance with Sec. 1066.

All posts shall be vertical.

Resin anchors shall be in accordance with Sec 1039.

Payment for furnishing and erecting the pedestrian railing complete in place will be considered completely covered by the contract unit price for (42 in.) Decorative Pedestrian Fence.

Excavation:
Excavation for the end bent footings shall be in accordance with Sec 206 except that a layer of granular material at least 12 inches thick shall be placed below the bottom of the footings to the limits shown on the Plan of End Bent. The granular material shall be in accordance with Sec 1007 for Type 1 aggregate and shall be compacted to provide uniform support for the bottom of the end bent footings.

A qualified technician or geotechnical engineer shall check end bent foundation soil to verify conditions are acceptable for an allowable bearing pressure of 3,000 psf with the proposed subgrade improvements. If unsuitable material is encountered, contractor shall notify the engineer.

No direct payment will be made for excavation or furnishing, placing or compacting the granular backfill. These items will be considered completely covered by other items.

End Bent Drains:
All drain pipe shall be sloped 1 to 2 percent.

Drain pipe may either by 6-inch diameter corrugated metallic-coated steel pipe underdrain, 4-inch diameter corrugated polyvinyl chloride (PVC) drain pipe, or 4-inch diameter corrugated polyethylene (PE) drain pipe.

Drain pipe shall be placed at fill face of end bent and inside face of wingwalls as shown on the Plan of End Bent.

Perforated pipe shall be placed at fill face side and inside face of wings and plan pipe shall be used where the vertical drain ends to the exit at ground line.

Geotextile fabric shall be in accordance with Sec 1011.

Field locate the end of the drain pipes. The end of the drain pipes shall be fitted with a galvanized screen to prevent the entrance of rodents.

Miscellaneous:
"Sec" refers to the section in the 2024 MoDOT Standard Specifications for Highway Construction and supplemental specifications unless specified otherwise.

Joint filler shall be in accordance with Sec 1057 for preformed fiber expansion joint filler. Joint sealant shall be in accordance with Sec 717 for silicone joint sealant for saw cut and formed joints.

Drawing not to scale. Follow dimensions.

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GRANT LUCKERSELL
NUMBER PE-2012156139
STATE OF MISSOURI
PROFESSIONAL ENGINEER
12-15-25

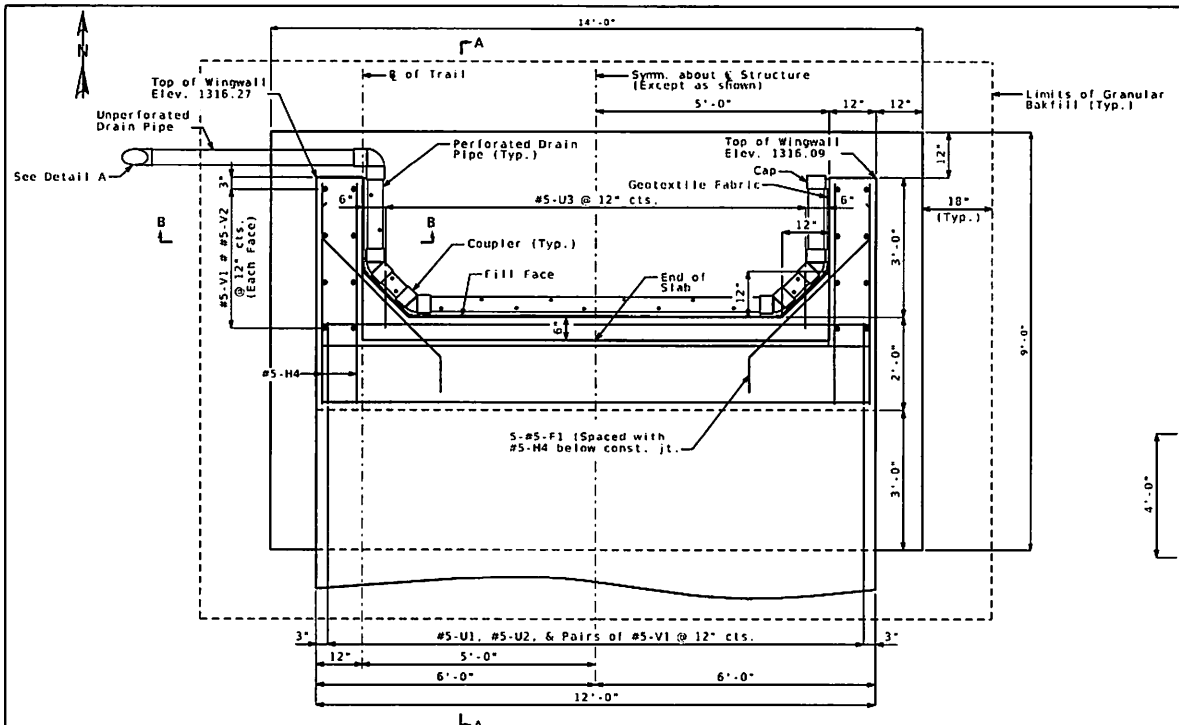
REVISIONS

REV NO	DATE	DESCRIPTION

PEDESTRIAN BRIDGE
ELEVATION AND TYPICAL SECTION
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(880)
NIXA, MISSOURI
2025

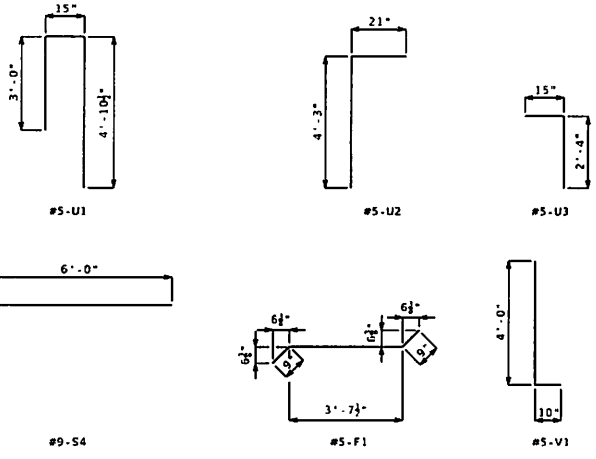
drawn by: LAM / ABG
designed by: LAM
project no.: 023.0523.12
date: 12-15-25

SHEET
29 of 63

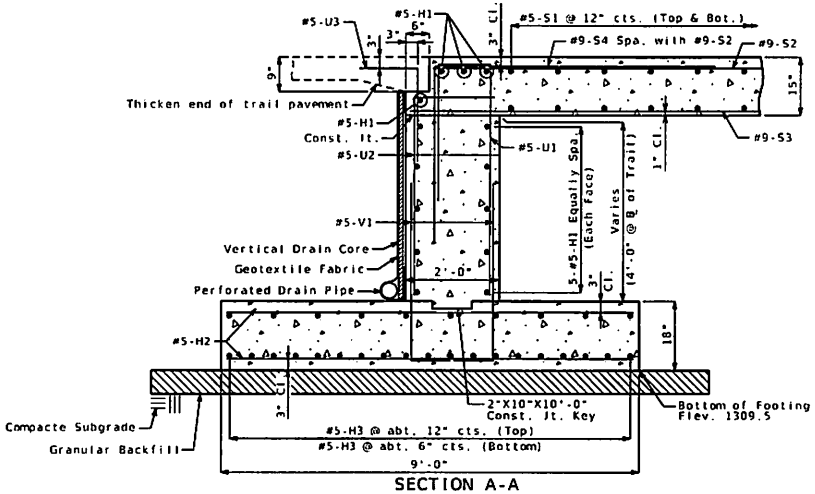


PLAN OF END BENT

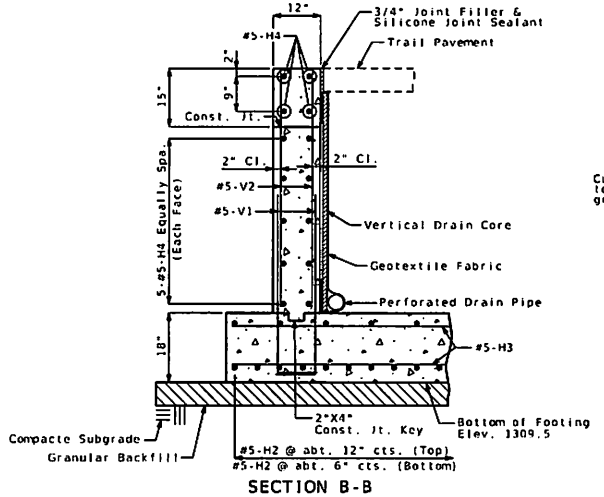
End Bent No. 1 shown, End Bent No. 2 similar.
Footing reinforcement and slab reinforcement not shown for clarity.



BENDING DIAGRAMS

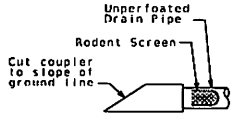


SECTION A-A



SECTION B-B

Pedestrian Railing not shown for clarity.



DETAIL A

Notes:
See Elevation and Typical Section Sheet for general notes.

Drawing not to scale. Follow dimensions.

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Missouri COA #001582

GRANT LOCKERMEIER
NUMBER PE-2013016259
STATE OF MISSOURI
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
12-15-25

REV NO.	DATE	DESCRIPTION
		REVISIONS

PEDESTRIAN BRIDGE
END BENT DETAILS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)
NIXA, MISSOURI
2025

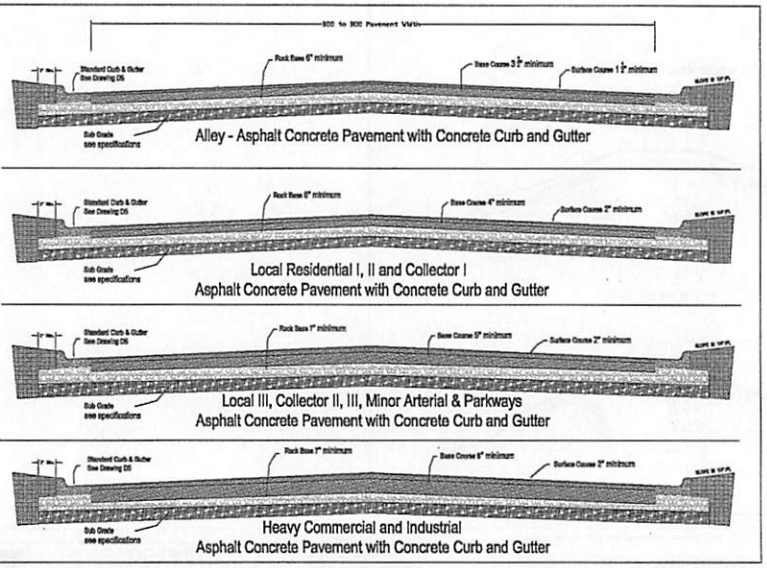
drawn by: LAK/ABN
designed by: LAK
project no.: 023-01633
date: 2025.05.19

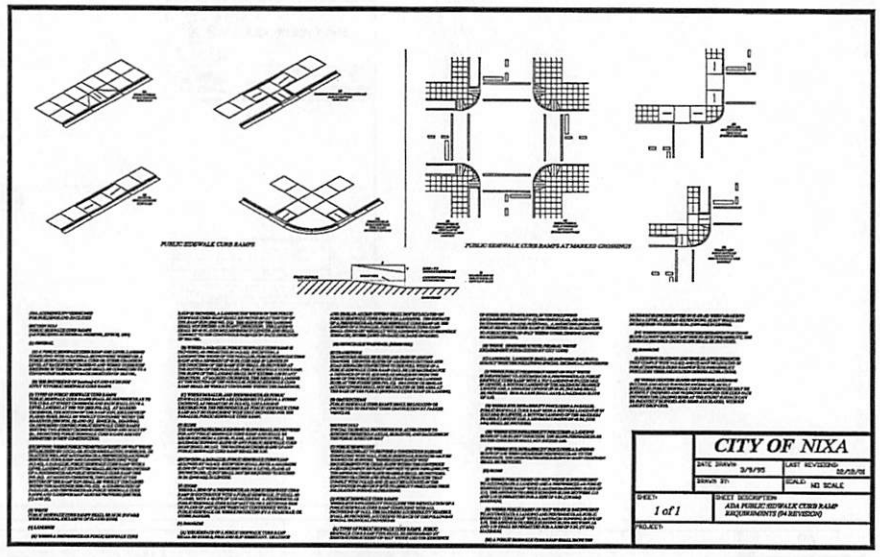
SHEET
30 of 63

CITY OF NIXA

Street Construction - Minimum Standards

DATE: 02/14/05
DWG: D1 - AC

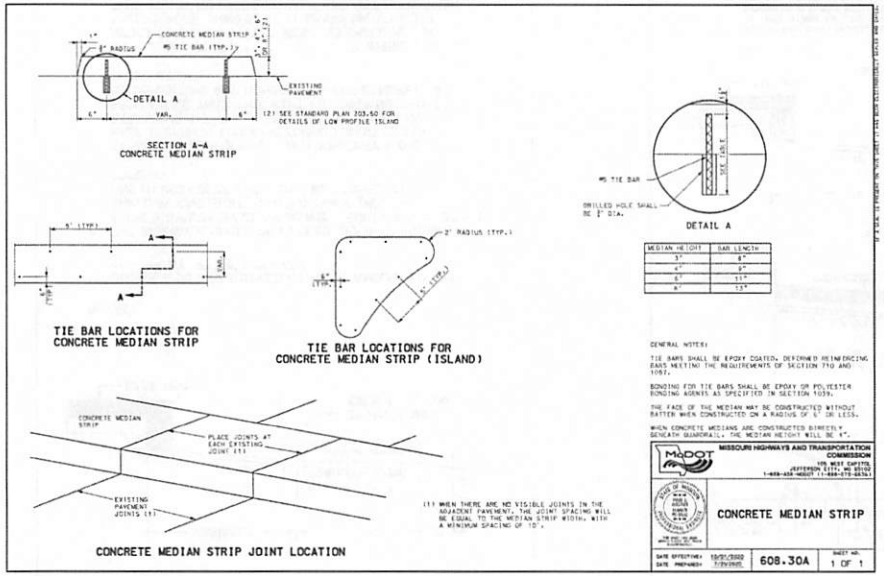




CITY OF NIXA

ADA PUBLIC SIDEWALK CURB RAMP REQUIREMENTS (04 REVISION)

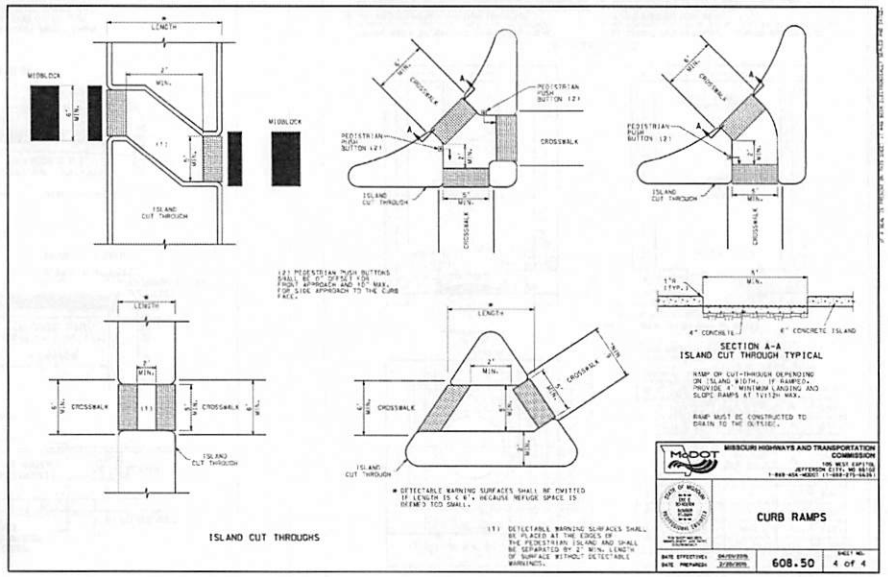
SHEET: 1 of 1



CONCRETE MEDIAN STRIP

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

608.30A | SHEET NO. 1 OF 1



608.50 | 4 of 4

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Olsson - Engineering
Missouri COA #001592

JONATHAN R. PETZ-CIVIL ENGINEER
MO# PE-2017016023

REVISIONS

REV NO.	DESCRIPTION	DATE

STANDARD DETAILS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MBC / CTX
designed by: MBC
project no.: 023.0632
date: 2025.05.15

SHEET 31 of 63

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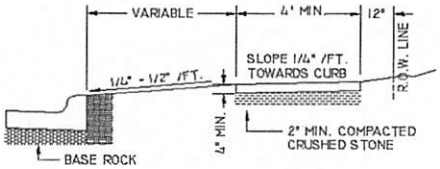
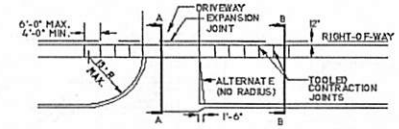


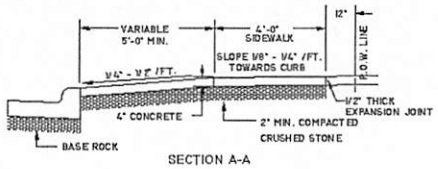
NOTES:

1. JOINTS SHALL BE FORMED AT RIGHT ANGLES TO THE ALIGNMENT OF THE SIDEWALK.
2. THE SIDEWALK SHALL BE MARKED OFF INTO SQUARE STONES BY CONTRACTION JOINTS. CONTRACTION JOINTS SHALL BE ONE-EIGHT (1/8) INCH WIDE (MIN.) BY ONE (1) INCH DEEP AND SHALL BE FORMED BY TOOLING.
3. EXPANSION JOINTS SHALL BE FORMED BY A ONE-HALF (1/2) INCH THICK PREFORMED JOINT FILLER, EXTENDING THE FULL DEPTH OF THE SLAB, AND SECURED SO THAT THE JOINT FILLER IS NOT MOVED BY DEPOSITING AND COMPACTING THE CONCRETE AT THESE JOINTS.
4. EXPANSION JOINTS SHALL BE PLACED WHERE SIDEWALK ABUTS TO OTHER STRUCTURES AND SHALL NOT BE SPACED MORE THAN 50 FEET APART ON STRAIGHT RUNS FOR HAND LAID SIDEWALK AND NOT MORE THAN 100 FEET APART ON STRAIGHT RUNS FOR MACHINE LAID SIDEWALKS.

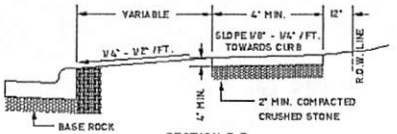
NIXA	CONCRETE SIDEWALK DETAIL	DATE: 01/31/99
		DWG: D3



PLAN



SECTION A-A

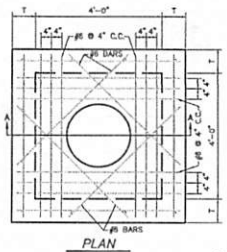


SECTION B-B

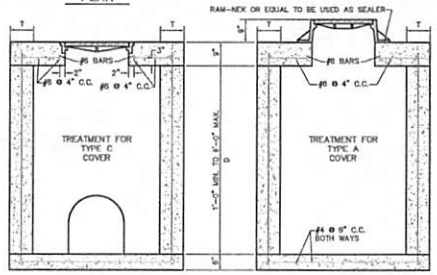
NOTES:

1. EXPANSION JOINS SHALL BE PLACED NOT MORE THAN 50 FEET APART ON STRAIGHT RUNS FOR HAND LAID SIDEWALK AND NOT MROE THAN 100 FEET APART ON STRAIGHT RUNS FOR MACHINE LAID SIDEWALKS.

NIXA	CONCRETE SIDEWALK & DRIVEWAY DETAIL	01/31/99
		D11



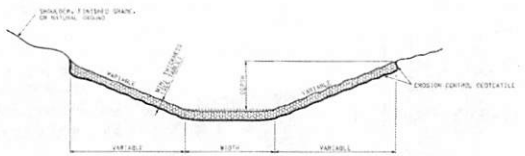
STANDARD JUNCTION BOX TABLE OF REINFORCEMENT				
"D"	VERT. BARS	HOR. BARS	WALL THICK. "T"	CONC. CU. YDS.
1'-0"	NONE	NONE	9"	1.93
2'-0"	"	"	9"	2.45
3'-0"	"	"	9"	2.98
4'-0"	"	"	9"	3.50
5'-0"	12 @ 8" C.C. 5'-11" EACH	30 @ 8 1/4" C.C. 5'-2" EACH	9"	4.03
6'-0"	12 @ 8" C.C. 6'-11" EACH	35 @ 8 1/4" C.C. 5'-2" EACH	9"	4.55
7'-0"	30 @ 8" C.C. 7'-11" EACH	24 @ 8 1/4" C.C. 5'-2" EACH	9"	5.08
8'-0"	30 @ 8" C.C. 8'-11" EACH	28 @ 8 1/4" C.C. 5'-2" EACH	9"	5.61
9'-0"	30 @ 8" C.C. 9'-11" EACH	30 @ 8 1/4" C.C. 5'-2" EACH	9"	6.14
STEEL IN TOP SLAB		16 #6	5'-2" EACH	
		4 #6	5'-0" EACH	
STEEL IN BOTTOM		14 #4	5'-2" EACH	
SEE DRAWINGS FOR STEEL PLACEMENT				



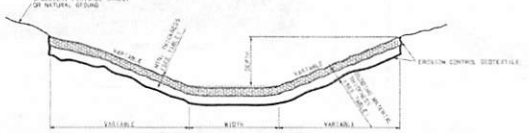
SECTION AA

1. DIAGONAL BARS IN TOP SLAB PLACED NEAR BOTTOM OF SLAB.
2. REINFORCING BARS SHALL BE CUT OR BENT AT PIPE OPENINGS.
3. ALL PIPES SHALL FIT FLUSH WITH INSIDE FACE OF BOX.
4. MAXIMUM PIPE SIZE FOR BOX IS 42". FOR LARGER PIPES INCREASE INSIDE BOX DIMENSIONS TO THE INSIDE PIPE DIAMETER PLUS 6". USE 12"ON BAR SPACING FOR LARGER BOXES. MAXIMUM ALLOWABLE BOX SIZE IS 72".
5. BOTTOM OF BOX TO BE FILLED WITH CONCRETE TO MID-DEPTH OF PIPE FORMING CHANNELS TOWARD OUTLET PIPE FROM ALL INLET PIPES.
6. ALL CONCRETE SHALL HAVE 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI
7. ALL REINFORCING BARS TO BE DEFORMED BARS AND MEET REQUIREMENTS OF ASTM A-615 MIN. GRADE 40.
8. 4" BEDDING MATERIAL TO BE USED UNDER BOX.
9. IF BOX IS GREATER THAN 9' DEEP, MUST BE SPECIAL DESIGN.

NIXA	JUNCTION BOX	DATE: 7/8/15
		DWG: G7



FLAT BOTTOM DITCH WITHOUT BEDDING MATERIAL



FLAT BOTTOM DITCH WITH BEDDING MATERIAL

TYPICAL DITCH LINER DETAILS

MoDOT	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
	ROCK DITCH LINER	
DATE EFFECTIVE: 7/1/2023 DATE REVISED: 4/1/2023	609.60D	SHEET NO. 1 OF 1

olsson
550 East St. Louis Street
Springfield, MO 65806
olsson.com
TEL 417.890.8802
FAX 417.890.8805
Olsson - Engineering
Missouri COA #001592

STATE OF MISSOURI — JONATHAN W. PITZ — NUMBER PE-2007019023 — PROFESSIONAL ENGINEER

JONATHAN W. PITZ—CIVIL ENGINEER MO# PE-2007019023

REV. NO.	DESCRIPTION	DATE
	REVISIONS	

STANDARD DETAILS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

NIXA, MISSOURI

2025

drawn by: MBC / CTK
designed by: MBC
project no.: 023-01612
date: 2025-05-15

SHEET 32 of 63

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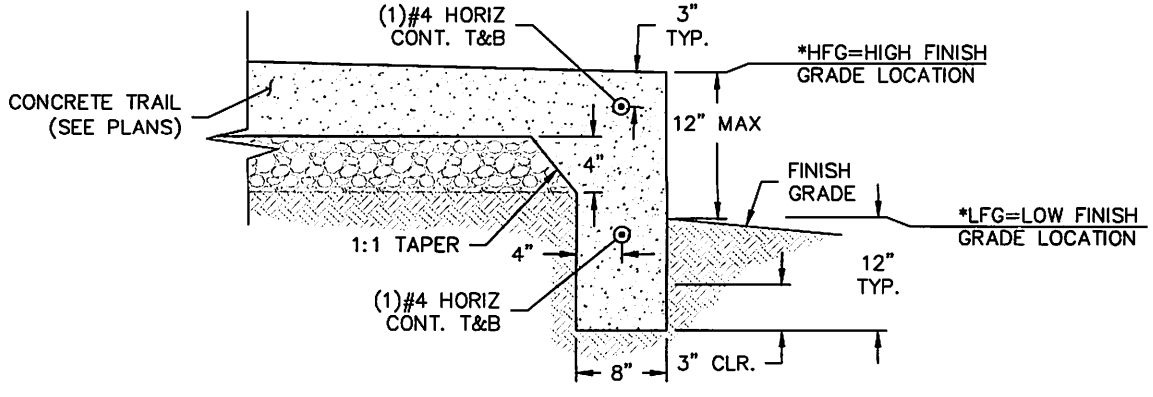
DATE: May 15, 2025 10:54am USER: cteutcher



MULTI-USE TRAIL WITH TURN-DOWN CURB

NOT TO SCALE

STA: 105+95.86 TO STA: 106+99.00

olsson

650 East St. Louis Street
Springfield, MO 65806

olsson.com
TEL 417.890.8802
FAX 417.890.8305

Olsson - Engineering
Missouri COA #001562

JONATHAN S. PITTS
NUMBER PE-2007018223

REVISIONS

REV NO.	DATE	DESCRIPTION

SPECIAL DETAIL

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MRC / CD
designed by: SJS
project no.: 023-00432
date: 05/15/25

SHEET
33 of 63

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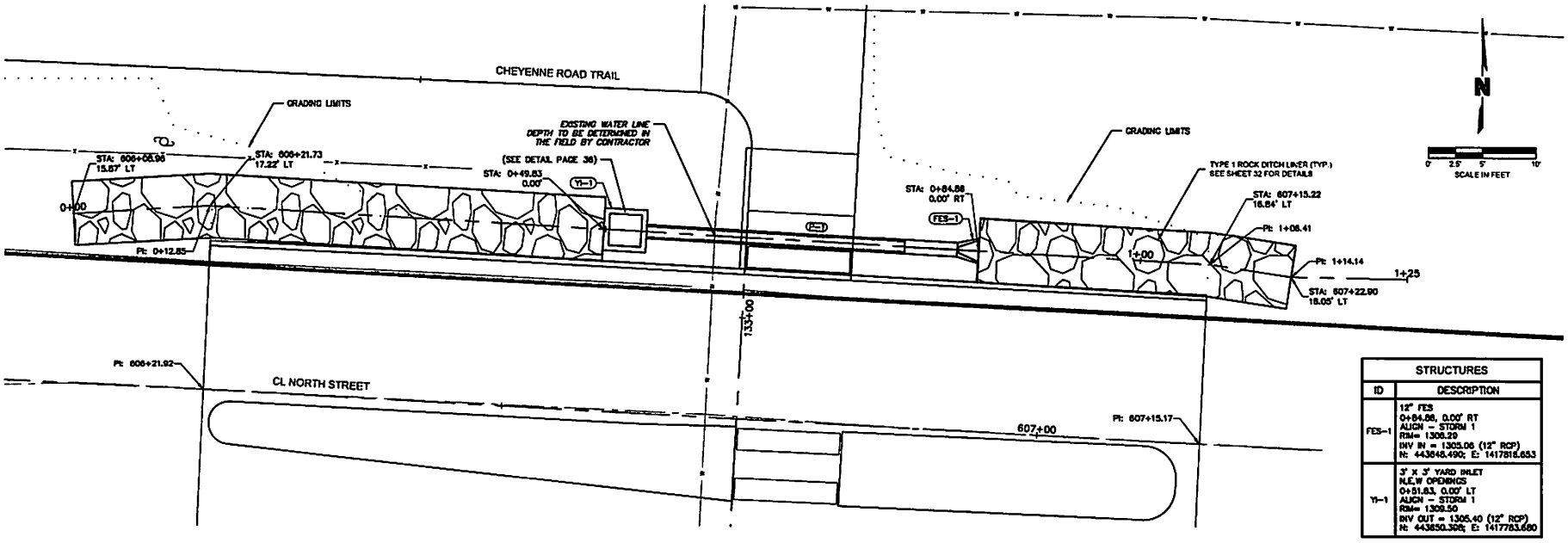
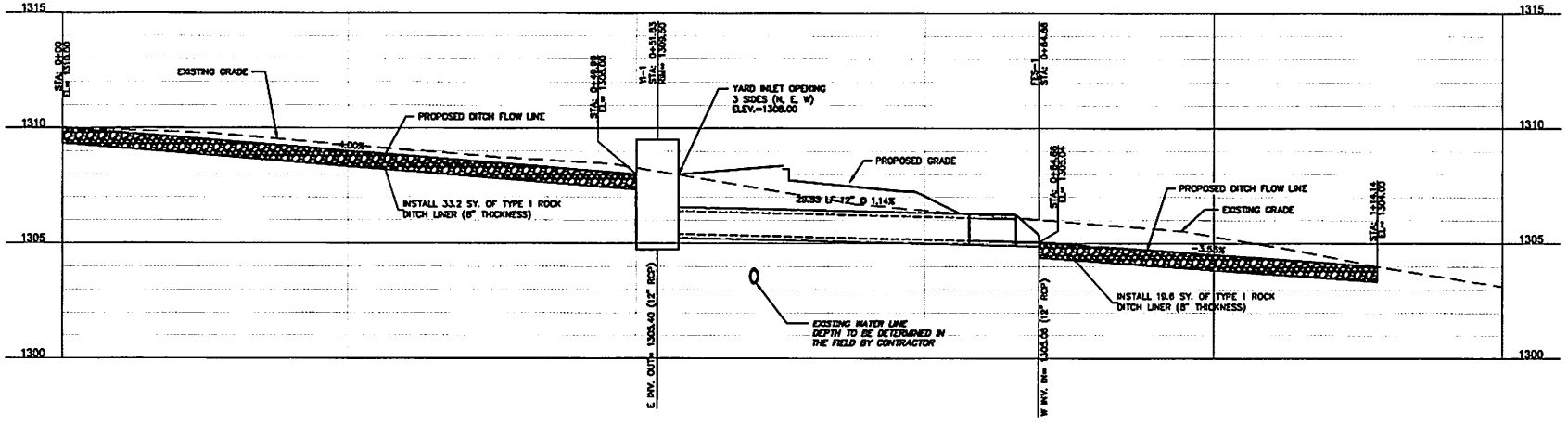
DATE: May 15, 2025 @ 10am USER: cbeutler



STRUCTURES	
ID	DESCRIPTION
FES-1	12" FES 0+84.88, 0.00' RT ALIGN - STORM 1 RIM= 1308.29 INV IN = 1305.06 (12" RCP) N: 443648.490; E: 1417818.653
Y1-1	3' X 3' YARD INLET N,E,W OPENINGS 0+51.83, 0.00' LT ALIGN - STORM 1 RIM= 1309.50 INV OUT = 1305.40 (12" RCP) N: 443650.306; E: 1417783.680

ALIGN - STORM 1 (0+00 - 1+25)



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JONATHAN M. PUTZ - CIVIL ENGINEER
MO# PE-2007093033

REVISIONS

REV. NO.	DATE	DESCRIPTION

STORM PLAN & PROFILE

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

2025

NIXA, MISSOURI

drawn by: MRC / CTK
designed by: MRC
project no.: 021.00633
date: 2025.05.15

SHEET
34 of 63

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DATE: May 15, 2025 8:20am USER: mkarow

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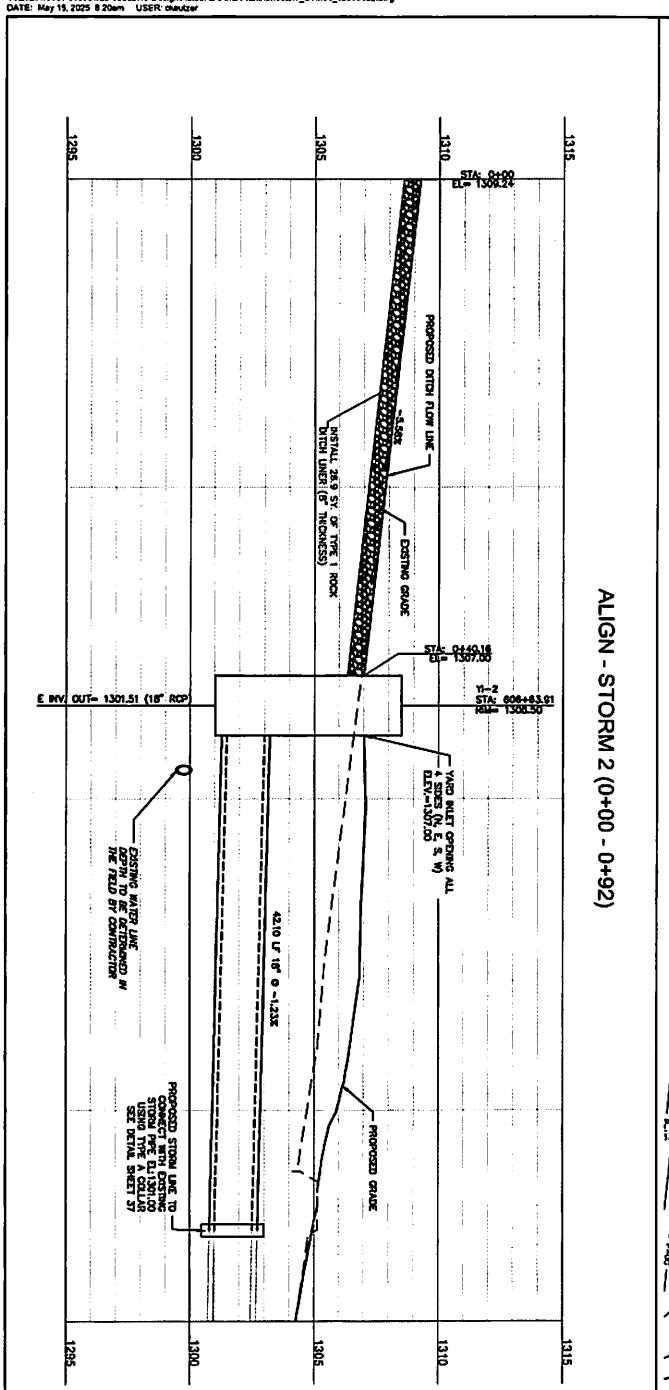
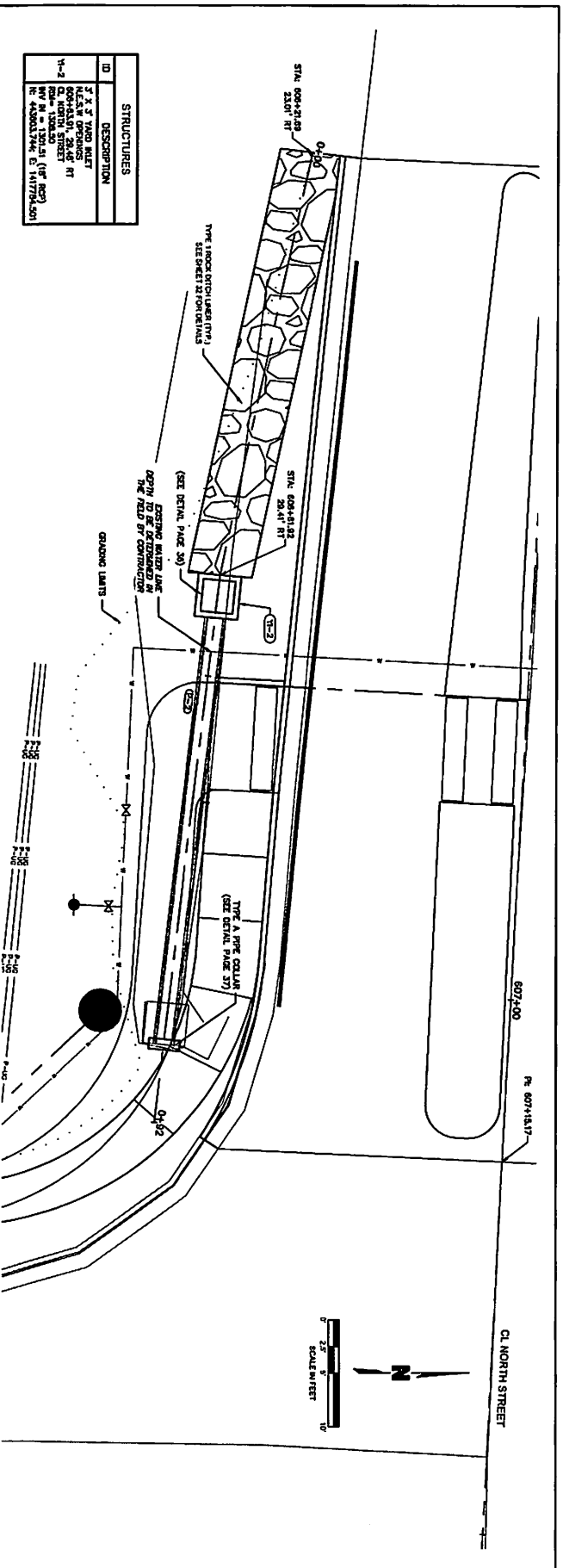
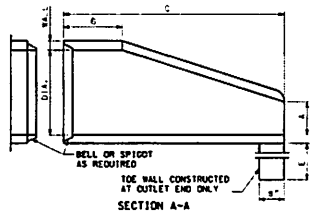


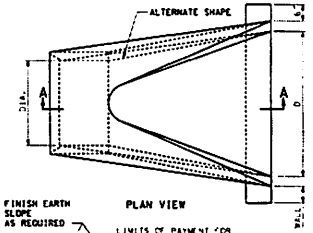


SHEET 35 of 63	STORM PLAN & PROFILE	REV. NO.	DATE / DESCRIPTION
	CHEYENNE ROAD MULTI-USE TRAIL TAP-9901(860)		
	NIXA, MISSOURI 2025		REVISIONS

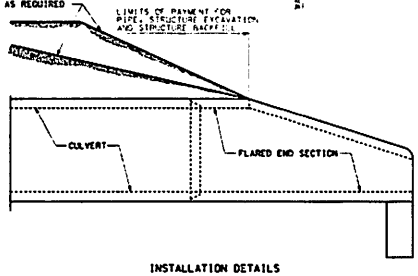
olsson
320 East St. Louis Street
Springfield, MO 65806
olsson.com
TEL 417.890.8802
FAX 417.890.8805
Missouri Certificate of Authority



SECTION A-A

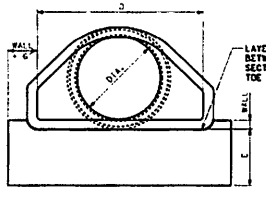


PLAN VIEW



INSTALLATION DETAILS

DIMENSIONS						
DIA.	WALL	A	B MIN.	C MIN.	D	E
12"	2"	4"	4'-0"	6"	2'-0"	18"
15"	2½"	6"	3'-10"	6"	2'-6"	18"
18"	2½"	9"	3'-10"	6"	3'-0"	18"
21"	2½"	9"	3'-2"	6"	3'-6"	18"
24"	3"	9½"	2'-6"	6"	4'-0"	24"
27"	3½"	10½"	2'-1"	6"	4'-6"	24"
30"	3½"	1'-0"	1'-7"	6"	5'-0"	24"
33"	3½"	1'-2"	1'-7"	6"	5'-6"	24"
36"	4"	1'-3"	2'-10"	8"	6'-0"	24"
42"	4½"	1'-9"	2'-11"	8"	6'-6"	24"
48"	5"	2'-0"	2'-2"	8"	7'-0"	24"
54"	5½"	2'-3"	2'-11"	8"	7'-6"	36"
60"	6"	2'-6"	3'-3"	8"	8'-0"	36"
66"	6½"	2'-0"	1'-9"	8"	8'-6"	36"
72"	7"	2'-0"	2'-9"	10"	9'-0"	36"
78"	7½"	2'-3"	2'-3"	10"	9'-6"	36"
84"	8"	2'-6"	2'-0"	10"	10'-0"	36"



END VIEW

REINFORCEMENT					
ADJOINING PIPE DIA.	BARREL SECTION REINFORCEMENT			FLARE SECTION REINFORCEMENT (ONE LAYER ONLY IN CENTER OF WALL)	
	CIRCULAR		ELLIPTICAL		
	INNER CAGE SQ. IN./ LIN. FT.	OUTER CAGE SQ. IN./ LIN. FT.	SQ. IN./ LIN. FT.	AREA OF LONGITUDINAL SQ. IN./ LIN. FT.	AREA OF TRANSVERSE SQ. IN./ LIN. FT.
12"	0.07			0.048	0.048
15"	0.07			0.054	0.054
18"	0.07		0.07	0.060	0.060
21"	0.07		0.07	0.066	0.066
24"	0.07		0.07	0.072	0.072
27"	0.13		0.11	0.078	0.078
30"	0.14		0.12	0.084	0.084
33"	0.15		0.13	0.090	0.090
36"	0.12	0.09	0.13	0.096	0.096
42"	0.15	0.12	0.17	0.108	0.108
48"	0.18	0.14	0.20	0.120	0.120
54"	0.22	0.16	0.24	0.132	0.132
60"	0.25	0.19	0.28	0.144	0.144
66"	0.31	0.23	0.34	0.156	0.156
72"	0.35	0.21	0.39	0.170	0.170
78"	0.40	0.24	0.44	0.185	0.185
84"	0.46	0.28	0.51	0.205	0.205

GENERAL NOTES:

SLIGHT VARIATIONS IN BOTH SHAPE AND DIMENSIONS FROM THOSE SHOWN MAY BE ACCEPTED IF APPROVED BY THE ENGINEER.

NOT MORE THAN THREE LIFT HOLES MAY BE DRILLED OR CAST IN THE END SECTION FOR HANDLING AND LAYING.

LIFT LUGS OR BARS WILL BE PERMITTED IN PRECAST TOE WALLS.

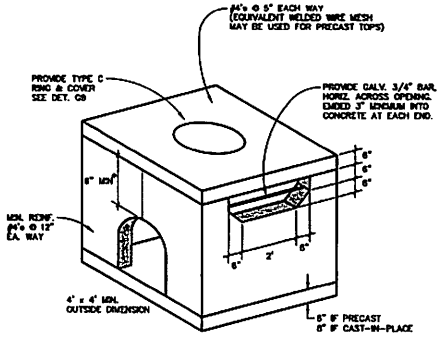
TOE WALLS MAY BE CAST-IN-PLACE OR PRECAST.

STEEL FIBERS MAY BE USED IN LIEU OF REBAR OR COLD DRAWN STEEL WIRE AS PER SECTION 1032.3.4.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

FLARED END SECTION
PRECAST CONCRETE

DATE EFFECTIVE: 04/01/2015	732.00S	SHEET NO. 1 OF 3
DATE PREPARED: 2/19/2015		



* LESS CLEARANCE MAY BE ALLOWED PROVIDED ADEQUATE STRUCTURAL PROVISIONS ARE MADE TO PREVENT THE UNIT FROM CRACKING DURING DELIVERY AND INSTALLATION.

YARD INLET

DATE 7/8/15

SHEET G9

olsson
520 East St. Louis Street
Springfield, MO 65806
olsson.com
TEL 417.890.8802
FAX 417.890.8805
Olsson - Engineering
Missouri COA #001592

STATE OF MISSOURI
JONATHAN W. POTZ
NUMBER PE-2010100023
PROFESSIONAL ENGINEER
JONATHAN W. POTZ-CIVIL ENGINEER
MO# PE-2010100023

REV NO	DATE	DESCRIPTION
		REVISIONS

STORM DETAILS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MPC / CTS
designed by: MPC
project no.: 013-01-032
date: 2025-05-15

SHEET
36 of 63

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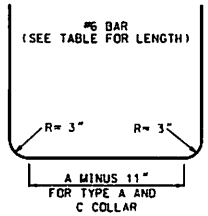
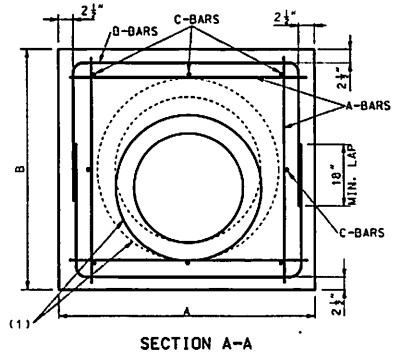


BENDING DIAGRAM FOR B-BARS

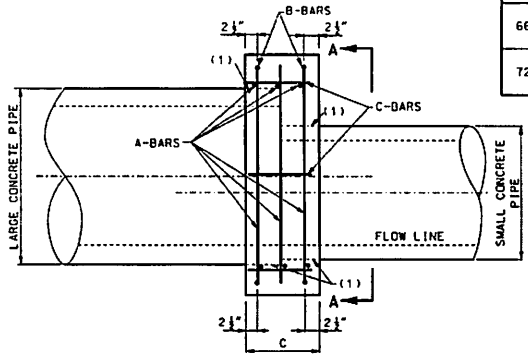
TABLE OF DIMENSIONS								
SIZE OF PIPE		DIMENSIONS		LENGTH OF BARS			QUANTITIES	
LARGE (IN.)	SMALL (IN.)	A & B (FT.-IN.)	C (FT.-IN.)	A(#5) 12 REQUIRED (FT.-IN.)	B(#6) 4 REQUIRED (FT.-IN.)	C(#4) 8 REQUIRED (FT.-IN.)	CONCRETE (CU. YD.)	STEEL (LBS.)
12	12	2-8	1-0	2-5	5-10	0-9	0.21	70
15	12 15	3-0	1-0	2-9	6-6	0-9	0.27 0.25	77
18	12 15 18	3-3	1-0	3-0	7-0	0-9	0.33 0.32 0.30	84
21	12 15 18	3-6	1-0	3-3	7-6	0-9	0.36 0.34 0.33	90
24	15 18 24	3-10	1-0	3-6	8-2	0-9	0.44 0.40 0.36	97
30	18 24 30	4-5	1-4	4-2	9-4	1-0	0.71 0.66 0.60	114
36	24 30 36	5-0	1-4	4-9	10-6	1-0	0.88 0.79 0.76	128
42	30 36 42	5-7	1-4	5-4	11-8	1-0	1.05 0.98 0.89	142
48	36 42 48	6-2	1-4	6-0	12-10	1-0	1.22 1.13 1.03	158
54	42 48 54	7-1	1-8	6-9	14-8	1-6	2.02 1.90 1.76	181
60	48 54 60	7-8	1-8	7-5	15-10	1-6	2.27 2.13 1.97	196
66	54 60 66	8-3	2-0	8-0	17-0	1-9	3.04 2.85 2.65	210
72	60 66 72	8-10	2-0	7-7	18-2	1-9	3.36 3.16 2.93	225

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

(1) ONE LAYER COMMERCIALLY AVAILABLE 55-POUND ROLL ROOFING.



SECTION A-A



ELEVATION
(FOR PIPES OF DISSIMILAR SIZE OR MATERIAL)

TYPE A COLLAR

GENERAL NOTES:

FOR PIPE EXTENSIONS THAT ARE 5 FEET IN LENGTH OR SHORTER, A SMOOTH TAPERED SLEEVE MAY BE USED IN LIEU OF A TYPE A COLLAR. IF APPROVED BY THE ENGINEER. SEE SMOOTH TAPERED SLEEVE DETAIL IN STANDARD PLAN 732.00.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

STATE OF MISSOURI TRAVIS D. KOESTNER NUMBER PE-2009 PROFESSIONAL ENGINEER
THIS SHEET WAS BOTH DIGITALLY SEALED AND DATED ELECTRONICALLY

PIPE COLLARS TYPE A

DATE EFFECTIVE: 07/01/2021
DATE PREPARED: 4/29/2021

604.40G

SHEET NO. 1 OF 2

olsson
520 East St. Louis Street
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Olsson - Engineering
Missouri COA #001582

STATE OF MISSOURI JONATHAN W. PITZ NUMBER PE-2007030023 PROFESSIONAL ENGINEER
JONATHAN W. PITZ-KING, ENGINEER MO# PE-2007030023

REVISIONS

REV NO	DATE	DESCRIPTION

STORM DETAILS
CHEYENNE ROAD MULTI-USE TRAIL TAP-9901(860)
NIXA, MISSOURI
2025

drawn by: MDC/CTK
designed by: MDC
project no. 023.00432
date 2025.05.15

SHEET 37 of 63

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DATE: May 15, 2025 @ 21am USER: chrisz

www.invarion.com

616.8.1 (TA-1) Work Beyond the Shoulder on Divided and Undivided Highways- MT

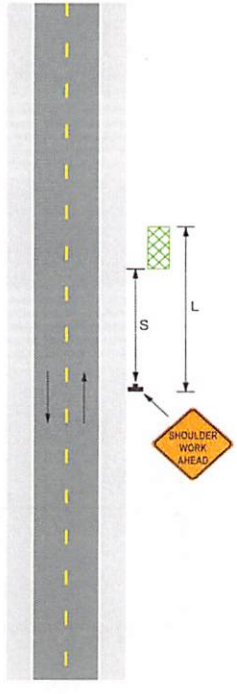
SPEED	SIGN SPACING (ft.)		TAPER LENGTH (ft.)		OPTIONAL	CHANNELIZER SPACING (ft.)	
Normal Posted (mph)	Undivided (S)	Divided (S)	Shoulder[1] (T1)	Lane[2] (T2)	BUFFER LENGTH (ft.) (B)	Tapers	Buffer/ Work Areas
0-35	200	200	-	-	-	-	-
40-45	350	500	-	-	-	-	-
50-55	500	1000	-	-	-	-	-
60-70	1000	1000	-	-	-	-	-

1. Shoulder taper length based on 10 ft. (standard shoulder width) offset. 2. Lane taper based on 12 ft. (standard lane width) offset

TYPE OF ROADWAY	SIGN HEIGHT	MAXIMUM WORK ZONE LENGTH (L)
URBAN	1' Portable 7' Post	1 Mi.
RURAL DIVIDED	1' Portable 7' Post	2 Mi.
RURAL UNDIVIDED	1' Portable 5' Post	3 Mi.

Sign

Work Space



If work vehicles or equipment are located on the shoulder, refer to appropriate shoulder work typical applications.

On multi-lane, divided highways, signs advising of shoulder work or the condition of the shoulder should be placed only on the side of the affected shoulder.

If work is being performed in the median, signs may be required for both directions of travel based on the following paragraph.

The SHOULDER WORK AHEAD sign may be omitted where the work space is 15 ft. or more from the edge of any shoulder, beyond the ditch line, or behind the curb. Should the roadway not have a shoulder, then 15 ft. or more from the edge of the roadway.

For short duration or mobile operations, signs may be reduced or eliminated if a work vehicle with activated rotating lights or strobe lights is used.

Vehicle hazard warning signals shall not be used instead of the vehicle's rotating lights or strobe lights. Other appropriate signs may be used in lieu of the SHOULDER WORK AHEAD sign.

Where sidewalks are impacted, refer to EPG 616.8.28 (TA-28) Sidewalk Detour or Diversion or EPG 616.8.29 (TA-29) Crosswalk Closures and Pedestrian Detours.

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616.8.8 (TA-8) Highway Closure - MT

SPEED	SIGN SPACING (ft.)		TAPER LENGTH (ft.)		OPTIONAL	CHANNELIZER SPACING (ft.)	
Normal Posted (mph)	Undivided (S)	Divided (S)	Shoulder (1) (T1)	Lane (2) (T2)	BUFFER LENGTH (ft.) (B)	Tapers	Buffer/ Work Areas
0-35	200	200	-	-	250	-	-
40-45	350	500	-	-	360	-	-
50-55	500	1000	-	-	495	-	-
60-70	SA - 1000, SB - 1500, and SC - 2640		-	-	730	-	-

(1) Type 1 barricades may be used in emergency situations.

(2) ROAD CLOSED sign may be placed 7-10 feet behind the barricades and at a sign height appropriate to the type of roadway. One barricade should be required to completely close every 8-feet of pavement. Paved shoulders shall be included in the area to be closed.

(3) If used, the ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY or ROAD CLOSED TO THRU TRAFFIC sign should be located at the first state route or, upon the discretion of the supervisor, any other intersection in advance of the closure. Additional barricades may be used and offset to facilitate access for work vehicles, local traffic, etc.

If the work space has an open void, for instance a bridge deck removal, the district may add temporary concrete traffic barriers at the drop area.

For long-term operations, refer to EPG 616.6.2.2 Flags and Advance Warning Rail System (AWRS).

Traffic control should be removed as soon as practical after condition for the closure no longer exists.

For water over road situations, permanent hinged signs may be considered at locations which experience recurring flooding. Possible sign combinations are:

For planned activities, Community Relations should be notified.

Additional warning signs should be erected at each intersection within the work zone.

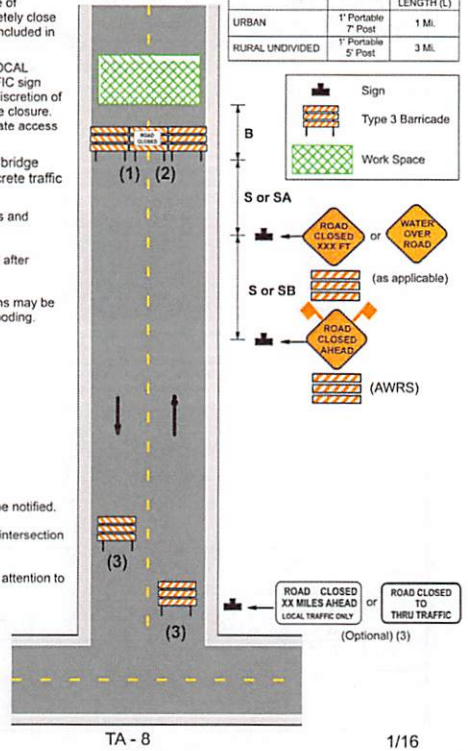
Supplemental warning methods may be used to call attention to the work zone.

For long-term closure, detour signing should be considered.

For additional guidance for detours and signage review EPG 616.3.9 Detours and Diversions and EPG 616.6.19 DETOUR sign.

For detour signing, review EPG 616.8.9 Road Closed Beyond Junction Detour.

TYPE OF ROADWAY	SIGN HEIGHT	MAXIMUM WORK ZONE LENGTH (L)
URBAN	1' Portable 7' Post	1 Mi.
RURAL UNDIVIDED	1' Portable 5' Post	3 Mi.



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STATE OF MISSOURI JONATHAN W. PDTZ NUMBER PE-2017019023 PROFESSIONAL ENGINEER
JONATHAN W. PDTZ - CIVIL ENGINEER
MO# PE-2017019023

REVISIONS

REV NO.	DATE	DESCRIPTION

TRAFFIC CONTROL PLANS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)
NIXA, MISSOURI
2025

drawn by: MBC / CTK
designed by: MBC
project no. 023.06632
date 2024-05-15

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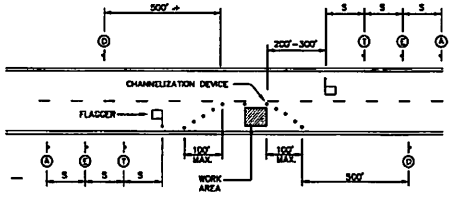
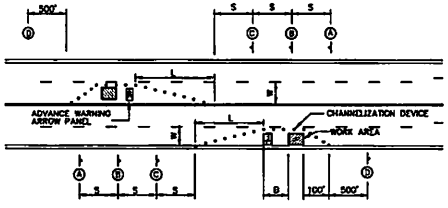
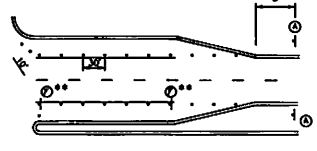


DETAIL 1: TYPICAL CLOSURE – TWO-LANE STREET

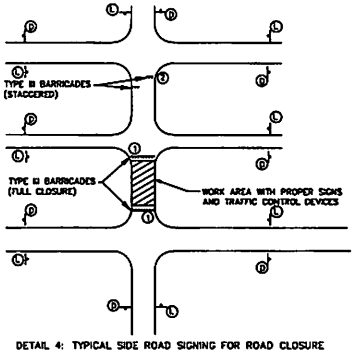


DETAIL 2: TYPICAL LANE CLOSURE – FOUR-LANE STREET



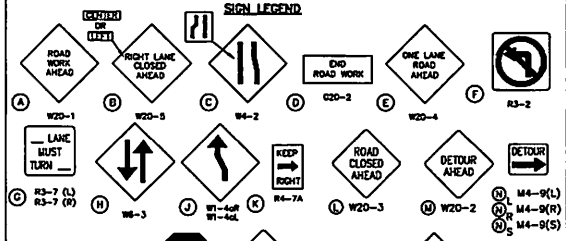
** USE ONLY AS APPROVED BY CITY TRAFFIC ENGINEER

DETAIL 3: TYPICAL RIGHT-TURN LANE AND LEFT-TURN LANE CLOSURES

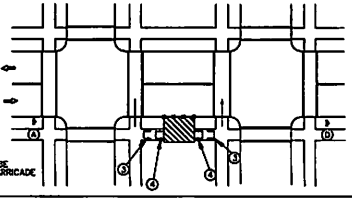


DETAIL 4: TYPICAL SIDE ROAD SIGNING FOR ROAD CLOSURE

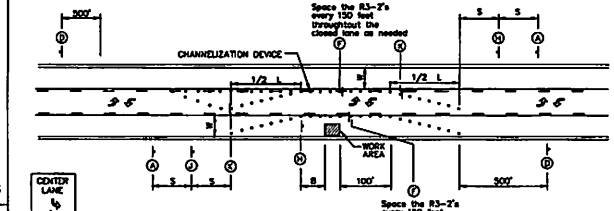
SIGN LEGEND



DETAIL 5: TYPICAL SIDEWALK CLOSURE



NOTE: SIGNS SHALL BE MOUNTED TO ADA BARRICADE



CENTER LANE ONLY R3-9B

Note: ALL Center Turn Lane signs (R3-9B) SHALL be bagged during lane closer.

DETAIL 6: TYPICAL LANE CLOSURE – THREE-LANE STREET

Guidelines for length of longitudinal buffer space (B)	
Speed* (mph)	Length (Feet)
20	33
25	55
30	80
35	120
40	170
45	220
50	300

*Posted speed

SIGN SPACING(S)	
Speed Limit M.P.H.	Spacing (Feet)
≤ 30	100
35 - 45	350
≥ 55	500

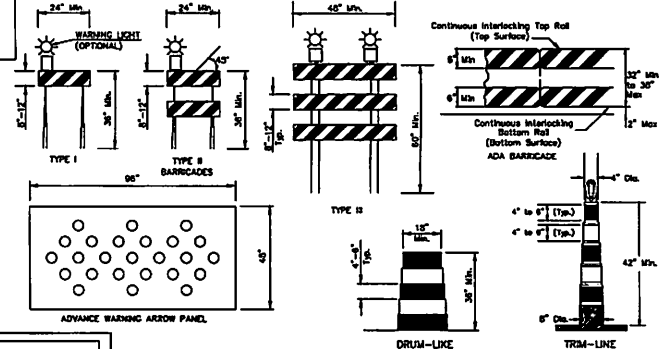
MAXIMUM CHANNELIZATION SPACING IN FEET *		
Speed Limit M.P.H.	Along Taper	After Taper
20	20	40
25	25	50
30	30	60
35	35	70
40	40	80
45	45	90
50	50	100
55	55	100

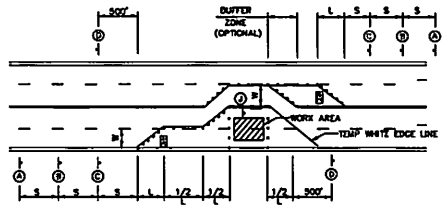
* The maximum distance in feet between devices in a taper should not exceed 1.0 times the speed limit in MPH.

TAPER DETAIL				
Speed Limit M.P.H.	Minimum Taper Length (L) Lane Width (W) 10	11	12	Minimum Number of Channelizing Devices for Taper
20	70	75	80	5
25	105	115	125	6
30	150	165	180	7
35	205	225	245	8
40	270	295	320	9
45	455	495	540	13
50	500	550	600	13
55	550	605	660	13

GENERAL NOTES:

1. All signs, barricades, drums, markings and other traffic control devices shall conform to the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), most current edition.
2. All traffic control devices shall be standard in size, shape, color and message, in good condition, and reflectorized. All signs and barricades in place at night shall be reflectorized with high intensity sheeting. All signs shall be securely mounted with height and lateral location as described in the M.U.T.C.D.
3. Warning lights may be used on all channelization devices and warning signs per M.U.T.C.D. Type A Low-intensity Flashing Warning lights should be mounted on warning signs as well as barricades where used singley to warn users of potentially hazardous areas during nighttime hours. Type B High-Intensity Flashing warning lights should be used during day and nighttime operations to increase awareness of potentially hazardous areas. Type C Steady-Burn lights should be mounted on barricades where used in series to delineate the edge of the travel way.
4. Advance Warning Arrow Panels shall be used for all lane closures on multi-lane streets but should not be used in lieu of proper traffic control signs, barricades and channelization devices.
5. Flaggers shall be used where indicated on the plans, where construction vehicles interact with normal traffic or where construction activities impose a restriction on traffic, as directed by the Engineer in charge of construction. Where flaggers are used, advance signing shall be erected as shown above or as specified in the M.U.T.C.D. Flaggers shall meet the requirements in the M.U.T.C.D. in regard to character, training, attire and behavior.
6. Channelization devices used in the street shall be either drums, cones or Trimline channelizers.
7. Traffic control devices not in use or not applicable shall be either covered or removed from the work area.
8. The Contractor shall place as many barricades as needed to effectively shield pedestrians and traffic from exposed objects, excavations and construction activities. ADA Pedestrian Barricades shall be installed around all excavations left open during non-construction times or as directed by the Engineer in charge of construction.
9. Access shall be maintained to all driveways and side streets unless noted otherwise on the plans.
10. Construction materials shall be kept off of sidewalks, consolidated in one location within City Right-Of-Way, and removed daily unless otherwise approved by the Engineer in charge of construction. Road Closures shall be coordinated with City in advance with anticipated lengths of closure provided for approval.
11. Dirt, mud and other construction debris on streets and sidewalks shall be removed immediately.
12. The Contractor shall not perform any work that will restrict traffic in any way between the hours of 7:00 a.m. and 8:30 a.m. or 4:30 p.m. and 8:00 p.m. unless prior approval has been given or as modified in the job special provisions.
13. The Contractor shall be responsible for maintaining all traffic control devices on an around-the-clock basis, whether or not work is actively being pursued and any deficiencies noted shall be corrected immediately.
14. The traffic control requirements shown on these plans are minimum requirements only and do not attempt to address in depth the variety of situations that may occur once construction has started. In no way do the requirements shown on these plans relieve the contractor of his responsibility for selecting the proper traffic control devices and implementation procedures that will assure the safety of motorist, pedestrians, and workers at all times. Any additional quantities of traffic control devices necessary to complete the contract or as ordered by the Engineer shall be considered subsidiary to the contract bid price.
15. Construction vehicles parked along streets and construction signs shall not restrict sight distance for vehicles exiting at streets or any drives.
16. Should the contractor fail to enforce the traffic control plan or fail to clean, replace or otherwise maintain the traffic control devices when directed to do so by the Engineer or representative, the City/Controlling Jurisdiction may take one or more of the following actions:
    A) Employ another company to correct deficiencies in signing or warning device and deduct the cost from the contractor's pay estimate
    B) Suspend all pay Estimates until deficiencies are corrected.
    C) Stop the work until deficiencies are corrected.
    D) Place the contractor in default.
17. The Contractor shall keep roadway closures due to construction activities to a minimum and provide advanced notice to affected users.
18. The Contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction of the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be forwarded to the engineer on the status of incident management.
19. The Contractor may, if need arises or at the request of the Engineer, place reduced speed limit signing and work zone speed limit signing in advance of all active work zone areas. Work zone speed limit reduction shall not be greater than 15 mph throughout construction areas without advanced signing in place. Contractor shall cover or replace all speed limit signs in conflict with the work zone speed limit throughout the construction area.





DETAIL 7: TYPICAL LANE CLOSURE – FOUR-LANE STREET

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JONATHAN M. PETTY NUMBER PE-2007005223 PROFESSIONAL ENGINEER
JONATHAN M. PETTY-CIVIL ENGINEER
MM PE-2007005223

REVISIONS

REV. NO.	DATE	DESCRIPTION

TRAFFIC CONTROL PLANS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

NIXA, MISSOURI

2025

drawn by: MRC / CTH
designed by: MRC
project no. 023.0043.12
date 2025.04.15

SHEET 39 of 63

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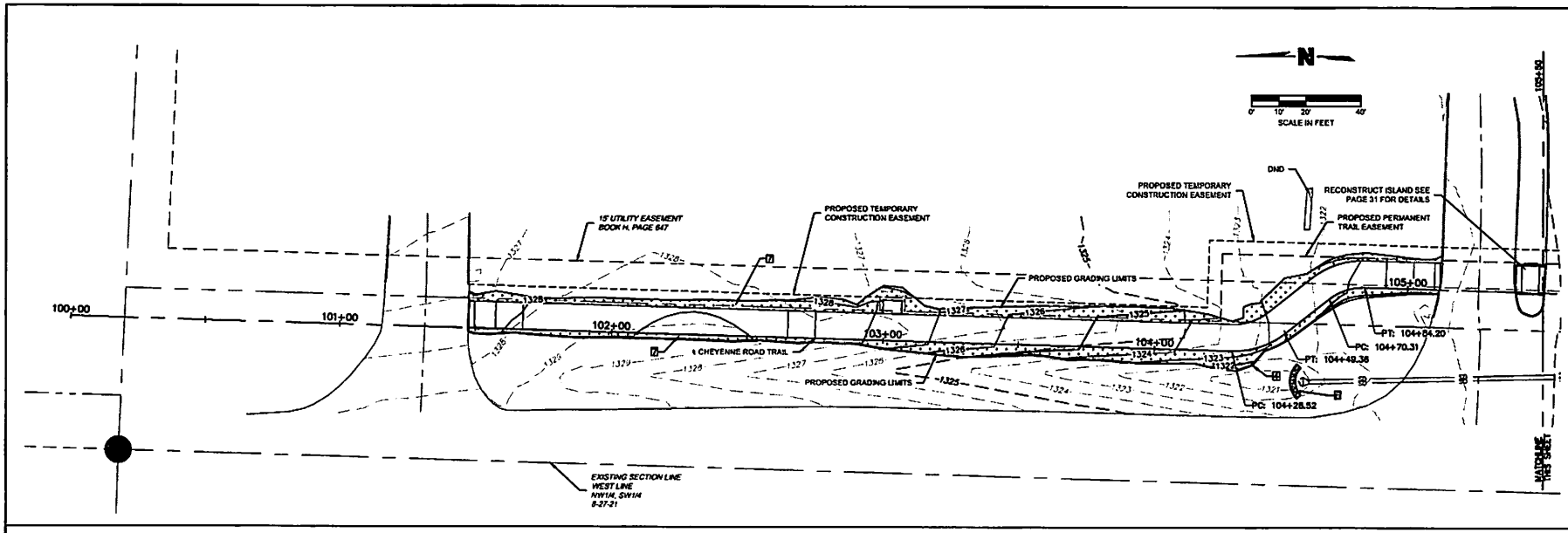

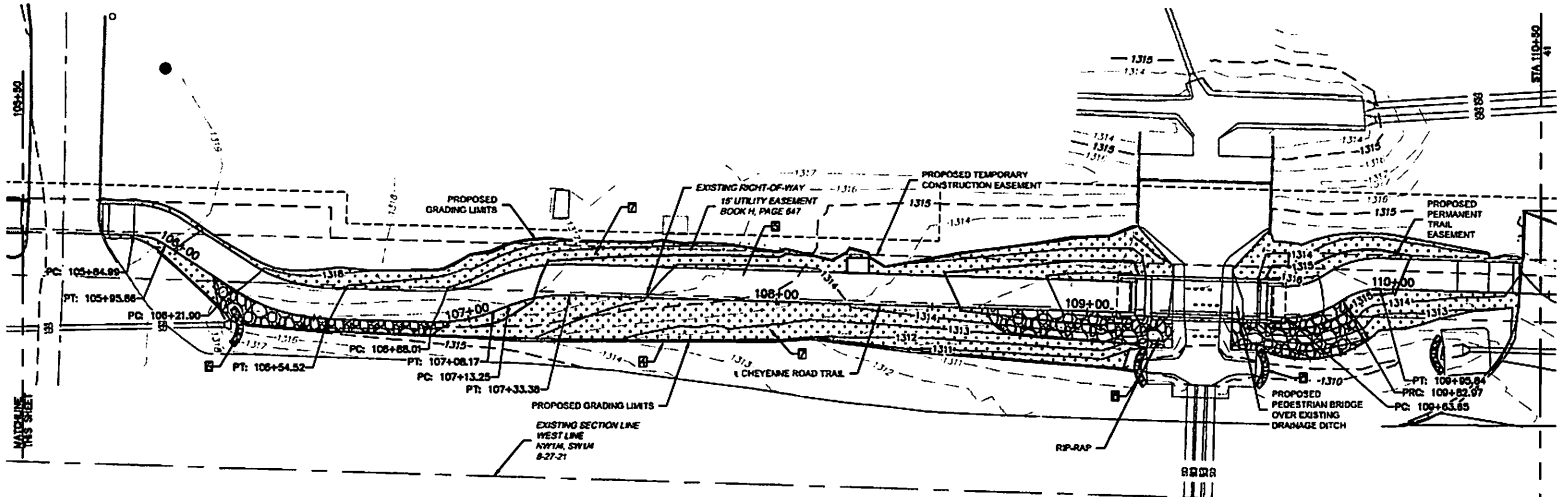

LEGEND

- CULVERT INLET PROTECTION
- SEEDED AREA
- SILT SOCK
- ROCK CHECK FILTER

EROSION AND SEDIMENT CONTROL STAGING CHART

PROJECT STAGE	EROSION CONTROL PLAN BMP REFERENCE NO.	BMP DESCRIPTION	REMOVE AFTER STAGE	NOTES
I – STORM SEWER INSTALLATION & PRIOR TO ROADWAY GRADING	1	STAGING AREA	III	
	2	TEMPORARY CONSTRUCTION ENTRANCE	III	
	3	CONCRETE WASHOUT	III	
	4	SILT SOCK	IV	INSTALL BEFORE STORM SEWER INSTALLATION
II – ROADWAY GRADING & STORM SEWER INSTALLATION	5	CURB INLET/AREA INLET PROTECTION	III	PROTECT ALL OPEN BOXES WITH INLET PROTECTION PER CURB INLET DETAIL
III – PAVING	6	CURB INLET/AREA INLET/CULVERT INLET PROTECTION	IV	GRAVEL FILTER BAGS
IV – STABILIZE SITE	7	SODDING	IV	SEE THIS SHEET FOR SODDING PLANS

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Missouri COA #001592

STATE OF MISSOURI
JONATHAN W. POTZ
NUMBER PE-2010019223
PROFESSIONAL ENGINEER
JONATHAN W. POTZ—CIVIL ENGINEER
MO# PE-2010019223

REVISIONS

REV NO.	DATE	DESCRIPTION

EROSION CONTROL

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

NIXA, MISSOURI

2025

drawn by MRC/JCTK
designed by JWP
project no. 023-24.13
date 2025-05-15

SHEET
40 of 63

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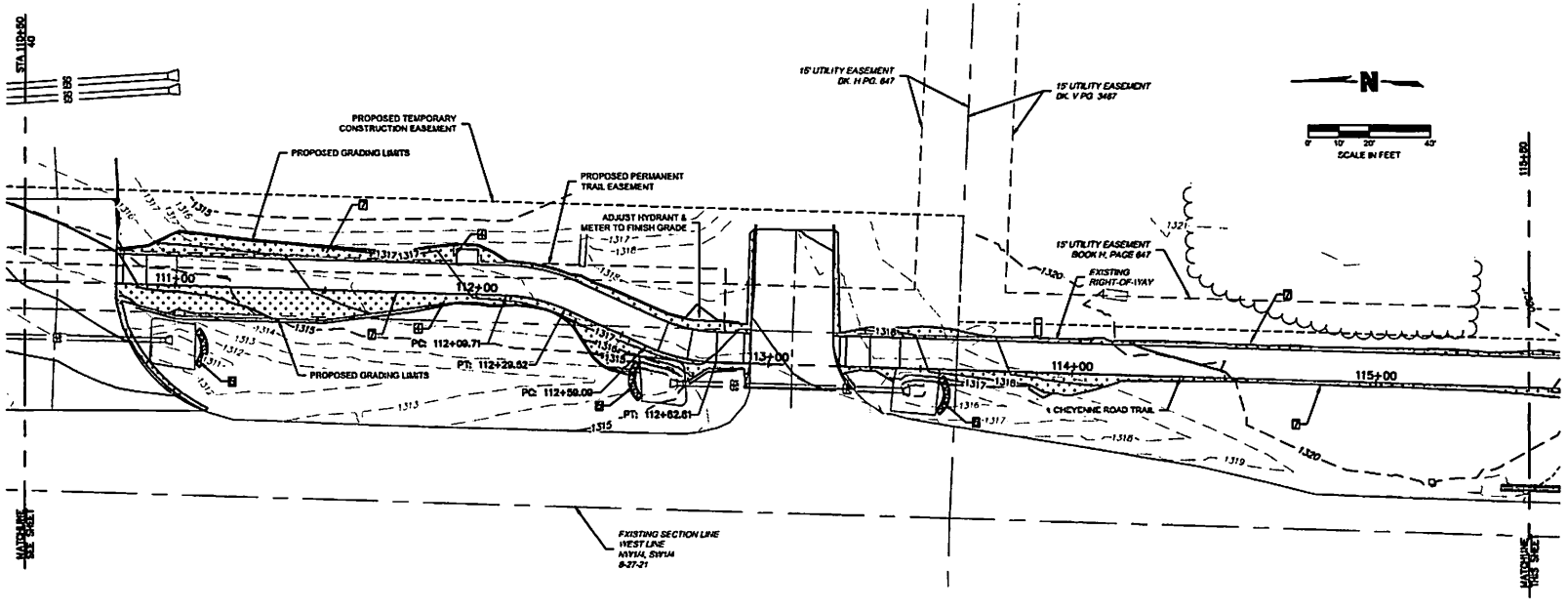

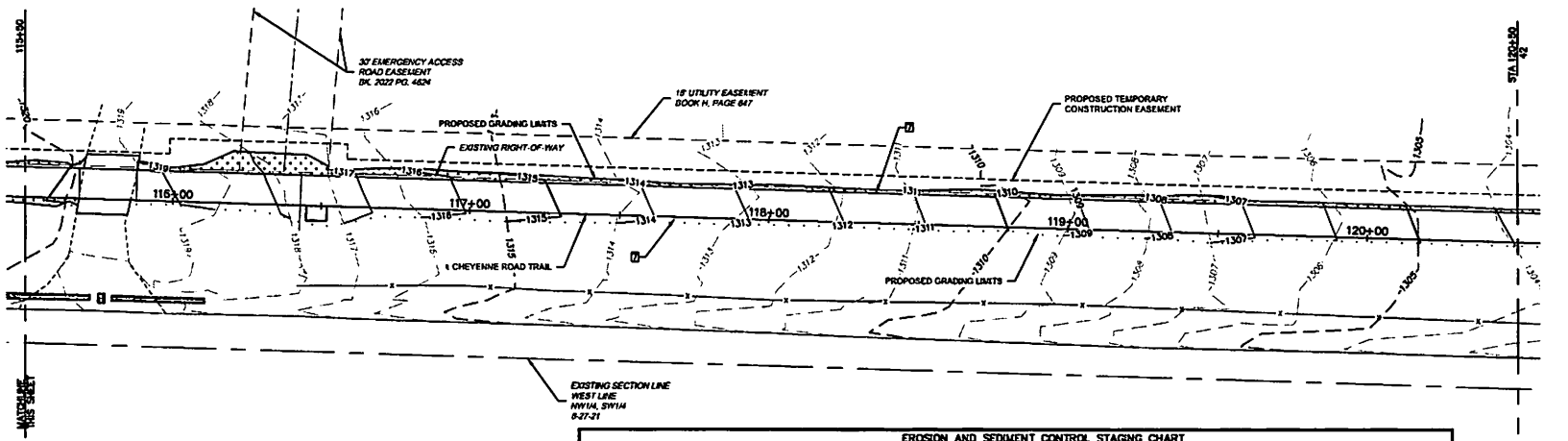

LEGEND

- CULVERT INLET PROTECTION
- SEEDED AREA
- SILT SOCK
- ROCK CHECK FILTER

EROSION AND SEDIMENT CONTROL STAGING CHART				
PROJECT STAGE	EROSION CONTROL PLAN BMP REFERENCE NO.	BMP DESCRIPTION	REMOVE AFTER STAGE	NOTES:
I – STORM SEWER INSTALLATION & PRIOR TO ROADWAY GRADING	1	STAGING AREA	III	
	2	TEMPORARY CONSTRUCTION ENTRANCE	III	
	3	CONCRETE WASHOUT	III	
	4	SILT SOCK	IV	INSTALL BEFORE STORM SEWER INSTALLATION
	5	CURB INLET/AREA INLET PROTECTION	III	PROTECT ALL OPEN BOXES WITH INLET PROTECTION PER CURB INLET DETAIL
II – ROADWAY GRADING & STORM SEWER INSTALLATION				
III – PAVING	6	CURB INLET/AREA INLET/CULVERT INLET PROTECTION	IV	GRAVEL FILTER BAGS
IV – STABILIZE SITE	7	SEEDING	IV	SEE THIS SHEET FOR SEEDING PLANS

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JONATHAN M. POTZ NUMBER PE-2007008023 PROFESSIONAL ENGINEER

JONATHAN M. POTZ, PE-CIVIL ENGINEER MO PE-2007008023

REVISIONS

REV. NO.	DATE	DESCRIPTION

EROSION CONTROL

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

2025

NIXA, MISSOURI

drawn by: MTC / CR
designed by: MTC
project no.: 023.0432.02
date: 2023.05.15

SHEET
41 of 63

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Missouri COA #001502

REVISIONS

REV. NO.	DATE	DESCRIPTION

2025

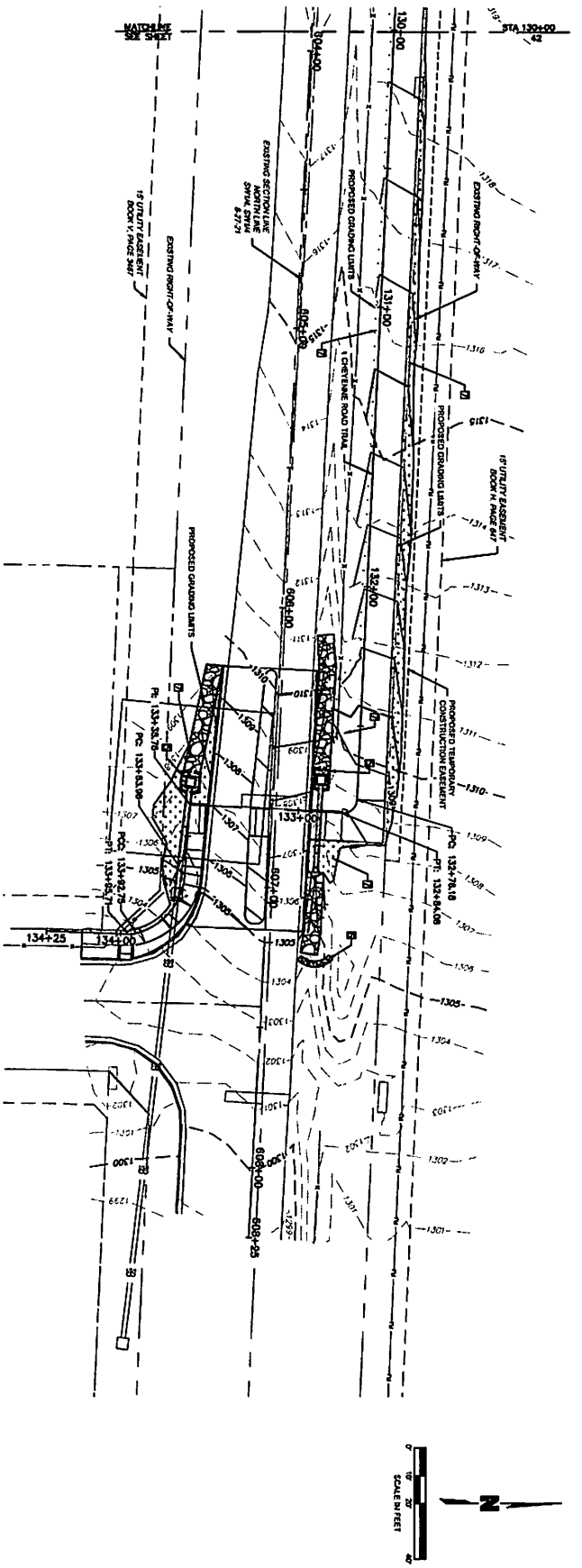
NIXA, MISSOURI

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

EROSION CONTROL

drawn by: MPC/LCTR
project no.: 023-0132
designed by: MPC
date: 2025.05.15

ZACHARY M. PECK-OAL BRANCH
NO. PE-2010109523
STATE OF MISSOURI
ZACHARY M. PECK
NUMBER
PE-2010109523
PROFESSIONAL ENGINEER



LEGEND

- CULVERT INLET PROTECTION
- SEEDED AREA
- SILT SOCK
- ROCK CHECK FILTER

PROJECT STAGE	EROSION CONTROL PLAN BMP REFERENCE NO.	EROSION AND SEDIMENT CONTROL STAGING CHART BMP DESCRIPTION	REMOVE AFTER STAGE	NOTES
I – STORM SEWER INSTALLATION & PRIOR TO ROADWAY GRADING	1	TEMPORARY SEEDING	II	
	2	STAGING AREA	II	
	3	CONSTRUCTION ENTRANCE	II	
	4	SILT SOCK	III	
	5	CURB INLET/AREA INLET PROTECTION	II	INSTALL BEFORE STORM SEWER INSTALLATION PROTECT ALL OPEN BOXES WITH INLET PROTECTION PER CURB INLET DETAIL
II – ROADWAY GRADING & STORM SEWER INSTALLATION	6	CURB INLET/AREA INLET/CULVERT INLET PROTECTION	IV	
III – PAVING	7	SEEDING	IV	GRAVEL FILTER BAGS
IV – STABILIZE SITE				SEE THIS SHEET FOR DRAINAGE PLANS

REV. NO.	DATE	DESCRIPTION

REVISIONS

EROSION CONTROL

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI 2025

SHEET 43 of 63

olsson
1200 East St. Louis Street
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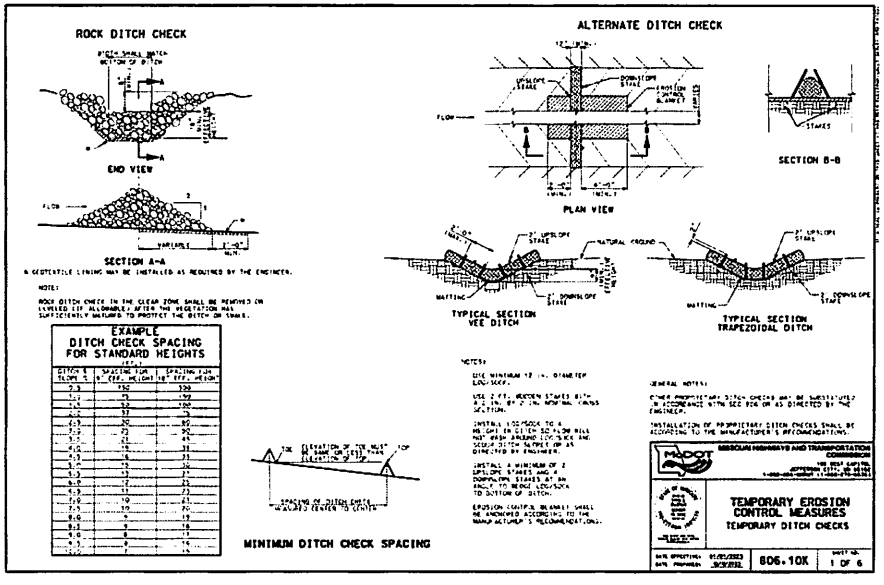
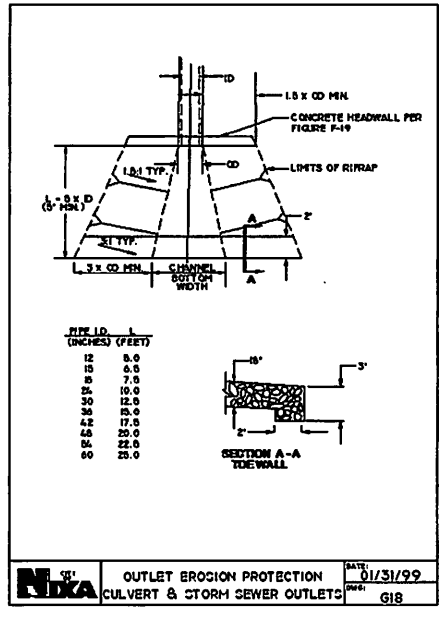
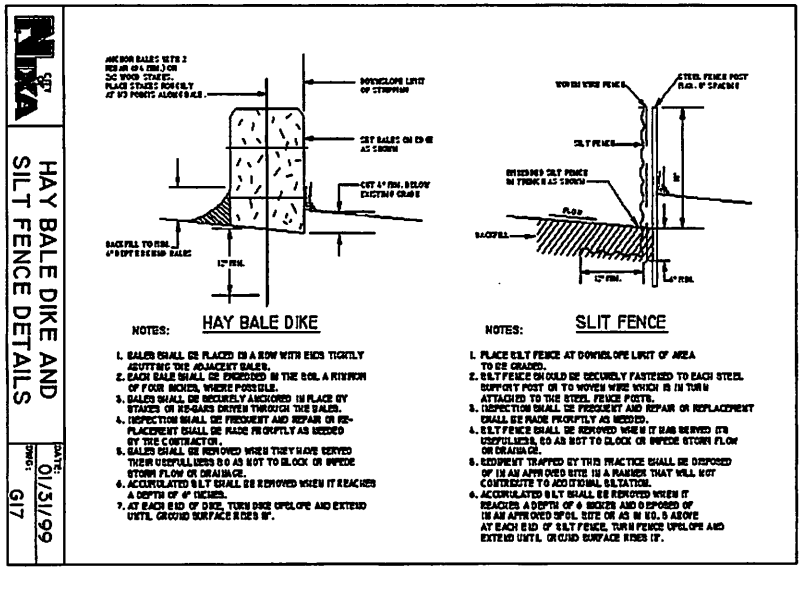




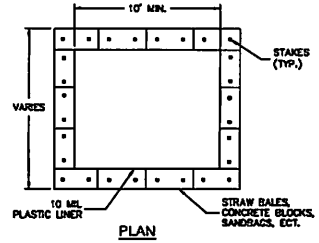
EROSION CONTROL NOTES

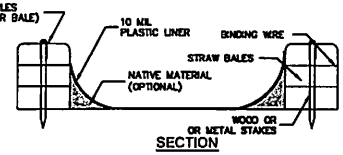
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION & SEDIMENT CONTROL MEASURES AND PRACTICES THROUGHOUT THE PROJECT. ANY AND ALL FINES ASSOCIATED WITH EROSION CONTROL VIOLATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
2. EROSION CONTROL IS THE CONTRACTOR'S RESPONSIBILITY. THIS PLAN SHOULD BE USED AS A GUIDE AND REPRESENTS THE MINIMUM EROSION CONTROL DEVICES REQUIRED.
3. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION & SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
4. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL EROSION & SEDIMENT CONTROL DEVICES AFTER EACH RAINFALL EVENT.
5. THE CONTRACTOR SHALL PROVIDE ANY FURTHER EROSION CONTROL MEASURES IN ADDITION TO THOSE LISTED TO ENSURE THAT SILT WILL NOT LEAVE THE PROJECT CONFINES.
6. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION & SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED WITH A HEALTHY STAND OF PERMANENT VEGETATION.
7. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AT COMPLETION OF CONSTRUCTION.
8. THE CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, FLUMES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
9. THE CONTRACTOR SHALL PROVIDE ANY TEMPORARY STABILIZATION AS REQUIRED.
10. ALL EROSION CONTROL DEVICES SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS AND DESIGN CRITERIA OF THE ENGINEERING DIVISION, DEPARTMENT OF PUBLIC WORKS, CITY OF REPUBLIC, MISSOURI.
11. THE CONTRACTOR WILL BE REQUIRED TO CLEAN THE STREETS OF DEPOSITED MUD AS FREQUENTLY AS NEEDED AS DETERMINED BY THE ENGINEER IN ORDER TO KEEP THEM USABLE AND TO CONTROL DUST.
12. CONTRACTOR IS RESPONSIBLE FOR PHASED INSTALLATION OF EROSION CONTROL BMP'S IN ORDER TO PREVENT SEDIMENT FROM BREACHING THE LIMITS OF DISTURBANCE.
13. WATER HAUL ROUTES AND GRADING AREAS AS REQUIRED TO CONTROL DUST. ALL REQUESTS FOR WATER SHALL BE COMPLETED IMMEDIATELY. ALL WORK, MATERIALS, AND EQUIPMENT REQUIRED IS CONSIDERED SUBSIDIARY TO EROSION CONTROL.
14. ALL SEEDING AND MULCHING ASSOCIATED WITH THE CONTRACTOR'S STAGING AREA AND HAUL ROUTES IS CONSIDERED SUBSIDIARY TO MOBILIZATION.
15. SEE GENERAL NOTES ON SHEET 2 FOR ADDITIONAL REQUIREMENTS.



NOTES:

1. ACTUAL LAYOUT LOCATIONS & NUMBER OF WASHOUTS TO BE DETERMINED BY CONTRACTOR IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. WASHOUTS SHALL BE LOCATED A MINIMUM OF 50 FT. FROM STORM DRAINS, OPEN DRAINAGE FACILITIES AND WATER COURSES. AVOID MIXING EXCESS AMOUNTS OF FRESH CONCRETE.
4. INSTALL BEFORE THE START OF ANY CONCRETE ACTIVITIES OR DELIVERIES.
5. INSPECT AND REPAIR, WEEKLY, IF NECESSARY OR AS REQUIRED BY NPDES PERMIT. REMOVE AND DISPOSE OF HARDENED CONCRETE AND RETURN THE FACILITY TO A FUNCTIONAL CONDITION. WASHOUT FACILITIES MUST BE CLEANED, OR NEW FACILITIES MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASHOUT IS 75% FULL.
6. WHEN TEMPORARY CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, THE HARDENED CONCRETE SHOULD BE REMOVED AND DISPOSED. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE REMOVED FROM THE SITE AND DISPOSED. HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE WASHOUT SHALL BE BACKFILLED AND REPAIRED.





CONCRETE WASHOUT DETAIL
NOT TO SCALE

olsson
550 East St. Louis Street
Springfield, MO 65806
olsson.com
TEL 417.890.2802
FAX 417.890.2805
Olsson - Engineering
Missouri COA #001592

JONATHAN B. POTZ NUMBER PE-2007019033 ENGINEER

REVISIONS

REV NO.	DATE	DESCRIPTION

EROSION CONTROL DETAILS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)
NIXA, MISSOURI
2025

drawn by: ERC / CTK
designed by: ERC
project no.: 022.00432
date: 2025.01.15

SHEET
44 of 63

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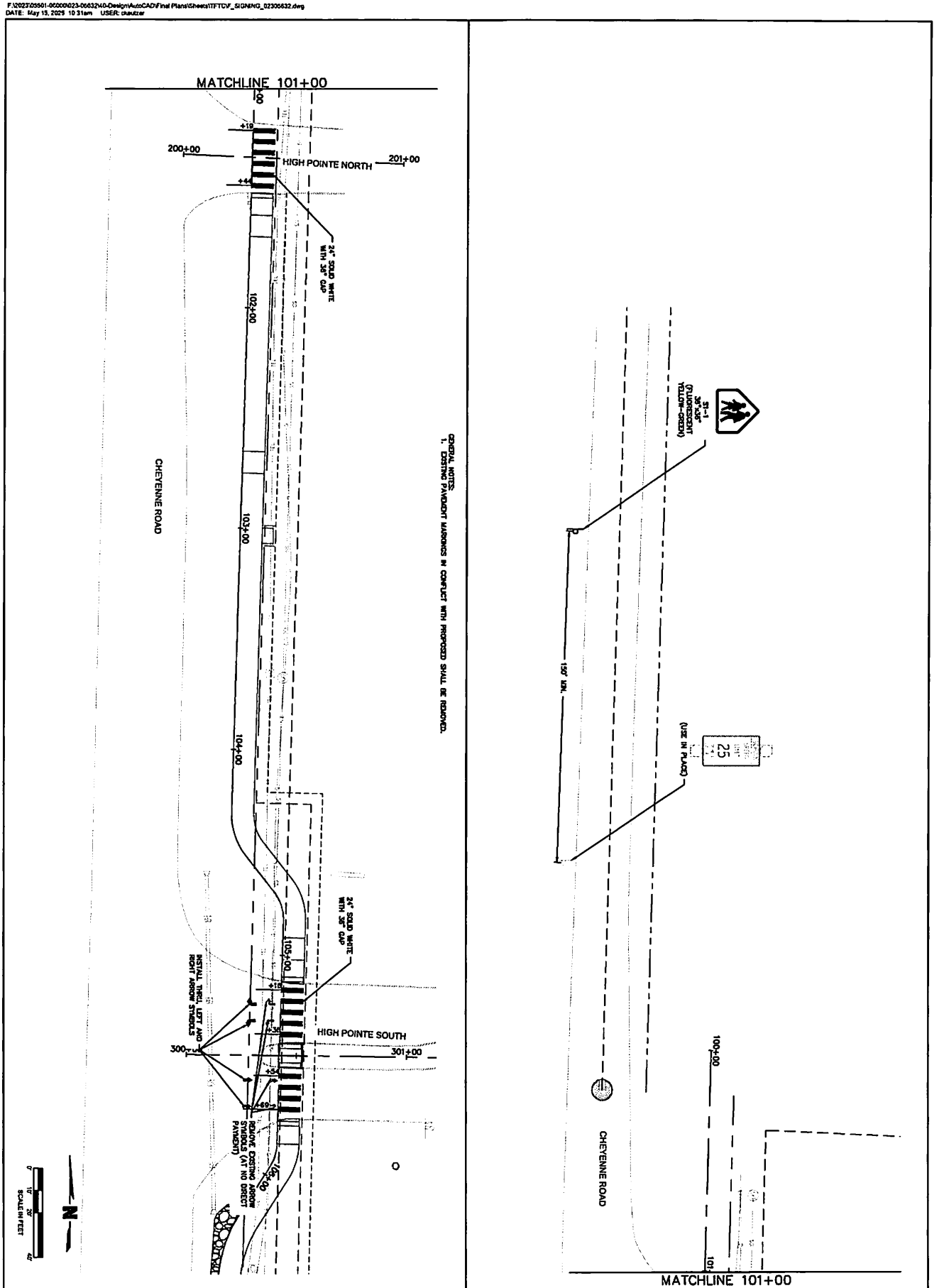
DATE May 15, 2025 9:24am USER cwacker



SHEET 45 of 63	PAVEMENT MARKING & SIGNING PLAN	REV. NO.	DATE	DESCRIPTION	559 East St. Louis Street Springfield, MO 65806
	CHEYENNE ROAD MULTI-USE TRAIL TAP-9901(660)				olsson
	NIXA, MISSOURI 2025			REVISIONS	

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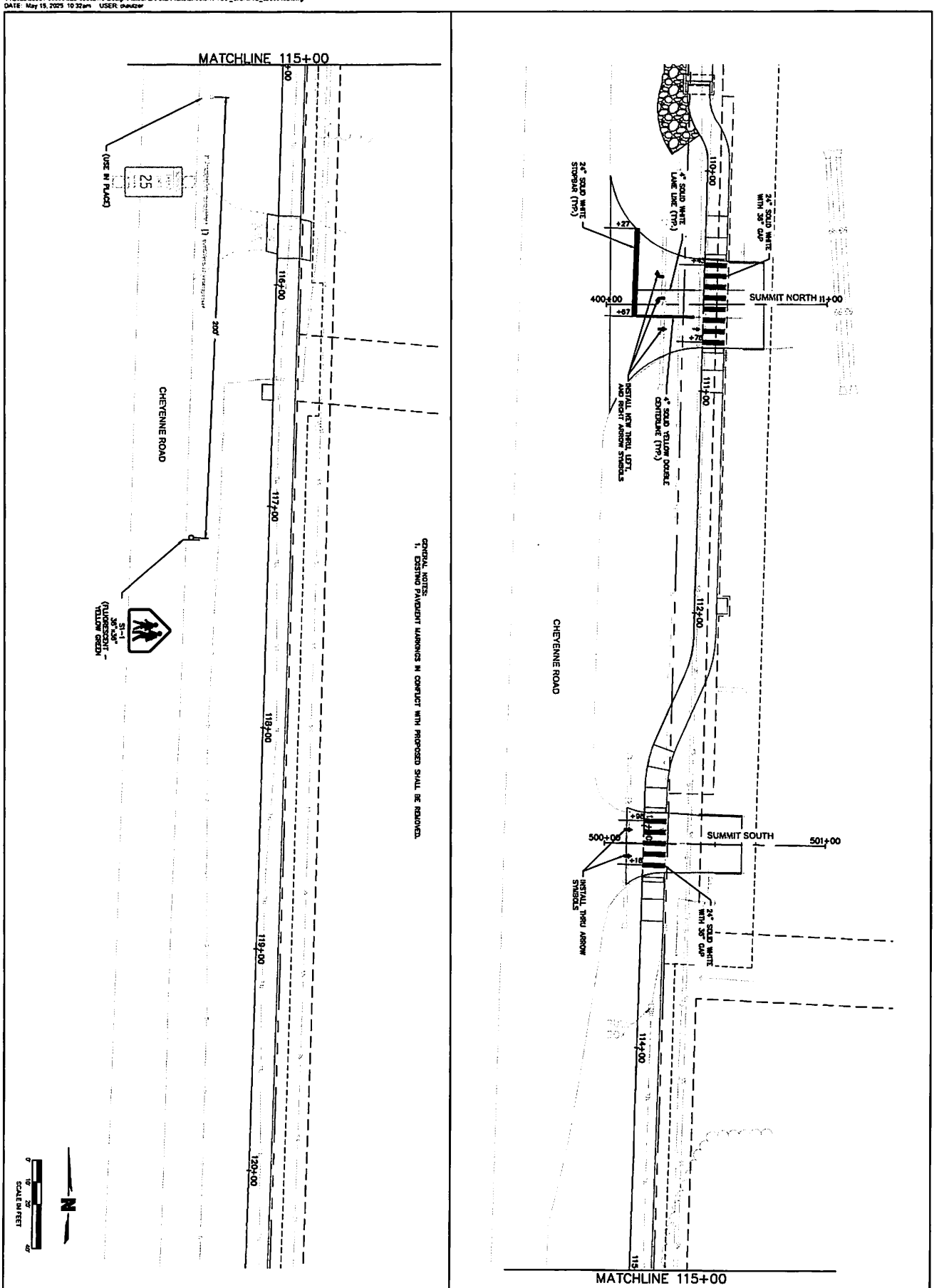
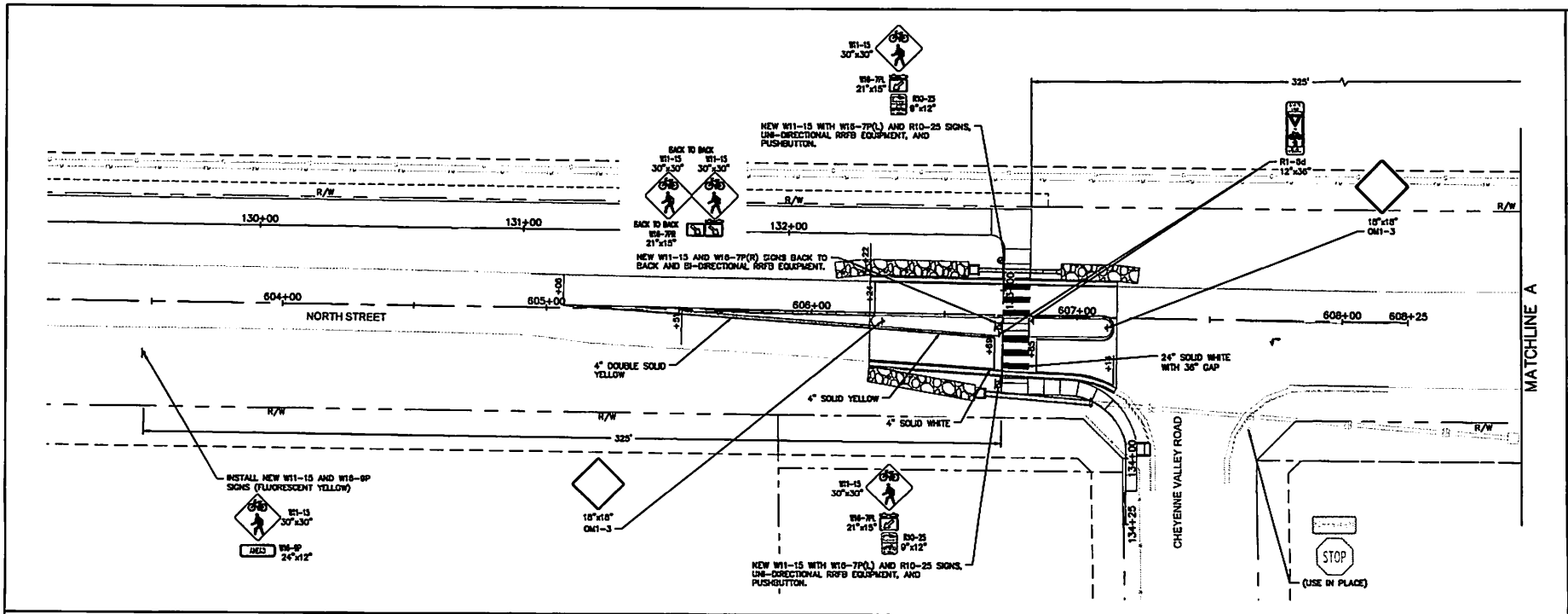
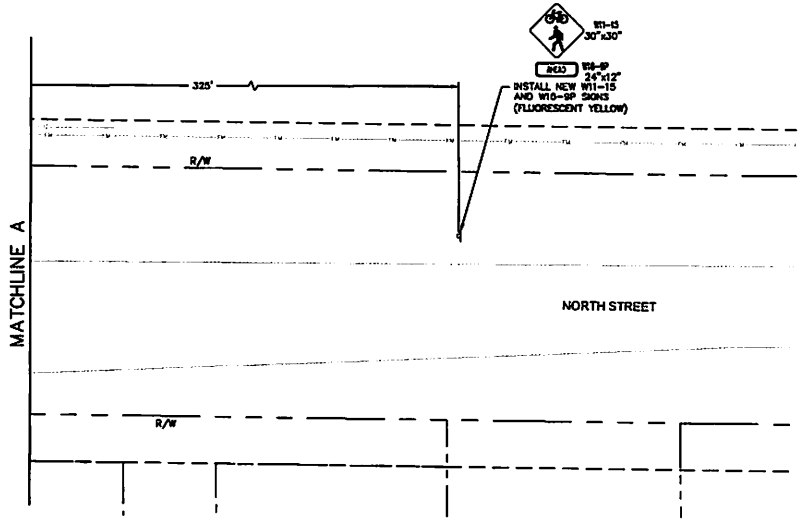
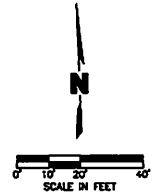


SHEET 46 of 63	PAVEMENT MARKING & SIGNING PLAN	REV. NO.	DATE	DESCRIPTION	STATE OF MISSOURI	olsson
	CHEYENNE ROAD MULTI-USE TRAIL TAP-9901(860)					
	NIXA, MISSOURI 2025			REVISIONS		





GENERAL NOTES:
1. ROADWAY LIGHTING FOR CROSSWALK AND MEDIAN ISLAND TO BE PROVIDED BY OTHERS.
2. EXISTING PAVEMENT MARKINGS IN CONFLICT WITH PROPOSED SHALL BE REMOVED.



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Olsson - Engineering
Missouri COA #2011362

JASON HICKEY
NUMBER PE-2011036235
STATE OF MISSOURI
PROFESSIONAL ENGINEER

REVISIONS

REV NO.	DATE	DESCRIPTION

PAVEMENT MARKING & SIGNING PLAN

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

SHEET
47 of 63

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DATE: May 19, 2025 10:32am USER: dwade

SIGNS				PERFORATED SQUARE STEEL TUBE POST 2.0 IN.							REMARKS AND OTHER REQUIRED ITEMS.
							2.25# INSERT (5 FT)	ANCHORS		BREAKWAY ASSEMBLY ITEM NO. 9031241	
SIGN NO.	SIGN SIZE	STATION	LOCATION	POST NO. 1	POST NO. 2	TOTAL ITEM NO. 9031250	ITEM NO. 9031272A	DRIVEN 7 GA. ITEM NO. 9031251A	CONCRETE 7 GA. ITEM NO. 9031255		
				LF	LF	LF	EA	EA	EA	EACH	
1	ASSEMBLY	603+47	NORTH STREET	16		16			1		
2	18"x18"	606+27	NORTH STREET	16		16			1		
3	ASSEMBLY	606+70	NORTH STREET								RRFB Pole
4	ASSEMBLY	606+71	NORTH STREET								RRFB Pole
5	ASSEMBLY	606+71	NORTH STREET								RRFB Pole
6	12"x36"	606+71	NORTH STREET								Install on Median Island*
7	12"x36"	606+84	NORTH STREET								Install on Median Island*
8	18"x18"	607+11	NORTH STREET	16		16			1		
9	ASSEMBLY	610+10	NORTH STREET	16		16			1		
10	36"x36"	117+16	CHEYENNE ROAD	16		16			1		
11	36"x36"	97+65	CHEYENNE ROAD	16		16			1		
SUBTOTAL						96	0	0	6	0	
TOTAL						96	0	0	6	0	

*R1-6d signs shall be installed on Median Island per manufacturer's recommendation. Sign mounting shall be provided at no direct pay.

PAVEMENT MARKING					
STA.	STA.	LOCATION	PREFORMED THERMOPLASTIC			REMARKS
			24" WHITE (L.F.)	THRU ARROW (EA.)	LEFT/RIGHT TURN ARROW (EA.)	
606+72	606+82	NORTH STREET	60			
112+88	113+18	CHEYENNE ROAD	50	2		
110+43	110+78	CHEYENNE ROAD	140	1	2	
101+19	101+44	CHEYENNE ROAD	60			
105+16	105+69	CHEYENNE ROAD	90	2	2	REMOVE EXISTING ARROW SYMBOLS AT NO DIRECT PAYMENT
		TOTAL	400	5	4	

PAVEMENT MARKING				
STA.	STA.	LOCATION	WATERBORNE PAINT, TYPE P BEADS	
			4" WHITE (L.F.)	4" YELLOW (L.F.)
113+56		CHEYENNE ROAD	39	
110+97		CHEYENNE ROAD		78
606+21	606+69	NORTH STREET	94	
606+85	607+15	NORTH STREET	60	
606+21	606+87	NORTH STREET		
605+06	606+24	NORTH STREET		350
606+24	606+69	NORTH STREET		90
606+85	607+15	NORTH STREET		64
		TOTAL:	193	612

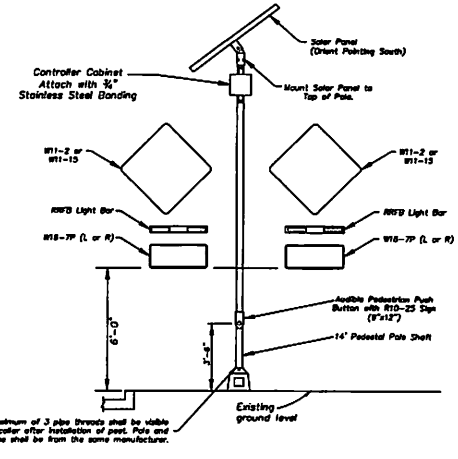
STANDARD SIGN ASSEMBLIES											
SIGN NO.	STATION	LOCATION	TYPE								
			SHR2L-1	SHR2L-1	SHR2L-1	SHR2L-1	SHR2L-1	SHR2L-1	SHR2L-1	SHR2L-1	SHR2L-1	ST R2L-1
			SIGN DESCRIPTION, SIZES & NUMBER OF EACH									
			36"X36" R1-1	12"X36" R1-6d	36"X36" S1-1	36"X36" W2-6	36"X36" W3-3	30"X30" W11-15	21"X15" W16-7PL	21"X15" W16-7PR	24"X12" W16-9P	18"X18" OM1-3
1	603+47	NORTH STREET						1			1	
2	606+27	NORTH STREET										1
3	606+70	NORTH STREET						2		2		
4	606+71	NORTH STREET						1	1			
5	606+71	NORTH STREET						1	1			
6	606+71	NORTH STREET		1								
7	606+84	NORTH STREET		1								
8	607+11	NORTH STREET										1
9	610+10	NORTH STREET						1			1	
10	117+16	CHEYENNE ROAD			1							
11	97+65	CHEYENNE ROAD			1							
		TOTAL	0	2	2	0	0	6	2	2	2	2

SIGN SUMMARY					
STANDARD SIGN OR SPECIAL SIGN NO.	SIGN DETAIL SHEET NO.	NO. EACH	SIZE, TYPE & SQUARE FEET		
			SIZE	FLAT SHEET SH ITEM NO. 9035034A	FLAT SHEET FLUORESCENT SHF ITEM NO. 9035035A
R1-6d	STD	2	12"X36"	6.0	
W11-15	STD	6	30"X30"		37.5
W16-7PL	STD	2	21"X15"		4.4
W16-7PR	STD	2	21"X15"		4.4
W16-9P	STD	2	24"X12"		4.0
S1-1	STD	2	36"X36"		18.0
OM1-3	STD	2	18"X18"		4.5
			SUBTOTAL	6.0	72.8
			TOTAL	6	73

RRFB Bill of Material Notes:

1. *UNLESS OTHERWISE NOTED, THE INSTALLATION OF POLE MOUNTED RRFB UNITS SHALL BE BID PER EACH FOR ALL NECESSARY EQUIPMENT INCLUDING RRFB, CONTROL UNIT, CONTROLLER CABINET, SOLAR PANEL, AUDIBLE PUSH BUTTON WITH INTEGRATED R10-25 SIGN, 14' PEDESTAL POLE, AND FOUNDATION.*
2. *THE RRFB CABINET SHALL BE ORDERED WITH THE AUDIBLE PEDESTRIAN PUSH BUTTON DC CONTROL UNIT PRE-MOUNTED.*
3. *SIGNS ARE INCLUDED IN SIGN QUANTITIES.*
4. *THIS MEDIAN RRFB ASSEMBLY IS NOT INTENDED TO HAVE A PUSH BUTTON. RRFB SYSTEM SHALL BE CONFIGURED SO THAT ALL THREE RRFB ASSEMBLIES FLASH SIMULTANEOUSLY FOR A PEDESTRIAN CROSSING THE FULL WIDTH OF ROADWAY.*
5. *THE RRFB SHALL BE LOCATED SO THE PUSH BUTTON IS WITHIN 10' FROM EDGE OF SIDEWALK. IF BASE IS CONSTRUCTED SO THIS IS NOT MAINTAINED, A PUSH BUTTON EXTENDER SHALL BE PROVIDED AT NO ADDITIONAL COST TO SATISFY THIS REQUIREMENT.*

POLE MOUNTED RRFB ASSEMBLY (1)(2)(3)				
STATION	OFFSET	STREET	DIRECTIONAL UNI	BI
606+70.24	4.04' RT	NORTH STREET		1 (4)
606+70.57	26.02' RT	NORTH STREET	1	
606+70.74	20.86' LT	NORTH STREET	1	
TOTAL			2	1



Aluminum Signal Pedestal Pole with Rectangular Rapid Flashing Beacon (RRFB)

olsson
1500 East St. Louis Street
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TEL 417.890.8202
FAX 417.890.8805
Olsson - Engineering
Missouri COA #001582

STATE OF MISSOURI JACOB BICKET NUMBER PE-2021036335 ENGINEER PROFESSIONAL ENGINEER

REV. NO.	DATE	DESCRIPTION
		REVISIONS

PAVEMENT MARKING & SIGNING DETAILS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)
NIXA, MISSOURI
2025

drawn by: NHC
designed by: JAB
project no.: 023.00432
date: 2025.05.15

SHEET 48 of 63

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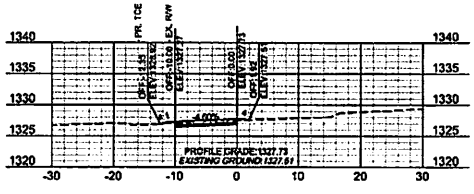

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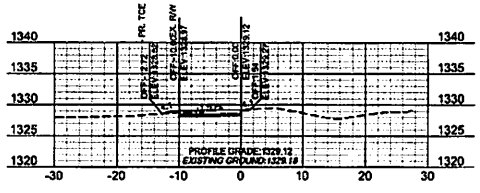

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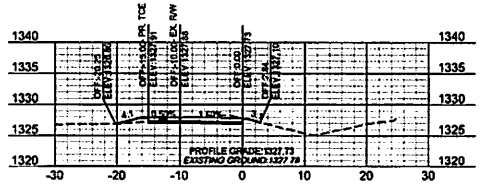

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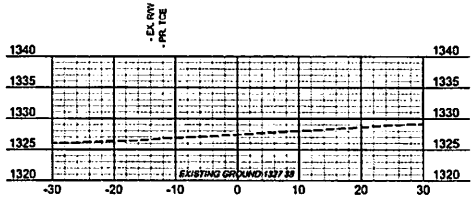

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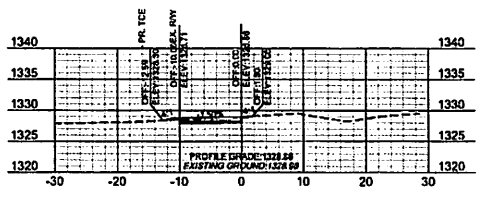

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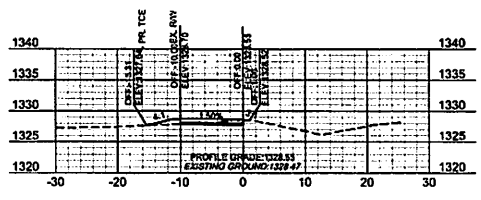

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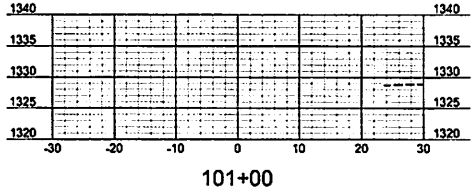

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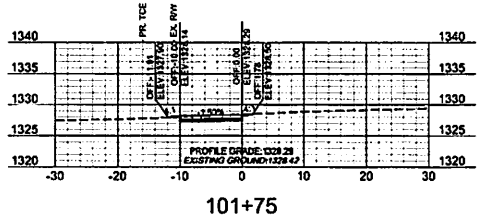

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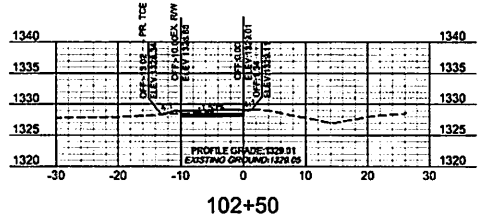

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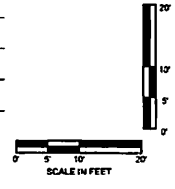

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JONATHAN M. POTE - CIVIL ENGINEER
MO# PE-2007009023

REVISIONS

REV. NO.	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MDC / CTC
designed by: JMP
project no.: 023-00532
date: 2025-05-13

SHEET
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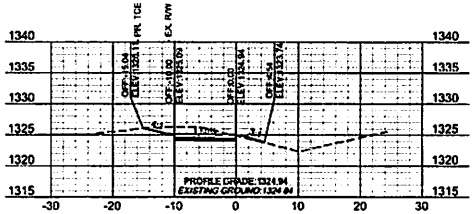

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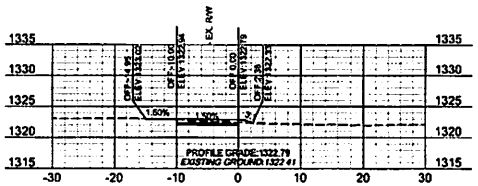

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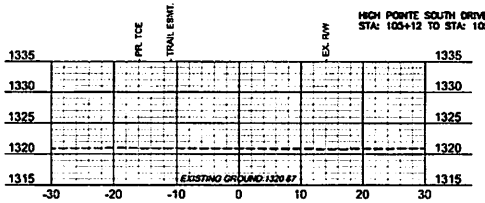

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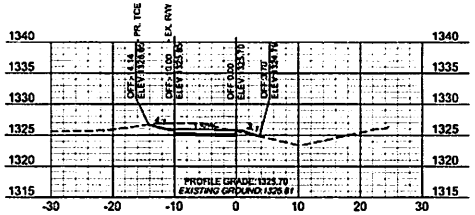

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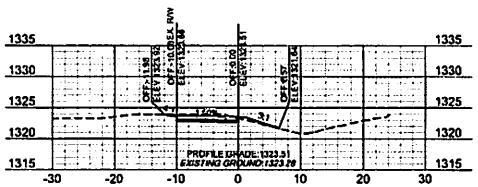

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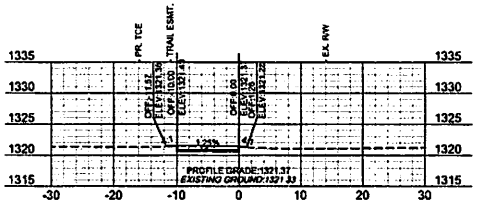

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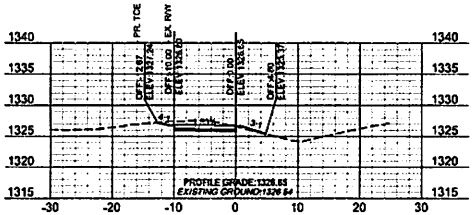

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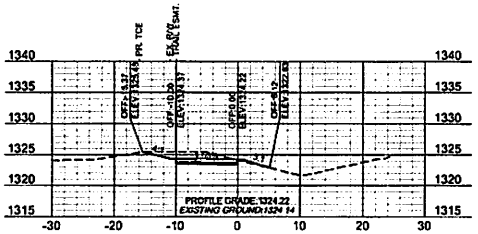

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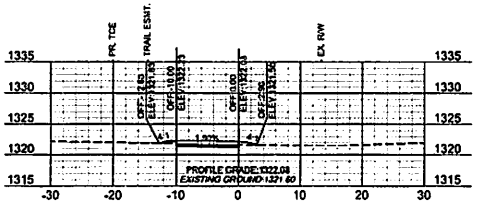

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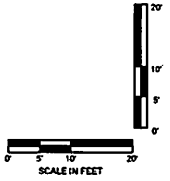

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Missouri COA #001332

JONATHAN W. POTZ - CIVIL ENGINEER
MO PE - 2017018523

REVISIONS

REV NO.	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MEC / CTK
designed by: JWP
project no.: 022.00633
file: 2025.04.14

SHEET
50 of 63

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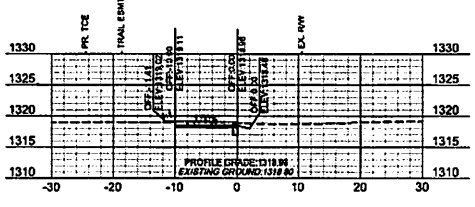

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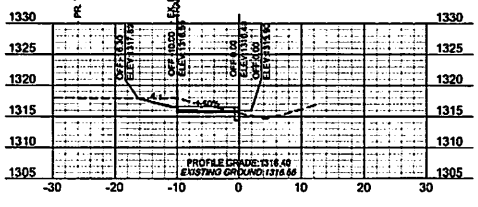

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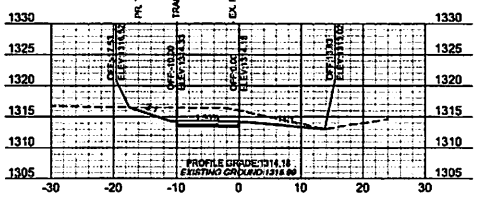

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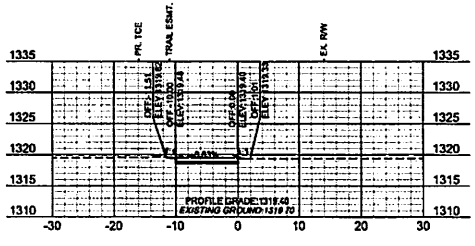

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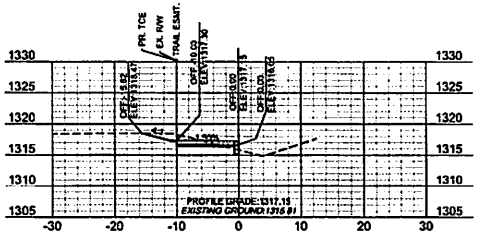

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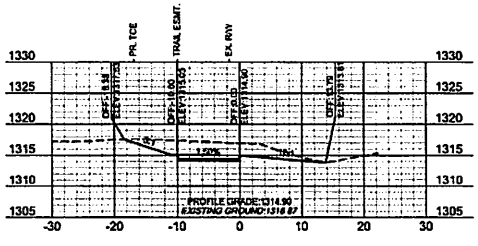

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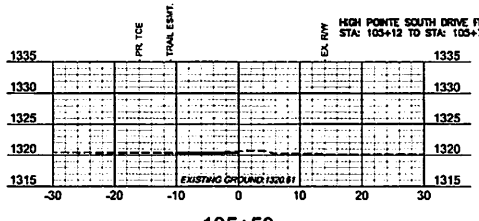

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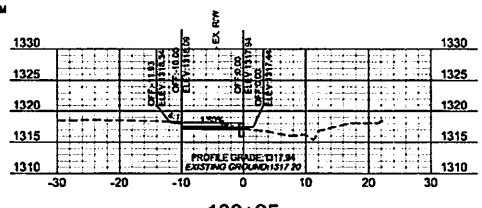

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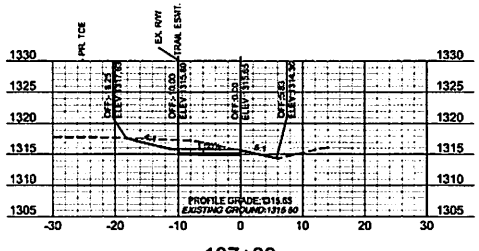

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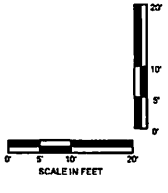

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JONATHAN M. POTTS, PE, DIRECTOR
MO# PE-2007999523

REVISIONS

REV. NO.	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

2025

NIXA, MISSOURI

drawn by: KDC / CTS
designed by: KDC
project no.: 023.0532.01
date: 03/31/25

SHEET
51 of 63

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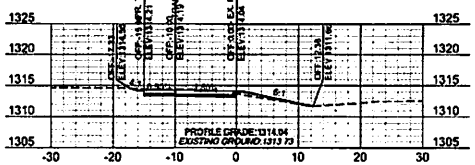

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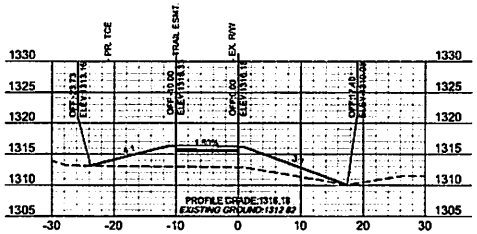

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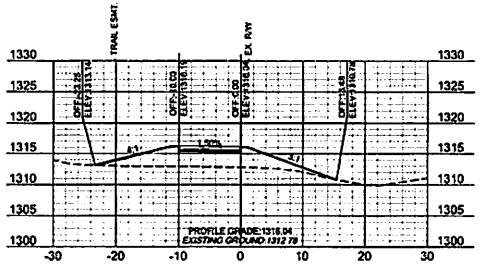

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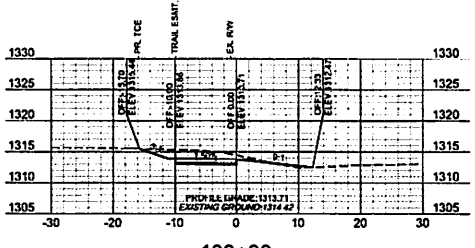

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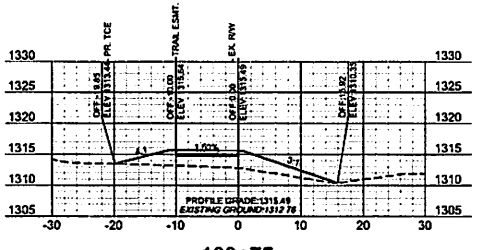

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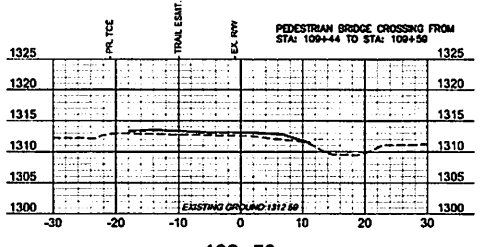

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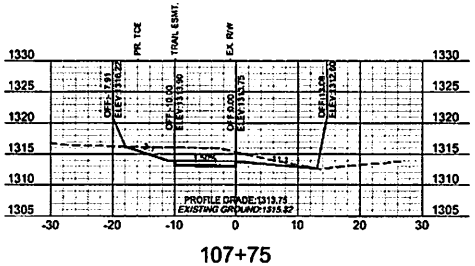

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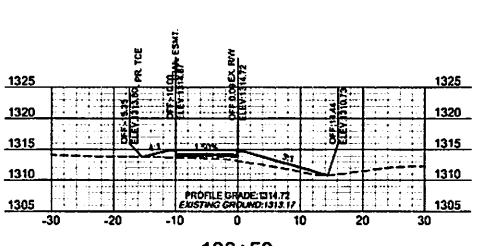

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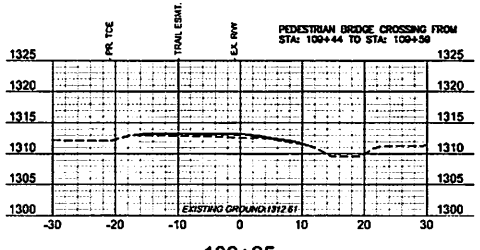

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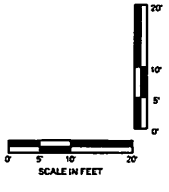

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JONATHAN M. PETZ-CIVIL ENGINEER
MO PE-2017090053

REVISIONS

REV NO.	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MEC / CTS
designed by: JMP
project no. 023.0435
date 2025-05-13

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52 of 63

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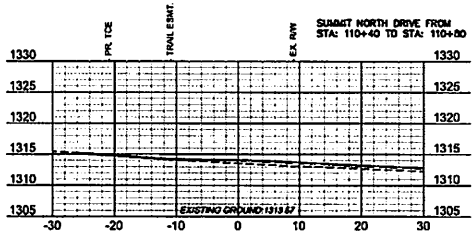

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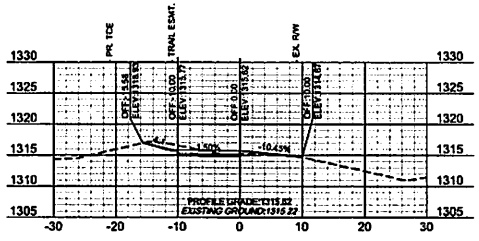

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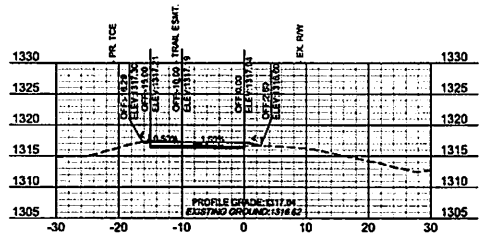

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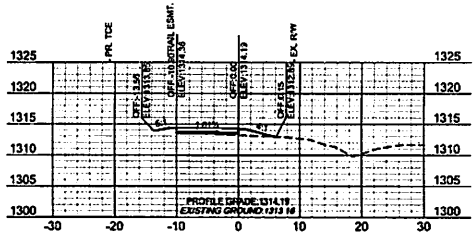

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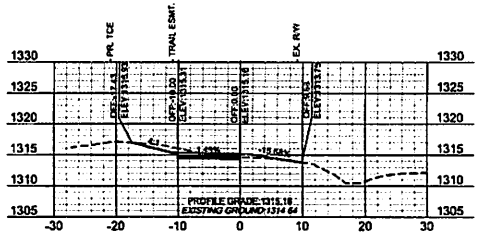

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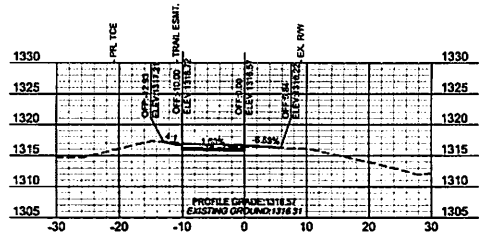

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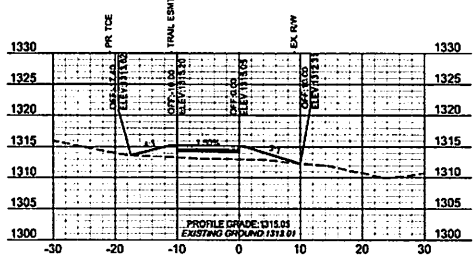

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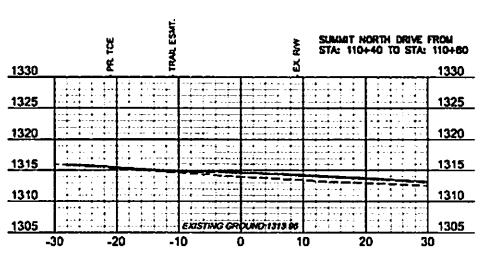

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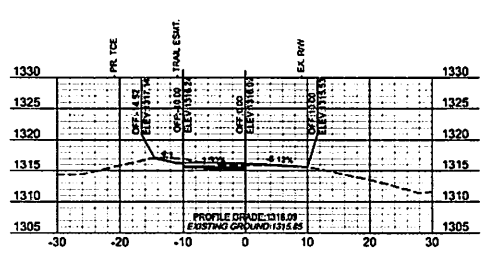

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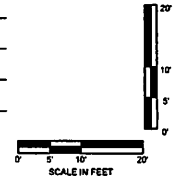

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JONATHAN B. POTZ NUMBER PE-2011018233 PROFESSIONAL ENGINEER

JONATHAN B. POTZ--CIVIL ENGINEER
MO PE--2011018233

REV NO	DATE	DESCRIPTION
		REVISIONS

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: ASCC / CTH
designed by: BJP
project no. 023.0043.13
date 2025-05-15

SHEET
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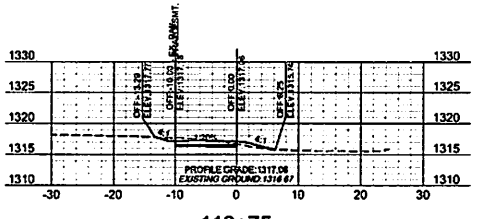

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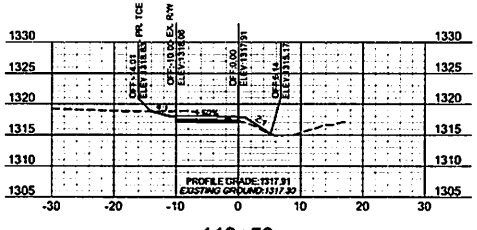

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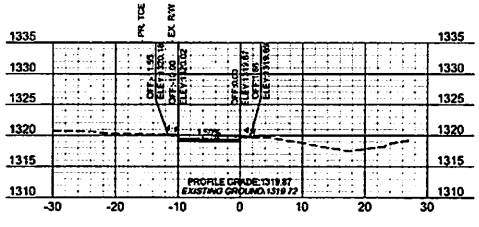

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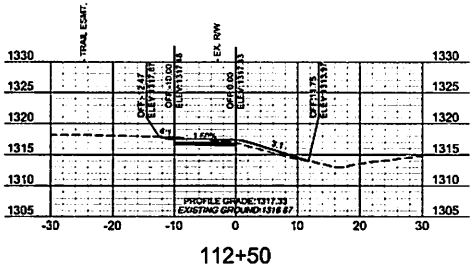

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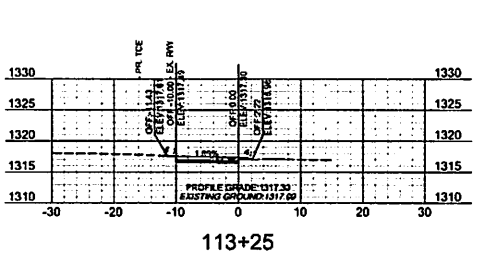

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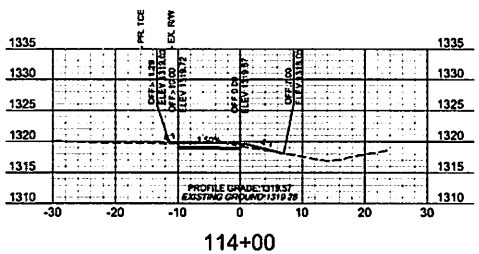

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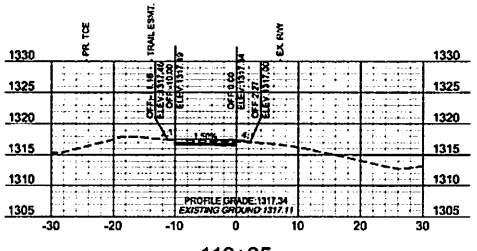

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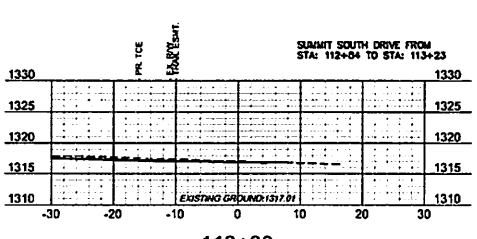

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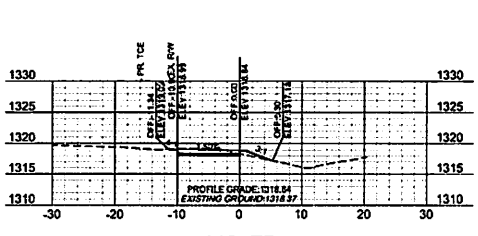

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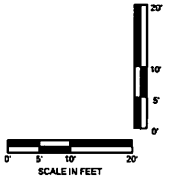

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Missouri COA #001582

JONATHAN M. POTTS-KING, OWNER
MO# PE-2017018523

REVISIONS

REV NO	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MCC / CTK
designed by: VPC
project no.: 021.0432
date: 2025.05.13

SHEET
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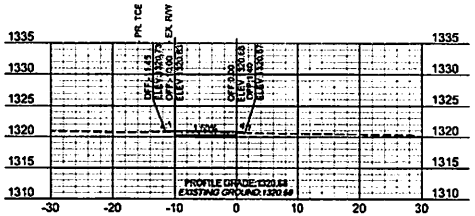

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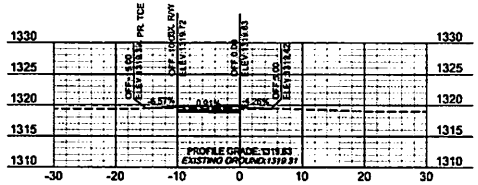

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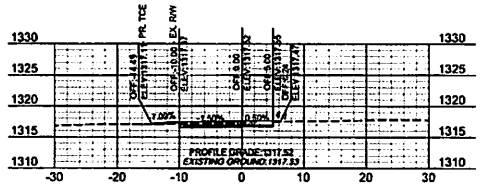

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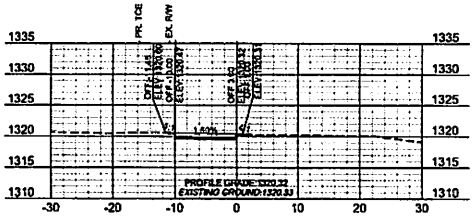

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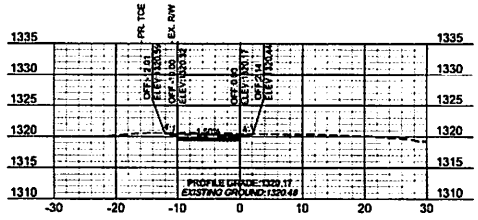

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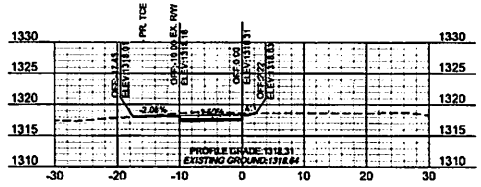

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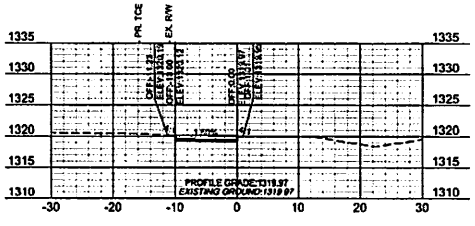

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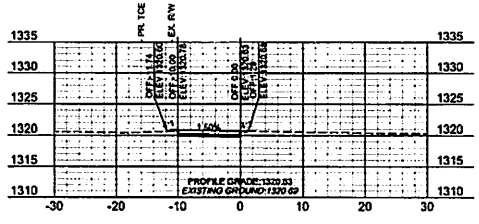

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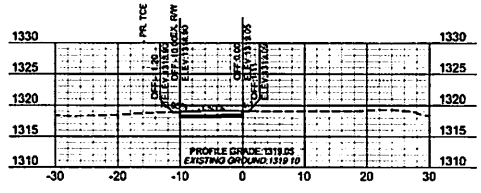

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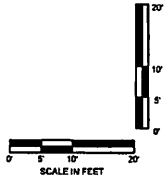

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Missouri COA #001582

JONATHAN R. PETZ-CIVIL ENGINEER
MO PE-2007060023

REVISIONS

REV. NO.	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: VDC / CSX
designed by: MSB
project no.: 023.0532
date: 2025.05.15

SHEET
55 of 63

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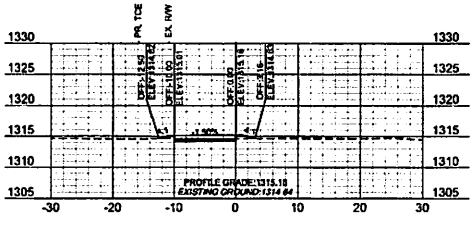

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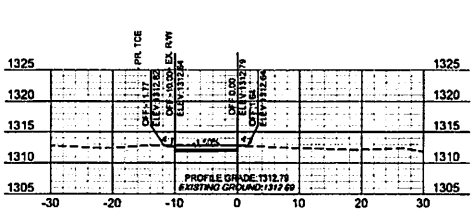

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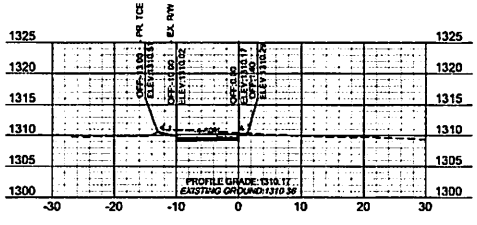

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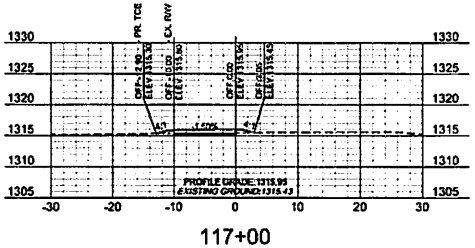

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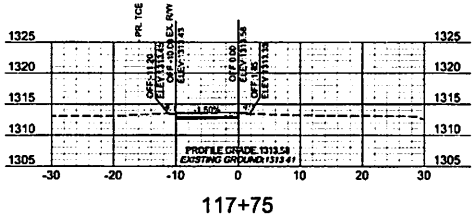

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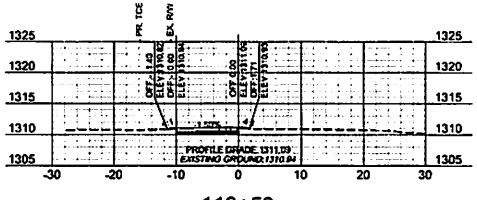

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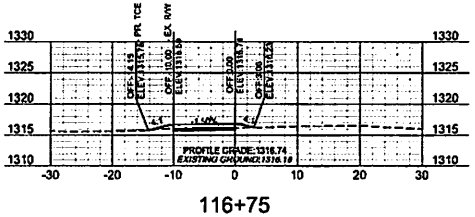

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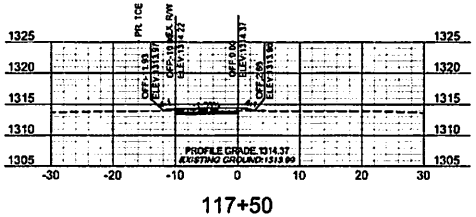

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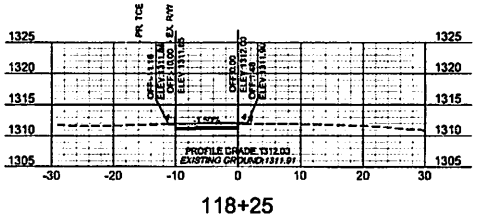

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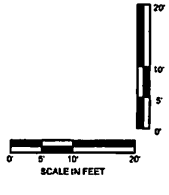

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JONATHAN R. POTTS-CIVIL ENGINEER
MO# PE-2011016023

REVISIONS

REV NO.	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(880)

NIXA, MISSOURI

2025

drawn by: MTC / CTK
designed by: JRP
project no.: 023-00132
date: 2025-05-15

SHEET
56 of 63

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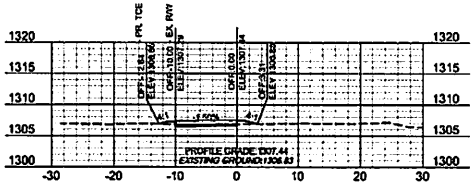

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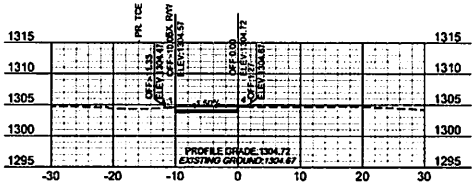

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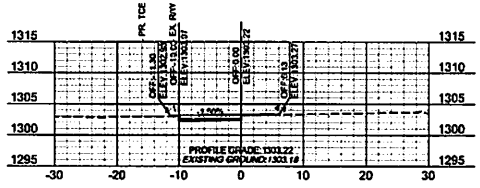

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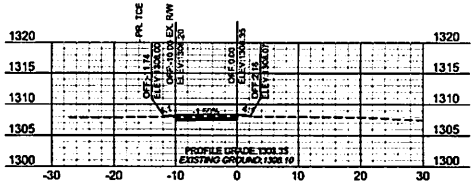

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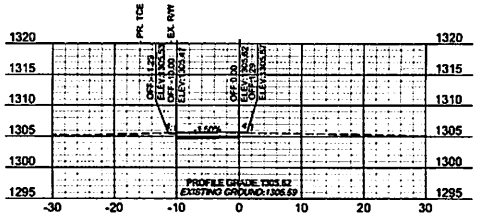

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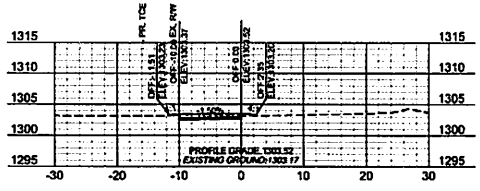

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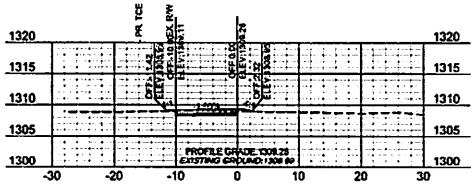

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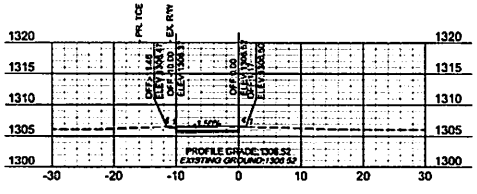

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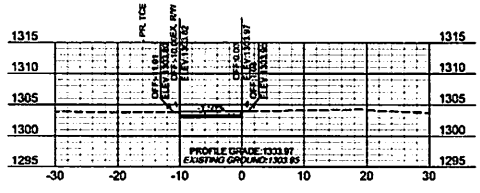

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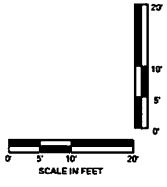

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JONATHAN M. PUTZ
NUMBER
PE-2007009223
PROFESSIONAL ENGINEER

JONATHAN M. PUTZ, P.E. DIRECTOR
MO PE-2007009223

REV NO.	DATE	DESCRIPTION
		REVISIONS

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

2025

NIXA, MISSOURI

drawn by: MDC / CTH
designed by: BTP
project no.: 023.004.15
date: 07/01/25

SHEET
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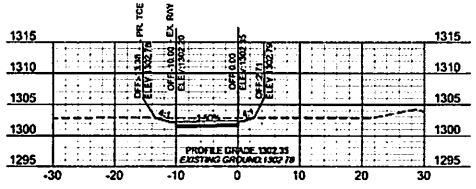

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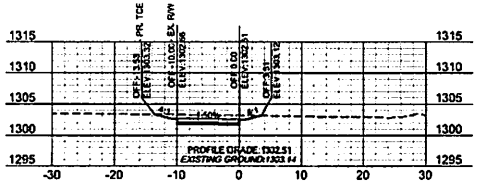

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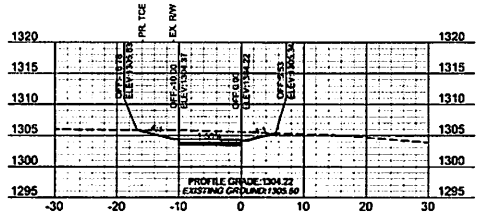

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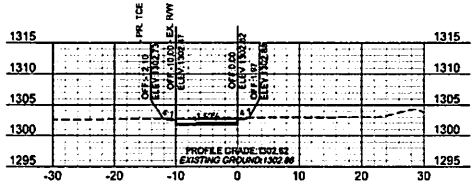

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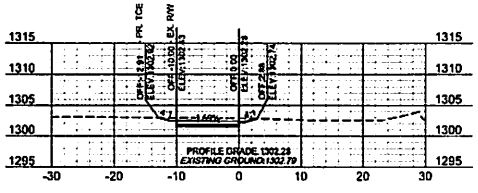

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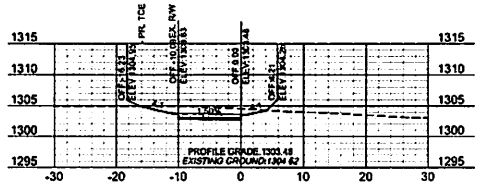

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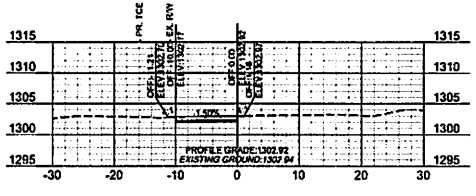

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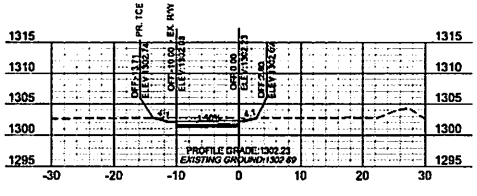

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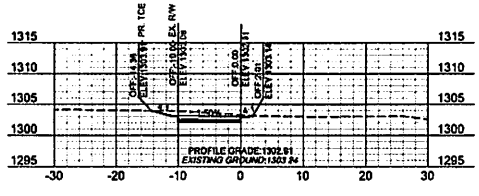

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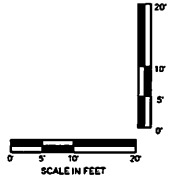

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Missouri COA #001592

JONATHAN M. PUTZ
NUMBER PE-2009060823
ENGINEER

REVISIONS

REV. NO.	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

NIXA, MISSOURI

2025

drawn by: MRC / CTK
designed by: MRC
project no.: 023.00632
date: 2025.05.13

SHEET
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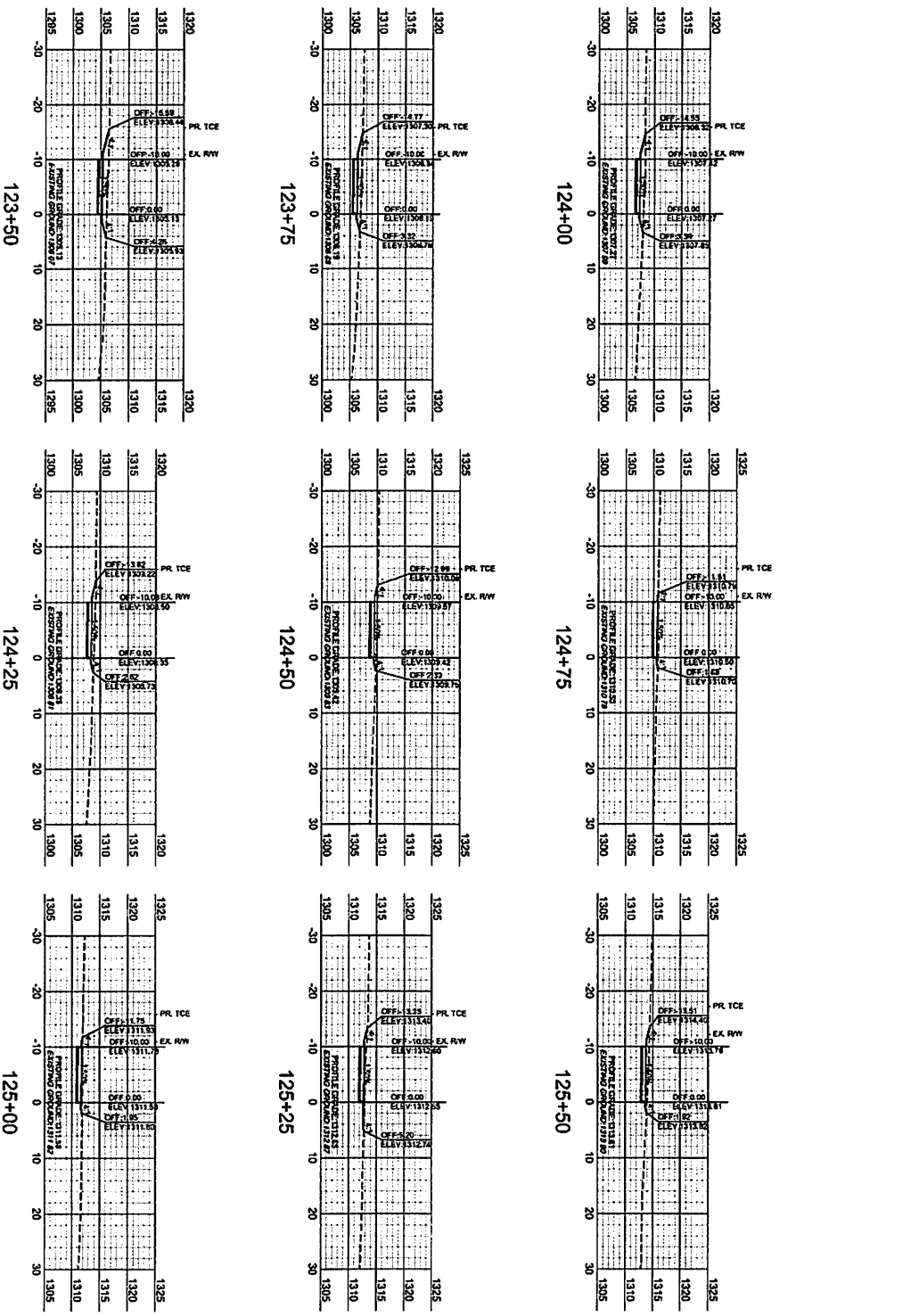
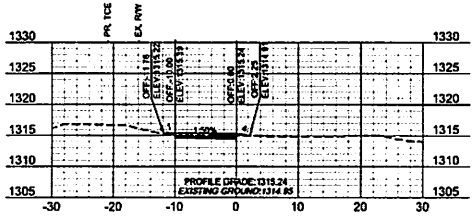


SHEET 59 of 63	CROSS SECTIONS	REV. NO.	DATE	DESCRIPTION	530 East St. Louis Street Springfield, MO 65806
	CHEYENNE ROAD MULTI-USE TRAIL TAP-9901(860)				olsson.com TEL 417.890.8900 FAX 417.890.8905 Olsson - Engineering Missouri COA #001580
	NIXA, MISSOURI 2025			REVISIONS	olsson



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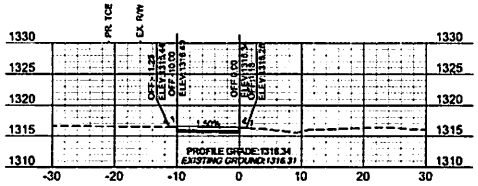

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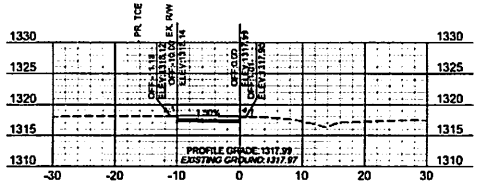

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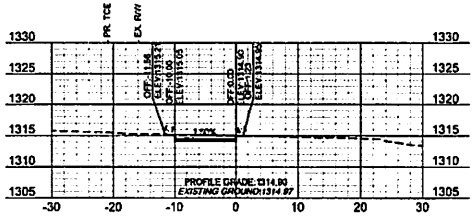

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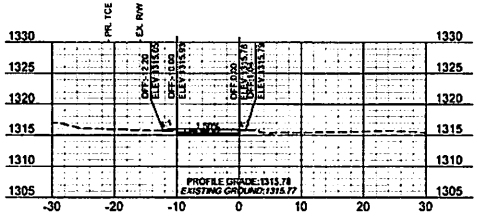

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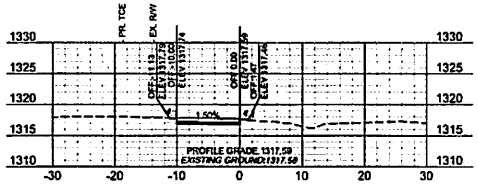

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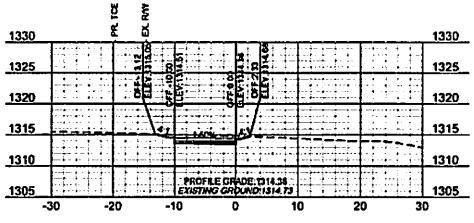

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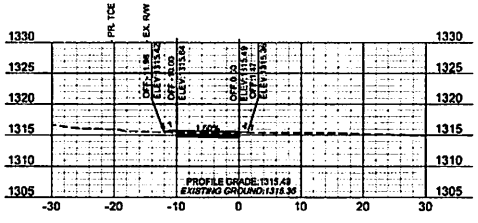

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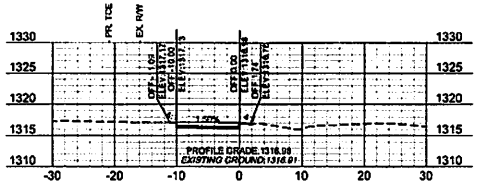

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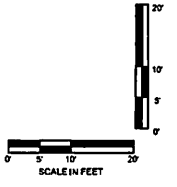

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Missouri COA #001592

STATE OF MISSOURI
JONATHAN M. PITTS
NUMBER PE-2007006023
PROFESSIONAL ENGINEER

JONATHAN M. PITTS, CIVIL ENGINEER
MO# PE-2007006023

REVISIONS

REV. NO.	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(650)

NIXA, MISSOURI

2025

drawn by: MSC / CTS
designed by: MSC
project no.: 012.0083
date: 2025.05.15

SHEET
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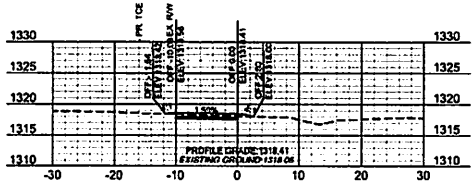

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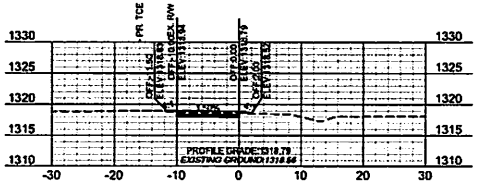

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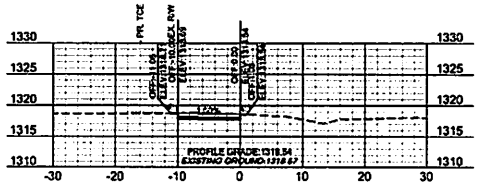

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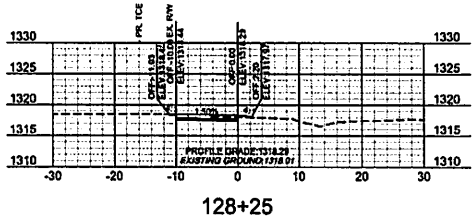

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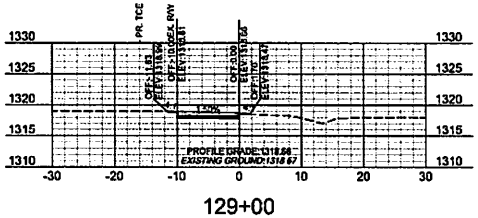

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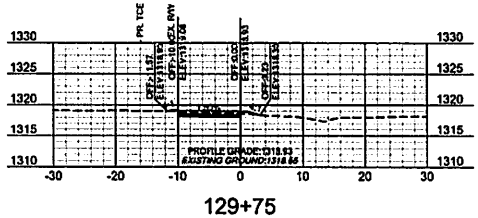

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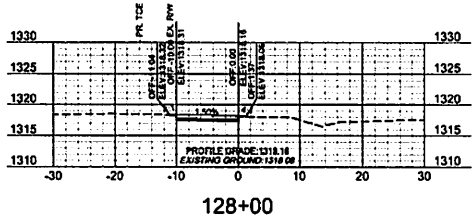

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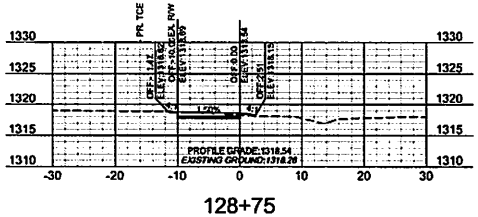

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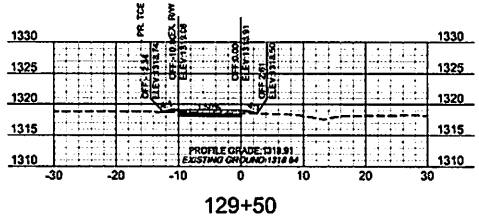

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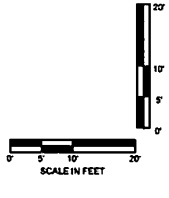

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Olsson - Engineering
Missouri COA #2031592

STATE OF MISSOURI
JONATHAN M. PUTZ
NUMBER PE-2007020823
ENGINEER
JONATHAN M. PUTZ - PROFESSIONAL ENGINEER
MO PE-2007020823

REVISIONS

REV. NO.	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MCG
designed by: MM
project no.: 023.00432
date: 2025.04.15

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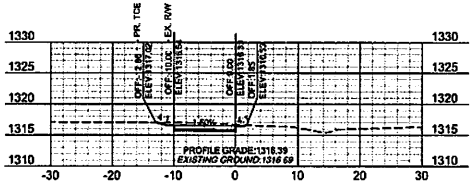

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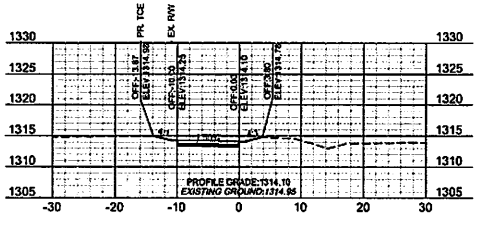

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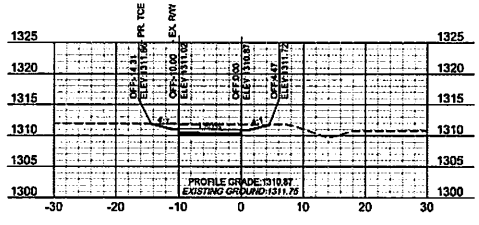

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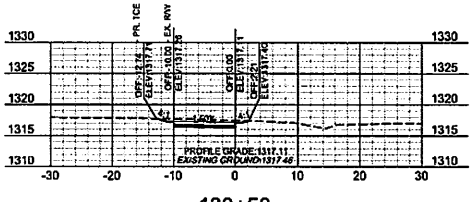

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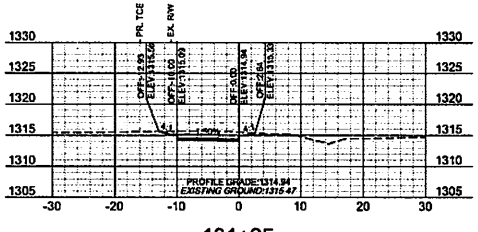

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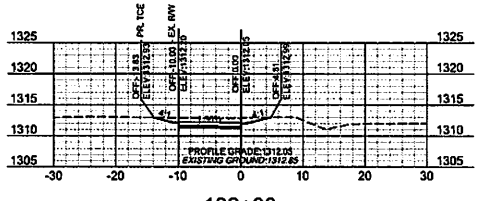

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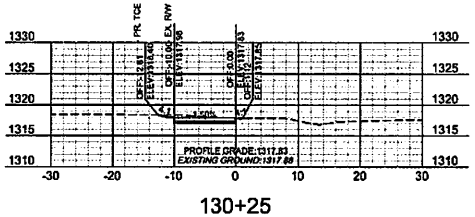

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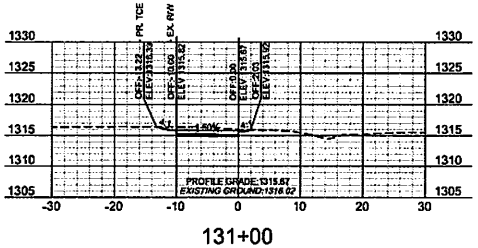

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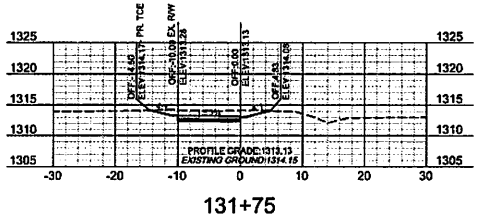

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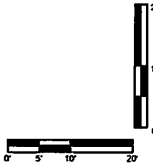

olsson

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olsson.com
TEL 417.890.8802
FAX 417.890.8805

Olsson - Engineering
Missouri COA #001592

REVISIONS

REV. NO.	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MEC / CTK
designed by: MEC
project no. 023.0632
date 2025.05.15

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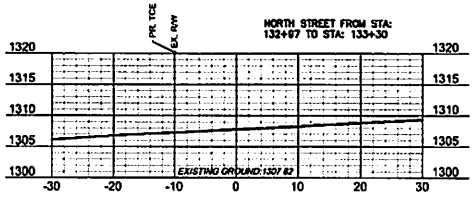

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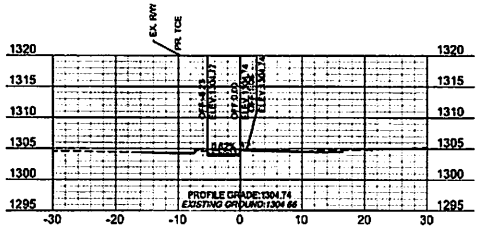

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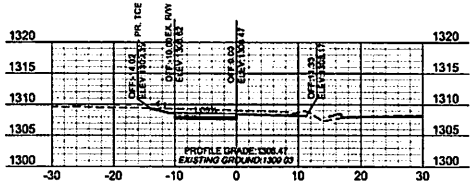

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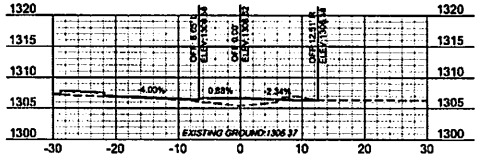

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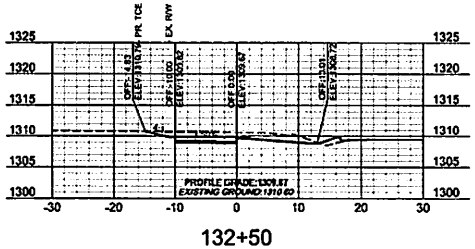

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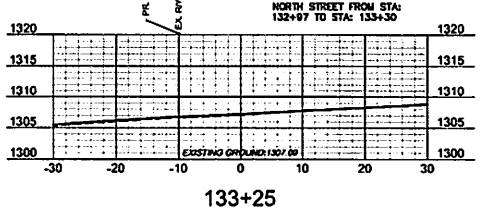

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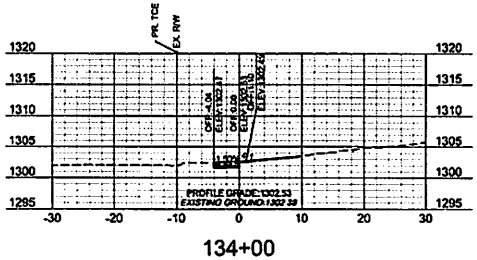

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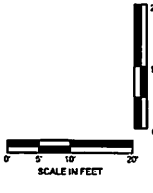

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FAX 417.890.8805
Olsson - Engineering
Missouri COA #001582

JONATHAN M. POTT-MINER PE-2011999553

REVISIONS

REV. NO.	DATE	DESCRIPTION

CROSS SECTIONS

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

2025

N/XA, MISSOURI

drawn by: LSC / CSH
designed by: MSP
project no.: 023.0043.13
date: 2025.04.15

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DATE: May 15, 2025 9:28am USER: cholzer

TAP-9901 (860)

City of Nixa
1111 Kathryn Street

REQUEST FOR BID

BID OF

Bidder Name_____

Bidder Address_____

_____

FOR
CONSTRUCTING OR IMPROVING
Cheyenne Road Trail

Nixa, Missouri
Christian County

December 2023

Sidewalk/Trail Project

Notice to Contractors

Sealed bids for Cheyenne Road Multi-Use Path TAP 9901-(806), will be received at: 1111 Kathryn Street, Nixa MO 65714 until 10:00 o'clock A.M. (Prevailing Local Time) on the 10th day of February, at the office of the City of Nixa, Public Works and at that time will be publicly opened and read. All bids shall be submitted in the form of a sealed envelope. Bids reveived after 10:00 am will be returned unopened.

Proposed Cheyenne Road Trail. Installation of approximately 3160 square yards of concrete trail improvements, approximately 900 square yards of asphalt driveway and roadway improvements, storm infrastructure improvements, concrete pedestrian bridge and a rectangular rapid flashing beacon.

Plans and specifications may be obtained from the office of City of Nixa - Public Works at 1111 Kathryn Street. For further bidding information, contact Jonathan Peitz, Olsson, at 417-890-8802.

A pre-bid conference will be held at 2:00 PM on the 27th Day of January, at 1111 Kathryn Street. **All bidders are encouraged to attend the pre-bid meeting.**

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

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

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 from the current version of the Missouri Standard Specifications for Highway Construction, including all revisions. 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 project 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 or cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal.

The (City of Nixa, Missouri) reserves the right to reject any or all bids.

The DBE Goal for this project is 0%.

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

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

☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #8). 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 City of Nixa, Missouri 1111 Kathryn Street, Nixa, MO 65714. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.**

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

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

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

☐ 7. Submit the Bidder's List Quote Summary form with the bid.

☐ 8. Submit the DBE Submittal Forms within 3 business days of the Bid Opening. The DBE Identification Submittal Form (Page 2 of this document) must be submitted for each DBE to be utilized on the project. Any DBE's submitted as regular dealers/distributors must have an accompanying DBE Regular Dealer/Distributor Affirmation Form.

☐ 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.

♦♦♦

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- Trainees....(15)
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Itemized Bid Sheets

Bid Bond

Bidder's List Quote Summary Form (Fig. 136.9.12)

DBE Identification Submittal (Fig. 136.9.9)

DBE Provisions (Fig. 136.9.8)

Job Special Provisions

Form FHWA 1273 (Fig. 136.9.7)

Federal Aid Provisions

Applicable State Wage Rates

Applicable Federal Wage Rates

Applicable Environmental and Cultural Permits and Clearances

ADA Checklist (Fig. 136.9.4)

Contract Forms

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

NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Nixa, Missouri, 1111 Kathryn Street, Nixa, Missouri 65714 for the proposed work will be received by the City of Nixa, Missouri until 10:00 am (prevailing local time) on February 10, 2026, at the office of City of Nixa, Public Works and at that time will be publicly opened. Bids should be delivered to: 1111 Kathryn Street, Nixa, Missouri 65714. Online submittals are preferred https://nixa.ionwave.net/Login.aspx.

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

Proposed Cheyenne Road Trail. Installation of approximately 3160 square yards of concrete trail improvements, approximately 900 square yards of asphalt driveway and roadway improvements, storm infrastructure improvements, concrete pedestrian bridge and a rectangular rapid flashing beacon.

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

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov 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

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

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

The contracting authority for this contract is City of Nixa, Missouri.

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

Calendar Days: 120
Completion Date:

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

Liquidated damages per day $ 1,100

(5) **BID GUARANTY**: The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

☐ Paper Bid Bond
☐ Cashier's Check

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

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

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

(9) **PREVAILING WAGE (FEDERAL AND STATE)**: This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 32", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

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

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

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

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

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

(12) BUY AMERICA REQUIREMENTS: Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or $2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

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

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

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

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

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

☐ sole individual ☐ partnership ☐ joint venture

☐ corporation, incorporated under laws of state of _____.

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

_____

Executed by bidder this _____ day of _____ 20___.

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

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

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

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

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

_____
Please print or type name and title of person signing here

Attest:

_____
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

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

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

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

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

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

(20) **SALES AND USE TAX EXEMPTION:** **City of Nixa**, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(21) **ANTI DEMONSTRATION AGAINST ISRAEL AFFIDAVIT:** Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of $100,000 for Contractors with ten or more employees, Contractor, by executing this Contract, certifies that the Contractor 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; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

	CHEYENNE ROAD MULTI-USE PATH				
	INVITATION FOR BID #				
	BASE BID				
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Unit Cost	Total
1	Mobilization	Lump Sum	1	$	$
2	Clearing and Grubbing	Lump Sum	1	$	$
3	Construction Staking	Lump Sum	1	$	$
4	Temporary Traffic Control	Lump Sum	1	$	$
5	Miscellaneous Removals	Lump Sum	1	$	$
6	Temporary Construction Entrance	Each	2	$	$
7	Concrete Washout	Each	1	$	$
8	Gravel Ditch Check	Lin Ft.	117	$	$
9	Silt Sock	Lin Ft.	1330	$	$
10	6" Concrete Ditch Liner	Sq. Yd.	16	$	$
11	Seeding & Mulch	Acres	1	$	$
12	MoDOT Type 1 Rock Ditch Liner	Cu. Yd.	18	$	$
13	Rip Rap	Sq. Yd.	155	$	$
14	Unclassified Excavation	Cu. Yd.	1660	$	$
15	Embankment	Cu. Yd.	320	$	$
16	Undergrading (Removal, Haul-in, Recompaction)	Cu. Yd.	100	$	$
17	Full Depth Asphalt Driveway Removal	Sq. Yd.	547	$	$
18	4" Type 5 Aggregate Base - Driveway	Sq. Yd.	547	$	$
19	2" Asphalt Surface (BP-2 W/PG 64-22) - Driveway	Sq. Yd.	547	$	$
20	8" Asphalt Base (BB W/PG-64-22) - Driveway	Sq. Yd.	547	$	$
21	Asphalt Curb	Lin. Ft.	58	$	$
22	Full Depth Asphalt Pavement Removal	Sq. Yd.	344	$	$
23	4" Type 5 Aggregate Base - Trail	Sq. Yd.	4041	$	$
24	6" Concrete - Trail	Sq. Yd.	3162	$	$
25	6" Type 5 Aggregate Base - Roadway	Sq. Yd.	397	$	$
26	2" Asphalt Surface (BP-2 W/PG 64-22) - Roadway	Sq. Yd.	344	$	$
27	8" Asphalt Base (BB W/PG-64-22) - Roadway	Sq. Yd.	344	$	$
28	Concrete Curb & Gutter	Lin. Ft.	186	$	$
29	Concrete ADA Ramp	Sq. Ft.	1881	$	$

	CHEYENNE ROAD MULTI-USE PATH				
	INVITATION FOR BID #				
	BASE BID				
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Unit Cost	Total
1	Mobilization	Lump Sum	1	$	$
2	Clearing and Grubbing	Lump Sum	1	$	$
3	Construction Staking	Lump Sum	1	$	$
4	Temporary Traffic Control	Lump Sum	1	$	$
30	6" Concrete Median Strip	Sq. Yd.	53	$	$
31	Sidewalk Truncated Domes	Sq. Ft.	260	$	$
32	4" Concrete Wash Pad at Culvert.	Sq. Yd.	16	$	$
33	4" Concrete Resting Pad	Sq. Yd.	23	$	$
34	Resting Bench	Each	6	$	$
35	Circular Storm Pipe (12")	Lin. Ft.	25	$	$
36	Circular Storm Pipe (18")	Lin. Ft.	40	$	$
37	Yard Inlet (3'x3')	Each	2	$	$
38	Flared End Section (12")	Each	1	$	$
39	Type A Collar	Each	1	$	$
40	Pole Mounted RRFB Unit	Each	3	$	$
41	SH-Flat Sheet	Sq. Ft.	8	$	$
42	SHF-Flat Sheet Fluorescent	Sq. Ft.	73	$	$
43	2.5" Concrete Post Anchor for PSST	Each	6	$	$
44	2.5" PSST Post - 12 GA.	Lin. Ft.	96	$	$
45	4" High Build Waterborne Paint, Type P Beads, White	Lin. Ft.	186	$	$
46	4" High Build Waterborne Paint, Type P Beads, Yellow	Lin. Ft.	830	$	$
47	24" Solid White Pedestrian Crossing Marking	Lin. Ft.	340	$	$
48	(42 in.) Decorative Pedestrian Fence	Lin. Ft.	104	$	$
49	Class B Concrete (Substructure)	Cu. Yd.	26	$	$
50	Class B-2 (Superstructure)	Cu. Yd.	23	$	$
		BASE BID TOTAL =		$	

SAMPLE BID BOND

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

_____

as principal and _____

as surety, are held and firmly bound unto the (City of Nixa, Missouri)_____ in the penal sum of_____

_____ Dollars ($) to be paid to the commission to be credited to the state road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

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

_____

in _____ County(ies),

project (s) _____

_____

for construction or improvement of state highway as set out in said bid;

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

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

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

_____
Principal

SEAL By_____
Signature

_____
Surety

SEAL By_____
Signature of Attorney in Fact

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

Project No. _____

Bidder's List Quote Summary

MoDOT and its subrecipients are recipients of federal funds and are required by 49 CFR 26.11, to provide data about its DBE program. The information listed below shall include the names of subcontractors, material suppliers, and service providers (e.g. hauling) and the corresponding NAICS codes for each firm, which may be obtained by using the search function at the following link: https://www.census.gov/naics/. Lastly, indicate if the firm's quote was used in the bid by Y or N. Additional sheets may be used. This information must be submitted with the bid.

Subcontractors, Material Suppliers, and Service Providers (e.g. Hauling) Used & Quoted	NAICS Code(s)	Used (Y/N)

Contractor Name: _____

Contractor Signature: _____ **Date:** _____

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

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

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

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

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

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

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

_____

_____

_____

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

_____
Company

By:_____

Date: _____

_____
Title

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

DBE Submittal Forms - LPA

(6) **DBE Submittal Forms**: This form must be submitted by 4 p.m. three (3) business days after bid opening. You may also use the Excel version located at:
https://epg.modot.org/forms/CM/DBE_Identification_Submittal_Form_LPA_Excel.xlsm

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

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

_____% OF TOTAL FEDERAL CONTRACT

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

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

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: _____

Route: _____ County: _____

Prime Contractor: _____ Contract Amount: _____

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or no later than 4:00 p.m. on the 3rd business day after the bid opening. Contact MoDOT's Business Development and Compliance (BDC) Division at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project. A DBE Regular Dealer/Distributor Affirmation Form is required for each DBE firm submitted as a regular dealer or distributor.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: _____ Address: _____

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (40%, 60%, 100%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)
		DBE Total:		**Total %**

**Cannot exceed contract amount for given item of work
Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm
Allowed amount of participation will be in accordance with 49 CFR Part 26.
Supplier Affirmation Form required for all DBE firms submitted as suppliers.
Brokered services will only receive credit for fees.

Respectfully submitted:

_____ _____

Company Name (Prime Contractor) Name / Title

_____

Signed (Prime Contractor)

Instructions for Completing the
DBE Identification Submittal Form
(For Local Program Agency (LPA) Projects)
(BDC-101)

Submit this form with your bid or as outlined on front of page no later than 4:00 p.m. on the 3rd working day after the bid opening. Only DBE's listed in MoDOT's Missouri Regional Certification Committee (**MRCC**) directory may be used towards obtaining the DBE goal on the project. DBE firm must be certified with the appropriate North American Industrial Classification System (**NAICS**) code for the type of work being utilized to perform. The MRCC directory is available at the following link under the MRCC Directory tab: https://www.modot.org/welcome-business-development-and-compliance.

(A) Insert Bid Line Item in the same order as it appears in the bid document.

(B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.

(C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a distributor as that term is defined in 49 CFR Part 26.55, then only 40% of the value in column (B) can be applied towards the contract specific goal. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. **A Supplier Affirmation Form is required for each DBE firm submitted as a supplier. A copy of this form is provided on the next page.** If the DBE is furnishing and installing the line item, then 100% of the value can be applied.

(D) Insert the result from dividing columns (B) and (C).

(E) Insert the result from dividing column (D) from the total bid line item amount.

DBE Regular Dealer/Distributor Affirmation Form

U.S. Department of Transportation

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? ☐ **YES** ☐ **NO**
(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

   a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?
   ☐ **YES** ☐ **NO** **(If "YES," Go to Question 2. If "NO" Continue.)**

   b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

   ☐ **YES** ☐ **NO*** **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

   ***If 1.,1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?
☐ **YES** ☐ **NO[1]**

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

[1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility) ? ☐ **YES[2]** ☐ **NO[3]**

   a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? ☐ **YES[2]** ☐ **NO[3]**

[2] If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

[3] If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commission: charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR LOCAL PROGRAMS

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

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

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

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

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

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

In this provision, "contractor" will be defined as the contractor on the contract; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as "the recipient". The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

6.0 DBE Program Information. DBE Program information may be obtained from the MoDOT Business Development & Compliance Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: **dbe@modot.mo.gov.** It will be the duty of each contractor, and for the contractor's subcontractors to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation.

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

The MRCC DBE Directory can be found at the following link: https://www.modot.org/welcome-business-development-and-compliance

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

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

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

color, age, national origin or gender in the performance of the contract, or in the award of any subcontract.

(c) The bidder certifies that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms committed to with the awarded contract.

(d) The bidder certifies, that if awarded the federal-aid contract with an approved DBE Good Faith Effort, the bidder will at a minimum achieve any DBE participation committed at time of bid as well as make good faith efforts to obtain additional DBE participation throughout the life of the project. Any liquidated damages at the completion of the project will be assessed contingent on the awarded bidders efforts in obtaining DBE participation.

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

9.0 Designation of DBE firms to perform on contract. The bidder states and certifies that the DBE participation information submitted in the bid or within the contract designated time is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform or partially perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the bid line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE

contract goal and that each DBE firm listed has clearly confirmed to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

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

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's Business Development & Compliance Division. If the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work on the executed subcontract. However, if the reason for the firm's DBE decertification is due to the firm being acquired or merged with a non-DBE, the portion of the work remaining after the date of decertification is not eligible for counting towards the contract goal. In this case, the Contractor must seek additional DBE participation to the extent needed to meet the contract goal or demonstrate that it has made good faith efforts to do so. Subcontract extensions that add work for firms that become decertified from the DBE program may not count for DBE goal credit without MoDOT's prior written consent.

(2) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

10.0 Contract Goal Submittal. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed "DBE Identification Submittal" pages to

the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal.

Any "DBE Identification Submittal" that identifies a DBE regular dealer or distributor must be accompanied by a "DBE Regular Dealer/Distributor Affirmation Form" that is completed and signed by both the bidder and the DBE. This form must be received on or before 4:00 p.m. of the third business day after the bid opening date.

No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

10.1 Good Faith Effort Submittal. If the bidder is not able to meet the Commission's DBE contract goal, the bidder has the opportunity to submit with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts taken to meet the DBE Contract Goal established in the bid documents. The bidder shall use the "DBE Identification Submittal" sheets for any DBE participation that will be committed towards the goal and an explanation, with any supporting documentation, for the inability to meet the full goal established on the contract. Any Good Faith efforts shall be submitted as part of the bid or within the three business days after the bid opening.

10.2 Bidders Good Faith Efforts Described. MoDOT will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made based upon 49 CFR Appendix A to Part 26 and the following additional efforts:

(a) Providing documentation on any and all past GFE activities for review.
(b) Past project DBE performance utilization.
(c) Race neutral methods utilized on completed projects.

All good faith efforts are evaluated on a case-by-case basis whereas any of the numerous good faith elements listed individually or collectively is not a guarantee of approval.

10.3 Administrative Reconsideration of the Bidder's Good Faith Efforts Made as a Part of the Bid Submittal. If MoDOT determines that the apparent low bidder has failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive.

10.4 Forfeiture of Bid Bond possible when: The failure of either the apparent low bidder to file the completed and executed "DBE Identification Submittal", listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid. In addition, the bid surety bond or bid guaranty of the apparent low bidder will be forfeited to and become the property of the Local Agency upon demand, only if the contract is awarded.

(a) By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

11.0 DBE Participation for Contract Goal Credit. Goal credit will be in accordance with 49 CFR 26.55 as outlined for the following DBE types:

- Subcontractor
- Manufacturer
- Regular Dealer
- Distributor
- Broker
- Trucker

12.0 DBE Required to Perform a Commercially Useful Function (CUF). The DBE CUF requirements are stated in 49 CFR Part 26, (26.55). Any questions or further information needed for CUF determinations should be directed to MoDOT's Business Development & Compliance Division.

12.1 Quality Control (QC) and Quality Assurance (QA) Reviews. The prime contractor shall monitor their planned DBE project usage for CUF compliance and provide MoDOT information for areas of concern for further evaluation. MoDOT will perform a QA review, or compliance review, for DBE CUF and project documentation retained by the contractor through project completion. The contractor shall maintain all DBE related information it has received, documented and provided to MoDOT for a period of three years beyond the date of final inspection. MoDOT's determination that a DBE's participation may not count toward the project goal, or good faith effort level approved will be subject to administrative reconsideration.

12.2 MoDOT Makes Final Determination On Whether a CUF Is Performed. MoDOT will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract.

13.0 Verification of DBE Participation at project completion. (Assessment of Liquidated Damages Possible)

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

acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

13.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

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

15.0 Bidders List Data Collection. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of the names of all DBE and non-DBE subcontractors, suppliers, manufacturers, distributors, or brokers for actual use and of consideration by the prime bidder. Forms are provided to bidders that specify all required data points. Failure to submit the required forms may deem the bid irregular.

Job No. TAP 9901-(860)
Project: Cheyenne Road
Multi-Use Trail
County: Christian

JOB SPECIAL PROVISIONS TABLE OF CONTENTS

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08.10.2025

JONATHAN W. PEITZ–CIVIL ENGINEER
MO# PE–2017019023

CITY OF NIXA
1111 KATHRYN
NIXA, MO 65714
Phone 417-725-2353

OLSSON
550 St. Louis St
Springfield, MO 65806
Certificate of Authority: 001592
Consultant Phone: 417-890-8802

If a seal is present on this sheet, JSP's have been electronically sealed and dated.

JOB NUMBER: TAP 9901 (860)
CHRISTIAN COUNTY, MO
DATE PREPARED: 05/23/2025

ADDENDUM DATE:

Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All

Job Special Provision-01 - Control of Work, Inspection and Testing

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Control of Work – JSP-01

1.0 Description. This JSP describes which provisions control the overall project, which specifications controls which work items, and inspection of the project.

2.0 Project is to provide a multi-use trail along Cheyenne Road connecting the Cheyenne Valley Subdivision to Nixa Elementary Schools. Construction will be in accordance with the set of plans prepared by the City of Nixa.

2.1 The plan set titled Cheyenne Road Multi-Use Trail dated May 23, 2025 Project No. TAP 9901 (860), prepared by Olsson will be constructed per the most recent revision of the MoDOT Standard Specifications for Highway Construction. The City of Nixa will inspect the construction of this project.

2.2 Construction Administration will be by one contract with the City of Nixa and controlled by the most recent revision of the MoDOT Standard Specifications for Highway Construction.

2.3 Bidders must be on MoDOT's Qualified Contractor List per section 102.2 of the Missouri Standard Specifications for Highway Construction, 2023 Edition including all revisions. DBE goal for this project has been set at 0%. Please see the attached DBE forms and include with your bid package.

3.0 CONSTRUCTION INSPECTION. A City of Nixa inspector, or Olsson inspector will be responsible for coordinating the daily inspection of all construction and review of pay estimates. Representatives for DNR, EPA, MoDOT and FHWA may make inspections of the work and that the contactor shall grant them access to all parts of the work.

4.0 CONSTRUCTION TESTING. 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 MoDOT's EPG 106.18 Technical Certification Program, for that specific technical area.

5.0 Licenses, Permits and Certifications. 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 his own expense.

6.0 Coordinate with Others on Site. Contractor shall coordinate with all utilities to determine any scheduling conflicts or construction activity conflicts. See JSP 07 for more utility information.

Job Special Provision-02 - Contract Time, Liquidated Damages, Prevailing Wages, Retainage

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Contract Time, Liquidated Damages, Prevailing Wage Rates, Retainage – JSP-02

1.0 Description. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to complete the contract per plans and specifications by the dates specified below.

2.0 Period of Performance. Prosecution of work is expected to begin on the date specified in the *Notice to Proceed.* Contract times shall be 120 calendar days.

4.0 Liquidated Damages. In accordance with General Condition GC-2-14.07 if the entire project is not ready for final payment on or before the number of calendar days provided and any time extensions granted then the contractor will be charged with liquidated damages specified in the amount of $1,100.00 per calendar day that the work is not complete.

5.0 PREVAILING WAGE: Contractor will be required to furnish an affidavit to the City stating that he has paid the prevailing wages as set forth in Annual Missouri State Wage Determination 32, Greene County, filed March 10, 2025, and fully complied with the provisions and requirements of the **Missouri State Prevailing Wage Law or Federal Davis-Bacon Wages dated December 12, 2025**, whichever is higher for each job classification used.

5.1 It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established at anytime by the Department of Labor and Industrial Relations of the State of Missouri for this project.

5.2 Wage interviews of the contractors' and subcontractors' work force will be made at random to verify that the prevailing wage rate is being paid. These interviews may be on site examinations or a questionnaire mailed to the individual. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

5.3 The contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the contractor and each subcontractor in order to execute this contract. It shall be the responsibility of the contractor

to notify the Division of Labor Standards when a violation of the law is discovered.

6.0 RETAINAGE: The contractor shall be paid an amount equal to the value of the work performed less a retained amount of **0 percent** until construction is complete. However, in accordance with the Missouri Prompt Pay Act (34.057 RSMo), the owner may withhold payment for any of the reasons outlined in RsMO 34.057, or as determined by the engineer.

7.0 Contractor Warranty: The Contractor shall be responsible for the condition of all material and all work performed as part of this contract. All manufacturer warranties or guarantees shall apply. The Contractor shall guarantee satisfactory in-service operation of mechanical and electrical equipment and related components for a period of six (6) months after acceptance by the City.

Job Special Provision-03 – Changed Condition Clauses

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Changed Condition Clauses – JSP-03

1.0 Differing site conditions.

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

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

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

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

2.0 Suspensions of work ordered by the engineer.

If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers,

or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

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

3.0 Significant changes in the character of work.

The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction;

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item

quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

Job Special Provision-04 –Traffic Control

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Traffic Control – JSP-04

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

2.0 Traffic Management Schedule.

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

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

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

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

2.5 Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

2.5.1 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.

2.5.2 Traffic Safety.

2.5.2.1 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.

2.5.2.2 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 undivided highways.

3.0 Work Hour Restrictions.

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

REQUIRED CLEARANCES FOR BORROW AREAS

The necessary clearances for contractor furnished borrow areas shall be obtained prior to using the borrow area for the project. The Contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or borrow 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 borrow areas:

1. ENDANGERED SPECIES ACT

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

Request a search of the Heritage Database to determine if there are any know endangered or sensitive species or communities at the proposed site. All queries must be accompanied by a good quality map illustrating the location of the proposed site.

Should MDC have no records for the proposed site and it is unlikely that sensitive species or important habitat will be damaged by this borrow activity, the contractor may proceed. Further coordination with MDC shall be required if the presence of or the likelihood of Federally threatened or endangered species or critical habitat is indicated. Should MDC indicate that only state-listed rare or endangered species will be impacted, the contractor should work to reduce the potential impact to those species. However, state listed species are not protected by state regulations that require measures of protection.

Any impact to habitats with known occurrences of species federally listed as threatened or endangered by the U.S. Fish and Wildlife Service (FWS) is not allowed by the Endangered Species Act without coordination with FWS.

Columbia Field Office
U.S. Fish and Wildlife Service (FWS)
608 East Cherry Street
Columbia, MO 65201
Telephone Number (573) 876-1911 or FAX (573) 876-1914

Should concerns be expressed regarding any species in this area, it may be advisable to locate another borrow area.

2. FARMLAND PROTECTION POLICY ACT

Compliance with the Farmland Protection Policy Act, which has the purpose of minimizing Federal programs' contribution to the unnecessary and irreversible conversion of farmland caused by non-agricultural uses, is required.

An aerial map showing the borrow site and Form AD-1006 need to be submitted to the Natural Resources Conservation Service (NRCS) serving the area. Form AD-1006 may be obtained from the NRCS office. Parts I and III of Form AD-1006 should be completed by the contractor. The form should be sent to the NRCS for completion of Parts II, IV, and V. The NRCS office should be instructed to return the form to:

Missouri Department of Transportation
Environmental Section
Plan Scoping
P.O. Box 270
Jefferson City, MO 65102

Parts VI and VII will be completed by MoDOT and the completed form will be returned to the contractor for documentation of compliance. A copy of the form will be retained by MoDOT.

3. WETLANDS

A Federal Executive Order has decreed a national policy of "no net loss of wetlands". Under this policy, any impact to wetlands must be avoided if at all practical. When a borrow area has an impact on wetlands, the impact must be mitigated by construction or enhancement of a like quantity and quality of new wetlands. Avoiding an impact to wetlands is a primary goal.

To determine if a site occurs in a wetland, the United States Department of Agriculture should be contacted. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available at the local NRCS office. Should wetlands be identified on the Food Security Act Maps, a site visit may be needed to confirm the location of the wetlands. If there is no impact to wetlands, no further action need be taken.

If there are questions regarding the extent of wetlands that cannot be avoided, the U.S. Army Corps of Engineers (COE) should be contacted. A COE 404 Permit must be processed through the Corps office that has jurisdiction over the project area.

4. HAZARDOUS WASTE SITES

Proposed borrow sites will probably be located in rural areas which have been used for agricultural or similar purposed. Hazardous wastes are most typically associated with commercial or industrial properties, past or present.

Hazardous wastes are unlikely if the proposed borrow area is basically farmland or pasture and has not been used for any commercial activity or dumping. The contractor should document the historic land use of the parcel and explain how this assessment was obtained. The contractor should provide the following documentation to Missouri Department of Transportation: who was contacted and the results of the contact. If potential problems are identified during the search for information, it would be wise to locate another borrow area.

5. CULTURAL RESOURCES

All projects requiring environmental clearance for cultural resources (archaeological sites and structures) must be reviewed and approved by the Missouri Department of Natural Resources' (DNR) Historic Preservation Program (HPP). To initiate the HPP review and clearance of a borrow site for Cultural Resources, a "Section 106 Project Information Form" must be completed and submitted to the HPP along with the necessary documents. Copies of the "Section 106 Project Information Form" may be obtained from MoDOT District Offices or the following:

Historic Preservation Program
Department of Natural Resources
Attention: Review & Compliance
P.O. Box 176
Jefferson City, MO 65102
Telephone Number (573) 751-7858

Based on the information submitted, HPP may clear the project or request that the contractor acquire the services of an archaeological consultant to conduct a cultural resource survey of the proposed borrow site.

After the contractor has obtained all of the above data and clearances, it should be submitted to MoDOT district representative for the project. The transmittal letter must include the County, Route and Job Number of the project for which borrow will be used. A map indicating the location and limits of the borrow area must be included.

No direct payment will be made for obtaining the required clearances for borrow areas. An adjustment in contract time will be considered for any delay caused by receiving the required clearances.

Job Special Provision-06 – Americans with Disabilities Act (ADA) Compliance and Final Acceptance of Constructed Facilities

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Americans with Disabilities Act – JSP-06

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

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

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

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Public Rights of Way Accessibility Guidelines (PROWAG), MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

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

3.0 Coordination of Construction.

3.1 Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour

complaint with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

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

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

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

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

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

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

Job Special Provision-07 – UTILITIES

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Utilities – JSP-07

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

Utility Name	Known Required Adjustment
Ozark Electric Cooperative Hwy AA, P.O. Box 1050 Nixa, MO 65714 Contact: Logan Haden Telephone: 417-724-5509	NO
Liberty Fiber 3400 S Kodiak Road Joplin, MO 64804 Contact: Landon Dobbins Telephone: 417-773-3601	NO
Electric City of Nixa 707 W Center Circle Nixa MO, 65714 Contact: Brian Denney Telephone: 417-725-2353	YES
AT&T 600 St. Louis, Room 630 Springfield, MO 65806 Contact: Scott Hall Telephone: 417-849-8265	YES
Sewer & Water City of Nixa 1010 Eaglecrest Nixa MO, 65714 Contact: Doug Colvin Telephone: 417-725-2353	YES

Spire Energy 520 E 5th Street Joplin, MO 64801 Contact: Baylee Godat Telephone: 816-334-8075	YES
Liberty Utilities 3400 S Kodiak Road Joplin, MO 64804 Contact: Shawn Stephens Telephone: 417-609-8793	NO
Sho-me Technologies 301 W Jackson Street Marshfield, MO 65706 Contact: Brad McGoon Telephone: 417-830-6717	NO

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

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

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

2.0 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

http://www.modot.mo.gov/asp/intentToWork.shtml

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

Job Special Provision-08 – Stormwater Pollution Prevention Plan

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

SWPPP – JSP-08

1.0 **Description:** This JSP describes the policies and procedures associated with updating and maintaining the SWPPP. The contractor shall work with the erosion control specialist on-site inspections, site improvements, updating stormwater BMP's and keeping the SWPPP. See SWPPP in these contract documents for more information.

2.0 The SWPPP shall be lept on site at all times. At the end of the project the final SWPPP will be given back to the City. The project cannot be closed out until the SWPPP document has been received by the City.

3.0 The Contractor shall attend a pre-SWPPP meeting prior to installation of BMP's. The BMP'S shall be installed prior to excavation. This shall be incidental to the contract.

4.0 Contractor shall be responsible for maintaining clean runoff throughout the project. Contractor will not be allowed to cause any mud or sediment to leave the site. The contractor shall follow the erosion control plans. Any diversion from the plans shall be approved by the City, Inspector or Engineer prior to the work.

5.0 The Inspector shall have the full authority to make orders to the Contror to bring the project into compliance with laws, regulations, and permits associated with any environmental issues. This includes stop work orders if required.

6.0 The Contractor is responsible to assure the project is in compliance with the City's Land Disturbance Permit (if applicable) and the SWPPP.

7.0 The Sediment & Erosion Control Requirements shown on these plans are minimum requirements only and do not attempt to address in depth the variety of situations that may occur once construction has started. In no way do the requirements shown on these plans relieve the contractor of his responsibilities for selection of the proper erosion control devices and implementation procedures that will assure the permit requirements are upheld.

8.0 The Contractor shall assure that his bid includes any other items/costs not included in the bid form to perform the work in accordance with this JSP.

STORMWATER POLLUTION PREVENTION PLAN

Designed in accordance with the Missouri State Operating Permit

Cheyenne Road Multi-Use Trail

TAP 9901-(806)

City of Nixa:

Nixa Public Works
1111 Kathryn
P.O. Box 395
Nixa, MO 65714

Prepared by:

Olsson
550 E St Louis Street
Springfield, MO 65806
417.890.8802

August, 2025

SWPPP Certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name: _____ Title: _____

Signature: _____ Date: _____

olsson

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SECTION 1

Delegation Statements & Contractor Certifications

Delegation Statement(s) for applicable personnel should be kept in this section. Contractor Certification Statements that contain contact information for those responsible for specific activities on the project should also be kept here.

Delegation of Authority

I,_____, hereby designate the person(s) or specifically described position(s) below to be a duly authorized representative(s) for the purpose of overseeing compliance with environmental requirements, including the Missouri State Operating Permit.

Duly Authorized Representative:

Name or Position: _____

Company: _____

Address: _____

Phone: _____

Email: _____

By signing the certification below, I certify that I meet the signing requirements J.5.a of the Missouri State Operating Permit, 40 CFR 122.22 and 10 CSR 20-6.010 for this project.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Permittee Name: _____

Company: _____

Title: _____

Signature: _____

Date: _____

Delegation of Authority

I,_____, hereby designate the person(s) or specifically described position(s) below to be a duly authorized representative(s) for the purpose of overseeing compliance with environmental requirements, including the Missouri State Operating Permit.

Duly Authorized Representative:

Name or Position: _____

Company: _____

Address: _____

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Permittee Name: _____

Company: _____

Title: _____

Signature: _____

Date: _____

Contractor/Subcontractor Certification

Project Name: _____

Permit Number: _____

Project Owner: _____

As a contractor/subcontractor, you are required to comply with the Stormwater Pollution Prevention Plan (SWPPP) for any work that you perform on-site. Any person or group who violates any condition of the SWPPP may be subject to substantial penalties or loss of contract. You are encouraged to advise each of your employees working on this project of the requirements of the SWPPP. A copy of the SWPPP is available for your review upon request.

Each contractor/subcontractor engaged in activities at the construction site that could impact stormwater should be identified and sign the following certification statement:

I certify under the penalty of law that I have read and understand the terms and conditions of the SWPPP for the above designated project and agree to follow the practices described in the SWPPP.

This certification is hereby signed in reference to the project named above:

Service Provided: _____

Company Name: _____

Address: _____

_____

Telephone: _____

Representative: _____

Title: _____

Signature: _____

Date: _____

Contractor/Subcontractor Certification

Project Name: _____

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Service Provided: _____

Company Name: _____

Address: _____

_____

Telephone: _____

Representative: _____

Title: _____

Signature: _____

Date: _____

SECTION 2

City of Nixa State Operating Permit

STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
MISSOURI CLEAN WATER COMMISSION

MISSOURI STATE OPERATING PERMIT

General Operating Permit

In compliance with the Missouri Clean Water Law, (Chapter 644 R.S. Mo as amended, hereinafter, the Law), and the Federal Water Pollution Control Act (Public Law 92-500, 92nd Congress) as amended,

Permit No:	MOR040067
Owner:	City of Nixa
Address:	715 West Mt. Vernon NIXA, MO 65714
Continuing Authority:	City of Nixa 715 West Mt. Vernon NIXA, MO 65714
Facility Name:	Nixa Small MS4
Facility Address:	715 West Mt. Vernon NIXA, MO 65714
Legal Description:	See Page 2
UTM Coordinates:	See Page 2
Receiving Stream:	See Page 2
First Classified Stream - ID#:	See Page 2
USGS# and Sub Watershed#:	See Page 2

is authorized to discharge from the facility described herein, in accordance with the effluent limitations and monitoring requirements as set forth herein.

FACILITY DESCRIPTION All Outfalls SIC #9511
All Outfalls - Stormwater discharges from Regulated Small Municipal Separate Storm Sewer Systems.

SIC 9511/NAICS 924110

This permit authorizes only wastewater, including storm water, discharges under the Missouri Clean Water Law and the National Pollutant Discharge Elimination System, it does not apply to other regulated areas. This permit may be appealed in accordance with RSMo Section 644.051.6 and 621.250, 10 CSR 20-6.020, and 10 CSR 20-1.020.

January 15, 2017
Issue Date

Harry D. Bozoian, Director
Department of Natural Resources

September 30, 2021
Expiration Date

Cynthia S. Davies
Regional Director, Southwest Regional Office

MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) STORMWATER MANAGEMENT PLAN REPORT

FOR OFFICE USE ONLY
PROJECT ID NUMBER
DATE RECEIVED

Part A – MS4 PERMIT HOLDER INFORMATION

1. MS4 NAME	2. NPDES PERMIT NUMBER	3. MS4 UNIQUE ID NO.	
CITY OF NIXA MISSOURI	MOR040067		
4. ADDRESS	**5. CITY**	**6. STATE**	**7. ZIP CODE**
715 W. MT. VERNON ST.	NIXA	MO	65714
8. TELEPHONE NUMBER WITH AREA CODE	**9. EMAIL**		
417-725-2353	dnewell@nixa.com		

10. NAME OF MS4 CONTACT PERSON

DANNY NEWELL

11. Have any areas of the MS4 been added or removed from the MS4 jurisdiction due to annexation or other legal means since the most recent permit application (renewal, new, modification), or most recent MS4 stormwater management plan report?

☑ Yes ☐ No

If yes, please include a map along with a brief description as an attachment.

Part B – REPORTING PERIOD

1. Is your MS4 subject to a TMDL?

☐ Yes ☑ No

If yes, you are required to submit the MS4 report annually. Reports are due Feb. 28 each year. For the first reporting period, the beginning date will be June 13, 2016, and the ending date will be Dec. 31, 2016. All other annual reports shall cover the reporting period of Jan. 1 to Dec. 31 each year.

2. Is your MS4 new permitted (i.e., is this your first MS4 permit)?

☐ Yes ☑ No

If yes, you are required to submit the MS4 stormwater management plan report annually. Reports are due Feb. 28 each year. For the first reporting period, the beginning date will be the date of issuance of the permit and the ending date will be Dec. 31, 2016. All other annual reports shall cover the reporting period of Jan. 1 to Dec. 31 each year.

3. Is your MS4 a previously permitted MS4 and not subject to a TMDL?

☑ Yes ☐ No

If yes, you are required to submit the MS4 stormwater management plan report biennially (i.e., once every two years). Reports are due Feb. 28 every odd year. The first report will be due February 2017, and will cover the reporting period from June 13, 2016, to Dec. 31, 2016. All other reports shall cover the reporting period of Jan. 1 of the first year to Dec. 31 of the second year.

4. If you are part of a co-permitted MS4 permit, submit combined MS4 stormwater management plan reports, and one or more of the co-permitted MS4s have annual reporting based on the above criteria, then submit your MS4 stormwater management plan report annually by Feb. 28 of each year.

IF you are part of a co-permitted MS4 permit and do not submit combined MS4 stormwater management plan report, then each MS4 co-permittee will submit their MS4 stormwater management plan report based on the above criteria.

5. Reporting Period:

BEGINNING: JAN. 1, 2017 ENDING: DEC. 31, 2018

Part C – STORMWATER MANAGEMENT PLAN REPORT PROGRESS AND COMPLIANCE

As an attachment, please provide information for each of the items below. Provide informative data, success stories, and experiences that support the successful implementation of your stormwater management plan report.

1. Describe the status of compliance with permit conditions for the permitted MS4.
2. Provide information regarding the progress toward achieving the statutory goal of reducing the discharge of pollutants to the maximum extent practicable to the MS4.
3. If another governmental entity implements any best management practice or minimum control measure, please provide the following:
    a. Name of the government entity;
    b. Name of the primary contact for the government entity;
    c. Contact information (i.e., address, city, ZIP code, state, and phone number); and
    d. Specific best management practices or minimum control measures being implemented by the government entity.

It is the responsibility of the permittee to provide all information under this report regardless if best management practices or minimum control measures are being implemented by another governmental entity. If a complete minimum control measure is being implemented by an alternative governmental entity, then only indicate the best management practice under the minimum control measure.

4. Provide a summary of any stormwater activities and known construction activities that will be covered under the authority of the MS4 permit that are scheduled to begin during the next reporting period.
5. Provide a description of any changes to the stormwater management plan report, best management practices, measurable goals, and the iterative process that have occurred during the covered reporting period.
6. Provide a list of best management practices that were evaluated during the covered reporting period, and provide information on how the best management practice was determined effective.
    a. If any of the best management practices were determined to be ineffective, provide a summary on how the ineffective best management practice was resolved.
7. If any water samples were collected and analyzed during the covered reporting period by the permitted MS4 or on behalf of the permitted MS4, please complete Part D – Water Sample(s) Analysis.

Part D – WATER SAMPLE(S) ANALYSIS

PARAMETER OR INDICATOR	FREQUENCY	RESULT	DRY WEATHER SAMPLE?	WET WEATHER SAMPLE?
too many to list, see attached sheets	quarterly	see attached sheet	☐ Yes ☑ No	☑ Yes ☐ No
too many to list, see attached sheets	quarterly	see attached sheet	☐ Yes ☑ No	☑ Yes ☐ No
too many to list, see attached sheets	quarterly	see attached sheet	☐ Yes ☑ No	☑ Yes ☐ No
too many to list, see attached sheets	quarterly	see attached sheet	☐ Yes ☑ No	☑ Yes ☐ No
too many to list, see attached sheets	quarterly	see attached sheet	☐ Yes ☑ No	☑ Yes ☐ No
too many to list, see attached sheets	quarterly	see attached sheet	☐ Yes ☑ No	☑ Yes ☐ No
too many to list, see attached sheets	quarterly	see attached sheet	☐ Yes ☑ No	☑ Yes ☐ No
too many to list, see attached sheets	quarterly	see attached sheet	☐ Yes ☑ No	☑ Yes ☐ No

1. Are any of the parameters being sampled due to the MS4 being subject to an established or approved Total Maximum Daily Load?
☐ Yes ☑ No
If yes, please indicate the parameter/pollutant.

2. Does the data support water quality attainment or support trend data toward water quality attainment?
☑ Yes ☐ No
If yes, please describe.

We hesitantly say yes to this question. Unfortunately by looking at the numbers over a period of 8 or 9 years there does not really seem to be a drastic downward trend. There are some pretty high spikes and some really low lows and at best, the lows appear to out number the spikes.

Part E – TOTAL MAXIMUM DAILY LOAD (TMDL) ASSUMPTIONS AND REQUIREMENTS ATTAINMENT PLAN

1. Is your MS4 subject to an established or approved TMDL? If no, please indicate "No" below and do not complete any other portion of the TMDL Assumptions and Requirements Attainment Plan portion of this report.

☐ Yes ☑ No

2. Has your TMDL Assumptions and Requirements Attainment Plan been completed and submitted? If no, please provide a summary as an attachment on the progress toward submitting and implementing the TMDL Assumptions and Requirements Attainment Plan.

☐ Yes ☐ No

3. Has your TMDL Assumptions and Requirements Attainment Plan received approval from the department? If yes, please provided a summary of the status of the plan and include implementation status of identified best management practices and measurable goals along with any changes to best management practices or measurable goals (if applicable)..

☐ Yes ☐ No

4. Does the TMDL Assumptions and Requirements Attainment Plan incorporate Integrated Planning? If yes, please provide a summary of the status of the Integrated Plan.

☐ Yes ☐ No

PART F – SUBMIT REPORT TO:

Missouri Department of Natural Resources
Water Protection Program
MS4 Program Coordinator
P.O. Box 176
Jefferson City, MO 65102-0176

PART G - CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SIGNATURE OR PERMITTEE (LEGALLY RESPONSIBLE PERSON)	DATE SIGNED
D. S. NEWELL	2-26-19
NAME (PRINTED OR TYPED)	**TITLE**
DANNY NEWELL	PUBLIC WORKS INSPECTOR

MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM

STORM WATER ANNUAL REPORT – SMALL MS4 PERMITS ADDENDUM - WATER QUALITY PROGRAM ASSESSMENT (MUNICIPAL SEPARATE STORM SEWER SYSTEMS)

INSTRUCTIONS

You are not required to complete this ADDENDUM. However, the Department of Natural Resources strongly recommends this form as a way to satisfy Section 2b of the Small MS4 Annual Report, or at a minimum thoroughly address the items included in this addendum.

The purpose of this report is to contribute information to an evaluation of the National Pollutant Discharge Elimination System, or NPDES, small municipal separate storm sewer system (MS4) permit program. Consistent with Missouri storm water regulations 10 CSR 20-6.200 and federal regulations 40 CFR §9, 122, 123, 124 the Department is evaluating the status of your program. A "no" answer to a question does not necessarily mean noncompliance with your permit or with the state and federal regulations. In order to establish the range of variability in the program, it is necessary to ask questions along a fairly broad performance continuum. The Department of Natural Resources may use some of this information as one component of compliance evaluation.

A. WATER QUALITY PRIORITIES

1. Does your MS4 discharge to waters listed as impaired on Missouri's most recently approved 303(d) list or to waters for which a TMDL has been approved by EPA and is currently in effect? For more information visit www.dnr.mo.gov/env/wpp/waterquality/303d.htm.
   ☐ Yes ☑ No

2. If yes, identify each impaired water, the impairment(s), whether a TMDL has been approved by EPA for each, and whether the TMDL identifies your MS4 as a source of the impairment.

Impaired Water	Impairment	Approved TMDL	MS4 Assigned to WLA
above link to 303d list is invalid		☐ Yes ☐ No	☐ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No
		☐ Yes ☐ No	☐ Yes ☐ No

3. What specific sources of these pollutants of concern are you targeting? n/a

4. Do you have discharges to any Wild and Scenic Riverways, drainages thereto, or Outstanding State Resource Waters? (a list of these waters can be found in 10 CSR 20-7.031 tables D and E).
   ☐ Yes ☑ No

5. Are you implementing additional specific provisions to ensure their continued integrity?
   ☐ Yes ☑ No

B. PUBLIC EDUCATION AND PUBLIC PARTICIPATION

1. Is your public education program targeting specific pollutants and sources of those pollutants?
   ☑ Yes ☐ No

2. If yes, which of the following pollutants did your public education program target this reporting period?

☑ Suspended Solids	☑ Pesticides	☐ Temperature
☑ Nutrients/Fertilizers	☑ Oils and Greases	☐ Other
☐ Chlorides	☐ Polycyclic Aromatic Hydrocarbons (PAHs)	

3. What sources of pollution did you target for these pollutants (for education) this reporting period? All the above pollutants marked, pollution in general

4. Note specific successful outcome(s) (e.g., quantified reduction in fertilizer use; NOT tasks, events, publications) fully or partially attributable to your public education program during this reporting period.
   unknown at this time

5. Do you have an advisory committee or other body comprised of the public and other stakeholders that provides regular input on your storm water program?
   ☑ Yes ☐ No

C. CONSTRUCTION

1. Do you have an ordinance or adopted policies stipulating:
   a. Erosion and sediment control requirements?
      ☑ Yes ☐ No
   b. Other construction waste control requirements?
      ☑ Yes ☐ No
   c. Requirement to submit construction plans for review?
      ☑ Yes ☐ No
   d. MS4 inspection authority?
      ☑ Yes ☐ No
   e. MS4 enforcement authority?
      ☑ Yes ☐ No

C. CONSTRUCTION (CONTINUED)

2. Do you have written procedures for:
   a. Reviewing construction plans that include erosion and sediment control?
      ☑ Yes ☐ No
   b. Performing erosion and sediment control inspections?
      ☑ Yes ☐ No
   c. Responding to erosion and sediment control violations?
      ☑ Yes ☐ No

3. Identify the number of active construction sites ≥ 1 acre in operation in your jurisdiction at any time during the reporting period.
   Non-municipal Municipal 44

4. How many of the sites identified in # 3 did you inspect this reporting period?
   Non-municipal Municipal all

5. Describe, on average, the frequency with which your program conducts construction site inspections.
   Non-municipal Municipal daily / yearly

6. Do you prioritize certain construction sites for more frequent inspections? ☑ Yes ☐ No
   If Yes, based on what criteria? sites with history of past or current issues. Sites that are more active.

7. Do you require development of a storm water pollution prevention plan, or SWPPP, for construction activities, and ensure standards comply with NPDES Phase II requirements?
   ☑ Yes ☐ No

8. Do your municipal projects comply with state and local requirements for erosion and sediment control?
   ☑ Yes ☐ No

9. Identify which of the following types of enforcement actions you used during the reporting period for construction activities; indicate the number of actions or note those for which you do not have authority:

☑ Yes	Notice of Violation	# 22	No Authority ☐
☐ Yes	Administrative Fines	#	No Authority ☑
☐ Yes	Stop Work Orders	#	No Authority ☐
☐ Yes	Civil Penalties	#	No Authority ☐
☐ Yes	Criminal Actions	#	No Authority ☑
☐ Yes	Administrative Orders	#	No Authority ☐
☑ Yes	Other	# 9	

10. Do you use an electronic tool (e.g., GIS, data base, spreadsheet) to track the locations, inspection results and enforcement actions of active construction sites in your jurisdiction?
    ☑ Yes ☐ No

11. What are the three most common types of violations documented during this reporting period?
    a. BMPs not being maintained in effective condition
    b. track out from project
    c. impropper use/installation of BMP

12. How often do municipal employees receive training about the construction program? 3 training sessions in 2018 August, September, October

D. ILLICIT DISCHARGE ELIMINATION

1. Have you completed a map of all outfalls and receiving waters of your storm sewer system?
   ☑ Yes ☐ No

2. Have you completed a map of all storm drain pipes of your storm sewer system?
   ☑ Yes ☐ No

3. Identify the number of outfalls in your storm sewer system. 52

4. Do you have documented procedures, including frequency, for screening outfalls and open conveyances?
   ☑ Yes ☐ No

5. Of the outfalls identified in # 3, how many have been screened for dry weather discharges at any time since you obtained MS4 permit coverage? all

6. What is your frequency for screening outfalls for illicit discharges?
   a. Describe any variation based on size/type. all are inspected once annually, any with issues are inspected more often

7. Describe your approach to screening open conveyances for illicit discharges. visual inspection, looking for sign of current or past issues, oder

8. Do you have an ordinance or other regulatory mechanism that effectively prohibits illicit discharges?
   ☑ Yes ☐ No

9. Do you have an ordinance or other regulatory mechanism that provides authority for you to take enforcement action or recover costs for addressing illicit discharges?
   ☑ Yes ☐ No

D. ILLICIT DISCHARGE ELIMINATION (CONTINUED)

10. During this reporting period, how many illicit discharges or illegal connections have you discovered? 13

11. Of those illicit discharges and illegal connections discovered or reported, how many have been eliminated? 10. 3 are recent discoveries still being addressed

12. How often do municipal employees receive training about the illicit discharge program? 3 training sessions in 2018 Aug., Sept., Oct. Goal twice yearly

E. STORM WATER MANAGEMENT FOR MUNICIPAL OPERATIONS

1. Have storm water pollution prevention plans (or an equivalent plan) been developed for:
   a. All public parks, ball fields, other recreational facilities and other open spaces.
      ☑ Yes ☐ No
   b. All municipal construction activities, including those disturbing less than 1 acre.
      ☑ Yes ☐ No
   c. All municipal turf grass/landscape management activities.
      ☑ Yes ☐ No
   d. All municipal vehicle fueling, operation and maintenance activities.
      ☑ Yes ☐ No
   e. All public works, parks and other municipal maintenance yards.
      ☑ Yes ☐ No
   f. All municipal waste handling and disposal areas.
      ☑ Yes ☐ No
   g. Other municipal operations.
      ☑ Yes ☐ No

2. Are storm water inspections conducted at these facilities?
   ☑ Yes ☐ No

3. If Yes, at what frequency are inspections conducted? annually unless issues are found then inspected more often.

4. List activities for which operating procedures or management practices specific to storm water management have been developed? (such as road repairs, catch basin cleaning, landscape management, etc.)
   ☐ Yes ☐ No stormwater system maintenance, snow removal and repair of roads, maintenance of vehicles, etc.

5. Do you prioritize certain municipal activities or facilities for more frequent inspections?
   ☑ Yes ☐ No
   a. If Yes, at what frequency are inspections conducted? inspections annually. Ones with issues more often. Problems addressed daily if needed

6. On average, how frequently are catch basins and other inline treatment systems inspected? Once every permit cycle according to maintenance map

7. Do all municipal employees overseeing planning and implementation of storm water-related activities receive comprehensive training about storm water management?
   ☑ Yes ☐ No

8. If yes, do you also provide regular updates and refreshers?
   ☑ Yes ☐ No
   a. If so, how frequently or under what circumstances? 3 times 2018. Goal is twice yearly

9. How often do other municipal employees and contractors performing duties that can impact storm water receive training about storm water management?

F. NEW AND REDEVELOPMENT (POST-CONSTRUCTION) STORM WATER MEASURES

1. Do you have ordinances or other mechanisms to require:
   a. Pre-site design meetings with developers?
      ■ Yes ☐ No
   b. Site plan reviews for storm water quality of all new and re-development projects of an acre or more?
      ☐ Yes ☑ No
   c. Reasonable mimicking of pre-construction storm water runoff quality in all new development projects of an acre or more?
      ☑ Yes ☐ No
   d. An incremental improvement of existing storm water runoff quality in redevelopment projects of an acre or more?
      ☐ Yes ☑ No
   e. Long-term operation and maintenance of storm water management controls?
      ☑ Yes ☐ No
   f. Retrofitting to incorporate long-term storm water management controls?
      ☐ Yes ☑ No

2. If you have retrofit requirements, what are the circumstances or criteria? n/a

3. What are your criteria for determining which new/re-development storm water plans you will review for water quality? (such as all projects, projects disturbing greater than one acre, etc.) all projects disturbing one acre or greater

4. Do your ordinance(s) or other regulatory mechanism(s) allow for:
   a. Non-structural site design options to allow for optimal water quality management in long-term storm water runoff? (such as minimized/disconnected impervious surfaces, cluster housing in exchange for green space, resource protection boundaries, etc.)
      ☑ Yes ☐ No
   b. Structural contemporary, dispersed micro-infiltration/filtration practices such as grassed swales, sand filters, neighborhood roundabouts with rain gardens, etc.?
      ☑ Yes ☐ No

F. NEW AND REDEVELOPMENT (POST-CONSTRUCTION) STORM WATER MEASURES (CONTINUED)

5. Do you require water quality design standards or performance standards, either directly or by reference, be met for new development and re-development?
☐ Yes ☑ No

6. Do these design standards/performance measures require pre-construction runoff conditions in new development be met for:
   a. Flow volumes.
   ☐ Yes ☑ No
   b. Peak discharge rates.
   ☐ Yes ☑ No
   c. Discharge frequency.
   ☐ Yes ☑ No
   d. Flow duration.
   ☐ Yes ☑ No
   e. Water quality.
   ☐ Yes ☑ No

7. Please provide the Web address/reference where all post-construction storm water management standards are located.

8. Do your zoning bylaws, ordinances or other regulatory processes allow or enable:
   a. Flexible site design criteria such as smaller lot sizes, reduced setbacks and narrow streets in exchange for functional green space and optimal water quality management in storm water runoff.
   ☑ Yes ☐ No
   b. Established regulatory controls over tree clearance and removal of mature trees or forest stands?
   ☐ Yes ☑ No
   c. Green space residential developments (cluster development or conservation subdivision design)?
   ☑ Yes ☐ No
   d. The location of bioretention areas, rain gardens, filters strips, swales and constructed wetlands in required setback areas?
   ☐ Yes ☑ No
   e. Construction of low impact development, or LID, storm water management techniques (bioretention, swales, filter strips) on land held in common (when appropriate)?
   ☑ Yes ☐ No
   f. Use of permeable paving for parking stalls and spillover parking areas?
   ☑ Yes ☐ No
   g. Limited clearing within the right-of-way to the minimum necessary to construct roadway, drainage, sidewalk and utilities, and to maintain site lines?
   ☑ Yes ☐ No

9. Does your review and approval process include using a water quality checklist?
☐ Yes ☑ No

10. If yes to # 9, please check all of the following checklist items that apply:
   a. Existing and proposed mapping and plans (recommended scale of 1" = 50'.) which illustrate:
      1. Existing and proposed topography (minimum of 2-foot contours recommended).
      ☐ Yes ☐ No
      2. Compatibility with watershed plans, land use plans, comprehensive plans, (contemporary street standards) etc.
      ☐ Yes ☐ No
      3. Perennial and intermittent streams.
      ☐ Yes ☐ No
      4. Mapping of predominant soils from USDA soil surveys as well as location of any site-specific borehole investigations that may have been performed.
      ☐ Yes ☐ No
      5. Boundaries of existing predominant vegetation and proposed limits of clearing.
      ☐ Yes ☐ No
      6. Location and boundaries of resource protection areas such as wetlands, lakes, ponds and other setbacks (e.g., stream buffers, drinking water well setbacks, septic setbacks).
      ☐ Yes ☐ No
      7. Grading plan with location of existing and proposed roads, buildings and other structures.
      ☐ Yes ☐ No
      8. Location of existing and proposed utilities (e.g., water, sewer, gas, electric) and easements.
      ☐ Yes ☐ No
      9. Location of existing and proposed conveyance systems such as grass channels, swales and storm drains.
      ☐ Yes ☐ No
      10. Flow paths.
      ☐ Yes ☐ No
      11. Location of floodplain/floodway limits and relationship of site to upstream and downstream properties and drainages.
      ☐ Yes ☐ No
      12. Location and dimensions of proposed channel modifications, such as bridge or culvert crossings.
      ☐ Yes ☐ No
      13. Location, size, maintenance access and limits of disturbance of proposed structural storm water management practices.
      ☐ Yes ☐ No

F. NEW AND REDEVELOPMENT (POST-CONSTRUCTION) STORM WATER MEASURES (CONTINUED)

14. Location of proposed community recreation/green space areas.
☐ Yes ☐ No

15. Functional landscape plan.
☐ Yes ☐ No

b. Narrative and supporting calculations describing:

1. Representative low-impact development techniques (with supporting evidence that technique is compatible with site characteristics) such as on-lot bioretention, tree clearing minimization, minimizing directly connected impervious surfaces, open section roads (also called roadside swales), etc.
☐ Yes ☐ No

2. Zoning, acreage, types and amounts of land uses. (e.g., parking spaces, density, green areas, building footprint areas)
☐ Yes ☐ No

3. Traffic analysis estimating average daily trips for street network and parking requirements.
☐ Yes ☐ No

4. Site impervious area (including effective disconnections).
☐ Yes ☐ No

5. Reforestation and/or resource conservation protection measures.
☐ Yes ☐ No

6. Comparison of proposed development data with allowable density, land use, etc.
☐ Yes ☐ No

7. Development phasing or implementation sequence.
☐ Yes ☐ No

8. Other?

11. How many development and redevelopment project plans were reviewed during the reporting period to assess impacts to water quality and receiving stream protection? of the 12 new development sites, all were required to submit SWPPP for review which address potential and real issues that might arise.

12. How many of the plans identified in # 11 were approved? 12

13. How many privately owned permanent storm water management practices/facilities were inspected during the reporting period? 6

14. How many of the practices/facilities identified in # 13 were found to have inadequate maintenance? All. The city will assist with major clean if needed.

15. How long do you give operators to remedy any operation and maintenance deficiencies identified during inspections? 2 to 4 weeks.

16. Do you have authority to take enforcement action for failure to properly operate or maintain storm water management practices/facilities? ☑ Yes ☐ No

17. How many formal enforcement actions (i.e., more than a verbal or written warning) were taken for failure to adequately operate or maintain storm water management practices/facilities? 0

18. Do you use an electronic tool (e.g., GIS, database, spreadsheet) to track post-construction BMPs, inspections and maintenance? ☑ Yes ☐ No

19. Do all municipal departments or staff (as relevant) have access to this tracking system? ☑ Yes ☐ No

20. How often do municipal employees receive training about the post-construction program? 3 times in 2018. goal is 3 to 4 times annually

G. PROGRAM RESOURCES

1. What was the annual expenditure to implement MS4 NPDES permit requirements this reporting period? $22,685 (2017) - $35,600 (2018)

2. What is next year's budget for implementing the requirements of your MS4 NPDES permit and SWMP? $41,100

3. This year what is your source(s) of funding for the storm water program and annual revenue (amount or percentage) derived from each? General Fund Revenue

Source: General Fund Revenue	Amount $: 30,000	OR %: 72
Source: Int.	Amount $: 1,500	OR %: 4
Source: Review Reimbursement	Amount $: 10,000	OR %: 24

4. How many full time equivalent employees does your municipality devote to the storm water program (specifically for implementing the storm water program versus municipal employees with other primary responsibilities)?

5. Do you share program implementation responsibilities with any other entities?
☐ Yes ☑ No

Entity:	Activity/Task/Responsibility:	Your Oversight/Accountability Mechanism:
Entity:	Activity/Task/Responsibility:	Your Oversight/Accountability Mechanism:
Entity:	Activity/Task/Responsibility:	Your Oversight/Accountability Mechanism:

H. EVALUATING AND MEASURING PROGRESS

1. What indicators do you use to evaluate the overall effectiveness of your storm water management program? How long have you been tracking them and at what frequency? These are not measurable goals for individual management practices or tasks, but large-scale or long-term metrics for the overall program, such as in-stream macroinvertebrate community indices, measures of effective impervious cover in the watershed, indicators of in-stream hydrologic stability, etc.

Indicator	Began Tracking (year)	Frequency	Number of Locations
Example: E. coli	2003	Weekly April–September	20
Total Nitrogen	prior to 2011	quarterly (4 time yearly)	3
Total Phosphorus	prior to 2011	quarterly (4 time yearly)	3
Chloride	prior to 2011	quarterly (4 time yearly)	3
Specific Conductivity	prior to 2011	quarterly (4 time yearly)	3
Total Suspended Solids and ph	prior to 2011	quarterly (4 time yearly)	3

2. What environmental quality trends have you documented over the duration of your storm water program? Reports or summaries can be attached electronically, or provide the Web address where they are located. see attached

SECTION 3

SWPPP Narrative

SWPPP NARRATIVE CONTENTS

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1.0. PROJECT CONTACT INFORMATION

Parties directly related to the compliance of the site are listed below. Any blank contacts were not known at the time of SWPPP creation and should be filled in when contractors are assigned.

Should any of the above personnel change, tables will be updated and noted on the Amendment Log found in Section 7 and additional Contractor Certification Sheets will be added to Section 1 of this SWPPP.

Owner/Operator		
Name:	Title:	
Company:		
Address:		
City:	State:	ZIP Code:
Email address:	Telephone Number:	

Operator/General Contractor		
Name:	Title:	
Company:		
Address:		
City:	State:	ZIP Code:
Email address:	Telephone Number:	

SWPPP Preparer		
Name:	Title:	
Company:		
Address:		
City:	State:	ZIP Code:
Email address:	Telephone Number:	

Permittee Designated Environmental Lead		
Name:	Title:	
Company:		
Address:		
City:	State:	ZIP Code:
Email address:	Telephone Number:	

SWPPP Inspector		
Name:	Title:	
Company:		
Address:		
City:	State:	ZIP Code:
Email address:	Telephone Number:	

Best Management Practice (BMP) Installer		
Name:	Title:	
Company:		
Address:		
City:	State:	ZIP Code:
Email address:	Telephone Number:	

Best Management Practice (BMP) Maintenance		
Name:	Title:	
Company:		
Address:		
City:	State:	ZIP Code:
Email address:	Telephone Number:	

2.0. INTRODUCTION AND DEFINITIONS

This document was created to comply with the Missouri State Operating Permit (MO-RA) in compliance with the Missouri Clean Water Law (Chapter 644 R.S. Mo. as amended) and the Federal Water Pollution Control Act (Public Law 92-500, 92nd Congress). Relevant local ordinances are incorporated in Section 8 of this SWPPP. Permit language incorporated into this document will be denoted by *italics*.

The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance of best management practices (BMPs) in order to prevent sediment and other pollutants in stormwater discharges associated with the land disturbance activities; compliance with the Missouri Water Quality Standards; and compliance with the terms and conditions of the general permit.

2.1. ACRONYMS

AST..... aboveground storage tank
BMP..... best management practice
MDNR..... Missouri Department of Natural Resources
ESA ..... environmental site assessment
ESC ..... erosion and sediment control
MO-RA..... Missouri State Operating Permit
MS4 ..... municipal separate storm sewer system
NRC..... National Response Center
NRCS ..... Natural Resources Conservation Service
REC ..... recognized environmental condition
SPCC..... spill prevention control and countermeasures plan
SVOC ..... semivolatile organic compound
SWPPP..... stormwater pollution prevention plan
TMDL..... total maximum daily load
TOC..... total organic carbon
USEPA ..... United States Environmental Protection Agency
VOC..... volatile organic compound
WSS ..... Web Soil Survey

2.2. DEFINITIONS

Common Promotional Plan
A plan undertaken by one (1) or more persons to offer lots for sale or lease; where land is offered for sale by a person or group of persons acting in concert, and the land is contiguous or is known, designated, or advertised as a common unit or by a common name or similar names,

the land is presumed, without regard to the number of lots covered by each individual offering, as being offered for sale or lease as part of a common promotional plan.

Department
Missouri Department of Natural Resources

Immediately
For the purposes of this permit, immediately should be defined as within 24 hours.

Larger Common Plan of Development or Sale:
A continuous area where multiple separate and distinct construction activities are occurring under one plan, including any offsite borrow areas that are directly and exclusively related to the land disturbance activity. Off-site borrow areas utilized for multiple different land disturbance projects are considered their own entity and are not part of the larger common plan of development or sale. See definition of Common Promotional Plan to understand what a 'common plan' is.

Minimize
To reduce and/or eliminate to the extent achievable using stormwater controls that are technologically available and economically practicable and achievable in light of best industry practices.

Qualified Person (inspections)
A person knowledgeable in the principles and practice of erosion and sediment controls and pollution prevention who possesses the appropriate skills and training to assess conditions at the construction site that could impact stormwater quality and the appropriate skills and training to assess the effectiveness of any stormwater controls selected and installed to meet the requirements of this permit.

Volunteer Vegetation
A volunteer plant is a plant that grows on its own, rather than being deliberately planted for stabilization purposes. Volunteers often grow from seeds that float in on the wind, are dropped by birds, or are inadvertently mixed into soils. Commonly, volunteer vegetation is referred to as 'weeds'. This does not meet the requirements for final stabilization.

Waters of the State
Section 644.016.1(27) RSMo. defines waters of the state as, "All waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common."

3.0. SITE DESCRIPTION

Project Name: Cheyenne Road Multi-Use Trail

Project Location: North Street & Cheyenne Road

Total project area: 1.1 Ac

Area to be disturbed: 1.1 Ac

Anticipated start date: November 2025

Anticipated end date: May 2026

Historic Preservation Information: According to correspondence received from the Missouri State Historic Preservation Office there do not appear to be any areas of concern within the project limits.

Endangered Species Information: Though the following species were identified by an IPaC inquiry, according to correspondence received from the Missouri Department of Conservation Natural Heritage Review there do not appear to be any species of concern or critical habitats within the project limits.

- Gray bat (Myotis grisescens); federal endangered
- Indiana bat (Myotis sodalis); federal endangered
- Northern long-eared bat (Myotis septentrionalis); federal endangered
- Tricolored bat (Perimyotis subflavus); proposed endangered
- Alligator snapping turtle (Macrochelys temminckii); proposed threatened
- Ozark cavefish (Amblyopsis rosae); federal threatened
- Virginia sneezeweed (Helenium virginicum); federal threatened

Existing conditions: The existing site is vacant right-of-way near a developing area. It is bordered on the west by Cheyenne Road, North street to the south and Jack's Place Subdivision on the east. Two elementary schools are located adjust to the project limits. The site is primarily Keeno-Bona complex soils. Refer to the soils map in SWPPP binder Section 5 for additional information about the location and types of soils. Drainage onsite runs via overland flow to the southwest. The schools drainage flows through detention pond and culvert crossing Cheyenne Road, where it collects in an existing natural drainage channel.

Description of construction activity: This project is the construction of a multi-use path and rapid rectangular flashing beacon. This includes but is not limited to roadway construction, pedestrian bridge, RRFB, and various grading activities. The overall drainage pattern onsite will remain the same with the flow generally going to the southwest. A pedestrian crossing will be installed spanning the existing detention basin. A proposed crosswalk and RRFB will be installed crossing North Street.

Table 1. Anticipated Sequence of Construction.
See sediment and erosion control chart on plans sheets 40 through 43.

Location of nearby or on-site surface waters: Finley Creek tributary is the nearest surface water. No permitting is required for this project.

Table 2. Outfalls.

#	Type	Location	Drainage Area
1	Stormwater Conveyance	Onsite	

Receiving Waters: The receiving water for the project is the Finley Creek Tributary.

4.0. EROSION AND SEDIMENT CONTROLS

Temporary BMPs used during active construction of the project will be listed below. Specific erosion and sediment control requirements found in the permit are also located here and should be addressed in the erosion and sediment control (ESC) plan sheets located in Section 5 of this SWPPP.

Table 3. Anticipated BMPs.

BMP	
Site Preparation	
SWPPP Sign	☒
Construction exit	☒
Wash rack	☐
Temporary stream crossing	☐
Surface roughening	☐
Tree protection	☐
Erosion Control	
Dust control	☒
Mulch	☒
Erosion control blankets	☐
Temporary seeding	☒
Permanent seeding	☒
Hydroseeding	☒
Sodding	☐
Slope protection	☒

BMP	
Sediment Control	
Silt Sock	☒
Inlet protection	☒
Diversion berm	☐
Filter berm	☐
Outlet protection	☒
Ditch Check	☒
Sediment trap	☐
Sediment basin	☐
Pollution Prevention	
Stockpile	☒
Concrete washout	☒
Solid waste management	☒
Sanitary waste management	☒
Material staging areas	☒
	☐

Specification and detail sheets can be found in Section 6 of this SWPPP.

During construction, if additional BMPs not listed in Table 3 are required, the SWPPP will be amended. The BMP specification and detail sheets of the new BMPs should be added to Section 6 of this SWPPP, the locations noted on the BMP Tracking Map located in Section 5, and the change noted in the Log of Amendments located in Section 7 of this SWPPP.

4.1. EROSION AND SEDIMENT CONTROL DESIGN REQUIREMENTS

ESC plans for the project can be found in Section 5 of this SWPPP. Excerpts of these plans will be used as the basis of the BMP Tracking Map located in Section 5 of this SWPPP.

Ensure the design, installation, and maintenance of effective erosion and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed, and maintained to:

a. *Control stormwater volume, velocity, and peak flow rates within the site to minimize soil erosion;*
b. *Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion and scour;*
c. *Minimize the amount of exposed soil during construction activity;*
d. *Minimize the disturbance of steep slopes;*
e. *Minimize sediment discharges from the site. Address factors such as:*
    1) *the amount, frequency, intensity, and duration of precipitation;*
    2) *the nature of resulting stormwater runoff;*
    3) *expected flow from impervious surfaces, slopes, and drainage features; and*
    4) *soil characteristics, including the range of soil particle size expected to be present on the site;*
f. *Provide and maintain natural buffers around surface waters as detailed in Part V. BMP REQUIREMENTS Condition 7, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration and filtering, unless infeasible;*
g. *Minimize soil compaction and preserve topsoil where practicable; and*
h. *Capture or treat a 2-year, 24-hour storm event (MDNR 2022).*

4.2. TREE AND VEGETATION PRESERVATION

When applicable, areas where existing trees and vegetation are preserved on-site can be found on the ESC plan sheets located in Section 5 of this SWPPP.

4.3. NATURAL BUFFERS

When applicable, natural buffers will be identified on the ESC plans located in Section 5 of this SWPPP.

For surface waters of the state, defined in Section 644.016.1(27) RSMo, located on or adjacent to the site, the permittee must maintain a riparian buffer or structural equivalent in accordance with at least one of the following options. The selection and location must be described in the SWPPP.

a. *Provide and maintain a 50-foot undisturbed natural buffer; or*
b. *Provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by erosion and sediment controls that achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer; or*

c. *If infeasible to provide and maintain an undisturbed natural buffer of any size, implement erosion and sediment controls to achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.*
d. *The permittee is not required to comply with (a), (b), or (c) above if one or more of the following exceptions apply and documentation is provided in the SWPPP:*
    i. *If there is no discharge of stormwater to waters of the state through the area between the disturbed portions of the site and waters of the state located within 50 feet of the site. This includes situations where the permittee has implemented permanent control measures that will prevent such discharges, such as a berm or other barrier.*
    ii. *Where no natural buffer exists due to preexisting development disturbances that occurred prior to the initiation of planning for the current development of the site.*
        a. *Where some natural buffer exists but portions of the area within 50 feet of the waters of the state are occupied by preexisting development disturbances the permittee is required to comply with (a), (b), or (c) above.*
    iii. *For linear projects where site constraints make it infeasible to implement a buffer or equivalent provided the permittee limit disturbances within 50 feet of any waters of the state and/or the permittee provides supplemental erosion and sediment controls to treat stormwater discharges from earth disturbances within 50 feet of the water of the state. The permittee must also document in the SWPPP the rationale for why it is infeasible for the permittee to implement (a), (b), or (c) and describe any buffer width retained and supplemental BMPs installed.*
e. *Where the permittee is retaining a buffer of any size, the buffer should be measured perpendicularly from any of the following points, whichever is further landward from the water:*
    1) *The ordinary high water mark of the water body, defined as the line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, and/or the presence of litter and debris; or*
    2) *The edge of the stream or river bank, bluff, or cliff, whichever is applicable.* (MDNR 2022).

4.4. STABILIZATION REQUIREMENTS

The permit requires specific stabilization schedules depending on activity level and slope characteristics.

Soil disturbing activities on site that have ceased either temporarily or permanently shall initiate stabilization immediately in accordance with the options below. For soil disturbing activities that

have been temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days:

(a) The permittee shall construct BMPs to establish interim stabilization; and

(b) Stabilization must be initiated immediately and completed within 14 calendar days.

(c) For soil disturbing activities that have been permanently ceased on any portion of the site, final stabilization of disturbed areas must be initiated immediately and completed within 14 calendar days.

> *1) Extension to the 14-day completion period for temporary and final stabilization may be made due to weather and equipment malfunctions. In these circumstances, the justification for the extension to the 14 day shall be documented in the SWPPP. The discontinuation or continuation of the extension may be determined by review of the Department staff when on site.*

(d) Until stabilization is complete, interim sediment control shall consist of well-established and maintained BMPs that are reasonably certain to protect waters of the state from sediment pollution over an extended period of time. This may require adding more BMPs to an area than is normally used during daily operations. The types of BMPs used must be suited to the area disturbed, taking into account the number of acres exposed and the steepness of the slopes. If the slope of the area is greater than 3:1 (three feet horizontal to one foot vertical) or if the slope is greater than 3% and greater than 150 feet in length, then the permittee shall establish interim stabilization within seven days of ceasing operations on that part of the site. The following activities would constitute the immediate initiation of stabilization:

> *1) Prepping the soil for vegetative or non-vegetative stabilization as long as seeding, planting, and/or installation of non-vegetative stabilization products takes place as soon as practicable;*
>
> *2) Applying mulch or other non-vegetative product to the exposed areas;*
>
> *3) Seeding or planting the exposed areas;*
>
> *4) Finalizing arrangements to have stabilization product fully installed in compliance with the deadlines for completing stabilization.*

(e) If vegetative stabilization measures are being implemented, stabilization is considered "installed" when all activities necessary to seed or plant the area are completed. Installed does not mean established (MDNR 2022).

5.0. STORMWATER MANAGEMENT CONTROLS

When applicable, permanent stormwater management BMPs will be listed and described here. Design specifications and details can be found in Section 6 of this SWPPP if applicable. These BMPs will remain in place to provide for stormwater management after construction has completed and the permit terminated.

Table 4. Post Construction Stormwater Management BMPs.

Type	Location	Receiving Water	Area Treated
N/A			

6.0. POLLUTION PREVENTION AND SPILL REPORTING

Good housekeeping practices shall be maintained at all times to keep waste from entering waters of the state. Below is a list of authorized non-stormwater discharges, and potential pollutants that will likely be on-site during construction. Suggested BMPs to help resolve potential discharges from non-stormwater discharges as well as potential pollutants are discussed.

6.1. GOOD HOUSEKEEPING

Good housekeeping practices shall be maintained at all times to keep waste from entering waters of the state.

> *(a) Provide solid and hazardous waste management practices, including providing trash containers, regular site cleanup for proper disposal of solid waste such as scrap building material, product/material shipping waste, food/beverage containers, spent structural BMPs;*
> *(b) Provide containers and methods for proper disposal of waste paints, solvents, and cleaning compounds.*
> *(c) Manage sanitary waste. Portable toilets shall be positioned so that they are secure and will not be tipped or knocked over and so that they are located away from waters of the state and stormwater inlets and stormwater conveyances.*
> *(d) Ensure the storage of construction materials be kept away from drainage courses, stormwater conveyances, storm drain inlets, and low areas* (MDNR 2022).

6.2. AUTHORIZED NON-STORMWATER DISCHARGES

The below signified discharges are anticipated to occur on-site.

☐ Discharges from emergency fire-fighting activities;
☐ De-chlorinated fire hydrant flushing;
☐ Uncontaminated water line flushing;
☐ Uncontaminated condensate from air conditioning or compressor condensate;
☒ Landscape watering;
☐ Uncontaminated, non-turbid discharges of ground water or spring water;
☒ Foundation or footing drains where flows are not contaminated with process materials;
☒ Water used to control dust; and
☒ Pavement wash waters, provided spills or leaks of toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used. Directing pavement wash waters directly into any water of the state, storm inlet, or stormwater conveyance, unless the conveyance is connected to an effective control, is prohibited.

Potential BMPs used for authorized non-stormwater discharges:

Landscape watering
Efforts should be taken to assure timing of watering activities of areas to establish vegetation should not occur prior to or during rain. Areas should be watered only in amounts necessary for vegetation to establish or thrive. Irrigated areas should be monitored for overwatering and if identified, volume and timing of watering should be adjusted.

Foundation or footing drains where flows are not contaminated with process materials
When possible foundation or footing drains should be discharged onto vegetated, or otherwise stabilized, areas. If discharges are to ground that is not stabilized, sediment controls should be implemented to prevent erosion. If rills form, they should be smoothed out and the area stabilized.

Water used to control dust
Water should only be applied in quantities sufficient to wet the top layer of disturbed soil to help keep dry soil particles from becoming airborne. This can be done by use of irrigation or sprinkler systems or by use of a water truck. Care should be taken to ensure that excessive amounts of water are not used that can lead to erosion.

Pavement wash waters provided spills or leaks of toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used. Directing pavement wash waters directly into any water of the state, storm inlet, or stormwater conveyance, unless the conveyance is connected to an effective control, is prohibited. Streets should be inspected to confirm sediment and spills have been removed before they are rinsed with water. Inlet protections should remain in place, so water may be filtered before leaving the site.

6.3. POTENTIAL POLLUTANTS

Potential pollutant sources that are anticipated to be on-site during the project can be found in the table below.

Table 5. Anticipated Potential Pollutants.
The below listed suggested BMPs are meant as initial examples and should be adjusted as site conditions necessitate different BMPs. The table should be amended should additional pollutants and BMPs be utilized onsite that were not originally anticipated.

Material/Activity	Potential Pollutants	Suggested BMPs
Concrete Curing Substances	Sediment, metals, hydrocarbons	Provide secondary containment in preparation and cleanup areas. Leftover curing substances should to be removed from the site or disposed of in a designated washout bin or pit designed to contain curing substances.

		Do not use materials during or directly prior to an anticipated rain event, and ensure excess materials are stored in a covered area to minimize contact with stormwater. Curing compounds should not be washed into a gutter, onto the ground, or into a storm drain inlet.
Concrete Washwater and Masonry Washwater	pH, heavy metals, silica	Concrete washwater will be controlled /contained at a designated location on-site such as a leak-proof container or settling basin of adequate size. Refer to Concrete Washout Specification located in Section 6 of this SWPPP for proper design criteria and use of concrete washout area. The concrete washout area should be cleaned out when it has reached 75% capacity, and dried concrete material should be disposed of in accordance with state and local regulations.
Detergents	pH, chlorine, surfactant	Use of detergents on-site should be discouraged. Washing of vehicles or equipment that requires the use of detergents should occur off-site.
Fertilizers	Nutrients	Fertilizers can be kept on-site in amounts necessary for immediate use. In the event fertilizers must remain on-site longer, they should be stored in a covered area to minimize contact with precipitation. Refer to the manufacturer's recommendations for application and disposal. Do not over apply or apply before an anticipated runoff-producing rain event.
Form Release Oil	Petroleum hydrocarbons	Do not remove the original product label from container. Store containers in a covered area or in contractor vehicles to minimize contact with stormwater. Follow the manufacturer's recommended usage instructions. Do not use before or during any precipitation event. Use all of the product before disposing of the container and only place in a waste receptacle designated to receive this type of waste.
Fuels and Oils	Petroleum hydrocarbons and distillates	If aboveground storage tanks (ASTs) are required, locations will be tracked on the SWPPP map. A separate spill prevention containment and countermeasure (SPCC) plan will be developed should one or more of the following be present on-site: ◦ A single AST for oil with 660 gallons or more capacity ◦ Two or more ASTs with an aggregate of 1,320 gallons or more capacity (include storage vessels stored above

		ground with a capacity of 55 gallons or more with the aggregate total capacity) • Belowground oil storage vessels of 42,000 gallons or more Smaller fuel containers and gas-powered equipment should be kept in secondary containment vessels to prevent spills or leaks during fueling and operation. Small gas cans can be kept in the back of trucks when not in use. Drip pans should be used for parked vehicles where leaks have been identified. Soil stained with fuel or other petroleum products should be removed and disposed of in compliance with federal, state, and local requirements.
Grease / Lubricants	Petroleum hydrocarbons	If grease is to be stored on-site, it should be stored in a covered location to minimize contact with stormwater. The application of lubricants should be conducted off-site when possible or in an area with sufficient secondary containment measures to contain any leaks or spills. If neither option is practicable, leaks and spills should be contained and cleaned up as soon as practicable to minimize contact with stormwater. Lubricants should not be applied in rain or on exposed areas of machinery when precipitation is expected.
Glue / Adhesives	Organic aromatic compounds, semivolatile organic compounds (SVOC)	Glue and adhesives may be used on-site for construction in interior work. Adhesives should be stored in covered areas and out of contact of precipitation. Materials will be used and disposed of in accordance with manufacturers recommendations. Exterior adhesives should not be applied during or immediately before anticipated precipitation events.
Landscape Materials	Nutrients, sediment, pH	Landscape materials include—but are not limited to—items such as topsoil, compost, mulch, polymers, gypsum, and lime. If the materials are to be stored on-site they should be stored in a covered area or covered with plastic sheeting, tarps, or similar products to minimize contact with stormwater. If the amount of material is too large to be covered the materials should be contained by silt fence, wattles, berms or other sediment control BMPs. Soil amendments should not be used before anticipated runoff producing rain events.
Material Storage	Solid waste, hydrocarbons, nutrients, sediment, hazardous materials	As necessary and as space on the project allows, material storage areas should be dedicated on-site.

		The number of access points to the material storage area should be limited, and materials should be stored away from drainage courses and low areas. Hazardous materials should be stored in containers or structures or otherwise covered to minimize contact with stormwater. Secondary containment should be provided for the area not only to contain spills but also to limit multiple access points.
Pesticides, Herbicides	Organophosphates, carbamates, triazines, chloroacetanilides, salts, heavy metals	Pesticides and herbicides should be used and disposed of per manufacturer's recommendations. Avoid overapplying products and avoid applying products before anticipated runoff-producing storm events. Storage of pesticides and herbicides on-site should be discouraged. Should storage on-site be required, items should be stored in covered areas to minimize contact with precipitation and stormwater. Spilled material should be promptly cleaned up per manufacturer's recommendations.
Refrigerants	Various -fluoroethanes and -fluoromethanes	Refrigerants will be used in heating, ventilation, and air-conditioning (HVAC) systems in built structures on-site. Refrigerants should not be stored on-site other than the volume needed for the HVAC systems. Refrigerants will be handled and disposed of by properly trained technicians.
Sanitary Waste	Bacteria, viruses, parasites	Sanitary stations should be located where accidental discharge cannot flow to storm drains, gutters, surface waters, or conveyance channels. Locate stations on a level, permeable surface, away from drainage courses and low areas. These stations should not be located on streets, sidewalks, or on top of inlets. Stations will be inspected and maintained by a qualified person at frequent and regular intervals to assure cleanliness and proper operation.
Solid Waste	Floatable and blowable trash and debris	Solid waste created from construction activities (including but not limited to scrap building material, product/material shipping waste, food containers, and cups) should be properly contained on-site and removed frequently from the site for disposal. Dumpsters should to be emptied at regular intervals and as needed during times of high activity on the site. Efforts should be taken to minimize exposure of solids wastes generated on the site to stormwater.
Solvents	VOC, SVOC	If solvents are stored on-site, they should be stored in a covered and secured area to prevent spills and minimize contact with stormwater.

		The materials will be used and disposed of per manufacturer's recommendations and federal, state, and local regulations.
Stains, Stucco, and Associated Materials	Ethylene glycol, SVOC, VOC, silica, pH	Secondary containment should be provided in mixing and cleanup areas. Leftover materials should be removed from the site or disposed of in an area designated to receive this type of waste. Do not use materials during a precipitation event, and ensure all excess materials are stored in a covered area to minimize contact with stormwater. Materials should not be washed into a gutter, on the ground, or into a storm drain inlet. If washing on-site, consider using a designated containment bin or pit for washwater.
Vehicle Washing, Wheel Washwater	Sediment, petroleum hydrocarbons, heavy metals	If vehicle washing and/or wheel washing is to occur on-site, it should be done in designated areas where washwater can collect in a basin or alternative control. Use of detergents should be discouraged. Washing on paved surfaces should be discouraged unless water can be sufficiently treated before leaving the site.

6.4. NONREPORTABLE SPILL PROTOCOL

Most spills can be cleaned up following manufacturer's recommendations. Absorbent materials, sealable containers, plastic bags, and shovels/brooms are suggested as minimum spill response items that should be available at this location.

- Check for hazards (flammable material, noxious fumes). If flammable liquid, turn off engines and nearby electrical equipment. If serious hazards are present, leave the area and call 911.
- Make sure the spill area is safe to enter and that it does not pose an immediate threat to health or safety of any person.
- Stop the spill source.
- Call co-workers and supervisor for assistance and to make them aware of the spill and potential dangers.
- If possible, stop the spill from entering drains (use absorbent or other material as necessary).
- Stop spill from spreading (use absorbent or other material).
- If spilled material has entered a storm sewer, contact the locality at the below number.
- Clean up spilled material according to manufacturer's specifications. For liquid spills, use absorbent material and do not flush the contaminated area with water.
- Properly dispose of cleaning materials and used absorbent material according to manufacturer specifications.

6.5. REPORTABLE SPILLS

Requirements for reporting spills of hazardous materials and typical site pollutants and spill report documentations can be found in Section 9 of this SWPPP.

Spills, Overflows, and Other Unauthorized Discharges.
(a) Any spill, overflow, or other discharge not specifically authorized in the permit above are unauthorized.
(b) Should an unauthorized discharge cause or permit any contaminants to discharge or enter waters of the state, the unauthorized discharge must be reported to the appropriate Regional Office as soon as practicable but no more than 24 hours after the discovery of the discharge. If the spill or overflow needs to be reported after normal business hours or on the weekend, the facility must call the Department's Environmental Emergency Response hotline at (573) 634-2436. Leaving a message on a Department staff member voice-mail does not satisfy this reporting requirement.
(c) A record of all spills shall be retained with the SWPPP and made available to the Department upon request.
(d) Other spills not reaching waters of the state must be cleaned up as soon as possible to prevent entrainment in stormwater but are not required to be reported to the Department (MDNR 2022).

Table 6. (City/County Entity Name for Spill Reporting) **Contact.**

Name/Position	Contact Number
Jeff Roussell City of Nixa 1111 Kathryn Street PO Box 395 Nixa, MO 65714	417.725.2353

Report to:	Contact Number
Southwest Regional Office 2040 W. Woodland Springfield, MO 65807-5912	417.891.4300
MDNR 24-Hour Spill Response	573.634.2436
National Response Center (NRC)	800.424.8802

7.0. SWPPP IMPLEMENTATION

7.1. PUBLIC NOTIFICATION

The locations of the site posting will be noted on the site BMP Tracking Map located in Section 5 of this SWPPP. The location will be updated should the posting move.

The permittee shall post a public notification sign at the main entrance to the site with the specific MORA permit number. The public notification sign must be visible from the public road that provides access to the site's main entrance. An alternate location is acceptable provided the public can see it and it is noted in the SWPPP. The public notification sign must remain posted at the site until the permit has been terminated. The sign is provided at the end of this permit (MDNR 2022).

7.2. INSPECTIONS

Site inspections should be conducted by qualified personnel at the frequency indicated below. Site inspection reports can be stored in Section 12 of this SWPPP unless otherwise noted.

All BMPs must be inspected in accordance to one of the schedules listed below. The inspection frequency shall be documented in the SWPPP, and any changes to the frequency of inspections, including switching between the options listed below, must be documented on the inspection form:

☒ *At least once every seven (7) calendar days and within 48 hours after any storm event equal to or greater than a 2-year, 24-hour storm has ceased during a normal work day or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday; or*

☐ *Once every 14 calendar days and within 24 hours of the occurrence of a storm event of 0.25 inches of precipitation or greater, or the occurrence of runoff from snowmelt. To determine if a storm event of 0.25 inches or greater has occurred on the site, the permittee shall either keep a properly maintained rain gauge on site, or obtain the storm event information from a weather station near the site location.*

1) *Inspections are only required during the project's normal working hours.*
2) *An inspection must be conducted within 24 hours of a storm event which has produced 0.25 inches. The inspection shall be conducted within 24 hours of the event end, or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday.*
3) *If it is elected to inspect every 14 calendar days and there is a storm event at the site that continues for multiple days, and each day of the storm produces 0.25 inches or more of rain, the permittee shall conduct an inspection within 24 hours of the end of the*

storm or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday.

☐ *For any portion of the site that discharges within the watershed of an Outstanding National or State Resource Water or a water impaired for sediment, inspections shall be inspected once every seven (7) calendar days and within 24 hours of the occurrence of a storm event of 0.25 inches or greater, or when the occurrence of runoff flow from frozen or snowmelt is sufficient to cause a discharge.*

Areas on-site that have achieved stabilization, while at the same time active construction continues on other areas, may reduce inspection frequency to monthly, for those stabilized areas, if the following conditions exist:

1) *For areas where disturbed portions have undergone temporary stabilization, inspections shall occur at least once a month while stabilized and when re-disturbed shall follow either frequency outlined in (a),(b), or (c) above.*
2) *Areas on-site that have achieved final stabilization must be inspected at least once per month until the permit is terminated.*

If construction activities are suspended due to frozen conditions, the permittee may temporarily reduce site inspections to monthly until thawing conditions begin to occur if all of the following are met:

1) *Land disturbances have been suspended; and*
2) *All disturbed areas of the site have been stabilized in accordance with Part V. BMP REQUIREMENTS, Condition 13* of the permit.
3) *The change shall be noted in the SWPPP* (MDNR 2022).

7.3. CORRECTIVE ACTIONS

Structural or maintenance problems with BMPs used in this project and noted as a result of an inspection shall be corrected as soon as possible but no more than seven calendar days after the inspection.

7.4. MODIFICATION AND AMENDMENTS

Modifications and amendments to the SWPPP can be tracked in Section 7 of this SWPPP. Below are minimum guidelines for when the SWPPP should be updated.

Throughout coverage under this permit, the permittee shall amend and update the SWPPP as appropriate during the term of the land disturbance activity. All SWPPP modifications shall be signed and dated. The permittee shall amend the SWPPP to incorporate any significant site condition changes which impact the nature and condition of stormwater discharges. At a minimum, these changes include whenever the:

a. *Location, design, operation, or maintenance of BMPs is changed;*
b. *Design of the construction project is changed that could significantly affect the quality of the stormwater discharges;*

c. *Permittee's inspections indicate deficiencies in the SWPPP or any BMP;*
d. *Department notifies the permittee in writing of deficiencies in the SWPPP;*
e. *SWPPP is determined to be ineffective in minimizing or controlling erosion and sedimentation (e.g., there is visual evidence of excessive site erosion or sediment deposits in streams, lakes, or downstream waterways, sediment or other wastes offsite); and/or*
f. *Department determines violations of water quality standards may occur or have occurred* (MDNR 2022).

7.5. TRANSFER OF OWNERSHIP

As necessary, permit transfers or records of sale should be placed in Section 2 of this SWPPP.

This permit may not be transferred to a new owner in any fashion except by submitting an Application for Transfer of Operating Permit signed by the seller and buyer of the site along with the appropriate modification fee. In some cases, revocation and reissuance may be necessary. Facilities that undergo transfers of ownership without notice to the Department are considered to be operating without a permit (MDNR 2022).

7.6. TERMINATION OF PERMIT

When the project is completed and has reached final stabilization, a copy of the notice of termination and confirmation from the MDNR should be placed in Section 14 of this SWPPP.

Until the permittee terminates coverage under this permit, the permittee must comply with all conditions in the permit, including continuation of site inspections and public notification signage posted. To terminate permit coverage, the permittee must submit to the appropriate Regional Office a complete and accurate Request for Termination of Operating Permit which certifies that the site meets the following requirements:
(a) For any areas that (1) were disturbed during construction, (2) are not covered over by permanent structures, and (3) over which the permittee had control during the construction activities, the requirements for final vegetative or non-vegetative stabilization in Part V BMP REQUIREMENTS, Condition 13 of the permit*;*
(b) The permittee has removed and properly disposed of all construction materials, waste, and waste handling devices and has removed all equipment and vehicles that were used during construction, unless intended for long-term use following termination of permit coverage;
(c) The permittee has removed all temporary BMPs that were installed and maintained during construction, except those that are intended for long-term use following termination of permit coverage or those that are biodegradable; and
(d) The permittee has removed all potential pollutants and pollutant-generating activities associated with construction, unless needed for long-term use following termination of permit coverage.

The Department may request photographs that clearly document compliance with termination requirements.

The permit may be terminated if;
(a) There has been a transfer of control of all areas of the site for which the current permittee is responsible under this permit to another operator, and that operator has obtained coverage under this permit; or
(b) Coverage under an individual or alternative general NPDES permit, with land disturbance conditions, has been obtained (MDNR 2022).

7.7. RECORDS

When the project is complete, and the notice of termination has been accepted by the MDNR, records should be removed from the site and retained.

The permittee shall retain copies of this general permit, the SWPPP and all amendments for the site named in the State Operating Permit, results of any monitoring and analysis, and all site inspection records required by this general permit.

(a) The records shall be accessible during normal business hours and retained for a period of at least three (3) years from the date of termination.

(b) The permittee shall provide a copy (electronic or otherwise) of the SWPPP to the Department, USEPA, or any local agency or government representative if they request a copy in the performance of their official duties within 24 hours of the request (or next working day), unless given more time by the representative.

(c) The permittee shall provide a copy of the SWPPP to those who are responsible for installation, operation, or maintenance of any BMP. The permittee, their representative, and/or the contractor(s) responsible for installation, operation and maintenance of the BMPs shall have a current copy of the SWPPP with them when on the project site (MDNR 2022).

8.0. REFERENCES

California Stormwater Quality Association. (November 2009). *Stormwater Best Management Practice Handbook Portal: Construction*. Retrieved from https://planning.lacity.gov/eir/conventioncntr/DEIR/files/references/Stormwater%20BMP%20Handbook%20-%20Construction%20-%20CASQA.pdf

Missouri Department of Natural Resources. (February 2022). *Missouri State Operating Permit*. Retrieved from https://dnr.mo.gov/water/business-industry-other-entities/permits-certification-engineering-fees/stormwater/construction-or-land-disturbance-mo-ra00000

Missouri Department of Natural Resources, ABC's of BMP's LLC and Shockey Consulting Services. (January 2011). *Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri and Kansas*. Retrieved from https://dnr.mo.gov/document-search/protecting-water-quality-field-guide.

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SECTION 4

Location/Topographical Map(s), FIRM Maps & Soils Maps

This section contains:

- -Required Location, Vicinity and Topographical Maps (as needed)
- -FIRM Maps
- -Soils Maps if needed

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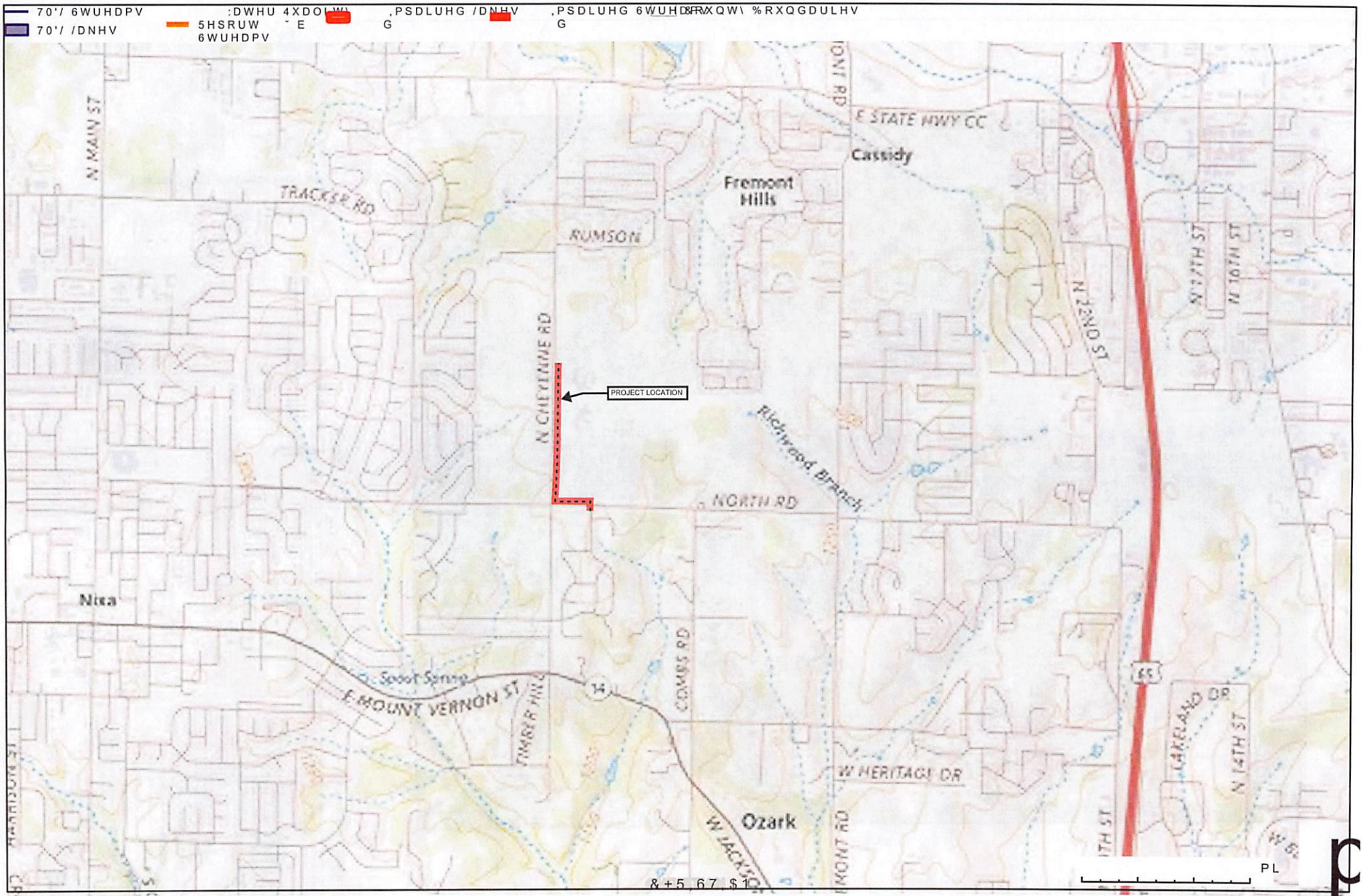

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MISSOURI DEPARTMENT OF NATURAL RESOURCES

˘]' o]u°„W oıZ}µPZ ıZ]' u › Z ' ˚˚v }u›]o°^ Ç ıZ˚ D]''}µ„] ˘˚› „ıu˚vı }(E ıµ„ o Z˚'}µ„ ˚'U v} Á „„ vıÇU ˚Æ›„°'˚˚ ^ ı v^ „˚o ı°^ u ı˚„] o'X dZ˚ ı }(^]'ı„] µ }v 'Z oo v}ı }v' ıµı˚ vÇ 'µ Z Á „„ vıÇU v^ v} „°'›}v']]o]ıÇ]' ''µu°^

FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEVEE AND INDEX MAP FOR FIRM PANEL LAYOUT

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT HTTPS://MSC.FEMA.GOV

SPECIAL FLOOD HAZARD AREAS

OTHER AREAS OF FLOOD HAZARD

OTHER AREAS

GENERAL STRUCTURES

OTHER FEATURES

NOTES TO USERS

SCALE

1 inch = 500 feet 1:6,000

0 250 500 1,000 1,500 2,000 Feet

0 50 100 200 300 400 Meters

PANEL LOCATOR

0057

PANEL NOT PRINTED

FEMA

National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP

CHRISTIAN COUNTY
MISSOURI
AND INCORPORATED
AREAS

COMMUNITY	NUMBER	PANEL	SUFFIX
CHRISTIAN COUNTY (UNINCORPORATED AREAS)	290430	0057	D
CITY OF NIXA	290419	0057	D
CITY OF OZARK	290418	0057	D
CITY OF SPARTA	290417	0057	D

MAP NUMBER
29043C0057D
EFFECTIVE DATE
November 02, 2021

Hydrologic Soil Group—Christian County, Missouri
(Cheyenne Road Trail)

Map Scale: 1:4,720 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Christian County, Missouri
Survey Area Data: Version 32, Aug 19, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 5, 2020—Mar 6, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
70022	Tonti silt loam, 3 to 8 percent slopes	D	3.1	100.0%
Totals for Area of Interest			**3.1**	**100.0%**

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

SECTION 5

BMP Tracking Map & Land Disturbance Tracking Log

This section contains:

- -Erosion and Sediment Control Plan sheet excerpts
- -Post Construction Stormwater Management Plan sheets if applicable
- -BMP Tracking Map (Working SWPPP Map)
  - -Record of Land Disturbance, Stabilization and BMP installation and removal
  - -Record of Dewatering Activities (e.g. dates and estimated volume of water discharged)

Grading, Stabilization and Dewatering Activities Log

Date Activity Initiated	Description of Grading/Dewatering Activity	Date Activity Ceased (Indicate Temporary or Permanent)	Date When Stabilization Measures Initiated	Description of Stabilization Measure and Location

Grading, Stabilization and Dewatering Activities Log

Date Activity Initiated	Description of Grading/Dewatering Activity	Date Activity Ceased (Indicate Temporary or Permanent)	Date When Stabilization Measures Initiated	Description of Stabilization Measure and Location

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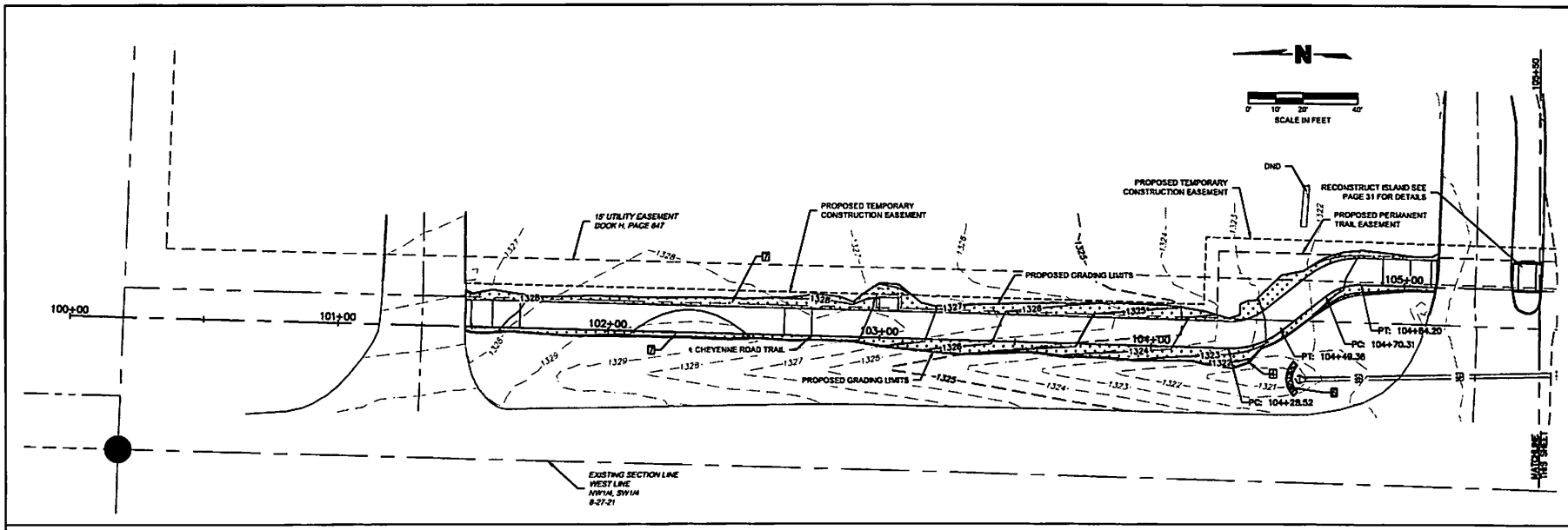
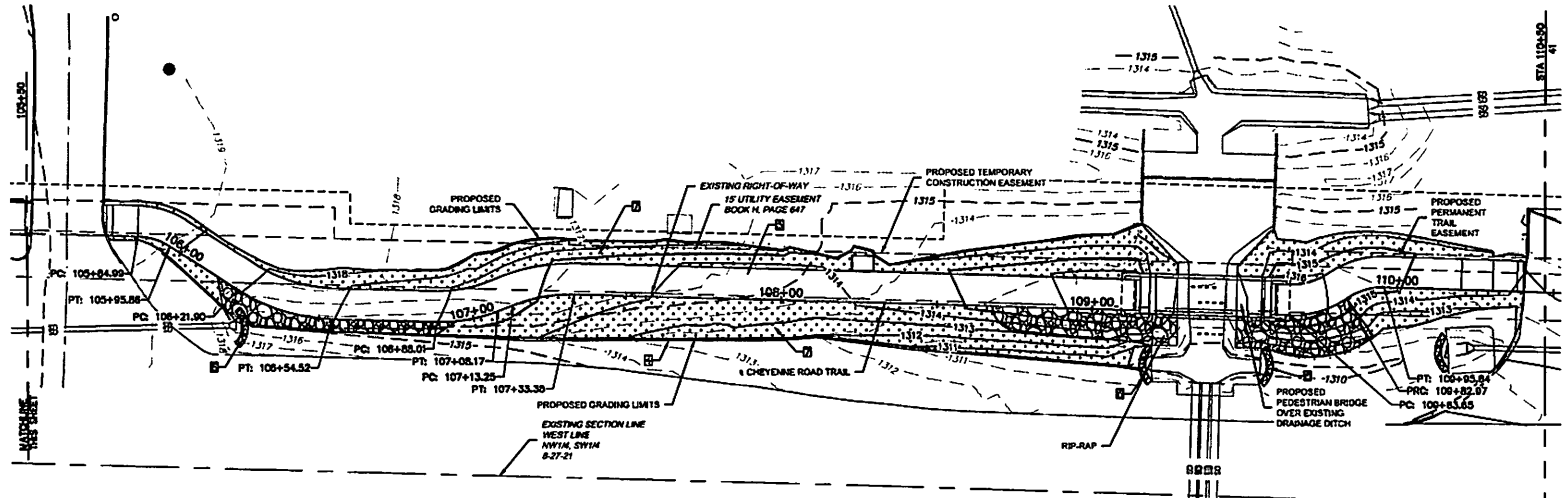
Grading, Stabilization and Dewatering Activities Log

Date Activity Initiated	Description of Grading/Dewatering Activity	Date Activity Ceased (Indicate Temporary or Permanent)	Date When Stabilization Measures Initiated	Description of Stabilization Measure and Location


N
0' 10' 20' 40'
SCALE IN FEET
100+00
101+00
102+00
103+00
104+00
105+00
15' UTILITY EASEMENT BOOK H, PAGE 847
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
PROPOSED GRADING LIMITS
DND
RECONSTRUCT ISLAND SEE PAGE 31 FOR DETAILS
PROPOSED PERMANENT TRAIL EASEMENT
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
℄ CHEYENNE ROAD TRAIL
PROPOSED GRADING LIMITS
PT: 104+84.20
PC: 104+70.31
PT: 104+49.36
PC: 104+28.52
EXISTING SECTION LINE
WEST LINE
NW1/4, SW1/4
8-27-21
MATCHLINE SEE SHEET



LEGEND

- CULVERT INLET PROTECTION
- SEEDED AREA
- SILT SOCK
- ROCK CHECK FILTER

EROSION AND SEDIMENT CONTROL STAGING CHART

PROJECT STAGE	EROSION CONTROL PLAN BMP REFERENCE NO.	BMP DESCRIPTION	REMOVE AFTER STAGE	NOTES:
I – STORM SEWER INSTALLATION & PRIOR TO ROADWAY GRADING	1	STAGING AREA	II	
	2	TEMPORARY CONSTRUCTION ENTRANCE	III	
	3	CONCRETE WASHOUT	III	
	4	SILT SOCK	IV	INSTALL BEFORE STORM SEWER INSTALLATION
	5	CURB INLET/AREA INLET PROTECTION	III	PROTECT ALL OPEN BOXES WITH INLET PROTECTION PER CURB INLET DETAIL
II – ROADWAY GRADING & STORM SEWER INSTALLATION				
III – PAVING	6	CURB INLET/AREA INLET/CULVERT INLET PROTECTION	IV	GRAVEL FILTER BAGS
IV – STABILIZE SITE	7	SEEDING	IV	SEE THIS SHEET FOR SOODING PLANS

olsson

330 East St. Louis Street
Springfield, MO 65806

olsson.com
TEL 417.890.8802
FAX 417.890.8805

Olsson - Engineering
Missouri COA #001592

STATE OF MISSOURI — JONATHAN M. PUTZ — NUMBER PE-2017019033 — REGISTERED ENGINEER

JONATHAN M. PUTZ, PE, CFM, ENGINEER MO# PE-2017019033

REVISIONS

REV NO.	DATE	DESCRIPTION

EROSION CONTROL

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MRC / ECR
designed by: JPC
project no.: 022.05813
date: 2025-05-13

SHEET
40 of 63

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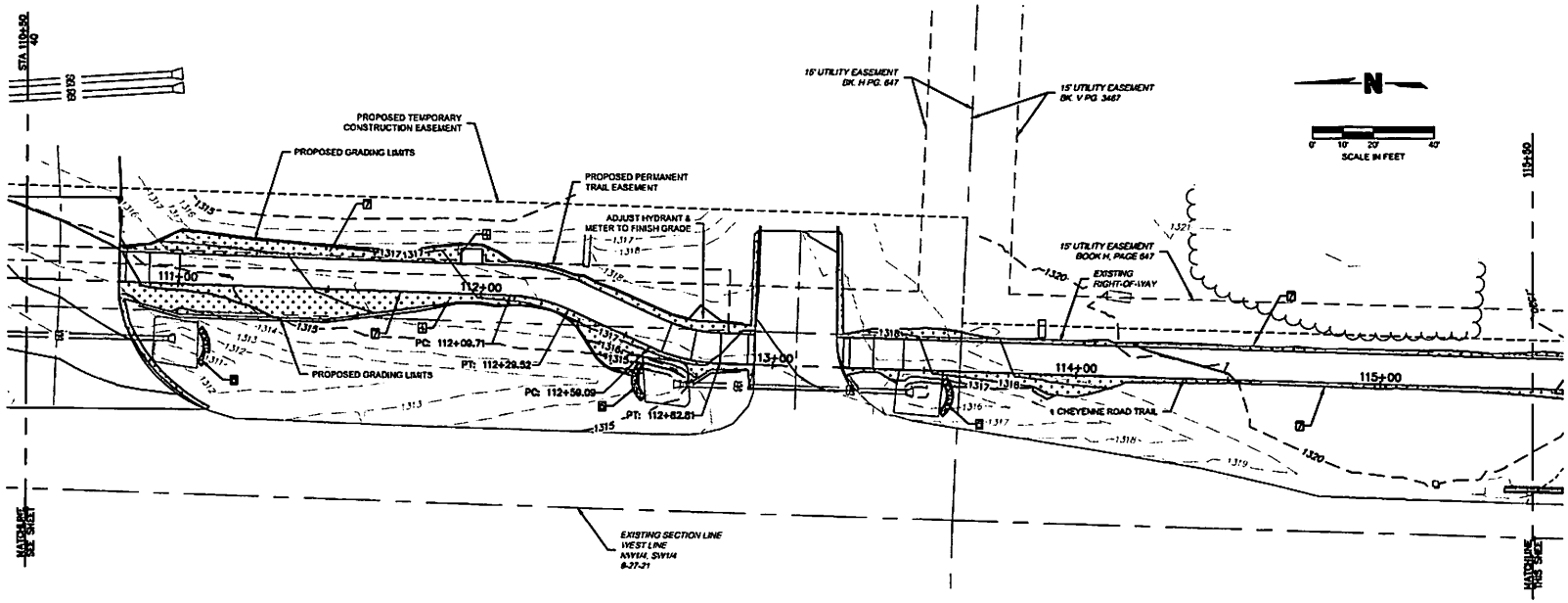
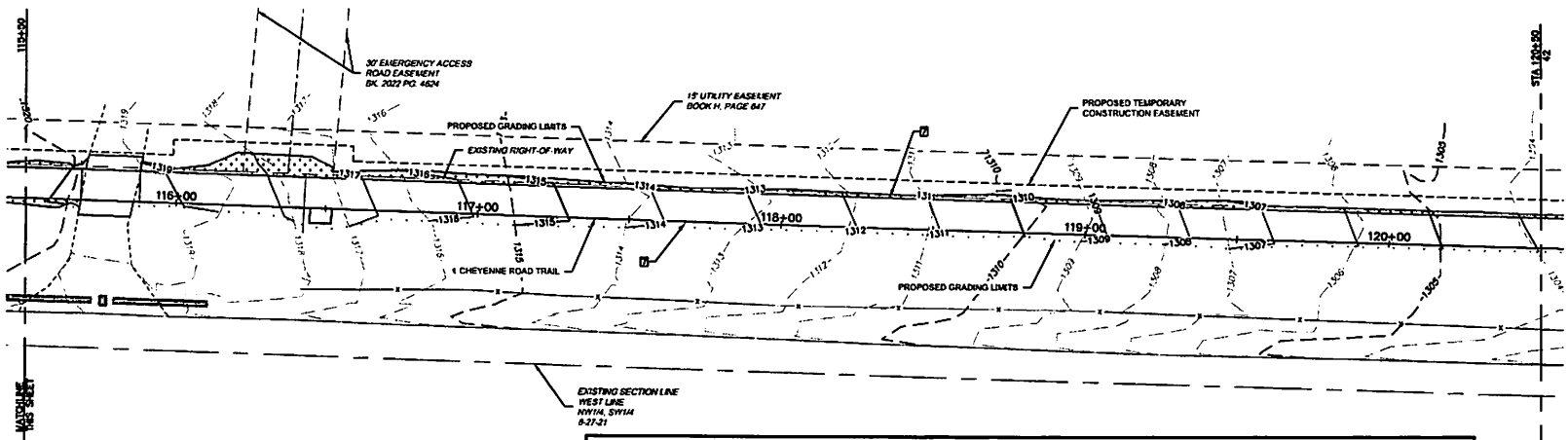
DATE: May 15, 2025 @ 2:29pm USER: cbaczar





LEGEND

- CULVERT INLET PROTECTION
- SEEDED AREA
- SILT SOCK
- ROCK CHECK FILTER

EROSION AND SEDIMENT CONTROL STAGING CHART

PROJECT STAGE	EROSION CONTROL PLAN BMP REFERENCE NO.	BMP DESCRIPTION	REMOVE AFTER STAGE	NOTES:
I - STORM SEWER INSTALLATION & PRIOR TO ROADWAY GRADING	1	STAGING AREA	II	
	2	TEMPORARY CONSTRUCTION ENTRANCE	II	
	3	CONCRETE WASHOUT	II	
	4	SILT SOCK	IV	INSTALL BEFORE STORM SEWER INSTALLATION
	5	CURB INLET/AREA INLET PROTECTION	III	PROTECT ALL OPEN BOXES WITH INLET PROTECTION PER CURB INLET DETAIL
II - ROADWAY GRADING & STORM SEWER INSTALLATION				
III - PAVING	6	CURB INLET/AREA INLET/CULVERT INLET PROTECTION	IV	GRAVEL FILTER SACS
IV - STABILIZE SITE	7	SEEDING	IV	SEE THIS SHEET FOR SODDING PLANS

olsson
550 East St. Louis Street
Springfield, MO 65806
olsson.com
TEL 417.890.8502
FAX 417.890.2805
Olsson - Engineering
Missouri COA #001592

STATE OF MISSOURI
JONATHAN W. POTTS
NUMBER PE-2009019053
REGISTERED ENGINEER
JONATHAN W. POTTS - CIVIL ENGINEER
MO# PE-2009019053

REVISIONS

REV. NO.	DATE	DESCRIPTION

EROSION CONTROL

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)

NIXA, MISSOURI

2025

drawn by: MDC/JCT/A
designed by: JWP
project no.: 023-00133
file: 023-00133

SHEET
41 of 63

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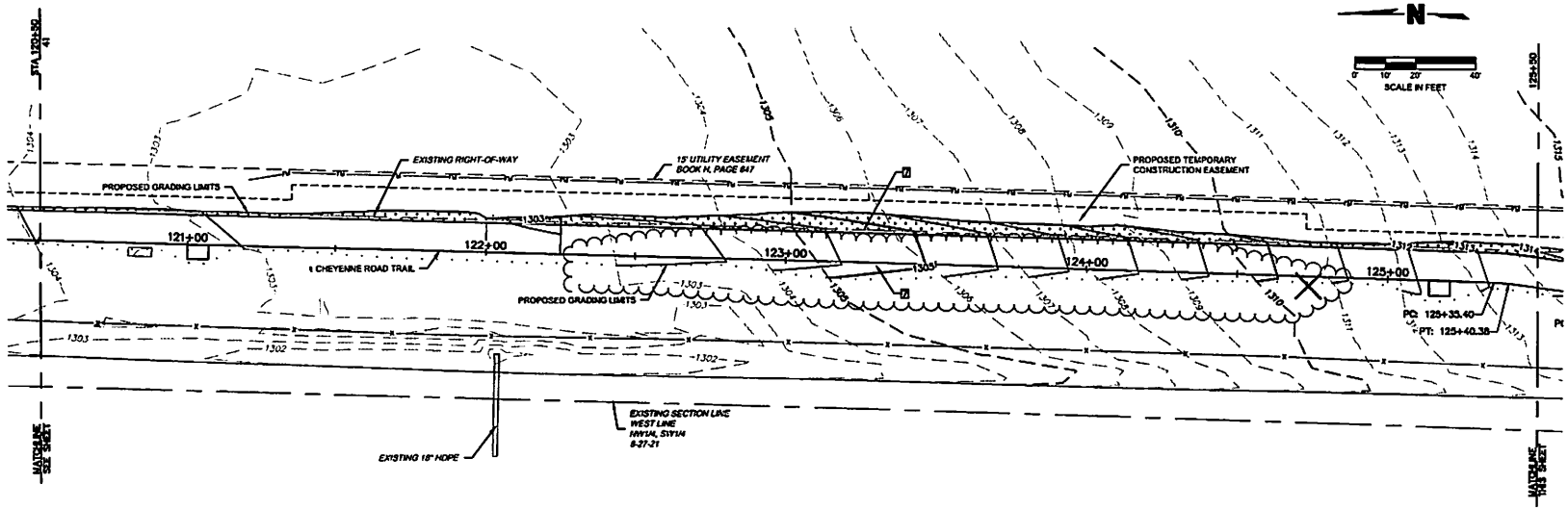

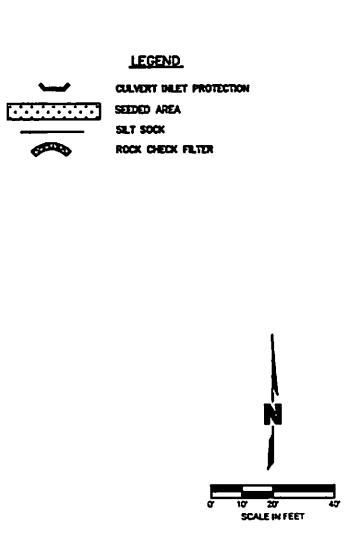

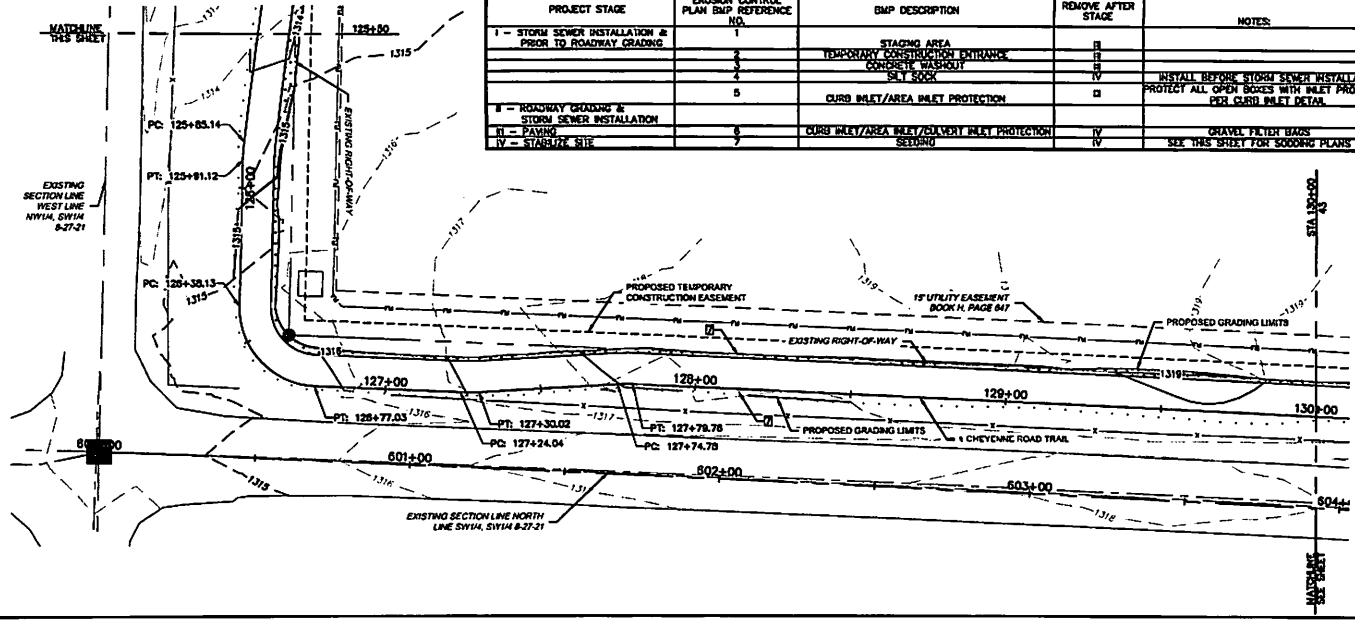

EROSION AND SEDIMENT CONTROL STAGING CHART

PROJECT STAGE	EROSION CONTROL PLAN BMP REFERENCE NO.	BMP DESCRIPTION	REMOVE AFTER STAGE	NOTES:
I – STORM SEWER INSTALLATION & PRIOR TO ROADWAY GRADING	1	STAGING AREA	II	
	2	TEMPORARY CONSTRUCTION ENTRANCE	II	
	3	CONCRETE WASHOUT	III	
	4	SILT SOCK	IV	INSTALL BEFORE STORM SEWER INSTALLATION
	5	CURB INLET/AREA INLET PROTECTION	II	PROTECT ALL OPEN BOXES WITH INLET PROTECTION PER CURB INLET DETAIL
II – ROADWAY GRADING & STORM SEWER INSTALLATION				
III – PAVING	6	CURB INLET/AREA INLET/CULVERT INLET PROTECTION	IV	GRAVEL FILTER BAGS
IV – STABILIZE SITE	7	SEEDING	IV	SEE THIS SHEET FOR SOODING PLANS

olsson
639 East St. Louis Street
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olsson.com
TEL 417.890.8802
FAX 417.890.8805
Olsson - Engineering
Missouri CDA #0001382

JONATHAN M. PITTS-CIVIL ENGINEER
MO# PE-2007059323

REVISIONS

REV NO.	DATE	DESCRIPTION

EROSION CONTROL
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(660)
NIXA, MISSOURI
2025

drawn by: MDC/ LECN
designed by: JMP
project no.: 023.24532
date: 2025.05.15

SHEET
42 of 63

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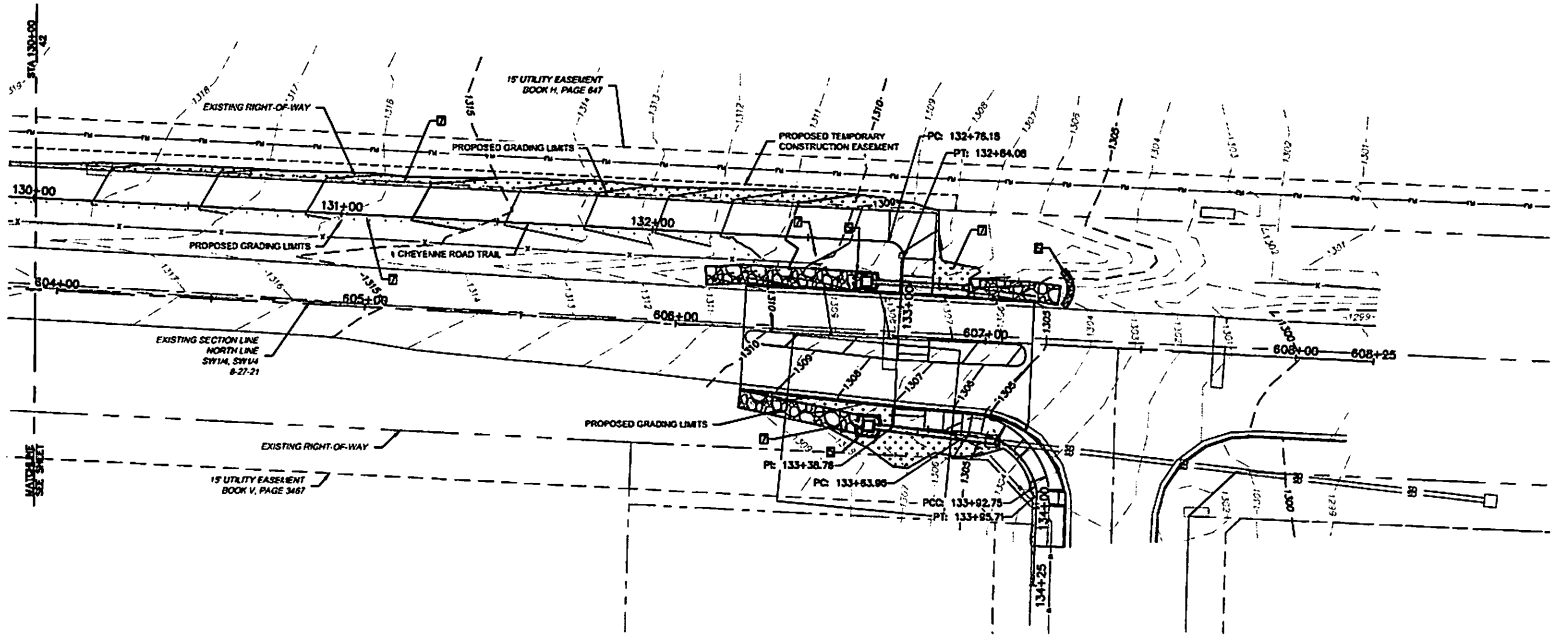

LEGEND

- CULVERT INLET PROTECTION
- SEEDED AREA
- SILT SOCK
- ROCK CHECK FILTER

EROSION AND SEDIMENT CONTROL STAGING CHART

PROJECT STAGE	EROSION CONTROL PLAN BMP REFERENCE NO.	BMP DESCRIPTION	REMOVE AFTER STAGE	NOTES:
I – STORM SEWER INSTALLATION & PRIOR TO ROADWAY GRADING	1	STAGING AREA	II	
	2	TEMPORARY CONSTRUCTION ENTRANCE	III	
	3	CONCRETE WASHOUT	III	
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IV – STABILIZE SITE	7	SEEDING	IV	SEE THIS SHEET FOR SODDING PLANS

olsson

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Olsson - Engineering
Missouri COA #001582

STATE OF MISSOURI
JONATHAN W. POTZ
NUMBER PE-2010166353
PROFESSIONAL ENGINEER
JONATHAN W. POTZ--CIVIL ENGINEER
MO# PE-2010166353

REV. NO.	DATE	DESCRIPTION
		REVISIONS

EROSION CONTROL

CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(860)

NIXA, MISSOURI

2025

drawn by: MPC / CTE
designed by: MPC
project no. 021-01410
date 2023-05-19

SHEET
43 of 63

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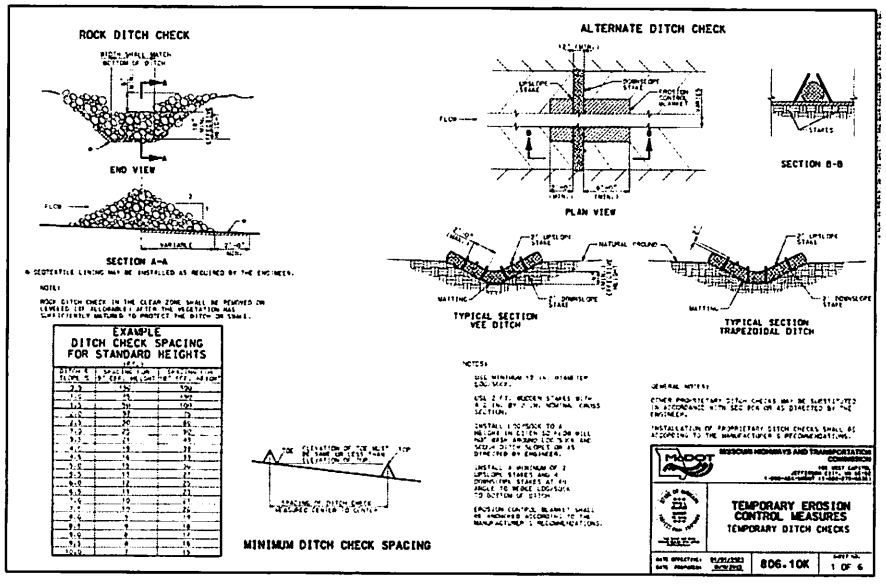
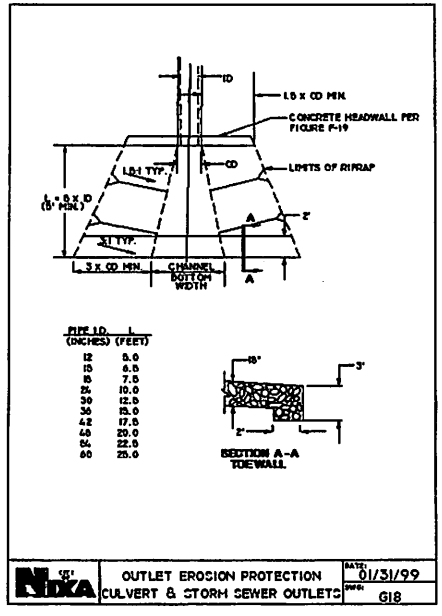
SECTION 6

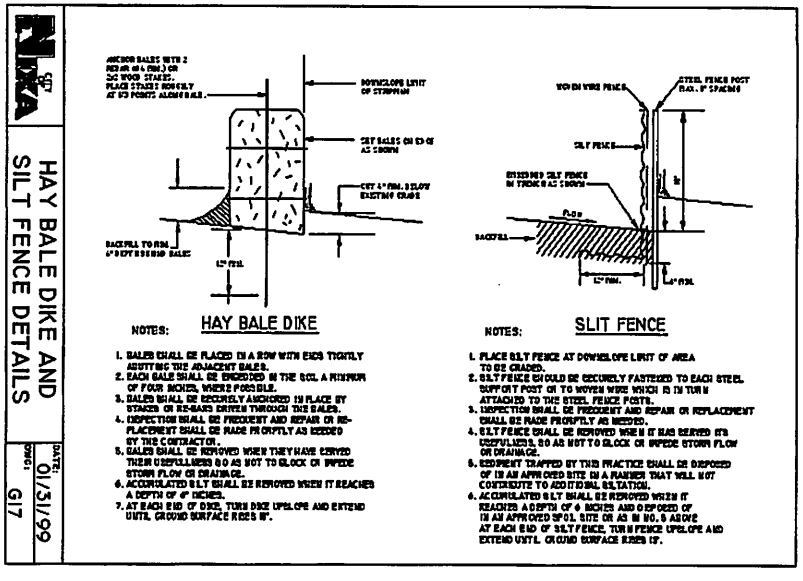
BMP Specification & Detail Sheets





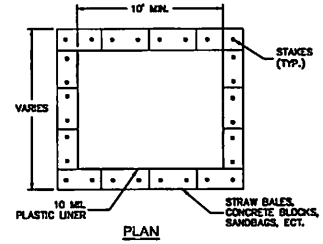
EROSION CONTROL NOTES

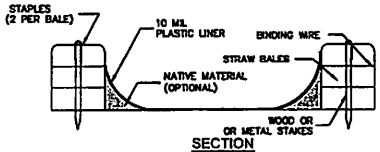
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION & SEDIMENT CONTROL MEASURES AND PRACTICES THROUGHOUT THE PROJECT. ANY AND ALL FINES ASSOCIATED WITH EROSION CONTROL VIOLATIONS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
2. EROSION CONTROL IS THE CONTRACTOR'S RESPONSIBILITY. THIS PLAN SHOULD BE USED AS A GUIDE AND REPRESENTS THE MINIMUM EROSION CONTROL DEVICES REQUIRED.
3. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION & SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTION.
4. CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL EROSION & SEDIMENT CONTROL DEVICES AFTER EACH RAINFALL EVENT.
5. THE CONTRACTOR SHALL PROVIDE ANY FURTHER EROSION CONTROL MEASURES IN ADDITION TO THOSE LISTED TO ENSURE THAT SILT WILL NOT LEAVE THE PROJECT CONFINES.
6. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION & SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED WITH A HEALTHY STAND OF PERMANENT VEGETATION.
7. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AT COMPLETION OF CONSTRUCTION.
8. THE CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, FLUMES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
9. THE CONTRACTOR SHALL PROVIDE ANY TEMPORARY STABILIZATION AS REQUIRED.
10. ALL EROSION CONTROL DEVICES SHALL CONFORM TO THE APPLICABLE SECTIONS OF THE STANDARD SPECIFICATIONS AND DESIGN CRITERIA OF THE ENGINEERING DIVISION, DEPARTMENT OF PUBLIC WORKS, CITY OF REPUBLIC, MISSOURI.
11. THE CONTRACTOR WILL BE REQUIRED TO CLEAN THE STREETS OF DEPOSITED MUD AS FREQUENTLY AS NEEDED AS DETERMINED BY THE ENGINEER IN ORDER TO KEEP THEM USABLE AND TO CONTROL DUST.
12. CONTRACTOR IS RESPONSIBLE FOR PHASED INSTALLATION OF EROSION CONTROL BMP'S IN ORDER TO PREVENT SEDIMENT FROM BREACHING THE LIMITS OF DISTURBANCE.
13. WATER HAUL ROUTES AND GRADING AREAS AS REQUIRED TO CONTROL DUST. ALL REQUESTS FOR WATER SHALL BE COMPLETED IMMEDIATELY. ALL WORK, MATERIALS, AND EQUIPMENT REQUIRED IS CONSIDERED SUBSIDIARY TO EROSION CONTROL.
14. ALL SEEDING AND MULCHING ASSOCIATED WITH THE CONTRACTOR'S STAGING AREA AND HAUL ROUTES IS CONSIDERED SUBSIDIARY TO MOBILIZATION.
15. SEE GENERAL NOTES ON SHEET 2 FOR ADDITIONAL REQUIREMENTS.



NOTES:

1. ACTUAL LAYOUT LOCATIONS & NUMBER OF WASHOUTS TO BE DETERMINED BY CONTRACTOR IN FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT. OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
3. WASHOUTS SHALL BE LOCATED A MINIMUM OF 50 FT. FROM STORM DRAINS, OPEN DRAINAGE FACILITIES AND WATER COURSES. AVOID MIXING EXCESS AMOUNTS OF FRESH CONCRETE.
4. INSTALL BEFORE THE START OF ANY CONCRETE ACTIVITIES OR DELIVERIES.
5. INSPECT AND REPAIR, WEEKLY, IF NECESSARY OR AS REQUIRED BY MPDES PERMIT. REMOVE AND DISPOSE OF HARDENED CONCRETE AND RETURN THE FACILITY TO A FUNCTIONAL CONDITION. WASHOUT FACILITIES MUST BE CLEANED, OR NEW FACILITIES MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASHOUT IS 75% FULL.
6. WHEN TEMPORARY CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, THE HARDENED CONCRETE SHOULD BE REMOVED AND DISPOSED. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES SHALL BE REMOVED FROM THE SITE AND DISPOSED. HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCE CAUSED BY THE REMOVAL OF THE WASHOUT SHALL BE BACKFILLED AND REPAIRED.





CONCRETE WASHOUT DETAIL
NOT TO SCALE

olsson.
550 East St. Louis Street
Springfield, MO 65806
olsson.com
TEL 417.890.8502
FAX 417.890.8505
Olsson - Engineering
Missouri COA #001592

REVISIONS

REV NO	DATE	DESCRIPTION

EROSION CONTROL DETAILS
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(680)
NIXA, MISSOURI
2025

drawn by: EPC/JCH
designed by: JRR
project no. 023.61.013
date 2025.01.13

SHEET
44 of 63

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DATE: May 15, 2025 8:24am USER: dwarlow

SECTION 7

Log of Amendments

The permittee shall amend the SWPPP at a minimum whenever the:

(a) Location, design, operation, or maintenance of BMPs is changed;

(b) Design of the construction project is changed that could significantly affect the quality of the stormwater discharges;

(c) Permittee's inspections indicate deficiencies in the SWPPP or any BMP;

(d) Department notifies the permittee in writing of deficiencies in the SWPPP;

(e) SWPPP is determined to be ineffective in minimizing or controlling erosion and sedimentation (e.g., there is visual evidence

of excessive site erosion or sediment deposits in streams, lakes, or downstream waterways, sediment or other wastes offsite);

and/or

(f) Department determines violations of water quality standards may occur or have occurred.

SWPPP Amendment Log

Amendment No.	Description of the Amendment	Date of Amendment	Amendment Authorized by [Name(s) and Title]

SWPPP Amendment Log

Amendment No.	Description of the Amendment	Date of Amendment	Amendment Authorized by [Name(s) and Title]

SECTION 8

Local Regulations & Additional Permits

Local Ordinances can be located here for reference only. Additional permits (i.e. 404, NWP, grading permits if required, etc.) can be kept here for reference only.

SECTION 9

Spill Response

This section contains Missouri Code of State Regulations as they pertain to hazardous substances and emergency response. Contained within are:

Division 24 - Hazardous Substance Emergency Response Office

- -10 CSR 24-1.010 - Organization
- -10 CSR 24-2.010 - Definitions
- -10 CSR 24-3.010 - Emergency Notification Procedures

Spill Report Forms

Rules of
Department of Natural Resources
Division 24—Hazardous Substance Emergency Response Office
Chapter 1—Organization

Title		Page
10 CSR 24-1.010	General Organization	3

Title 10—DEPARTMENT OF NATURAL RESOURCES
Division 24—Hazardous Substance Emergency Response Office
Chapter 1—Organization

10 CSR 24-1.010 General Organization

PURPOSE: This rule explains the organization and responsibilities of the Hazardous Substance Emergency Response Office. Also explained is how to obtain additional information regarding these activities and where to make submittals to this office.

(1) The Department of Natural Resources is authorized under sections 260.500–260.550, RSMo to administer the state's Hazardous Substance Emergency Response Office. The director of the Department of Natural Resources appoints a director and staff who provide day-to-day operation of the Hazardous Substance Emergency Response Office.

(A) Among its operations, the Hazardous Substance Emergency Response Office performs the following administrative and technical functions: develop and adopt rules relating to hazardous substance emergencies; develop and update the state Hazardous Substance Emergency Response plan in cooperation with other state agencies and other affected persons; respond to, investigate, document and take action regarding hazardous substance emergencies in accordance with sections 260.500–260.550, RSMo; provide technical assistance to other state agencies, to political subdivisions of the state and to other persons upon request for the prevention, control and response to hazardous substance emergencies; enter into agreements with state, local and federal agencies and with other persons as necessary to develop and implement the Hazardous Substance Emergency Response Plan and to implement sections 260.500–260.550, RSMo; monitor the statewide telephone used to notify Missouri whenever a hazardous substance emergency occurs; notify appropriate agencies of hazardous substance emergencies; and cooperate with appropriate units of government and other persons to prevent the occurrence and improve response to hazardous substance emergencies.

(B) Requests for copies of rules, reports of incident investigations, technical information and assistance and any other submissions are to be made to the department's Hazardous Substance Emergency Response Office, Environmental Services Program, P.O. Box 176, Jefferson City, MO 65102. The telephone number during office hours is (573) 526-3348. For emergencies, the Hazardous Substance Emergency Response Office can be contacted any time at (573) 634-2436.

(2) Information.

(A) The mailing address for the Hazardous Substance Emergency Response Office is: Missouri Department of Natural Resources, P.O. Box 176, Jefferson City, MO 65102.

(B) The Hazardous Substance Emergency Response Office files, except trade secrets as provided for in section 260.550, RSMo, are public information and are located at 2710 West Main Street, Jefferson City, MO 65109.

(C) Anyone wishing to review information in the Hazardous Substance Emergency Response Office files is requested to make an appointment by calling (573) 526-3348. There is no fee for reviewing file information. There is a copying fee if copies of file information are made, and it must be paid by check, money order or exact change.

(D) Any request for information shall be in writing. All requests for information shall be available during normal business hours for inspection by the public.

(E) Nonemergency information can be obtained by contacting the department at the post office box listed previously or by calling (573) 526-3348.

(F) The number to contact the department for emergency release notifications under section 260.505, RSMo is (573) 634-2436. This is for emergencies only.

AUTHORITY: section 260.520, RSMo (Supp. 1995). Original rule filed Nov. 30, 1983, effective April 12, 1984. Emergency amendment filed Dec. 2, 1992, effective Jan. 1, 1993, expired April 20, 1993. Amended: Filed Oct. 5, 1992, effective April 8, 1993. Amended: Filed June 14, 1994, effective Jan. 29, 1995. Amended: Filed July 22, 1996, effective Feb. 28, 1997.*

**Original authority 1983, amended 1993, 1995.*

Rules of
Department of Natural Resources
Division 24—Hazardous Substance Emergency Response Office
Chapter 2—Definitions

Title		Page
10 CSR 24-2.010	Definitions	3

Title 10—DEPARTMENT OF NATURAL RESOURCES
Division 24—Hazardous Substance Emergency Response Office
Chapter 2—Definitions

10 CSR 24-2.010 Definitions

PURPOSE: This rule provides definitions for terms used in 10 CSR 24.

PUBLISHER'S NOTE: The secretary of state has determined that the publication of the entire text of the material which is incorporated by reference as a portion of this rule would be unduly cumbersome or expensive. Therefore, the material which is so incorporated is on file with the agency who filed this rule, and with the Office of the Secretary of State. Any interested person may view this material at either agency's headquarters or the same will be made available at the Office of the Secretary of State at a cost not to exceed actual cost of copy reproduction. The entire text of the rule is printed here. This note refers only to the incorporated by reference material.

(1) Administrator—the administrator of the United States Environmental Protection Agency.

(2) Cleanup—all actions necessary to contain, collect, control, identify, analyze, cleanup, treat, disperse, remove or dispose of a hazardous substance.

(3) Cleanup costs—all costs incurred by the state or any of its political subdivisions or their agents or by any other person participating with the approval of the Department of Natural Resources in the prevention or mitigation of damages from a hazardous substance emergency or the cleanup of a hazardous substance involved in a hazardous substance emergency.

(4) Department—the Department of Natural Resources.

(5) Director—director of the Department of Natural Resources.

(6) Extremely hazardous substance—a substance listed under 40 CFR part 355 by the administrator.

(7) Hazardous substance—any substance or mixture of substances that presents a danger to the public health or safety or the environment and includes:

(A) Any hazardous waste identified or listed by the department under sections 260.350–260.430, RSMo;

(B) Any element, compound, mixture, solution or substance designated pursuant to Sections 101(14) and 102 of the Comprehensive Environment Response, Compensation and Liability Act (CERCLA) of 1980 or designated pursuant to section 304 of the Federal Emergency Planning and Community Right-to-Know Act of 1986; and

(C) Any hazardous material designated by the secretary of the United States Department of Transportation under the Hazardous Materials Transportation Act.

(8) Hazardous substance emergency and emergency involving a hazardous substance—

(A) Any release of hazardous substances or extremely hazardous substances in quantities equal to or in excess of those determined pursuant to section 101(14) or 102 of the CERCLA of 1980 or section 304 of the Federal Emergency Planning and Community Right-to-Know Act of 1986;;

(B) Any release of petroleum including crude oil or any fraction, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel (or mixture of natural gas and synthetic gas) in excess of fifty (50) gallons for liquids or three hundred (300) cubic feet for gases;

(C) Any release of a hazardous waste which is reportable under sections 260.350–260.430, RSMo;

(D) Any release of a hazardous substance which requires immediate notice under 49 CFR part 171; and

(E) The department shall promulgate rules identifying the substances and the quantities of substances which, if released, constitute a hazardous substance emergency.

(9) Hazardous Substance Emergency Response Plan—the plan, as specified in section 260.505, RSMo, developed and maintained by the Missouri Department of Natural Resources for response to hazardous substance emergencies.

(10) Local Emergency Planning Committee (LEPC) or committee—the people appointed by the Missouri Emergency Response Commission (MERC) for the purpose of improving hazardous chemical safety and preparedness.

(11) Local government—any county, township, municipal corporation, school district or other governmental body of equivalent rank.

(12) Person—any individual, partnership, copartnership, firm, company, public or private corporation, association, joint stock company, trust, estate, political subdivision or any agency, board, department or bureau of the state or federal government or any other legal entity which is recognized by law as the subject of rights and duties.

(13) Person having control over a hazardous substance—any person producing, handling, storing, transporting, refining or disposing of a hazardous substance when a hazardous substance emergency occurs, including bailees, carriers and any other person in control of a hazardous substance when a hazardous substance emergency occurs, whether they own the hazardous substance or are operating under a lease, contract or other agreement with the legal owner.

(14) Release—any threatened or real emission, discharge, spillage, leakage, pumping, pouring, emptying or dumping of a substance into or onto the land, air or waters of the state unless done in compliance with the conditions of a federal or state permit, unless the substance is confined and is expected to stay confined to property owned, leased or otherwise controlled by the person having control over the substance or unless, in the case of pesticides, application is done in accordance with the product label.

(15) State of Missouri Basic Emergency Operations Plan—the state plan, its annexes and appendices as developed or maintained by the state emergency management agency for response to natural and man-made disasters in this state.

(16) Waters of the state—all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two (2) or more persons jointly or as tenants in common and include waters of the United States lying within the state.

AUTHORITY: section 260.520, RSMo Supp. 1993. Original rule filed Nov. 30, 1983, effective April 12, 1984. Emergency amendment filed Dec. 2, 1992, effective Jan. 1, 1993, expired April 30, 1993. Amended: Filed Oct. 5, 1992, effective April 8, 1993.*

Amended: Filed June 14, 1994, effective Jan. 29, 1995.

**Original authority: 260.520, RSMo 1983, amended 1993.*

Rules of
Department of Natural Resources
Division 24—Hazardous Substance Emergency Response Office
Chapter 3—Emergency Notification Procedures

Title		Page
10 CSR 24-3.010	Notification Procedures for Hazardous Substance Emergencies and for Emergency Notification of Releases of Hazardous Substances and Extremely Hazardous Substances	3

Title 10—DEPARTMENT OF NATURAL RESOURCES
Division 24—Hazardous Substance Emergency Response Office
Chapter 3—Emergency Notification Procedures

10 CSR 24-3.010 Notification Procedures for Hazardous Substance Emergencies and for Emergency Notification of Releases of Hazardous Substances and Extremely Hazardous Substances

PURPOSE: This rule establishes a statewide emergency telephone number to notify Missouri whenever a hazardous substance emergency occurs and specifies the requirements for emergency notification and follow-up written notices in the event of a hazardous substance emergency, the release of a reportable quantity of a hazardous substance and the release of a reportable quantity of an extremely hazardous substance.

PUBLISHER'S NOTE: The publication of the full text of the material that the adopting agency has incorporated by reference in this rule would be unduly cumbersome or expensive. Therefore, the full text of that material will be made available to any interested person at both the Office of the Secretary of State and the office of the adopting agency, pursuant to section 536.031.4, RSMo. Such material will be provided at the cost established by state law.

(1) Any person having control over a hazardous substance shall contact Missouri by telephone at (573) 634-2436 or the National Response Center at (800) 424-8802 at the earliest practical moment upon discovery of an emergency involving a hazardous substance under his/her control. Information to be provided to Missouri to the best ability of the person having control over the hazardous substance includes: substance(s) involved, an indication of whether the substance is an extremely hazardous substance; the medium or media into which the release occurred; any known or anticipated acute or chronic health risks associated with the release and, where appropriate, advice regarding medical attention necessary for exposed individuals; proper precautions to take as a result of the release, including evacuation; amount of the substance(s) released or in danger of being released; location of the hazardous substance emergency and directions to the site; names, addresses and phone numbers of persons that may have information on the substances involved; when the hazardous substance emergency occurred, duration of the release and when it was discovered; actions taken to cleanup the hazardous substance and to end the hazardous substance emergency and when those actions will be taken; and any other pertinent information requested by Missouri, or as specified in the Missouri hazardous waste management commission regulations at 10 CSR 25-7.264(2)(D) and (E) and 10 CSR 25-7.265(2)(D) and (E). Federal reporting requirements for releases of hazardous substances can be found in 40 CFR parts 302 and 355. In addition, state reporting requirements contained in 11 CSR 40-4.030 reference these regulations, and require that certain information be provided to Local Emergency Planning Committees (LEPCs) for reportable releases of hazardous substances and extremely hazardous substances.

(2) The person monitoring the statewide emergency telephone shall notify appropriate agencies of the hazardous substance emergency as designated in the Hazardous Substance Emergency Response Plan.

(3) Upon request, written follow-up notifications are required for releases of hazardous substances and extremely hazardous substances as listed in 40 CFR parts 302 and 355. If requested, the person having control of the hazardous substance or extremely hazardous substance shall provide a written follow-up emergency notice (or notices, as more information becomes available) to the department setting forth and updating the information with respect to—

(A) Information required in section (1);

(B) Actions taken to respond to and contain the release;

(C) Any known or anticipated acute or chronic health risks associated with the release; and

(D) Where appropriate, advice regarding medical attention necessary for exposed individuals.

(4) If requested, a written report shall be provided to the department for any other hazardous substance emergency. The requested reports shall contain the information as specified in sections (1) and (3) of this rule and any other pertinent information as requested by the department. In addition, state reporting requirements in 11 CSR 40-4.030 require that written follow-up reports be provided to the Department of Public Safety and appropriate LEPCs for any reportable releases of hazardous substances or extremely hazardous substances.

AUTHORITY: section 260.520, RSMo (Supp. 1995). Original rule filed Nov. 30, 1983, effective April 12, 1984. Emergency amendment filed Dec. 2, 1992, effective Jan. 1, 1993, expired April 30, 1993. Amended: Filed Oct. 5, 1992, effective April 8, 1993. Amended: Filed June 14, 1994, effective Jan. 29, 1995. Amended: Filed July 22, 1996, effective Feb. 28, 1997.*

**Original authority 1983, amended 1993, 1995.*

Spill Report Form

For spills of reportable quantities that impact soil, surface water or ground water call MDNR 24-hour Environmental Emergency Response at 573-634-2436.

Site: _____ Primary Contractor: _____

Date: _____ Incident Date: _____

Complete for any type of petroleum product or hazardous materials / waste spill or incident. If the spill is of reportable quantity, report must be submitted within five (5) business days.

Keep a copy of this report with the SWPPP Log.

Person Reporting Spill or Incident	
Name	Address
Organization	
Title	
Telephone	
Email	Signature

Type of Spill:
Common Name of Spilled Substance
Estimated Quantity Spilled
Estimated Concentration
Date and Duration of Spill
Date Clean Up Completed

SPILL TO LAND	SPILL TO WATER BODY
Name of site:	Name of water body:
Street address:	Location of discharge
City	Description of area from which spilled material may reach:
County:	

Actions Taken:

To contain spill:

To clean up spill:

To remove/dispose of spilled substance and cleanup material:

To prevent reoccurrence:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Person responsible for managing spill response:	
Name	Signature
Phone	Email

Spill Report Form

For spills of reportable quantities that impact soil, surface water or ground water call MDNR 24-hour Environmental Emergency Response at 573-634-2436.

Site: _____ Primary Contractor: _____

Date: _____ Incident Date: _____

Complete for any type of petroleum product or hazardous materials / waste spill or incident. If the spill is of reportable quantity, report must be submitted within five (5) business days.

Keep a copy of this report with the SWPPP Log.

Person Reporting Spill or Incident	
Name	Address
Organization	
Title	
Telephone	
Email	Signature

Type of Spill:
Common Name of Spilled Substance
Estimated Quantity Spilled
Estimated Concentration
Date and Duration of Spill
Date Clean Up Completed

SPILL TO LAND	SPILL TO WATER BODY
Name of site:	Name of water body:
Street address:	Location of discharge
City	Description of area from which spilled material may reach:
County:	

Actions Taken:

To contain spill:

To clean up spill:

To remove/dispose of spilled substance and cleanup material:

To prevent reoccurrence:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Person responsible for managing spill response:	
Name	Signature
Phone	Email

SECTION 10

Endangered Species Documentation

Documents included in this section are for reference only.

Missouri Department of Conservation

Missouri Department of Conservation's Mission is to protect and manage the forest, fish, and wildlife resources of the state and to facilitate and provide opportunities for all citizens to use, enjoy and learn about these resources.

Natural Heritage Review Level Three Report: Species Listed Under the Federal Endangered Species Act

There are records of species listed under the Federal Endangered Species Act, and possibly also records for species listed Endangered by the state, or Missouri Species and/or Natural Communities of Conservation Concern within or near the the defined Project Area. Please contact the U.S. Fish and Wildlife Service and the Missouri Department of Conservation for further coordination.

Foreword: Thank you for accessing the Missouri Natural Heritage Review Website developed by the Missouri Department of Conservation with assistance from the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, Missouri Department of Transportation and NatureServe. The purpose of this report is to provide information to federal, state and local agencies, organizations, municipalities, corporations, and consultants regarding sensitive fish, wildlife, plants, natural communities, and habitats to assist in planning, designing, and permitting stages of projects.

PROJECT INFORMATION

Project Name and ID Number: Cheyenne Road Trail TAP-9901(860) #13985
User Project Number: 023-05632
Project Description: Construction of multi-use path along North Street and Cheyenne Road between Cheyenne Valley Road and High Pointe Elementary School in Nixa, Christian County, Missouri.
Project Type: Transportation, Other
Contact Person: Mark Sowers
Contact Information: msowers@olsson.com or 9133811170

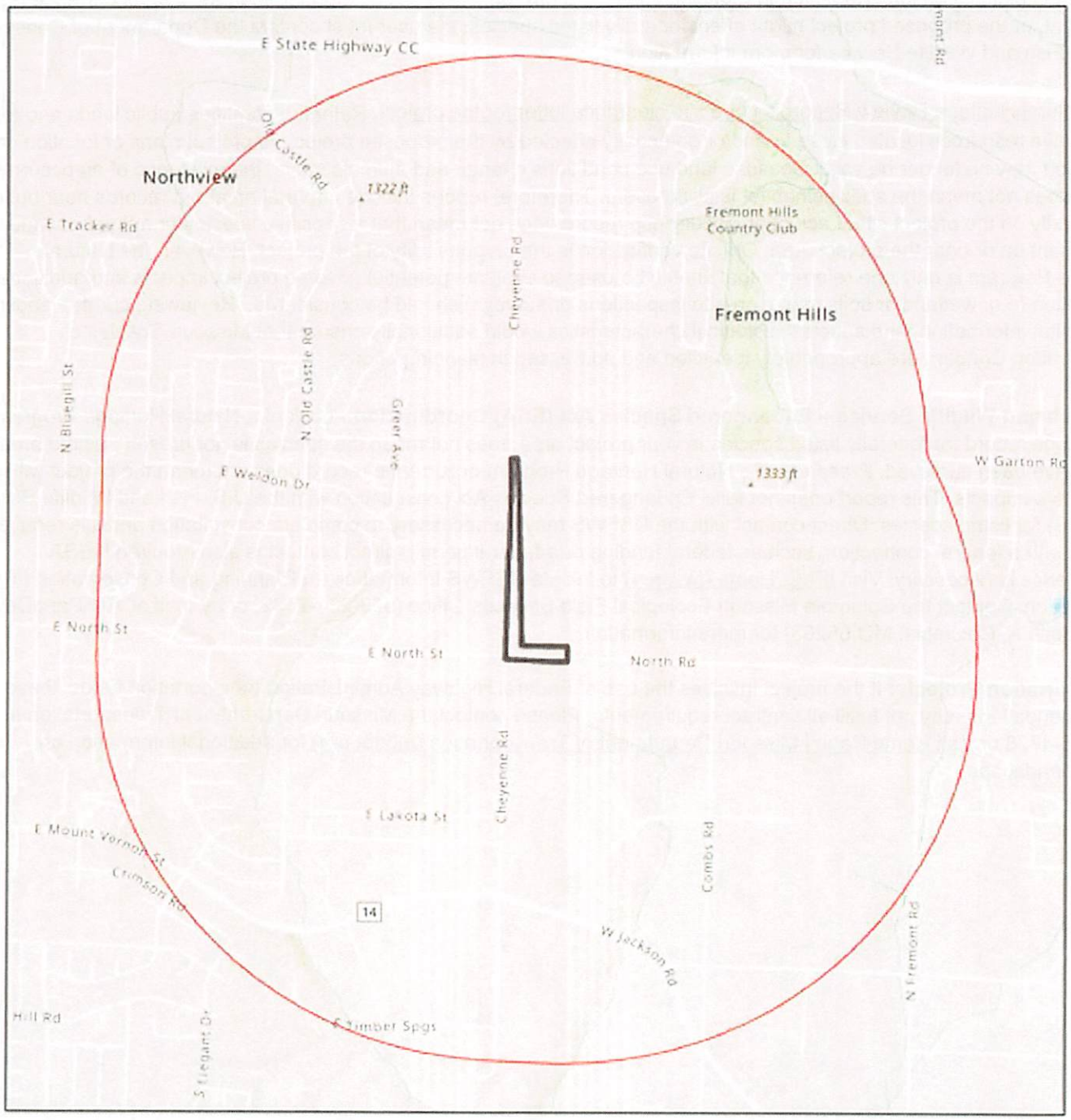
Disclaimer: This NATURAL HERITAGE REVIEW REPORT identifies if a species or natural community tracked by the Natural Heritage Program is known to occur within or near the project area submitted, and shares recommendations to avoid or minimize project impacts to sensitive species or natural habitats. Incorporating information from the Natural Heritage Program into project plans is an important step in reducing impacts to Missouri's sensitive natural resources. If an occurrence record is present, or the proposed project might affect federally listed species, the user must contact the Department of Conservation or U.S. Fish and Wildlife Service for more information.

This Natural Heritage Review Report is not a site clearance letter for the project. 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. However, the Natural Heritage Program is only one reference that should be used to evaluate potential adverse project impacts and additional information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Reviewing current landscape and habitat information, and species' biological characteristics would additionally ensure that Missouri Species of Conservation Concern are appropriately identified and addressed in planning efforts.

U.S. Fish and Wildlife Service – Endangered Species Act (ESA) Coordination: Lack of a Natural Heritage Program occurrence record for federally listed species in your project area does not mean the species is not present, as the area may never have been surveyed. Presence of a Natural Heritage Program occurrence record does not mean the project will result in negative impacts. This report does not fulfill Endangered Species Act consultation with the U.S. Fish and Wildlife Service (USFWS) for listed species. Direct contact with the USFWS may be necessary to complete consultation and it is required for actions with a federal connection, such as federal funding or a federal permit; direct contact is also required if ESA concurrence is necessary. Visit IPaC: Home (fws.gov) to initiate USFWS Information for Planning and Conservation (IPaC) consultation. Contact the Columbia Missouri Ecological Field Services Office (573-234-2132, or by mail at 101 Park Deville Drive, Suite A, Columbia, MO 65203) for more information.

Transportation Projects: If the project involves the use of Federal Highway Administration transportation funds, these recommendations may not fulfill all contract requirements. Please contact the Missouri Department of Transportation at 573-526-4778 or visit Home Page | Missouri Department of Transportation (modot.org) for additional information on recommendations.

Cheyenne Road Trail TAP-9901(860)



February 1, 2024

1:21,822

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0 0.3 0.6 1.2 km

Buffered Project Boundary

Project Boundary

Missouri Dept. of Conservation, Missouri DNR, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA

Species or Communities of Conservation Concern within the Area:

There are records of species listed under the Federal Endangered Species Act, and possibly also records for species listed Endangered by the state, or Missouri Species and/or Natural Communities of Conservation Concern within or near the defined Project Area. Please contact the U.S. Fish and Wildlife Service and the Missouri Department of Conservation for further coordination.

Email (preferred): NaturalHeritageReview@mdc.mo.gov
MDC Natural Heritage Review
Science Branch
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182

U.S. Fish and Wildlife Service
Ecological Service
101 Park Deville Drive
Suite A
Columbia, MO
65203-0007
Phone: 573-234-2132

Other Special Search Results:

No results have been identified for this project location.

Project Type Recommendations:

Transportation -Other: projects typically change the plants and animals that live on the right-of-way or in the vicinity. Minimize erosion and sedimentation/runoff to nearby streams and lakes by carefully adhering to any Clean Water Act permit conditions; and include design elements to manage stormwater so that present water discharge rates from the site to streams during heavy rain events are not increased. Revegetation of disturbed areas is recommended to minimize erosion, as is restoration with native plant species compatible with the local landscape and wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crown vetch and sericea lespedeza.

Maintenance of ground cover in utility corridors can have significant implications for sensitive resources. Native plant species typically require low maintenance over the long term, and provide more benefits to native wildlife. Use silt fences and/or vegetative filter strips to buffer streams and drainages, and monitor those after rain events and until a well-rooted ground cover is reestablished. Please see Best Management Practices for Construction and Development Projects Affecting Missouri Rivers and Streams (mo.gov) for projects near waterways.

Project Location and/or Species Recommendations:

Endangered Species Act Coordination - If this project has the potential to alter habitat (e.g. tree removal, projects in karst habitat) or cause direct mortality of bats, please coordinate directly with 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 Ecological Services) for further coordination under the Endangered Species Act. Indiana bats *(Myotis sodalis*, federal- and state-listed endangered) and **Northern long-eared bats** (*Myotis septentrionalis,* federal-listed threatened) may occur near the project area. Both of these species of bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in wooded areas, often riparian forests and upland forests near perennial streams. 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 Indiana bats or Northern long-eared bats, especially from September to April.

Gray Bat: The submitted project location is within the range of the Gray Myotis (i.e., Gray Bat) in Missouri. Depending on habitat conditions of your project's location, Gray Myotis (*Myotis grisescens*, federal and state-listed endangered) could occur within the project area, as they forage over streams, rivers, lakes, and reservoirs. Avoid entry or disturbance of any cave inhabited by Gray Myotis and when possible retain forest vegetation along the stream and from the cave opening to the stream. Please see Best Management Practices for Construction and Development Projects Gray bat (mo.gov).

Karst: This county has known karst geologic features (e.g., caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are Species of Conservation Concern) are influenced by changes to water quality; please check your project site for any karst features and make every effort to protect groundwater in the project area. Additional information and specific recommendations are available at Management Recommendations for Construction and Development Projects Affecting Missouri Karst Habitat (mo.gov).

Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment. Please inspect and clean equipment thoroughly before moving between project sites. See Managing Invasive Species in Your Community | Missouri Department of Conservation (mo.gov) for more information.

- Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
- Drain water from boats and machinery that have 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 car wash sites), and dry in the hot sun before using again.

Streams and Wetlands – Clean Water Act Permits: Streams and wetlands in the project area should be protected from activities that degrade habitat conditions. For example, soil erosion, water pollution, placement of fill, dredging, in-stream activities, and riparian corridor removal, can modify or diminish aquatic habitats. Streams and wetlands may be protected under the Clean Water Act and require a permit for any activities that result in fill or other modifications to the site. Conditions provided within the U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 permit (Kansas City District Regulatory Branch (army.mil)) and the Missouri Department of Natural Resources (DNR) issued Clean Water Act Section 401 Water Quality Certification (Section 401 Water Quality Certification | Missouri Department of Natural Resources (mo.gov)), if required, should help minimize impacts to the aquatic organisms and aquatic habitat within the area. Depending on your project type, additional permits may be required by the Missouri Department of Natural Resources, such as permits for stormwater, wastewater treatment facilities, and confined animal feeding operations. Visit Wastewater Permits | Missouri Department of Natural Resources (mo.gov) for more information on DNR permits. Visit both the USACE and DNR for more information on Clean Water Act permitting.

For further coordination with the Missouri Department of Conservation and the U.S. Fish and Wildlife Services, please see the contact information below:

Email (preferred): NaturalHeritageReview@mdc.mo.gov
MDC Natural Heritage Review
Science Branch
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182

U.S. Fish and Wildlife Service
Ecological Service
101 Park Deville Drive
Suite A
Columbia, MO
65203-0007
Phone: 573-234-2132

Miscellaneous Information

FEDERAL Concerns are species/habitats protected under the Federal Endangered Species Act and that have been known near enough to the project site to warrant consideration. For these, project managers must contact the U.S. Fish and Wildlife Service Ecological Services (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132; Fax 573-234-2181) for consultation.

STATE Concerns are species/habitats known to exist near enough to the project site to warrant concern and that are protected under the Wildlife Code of Missouri (RSMo 3 CSR 1 0). "State Endangered Status" is determined by the Missouri Conservation Commission under constitutional authority, with requirements expressed in the Missouri Wildlife Code, rule 3CSR 1 0-4.111. Species tracked by the Natural Heritage Program have a "State Rank" which is a numeric rank of relative rarity. Species tracked by this program and all native Missouri wildlife are protected under rule 3CSR 10-4.110 General Provisions of the Wildlife Code.

See Missouri Species and Communities of Conservation Concern Checklist (mo.gov) for a complete list of species and communities of conservation concern. Detailed information about the animals and some plants mentioned may be accessed at Mofwis Search Results. Please contact the Missouri Department of Conservation to request printed copies of any materials linked in this document.

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: 07/05/2024 13:49:41 UTC
Project Code: 2024-0043672
Project Name: TAP-9901(860) Cheyenne Road Trail

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.*).

Threatened and Endangered Species

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 may be affected by your proposed project. The species list fulfills the requirement for obtaining a Technical Assistance Letter from 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. **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.** 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 the IPaC system by completing the same process used to receive the enclosed list.

Consultation Technical Assistance

Refer to the Midwest Region S7 Technical Assistance website for step-by-step instructions for making species determinations and for specific guidance on the following types of projects:

projects in developed areas, HUD, pipelines, buried utilities, telecommunications, and requests for a Conditional Letter of Map Revision (CLOMR) from FEMA.

Federally Listed Bat Species

Indiana bats, gray bats, and northern long-eared bats occur throughout Missouri and the information below may help in determining if your project may affect these species.

Gray bats - Gray bats roost in caves or mines year-round and use water features and forested riparian corridors for foraging and travel. If your project will impact caves, mines, associated riparian areas, or will involve tree removal around these features – particularly within stream corridors, riparian areas, or associated upland woodlots –gray bats could be affected.
Indiana and northern long-eared bats - These species hibernate in caves or mines only during the winter. In Missouri the hibernation season is considered to be November 1 to March 31. During the active season in Missouri (April 1 to October 31) they roost in forest and woodland habitats. Suitable summer habitat for Indiana bats and northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥5 inches diameter at breast height (dbh) for Indiana bat, and ≥3 inches dbh for northern long-eared bat, that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Tree species often include, but are not limited to, shellbark or shagbark hickory, white oak, cottonwood, and maple. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. Northern long-eared bats have also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat and evaluated for use by bats. If your project will impact caves or mines or will involve clearing forest or woodland habitat containing suitable roosting habitat, Indiana bats or northern long-eared bats could be affected.
Examples of unsuitable habitat include:

- Individual trees that are greater than 1,000 feet from forested or wooded areas;
- Trees found in highly-developed urban areas (e.g., street trees, downtown areas);
- A pure stand of less than 3-inch dbh trees that are not mixed with larger trees; and
- A stand of eastern red cedar shrubby vegetation with no potential roost trees.

Using the IPaC Official Species List to Make No Effect and May Affect Determinations for Listed Species

1. If IPaC returns a result of "There are no listed species found within the vicinity of the project," then project proponents can conclude the proposed activities will have **no effect** on any federally listed species under Service jurisdiction. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example "No Effect" document also can be found on the S7 Technical Assistance website.

2. If IPaC returns one or more federally listed, proposed, or candidate species as potentially present in the action area of the proposed project – other than bats (see #3 below) – then project proponents can conclude the proposed activities **may affect** those species. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain Life History Information for Listed and Candidate Species through the Species website.
3. If IPac returns a result that one or more federally listed bat species (Indiana bat, northern long-eared bat, or gray bat) are potentially present in the action area of the proposed project, project proponents can conclude the proposed activities **may affect** these bat species **IF** one or more of the following activities are proposed:
    a. Clearing or disturbing suitable roosting habitat, as defined above, at any time of year;
    b. Any activity in or near the entrance to a cave or mine;
    c. Mining, deep excavation, or underground work within 0.25 miles of a cave or mine;
    d. Construction of one or more wind turbines; or
    e. Demolition or reconstruction of human-made structures that are known to be used by bats based on observations of roosting bats, bats emerging at dusk, or guano deposits or stains.

If none of the above activities are proposed, project proponents can conclude the proposed activities will have **no effect** on listed bat species. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example "No Effect" document also can be found on the S7 Technical Assistance website.
If any of the above activities are proposed in areas where one or more bat species may be present, project proponents can conclude the proposed activities **may affect** one or more bat species. We recommend coordinating with the Service as early as possible during project planning. If your project will involve removal of over 5 acres of suitable forest or woodland habitat, we recommend you complete a Summer Habitat Assessment prior to contacting our office to expedite the consultation process. The Summer Habitat Assessment Form is available in Appendix A of the most recent version of the Range-wide Indiana Bat Summer Survey Guidelines.

Other Trust Resources and Activities

Bald and Golden Eagles - Although the bald eagle has been removed from the endangered species list, this species and the golden eagle are protected by the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. Should bald or golden eagles occur within or near the project area please contact our office for further coordination. For communication and wind energy projects, please refer to additional guidelines below.

Migratory Birds - The Migratory Bird Treaty Act (MBTA) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Service. The Service has the responsibility under the MBTA

to proactively prevent the mortality of migratory birds whenever possible and we encourage implementation of recommendations that minimize potential impacts to migratory birds. Such measures include clearing forested habitat outside the nesting season (generally March 1 to August 31) or conducting nest surveys prior to clearing to avoid injury to eggs or nestlings.

Communication Towers - Construction of new communications towers (including radio, television, cellular, and microwave) creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds. However, the Service has developed voluntary guidelines for minimizing impacts.

Transmission Lines - Migratory birds, especially large species with long wingspans, heavy bodies, and poor maneuverability can also collide with power lines. In addition, mortality can occur when birds, particularly hawks, eagles, kites, falcons, and owls, attempt to perch on uninsulated or unguarded power poles. To minimize these risks, please refer to guidelines developed by the Avian Power Line Interaction Committee and the Service. Implementation of these measures is especially important along sections of lines adjacent to wetlands or other areas that support large numbers of raptors and migratory birds.

Wind Energy - To minimize impacts to migratory birds and bats, wind energy projects should follow the Service's Wind Energy Guidelines. In addition, please refer to the Service's Eagle Conservation Plan Guidance, which provides guidance for conserving bald and golden eagles in the course of siting, constructing, and operating wind energy facilities.

Next Steps

Should you determine that project activities **may affect** any federally listed species or trust resources described herein, please contact our office for further coordination. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

If you have not already done so, please contact the Missouri Department of Conservation (Policy Coordination, P. O. Box 180, Jefferson City, MO 65102) for information concerning Missouri Natural Communities and Species of Conservation Concern.
We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

John Weber

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:

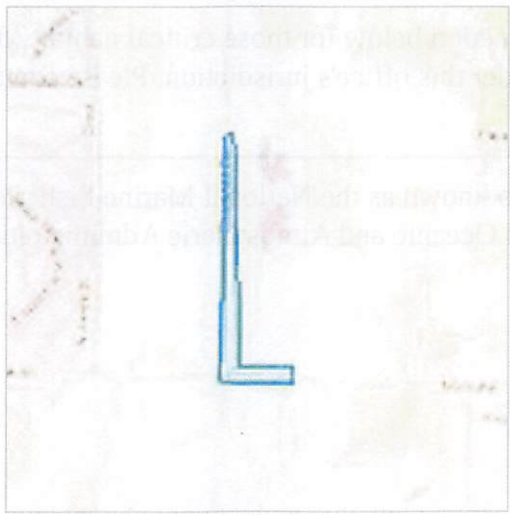
Missouri Ecological Services Field Office
101 Park Deville Drive
Suite A
Columbia, MO 65203-0057
(573) 234-2132

PROJECT SUMMARY

Project Code: 2024-0043672
Project Name: TAP-9901(860) Cheyenne Road Trail
Project Type: Recreation - New Construction
Project Description: Construction of multi-use path along North Street and Cheyenne Road between Cheyenne Valley Road and High Pointe Elementary School in Nixa, Christian County, Missouri.

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@37.05155515,-93.26479560887478,14z



Counties: Christian County, Missouri

ENDANGERED SPECIES ACT SPECIES

There is a total of 8 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. Note that 1 of these species should be considered only under certain conditions.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], 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. NOAA Fisheries, 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 *Myotis grisescens* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6329	Endangered
Indiana Bat *Myotis sodalis* There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949 General project design guidelines: https://ipac.ecosphere.fws.gov/project/OCJKI754YNELVJ6TJWMYV5GLQA/documents/generated/7280.pdf	Endangered
Northern Long-eared Bat *Myotis septentrionalis* No critical habitat has been designated for this species. This species only needs to be considered under the following conditions: ▪ This species only needs to be considered if the project includes wind turbine operations. Species profile: https://ecos.fws.gov/ecp/species/9045 General project design guidelines: https://ipac.ecosphere.fws.gov/project/OCJKI754YNELVJ6TJWMYV5GLQA/documents/generated/7280.pdf	Endangered
Tricolored Bat *Perimyotis subflavus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10515	Proposed Endangered

REPTILES

NAME	STATUS
Alligator Snapping Turtle *Macrochelys temminckii* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/4658	Proposed Threatened

FISHES

NAME	STATUS
Ozark Cavefish *Amblyopsis rosae* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6490	Threatened

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

FLOWERING PLANTS

NAME	STATUS
Virginia Sneezeweed *Helenium virginicum*	Threatened

No critical habitat has been designated for this species.
Species profile: https://ecos.fws.gov/ecp/species/6297

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: Olsson
Name: Mark Sowers
Address: 7301 W 133rd St #200
City: Overland Park
State: KS
Zip: 66213
Email msowers@olsson.com
Phone: 9133811170

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Highway Administration

SECTION 11

Historic Preservation Documentation

Section 106 of the 1966 National Historic Preservation Act (as amended) aims to protect historic and cultural properties from unintentional federal action. A federal action can be through a permit, license or funding. If the preceding situations do not apply to this project a Section 106 review is not required. The permittee must still comply with relevant state and local regulations.

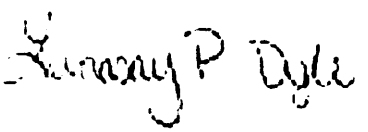
Cultural Resources Survey of the Cheyenne Road Trail Project, Christian County, Missouri

Project #: TAP-9901(860)

Authored by:
Stephen Dyle and Lindsay P. Dyle

Stone Point Services, LLC
11827 County Road 41
Tyler, TX 75706

Submitted to:
Olsson
550 St. Louis St.
Springfield, MO 65806



Lindsay P. Dyle
Principal Investigator

Stone Point Services, Project No. SPS24C0277

October 3, 2024

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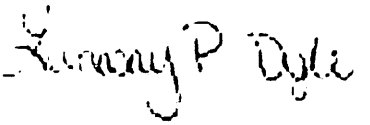

Lindsay P. Dyle
Principal Investigator

Stone Point Services, Project No. SPS24C0277

October 3, 2024

Executive Summary

Stone Point Services completed a cultural resources survey for the approximately 0.68-hectare (1.60-acre) Cheyenne Road Trail project (see Appendix A for project plans) in Christian County, Missouri (approximate center of project area located at: latitude 37.052436°, longitude -093.264811°). Olsson proposes to construct a linear multi-use path from Cheyenne Valley Road to High Pointe Elementary School near the city of Nixa, Missouri. The multi-use path will be located along the east side of Cheyenne Road and the north side of North Road before crossing North Road to join an existing multi-use path along Cheyenne Valley Road. The project consists of an approximately 0.68-hectare (1.60-acre) linear construction footprint, including all temporary and permanent easements.

Field investigations were completed by Secretary of the Interior (SOI)-qualified archaeologist, Stephen Dyle, M.S., RPA, on September 30, October 1, and October 2 of 2024. SOI-qualified archaeologist, Lindsay Dyle, M.S., RPA, served as Principal Investigator and completed all research. A total of 67 shovel tests were attempted (65 excavated, 2 attempted) within the archaeological survey area and exposed surfaces were inspected for surficial artifact deposits. Deep testing was deemed unnecessary due to the presence of shallow soils mapped throughout the survey area. This archaeological survey identified no historic or archaeological resources within the survey area. During the architectural investigation, no Architectural Resources (ARs) 45 years of age or greater were identified within the 50-foot architectural buffer. However, four properties containing ARs that are less than 45 years of age were identified. National Register of Historic Places (NRHP) evaluations of these resources are not required due to modern-age construction.

We therefore recommend **"No Historic Properties Located"** within the Cheyenne Road Trail project.

Late Discovery Protocol

In the event of an inadvertent discovery of human remains and/or archeological cultural deposits, all project activity near the location will cease immediately until proper notification of consulting parties has occurred and mitigative measures have been determined and implemented.

Acknowledgements

We would like to thank Olsson for providing us the necessary data to complete the project. Lindsay Dyle served as Principal Investigator and completed all research. Stephen Dyle served as Field Archaeologist. Katherine McMakin, Jill Jodie, and Danny Lewis served as GIS Specialists for Stone Point Services.

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Chapter 1: Introduction

Stone Point Services completed a cultural resources survey for the approximately 0.68-hectare (1.60-acre) Cheyenne Road Trail project (see Appendix A for project plans) in Christian County, Missouri (approximate center of project area located at: latitude 37.052436°, longitude -093.264811°) (Figures 1-3). Olsson proposes to construct a linear multi-use path from Cheyenne Valley Road to High Pointe Elementary School near the city of Nixa, Missouri. The multi-use path will be located along the east side of Cheyenne Road and the north side of North Road before crossing North Road to join an existing multi-use path along Cheyenne Valley Road. The project consists of an approximately 0.68-hectare (1.60-acre) linear construction footprint, including all temporary and permanent easements.

The survey area is located on a ridgetop and slope approximately 322-meters (1,056-feet) east, southeast of the headwaters of Spout Spring Hollow Creek. Historic aerial images and topographic maps show no historic occupation within the survey area. The negative results of the intensive archaeological survey suggest a low potential for both pre-contact and historical cultural resources.

Field investigations were completed by Secretary of the Interior (SOI)-qualified archaeologist, Stephen Dyle, M.S., RPA, on September 30, October 1, and October 2 of 2024. SOI-qualified archaeologist, Lindsay Dyle, M.S., RPA, served as Principal Investigator and completed all research. A total of 67 shovel tests were attempted (65 excavated, 2 attempted) within the archaeological survey area and exposed surfaces were inspected for surficial artifact deposits. Deep testing was deemed unnecessary due to the presence of shallow soils mapped throughout the survey area. This archaeological survey identified no historic or archaeological resources within the survey area. During the architectural investigation, no Architectural Resources (ARs) 45 years of age or greater were identified within the 50-foot architectural buffer. However, four properties containing ARs that are less than 45 years of age were identified. National Register of Historic Places (NRHP) evaluations of these resources are not required due to modern-age construction.

We therefore recommend "**No Historic Properties Located**" within the Cheyenne Road Trail project.

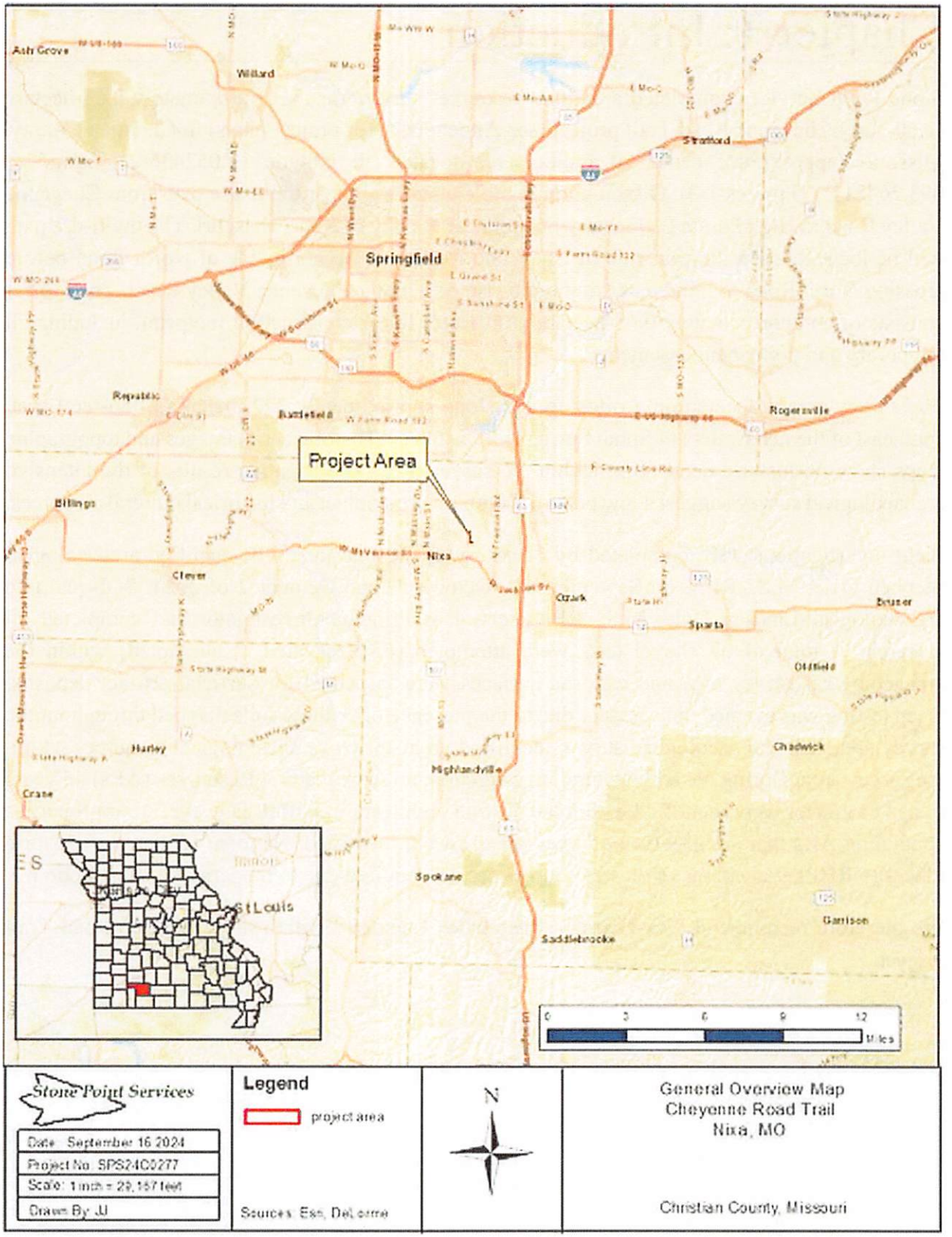

Figure 1: General location map of the project area.

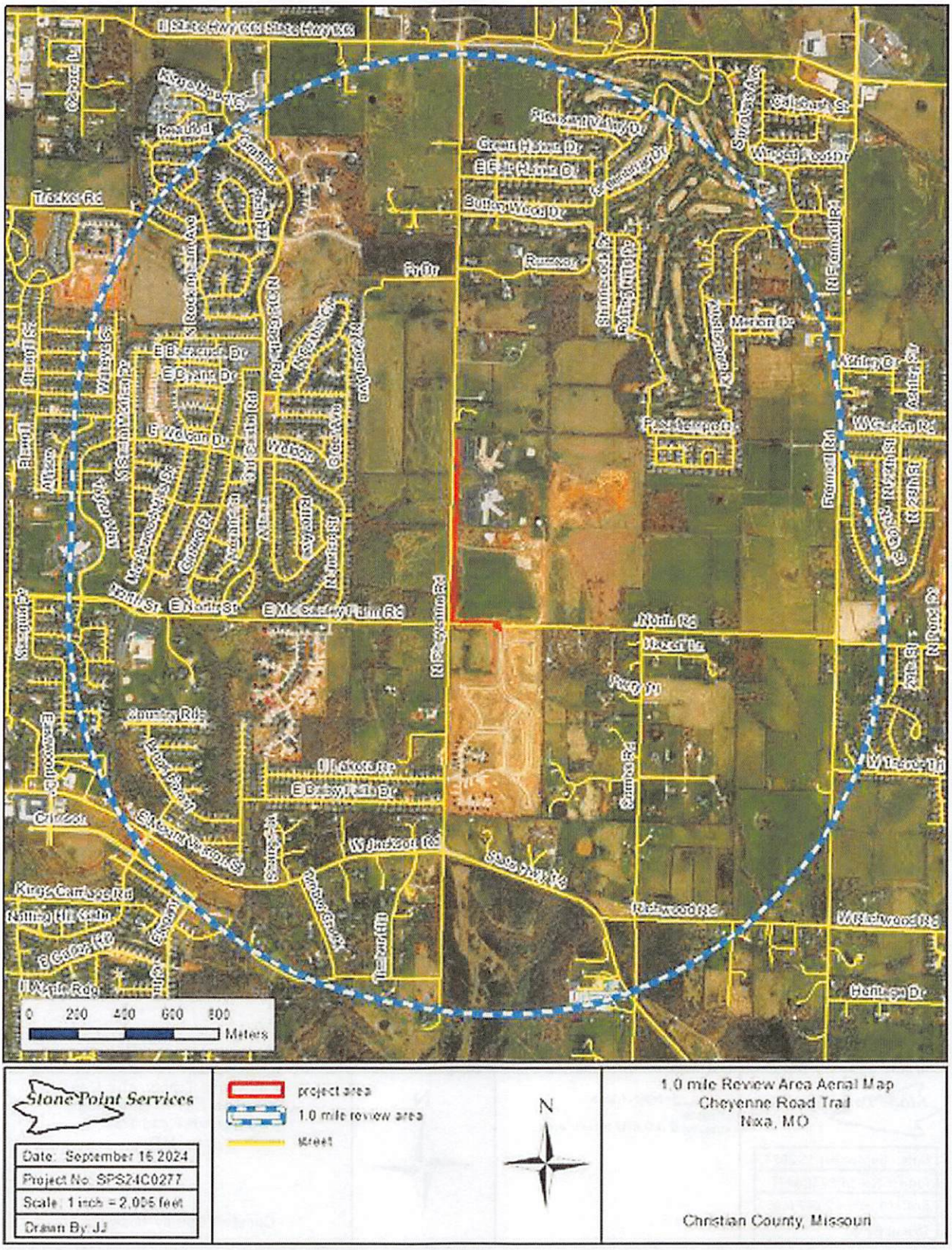

Figure 2: Aerial map showing the location of the project area and the 1-mile review area.

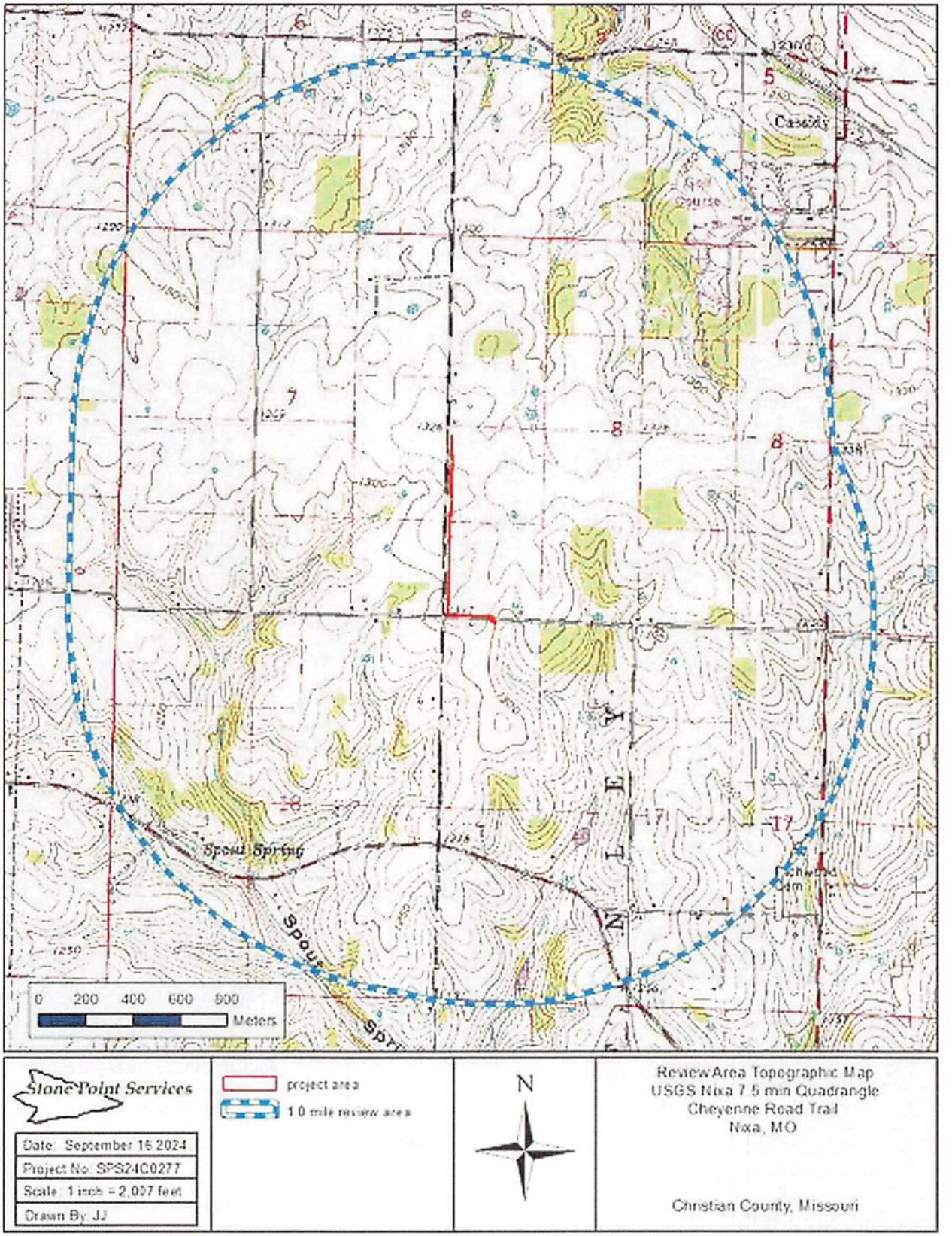

Figure 3: USGS Nixa topographic map showing the location of the project area.

Chapter 2: Natural and Cultural Setting

ENVIRONMENTAL SETTING

The survey area is located in Christian County near the city of Nixa. This portion of Christian County lies within the Springfield Plateau of the Ozark Highlands ecoregion of Missouri (US Environmental Protection Agency 2024). The survey area is located in manicured lawns and idle fields adjacent to Cheyenne Road and North Road (Figures 4-6, see Appendix D for additional photographs of the project area).

Flora and Fauna

Animals that historically may have been used for food, shelter, and clothing (or perhaps for tools) in Christian County include: bison, elk, deer, bear, panther, wolf, bobcat, beaver, otter, muskrat, mink, raccoon, opossum, skunk, fox, gray squirrel, fox squirrel, cottontail, chipmunk, turkey, quail, and passenger pigeon (Chapman 1975).

Common vegetation in the Springfield Plateau of the Ozark Highlands consists of big bluestem and Indiangrass prairies, as well as post oak, blackjack oak, white oak, and black oak forests (US Environmental Protection Agency 2024).

Geology and Soils

The survey area is located in Christian County and the US Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS), *Soil Survey of Christian County, Missouri* (USDA Natural Resources Conservation Service 2024) was used in determining soils within the survey area.

Soils noted within the survey area include Tonti silt loam, 3 to 8 percent slopes (Map Unit 70022) and Goss gravelly silt loam, 3 to 8 percent slopes (Map Unit 70008) (Figure 7) (Table 1). The Tonti series consists of very deep, moderately well drained that formed in residuum from cherty limestone. These nearly level to moderately sloping soils are on uplands. The Goss series consists of very deep, well drained soils formed in colluvium and residuum weathered from cherty limestone or cherty dolomite and some interbedded shale. These soils are on uplands. These soils typically have the following stratigraphy:

Table 1: Soils within the survey area

Soil Type	*Horizon*	*Depth*	*Color*	*Texture*
Tonti	Ap	0-8 inches	Brown (10YR 5/3)	Gravelly silt loam
	Bt1	8-14 inches	Yellowish brown (10YR 5/4)	Gravelly silt loam
	Bt2	14-20 inches	Yellowish brown (10YR 5/6)	Gravelly silty clay loam
	2Btx	20-34 inches	Light yellowish brown (10YR 6/4)	Very gravelly silt loam
	2Bt1	34-49 inches	Red (2.5YR 4/6)	Extremely gravelly clay
	3Bt1	49-72 inches	Dark red (2.5YR 3/6)	Very gravelly clay
Goss	A	0-6 inches	Dark grayish brown (10YR 4/2)	Gravelly silt loam
	E	6-19 inches	Brown (10YR 5/3)	Extremely gravelly silt loam
	2Bt1	19-28 inches	Reddish brown (5YR 4/4) and red (2.5YR 4/6)	Extremely gravelly silty clay
	2Bt2	28-43 inches	Red (2.5YR 4/6)	Gravelly silty clay
	2Bt3	43-54 inches	Red (2.5YR 4/6)	Gravelly silty clay
	2Bt4	54-63 inches	Yellowish brown (10YR 5/6)	Very gravelly silty clay
	3C	63-69 inches	Light gray (10YR 7/1)	Clay

Figure 4: General view of the construction footprint from near ST 1 facing south.

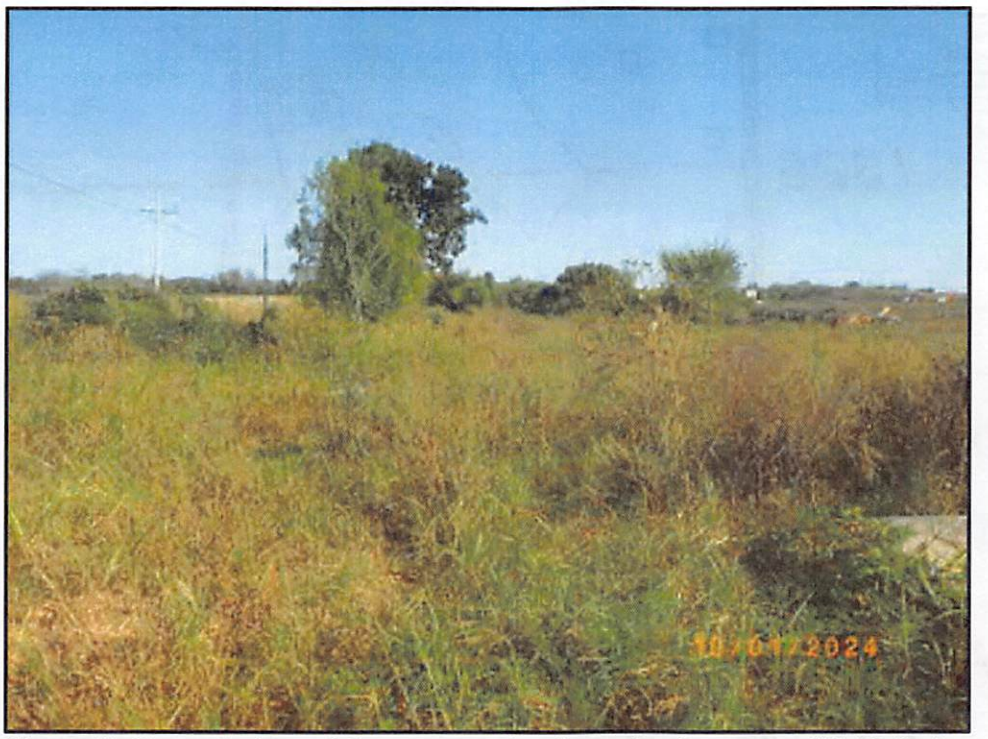

Figure 5: General view of the construction footprint from near ST 52 facing north.

Figure 6: General view of the construction footprint from near ST 67 facing northwest.

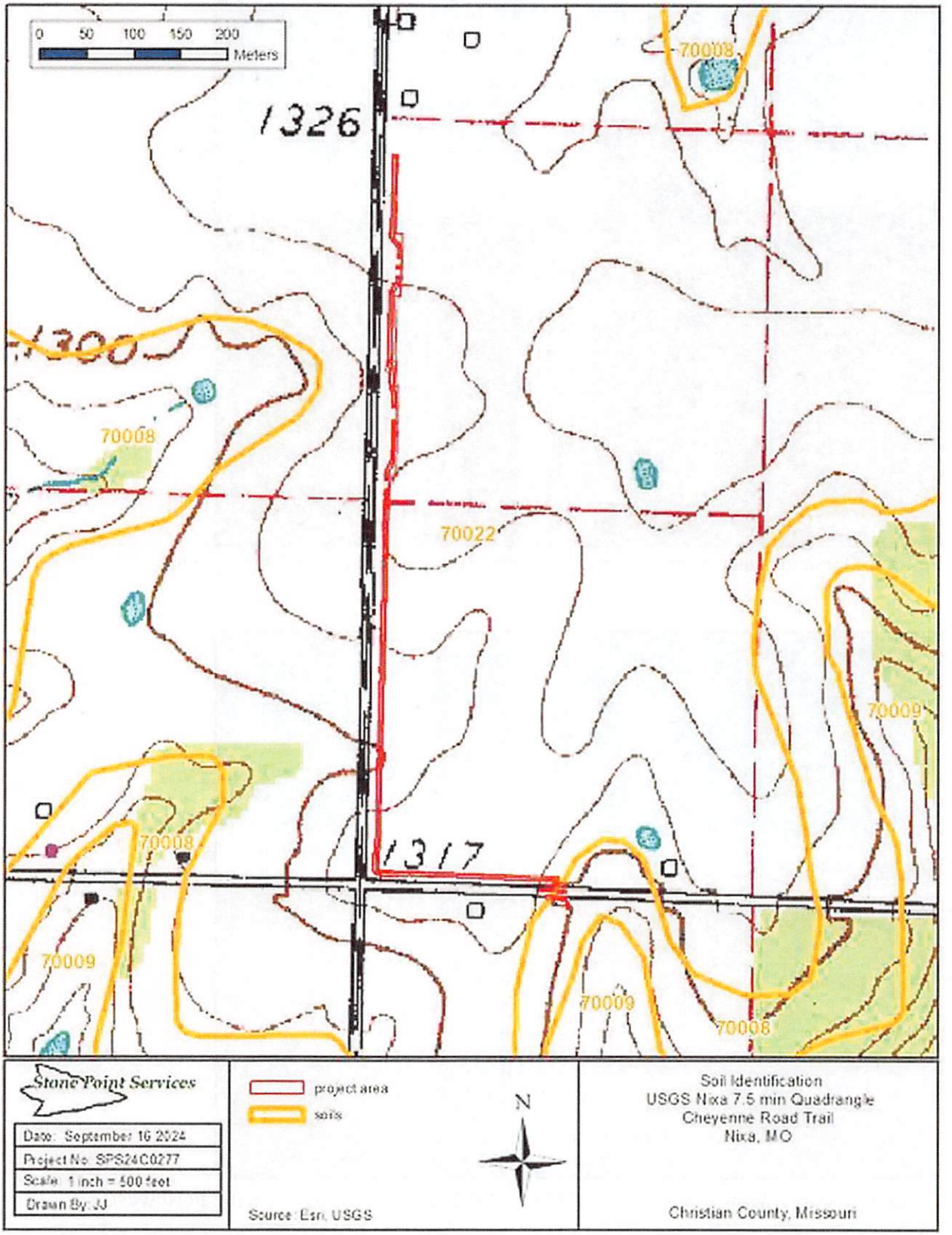

Figure 7: Map showing soil types in the project area.

Soil Discussion

The soils within the survey area are very heavily disturbed from underground utility installation (i.e., telephone, water, and power lines), construction, and bulldozing. A total of 67 shovel tests were attempted (65 excavated, 2 attempted) in the survey area, and the soils in the excavated shovel tests are somewhat consistent with the Tonti series (Figure 8, see Appendix B for detailed soil descriptions). The soils within the survey area consisted of: brown gravelly silt loam (A-horizon) over dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon); yellowish brown gravelly silty clay loam (B-horizon) over dense, impenetrable, extremely compact, and rocky red clay (B-horizon); or light yellowish brown gravelly silty clay loam (B-horizon) over dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon). Artifacts, if encountered, should be expected within the upper 20-centimeters (8-inches) of soil within the project area, which represents the Holocene deposition for this area.

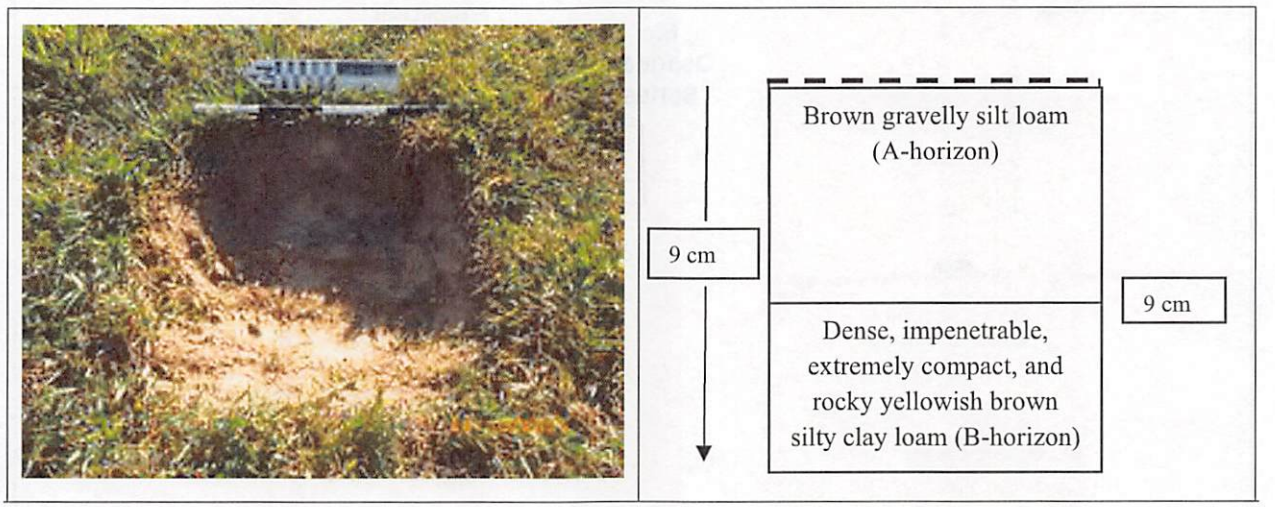

Figure 8: Representative shovel test profile.

Surface Geology

Christian County is located in the Springfield Plateau of the Ozarks physiographic province of Missouri (Missouri Department of Natural Resources 2002a). Christian County geologic formations are Ordovician, Mississippian, and Pennsylvanian in origin (Figure 8) (Missouri Department of Natural Resources 2002b) (Figure 9).

Climate and Conditions

The climate of this part of Missouri is characterized by generally cold winters (36° F) and warm summers (78° F). Precipitation averages 41-inches (104-cm) per year (US Environmental Protection Agency 2024). During the current survey, the temperatures were generally between 55-75° F with mostly sunny skies.

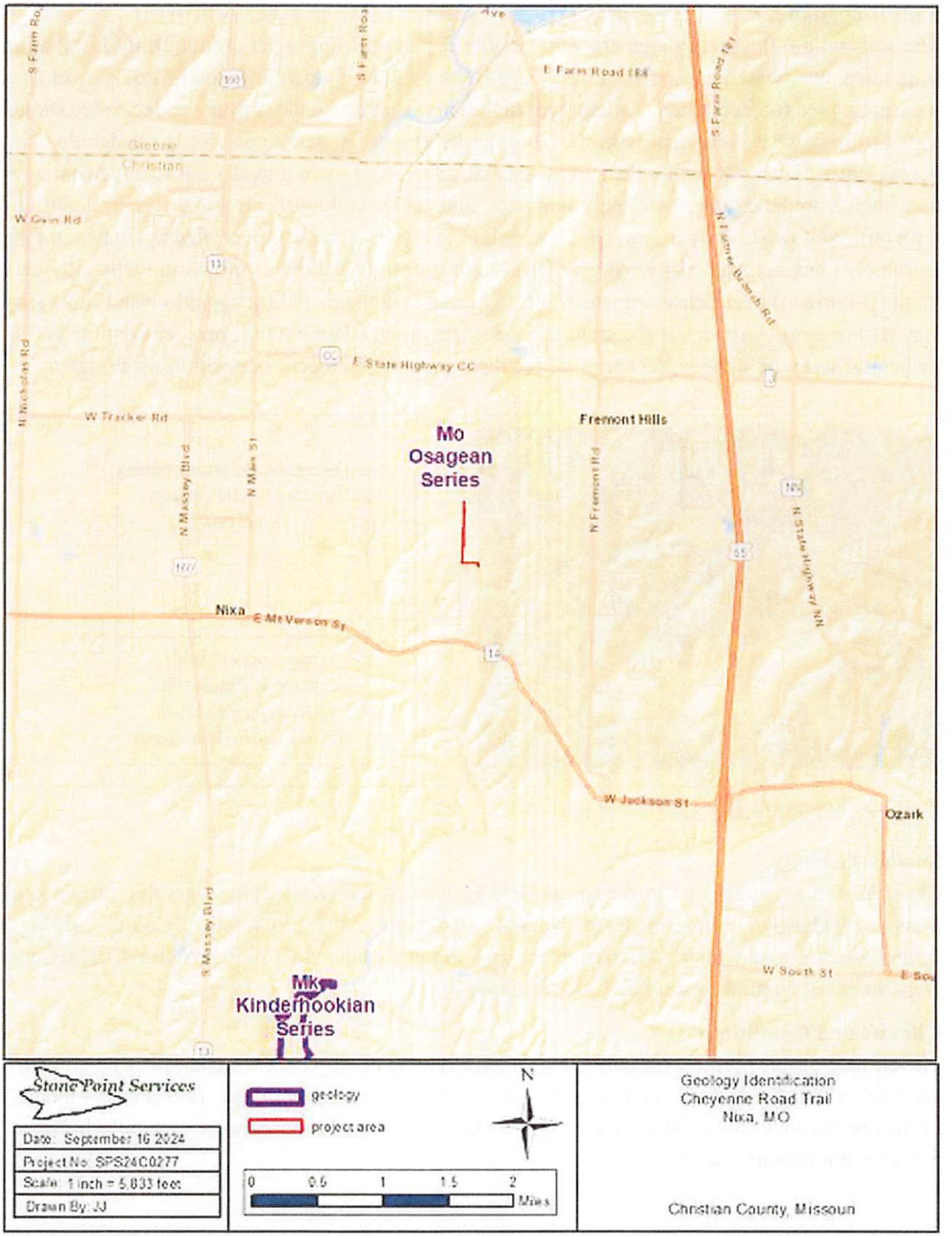

Figure 9: Geology of the project area.

CULTURAL SETTING

For a detailed overview of the pre-contact period and history of Christian County, Missouri, the reader is referred to regional reports from larger surveys with positive results that focused on this general region. Because this small survey resulted in no cultural resources being identified, the culture history section will be brief and will serve only as a very broad overview of the regional pre-contact period and history (Table 2).

Table 2: Missouri Cultural Sequence

Dates	Period
12000 – 8000 BC	Paleo-Indian
8000 – 7000 BC	Dalton
7000 – 5000 BC	Early Archaic
5000 – 3000 BC	Middle Archaic
3000 – 1000 BC	Late Archaic
1000 – 500 BC	Early Woodland
500 BC – AD 400	Middle Woodland
AD 400 – 900	Late Woodland
AD 900 – 1500	Mississippian
AD 1500 – 1750	Protohistoric
AD 1750 – present	Historic

The following information comes from Chapman (1975, 1980), O'Brien and Wood (1998), and Hunter et al. (2013).

Paleo-Indian Period (12000 - 8000 BC)

Much of the recorded evidence for the Paleo-Indian Period comes from kill/hunting sites, most of which are found in the western United States. These specialized hunters lived in small nomadic bands and adapted to their environment. Archaeological evidence suggests that major river drainages appear to have been preferred over the prairie landforms in the state and suggest that population densities were low in Missouri during this time. Projectile points from this tradition include Clovis and Plainview/Folsom.

Dalton Period (8000 - 7000 BC)

The Dalton Period is typically defined as a transition from big game hunting to a more hunting-foraging tradition (Chapman 1975). This transition was initiated by climate change. Much of the archaeological evidence for the Dalton period comes from short-term camps. Some formal tools utilized for plant food processing begin to appear during this time.

Early Archaic Period (7000 - 5000 BC)

Early Archaic Period subsistence activities focused on exploiting broader ecological resources based on the increasingly warmer, dryer climate. There was a transition to more of a hunter-gatherer lifestyle with seasonal camp sites. Subsistence activities varied with foraging of plants

and the hunting of large and small animals. Projectile points from this tradition include the Graham Cave Notched and the Hardin Barbed.

Middle Archaic Period (5000 - 3000 BC)
The Middle Archaic Period was a continuation of the Early Archaic Period, with the exception of a greater dependence upon gathering plants and hunting smaller game. Most upland and some lowland forests were displaced by prairies (O'Brien and Wood 1998). Archaeological evidence suggests sites remained semi-nomadic and seasonal (Chapman 1975). Projectile points recovered from this tradition include the Big Sandy forms. Side-notched projectile points and ground stone axes are typical lithic tools of this period in Missouri.

Late Archaic Period (3000 - 1000 BC)
There was an increase in population during the Late Archaic Period, which is represented in larger sites and numerous occupations throughout the state. Foraging and small game hunting were the main subsistence methods. Settlement patterns included villages or seasonal base camps. From these, smaller groups radiated outward in pursuit of more specialized activities. Projectile points typical of this tradition include the Sedalia Lanceolate, Smith Basil Notch, and Nebo Hill, as well as grooved axes and ground stone processing tools. Tools associated with the procuring and preparation of plant foods are well represented in the state of Missouri and include chert celts, Clear Fork gouges, manos, and three-quarter-groove axes (Chapman 1975).

Early Woodland Period (1000 - 500 BC)
Pottery begins to appear in the Early Woodland Period. In Missouri, Black Sand Incised pottery is the most common indicator of the tradition. During this tradition, subsistence methods are more horticulturally based. Burial mound construction is also present during this time period. Very little is known about the Early Woodland Period in Missouri, mostly due to the lack of archaeological evidence.

Middle Woodland Period (500 BC – AD 400)
Little is known about the Middle Woodland Period in Missouri because archaeological evidence is relatively sparse outside of a few major occupation sites in mid- and northern Missouri. Village sites, as well as the continued use of pottery, maize horticulture and burial mounds are markers of this tradition. From the little archaeological evidence recovered in Missouri, exotic objects such as effigy pipes, marine shell ornaments, copper ornaments, and decorated pottery vessels indicate a broad regional trade network.

Late Woodland Period (AD 400 – 900)
A shift towards hunting and gathering is seen in the Late Woodland Period. The archaeological evidence suggests an increase in smaller, more temporary camps. The bow and arrow also appear during this time period. A large number of Late Woodland Period sites are found across the state,

including open habitation sites and associated burial mounds. Typical diagnostic artifacts of this period include grit and limestone tempered pottery, arrow or bird points, and shallow side notched points (Scallorn, Rice Side Notched, and Stueuben). Ceramics are typically plain or cordmarked, with decoration usually limited to simple lip impressions.

During the Late Woodland Period, the Dhegiha tribes (Osage, Omaha, Ponca, Kaw) migrated up the Mississippi River Valley and settled in what is present-day St. Louis. These tribes also traveled outward from the Mississippi River Valley, following various river drainages into the interior of Missouri and Illinois.

Mississippian Period (AD 900 – 1500)
The Mississippian Period includes the rise of elaborate religious and social systems. Settlement patterns included permanent villages with evidence of many domesticated plants. The permanent villages included temples, hierarchal living quarters, and fortified towns. Multi-region trade networks and warfare were a large part of this tradition as well. This tradition is best defined in Missouri by the Steed-Kisker phase in the Kansas City area and the Cahokia occupation in the St. Louis area (Chapman 1980). Typical diagnostics from this period include small triangular projectile points and shell tempered ceramics.

At the end of the Late Woodland Period and the beginning of the Mississippian Period, large groups of the Dhegiha tribes settled at Cahokia/St. Louis. Also at the beginning of the Mississippian Period, those that would become the Omaha and Ponca tribes separated from the Osage and Kaw tribes. During the Middle Mississippian Period (AD 1200), the Kaw separated and began travelling up the Missouri River. The people who would become the Osage remained in the Cahokia/St. Louis area until AD 1300 when they began migrating to the central and western parts of Missouri.

Protohistoric Period (AD 1500 – 1750)
The Protohistoric period is marked by the arrival of new immigrant groups, including Native American tribes (Kickapoo, Delaware, Shawnee, Miami, Peoria, Potawatomies), European Americans (French, Spanish, English) and African Americans (free and slave) (Missouri Archaeological Society 2024). The earliest European exploration into Missouri was by Father Jacques Marquette and Louis Joliet in their voyage down the Mississippi River in 1673 (Foley 1999). On maps by Marquette and Joliet, the Osage are located south of the Missouri River in the general location of the Osage River.

Historic Period (AD 1750 – present)
Treaties signed in 1808 and 1825 resulted in the migration of the Osage from Missouri to Kansas, and eventually to Oklahoma. The Territory of Missouri was founded from a portion of the Territory

of Louisiana in 1812. The state's first Constitution was adopted in 1820 and President James Monroe admitted Missouri as the 24th state in the union in 1821 (McCandless 2000).

The Indian Removal Act of 1830 authorized the relocation of all eastern Indian tribes, including the Cherokee, Choctaw, Chickasaw, Muscogee (Creek), and Seminole to Indian Territory. The removal and relocation of these tribes is known as the Trail of Tears. Only the Cherokee took land routes through Missouri during the removal. During the winter of 1838-1839, the United States government removed most Cherokee Indians from their ancestral homes by force and relocated them in Indian Territory, west of Arkansas. More than 15,000 Cherokee people were forced to travel by foot, horseback, boat, and wagon across the southern United States to Indian Territory. More than 1,000 people died during the removal. The Cherokee traveled across water and land routes to reach their final destination in Oklahoma. The Water Route passes by Missouri along the Mississippi River in southeastern Missouri. The Northern Route, the Hildebrand Route, and the Benge Route are the three main land routes that cross Missouri (USDA Forest Service 2024; National Park Service 2024).

Christian County was established in 1859, becoming the 113th Missouri county. It was formed from portions of Greene, Taney, and Webster Counties. Mrs. Neaves was a landowner hesitant to lose her Greene County citizenship over the newly formed county. She agreed to join the new county only if it were named for her former Kentucky residence. Christian County has a population of approximately 62,000 people. Ozark is the county seat (Christian County, Missouri 2024)

Previous Investigations

Stone Point Services, LLC completed a Missouri archaeological site file review on September 4, 2024 for the Cheyenne Road Trail project utilizing the site files at the Missouri Archaeology Viewer online database. Five archaeological sites have been identified within 1-mile (1.6-kilometers) of the project area (Figure 10). Ten archaeological surveys have been previously conducted within 1-mile (1.6-kilometers) of the project area (Figure 11). More information can be found in the following tables.

Table 3: Archaeological sites within 1-mile of the project area

Site Number	Approximate Distance from Subject Property	Site Description	NRHP Status
CN617	0.99-miles N	Prehistoric lithic scatter	Unevaluated
CN777	0.86-miles W	Prehistoric lithic procurement	Unknown
CN775	0.87-miles W	Prehistoric lithic scatter	Unknown
CN538	0.55-miles W	Prehistoric habitation	Unevaluated
CN45	0.92-miles W	Prehistoric habitation	Unknown

Table 4: Archaeological surveys within 1-mile of the project area

Survey Number	Year	Author(s)	Title
CN-98	2005	Craig Sturdevant	Cultural Resource Investigations, Phase I Survey, City of Ozark Sewer Expansion Project, Christian County, Missouri
CN-147	2012	Chris Koenig	Phase I Cultural Resources Survey for the Intersection of Hwy 14 and Cheyenne Road in Christian County, MoDOT Job No. J8P0588B
CN-107	2006	Craig Sturdevant	Cultural Resource Investigations, T.F. Steel Ozark Supply Line Extension, Christian & Greene Counties, Missouri
CN-212*	2023	Clay Cantrell	Phase I Cultural Resource Survey for the Proposed North Street Improvement Project, STBG-9901(833), Christian County, Missouri
CN-21	1982	Burton L. Purrington	A Cultural Resources Survey and Assessment of Significance of 16 Prehistoric Sites along the Proposed Clever-Cody Kv Transmission Line in Christian and Greene Counties, Missouri: 1981
CN-48	1997	George T. Crawford	Intensive Phase I Cultural Resources Survey, Proposed City Park, City of Nixa, Christian County, Missouri
CN-18	1981	Burton L. Purrington	The Missouri Township Project: An Archaeological and Historical Resources Survey and Inventory of Sites, Township 27 North, Range 22 West, Christian County, Missouri: 1981 -- Phase III
CN-12	1979	Robert E. Cooley	The Missouri Township Project: A Cultural Resources Survey and Inventory of Archaeological and Historical Sites, Township 27 North, Range 22 West, Christian County, Missouri: 1979
CN-182	2017	Michael C. Meinkoth	Phase I Cultural Resources Survey Addendum, MoDOT Job No. J8P0588H
CN-193	2019	Sydney Stout	Cultural Resources Survey of Nixa DT-B Telecommunication Monopole Telecommunication Tower Raw Land Site

*Partially within project area

No NRHP-listed or determined eligible historic resources are located within 1-mile (1.6-kilometers) of the project area.

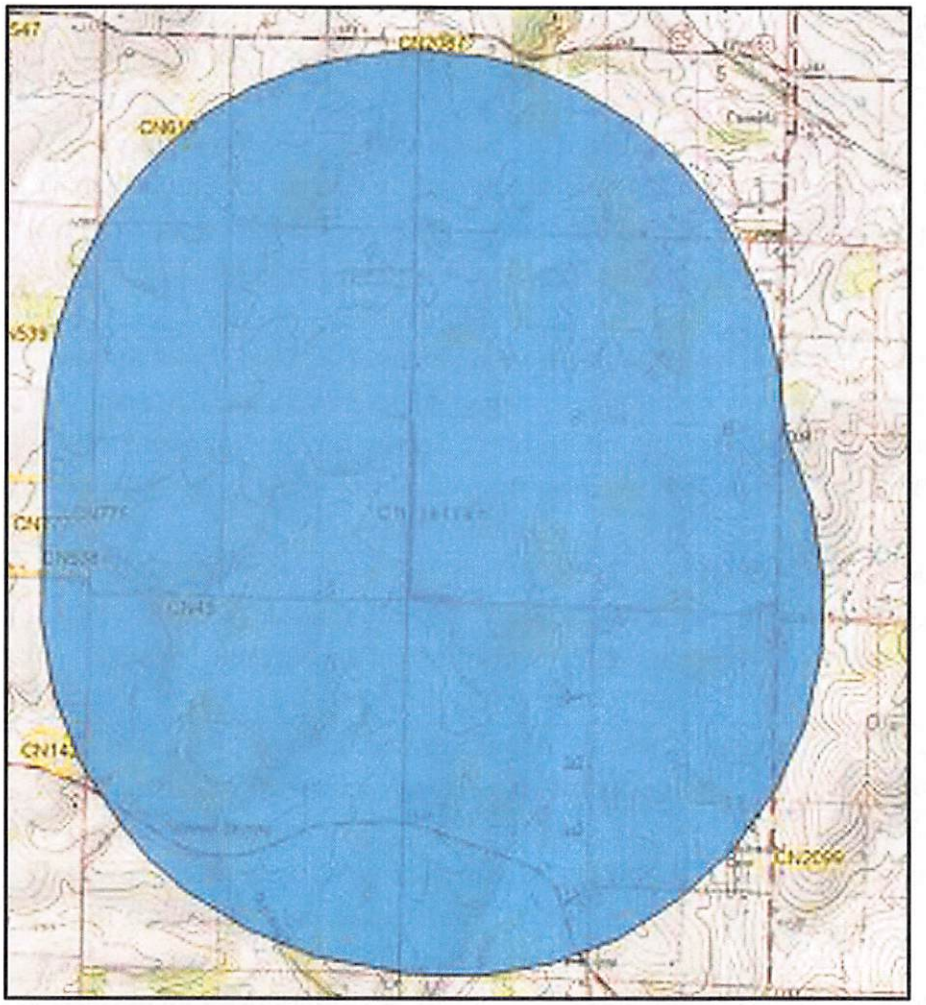

Figure 10: Sites within 1-mile of the project area.

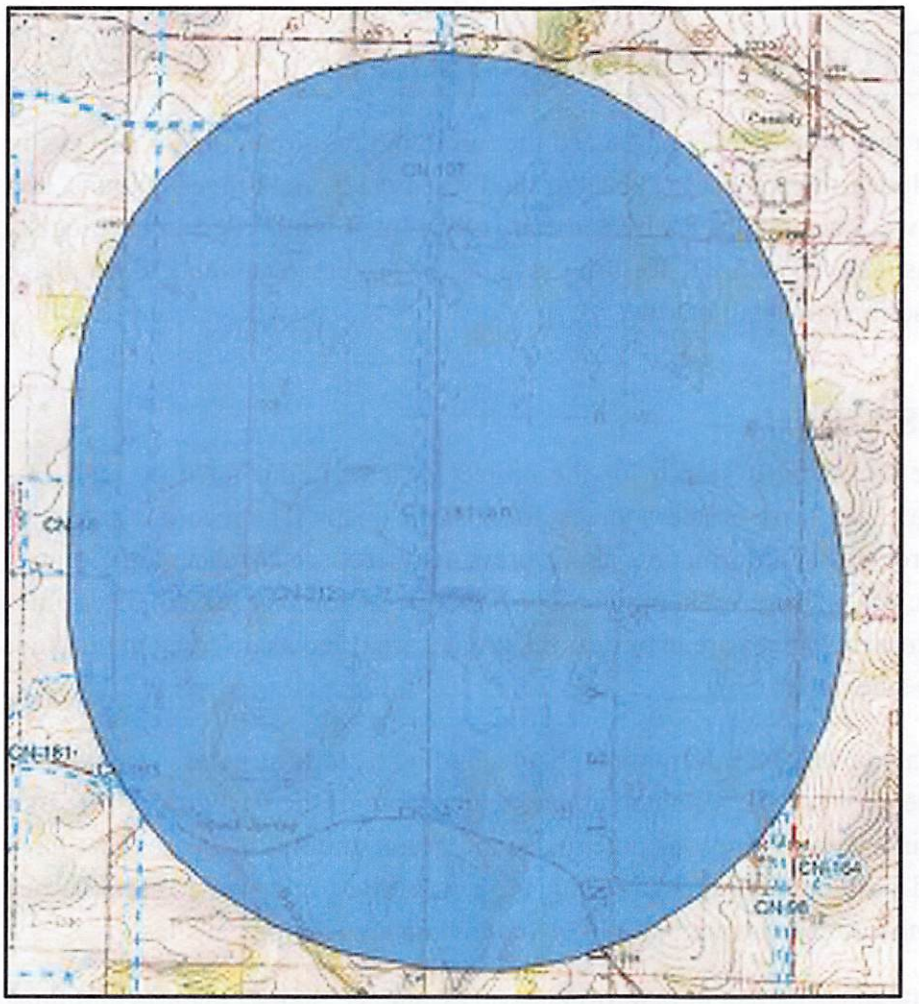

Figure 11: Surveys within 1-mile of the project area

Chapter 3: Project Methodology

The methods proposed for this project meet or exceed the minimum requirements for surveys in Missouri. This project included three phases: 1) background research, 2) field investigations, and 3) laboratory analysis. All work was conducted by Secretary of the Interior qualified archaeologists and architectural historians (see Appendix C for brief resumes of project personnel). Each phase of the investigations is described in detail below.

BACKGROUND RESEARCH

The background literature and records search for the project area was conducted through the Missouri SHPO, NRHP database, and online sources for historic maps. The records examined at the SHPO included a review of information about previously recorded archaeological and historic resources in the vicinity of the present project. The literature review was used to determine if previously recorded cultural resources are in or near the project area, and also served to provide a historical context for the study area.

The background research also included information about standing historic structures and known cemeteries located near the survey area. As noted above, the purpose of the background research is to inform the Stone Point Services crew of potentially important cultural resources that have been previously identified near the survey area. Using data from the background research, our researchers can pinpoint those areas that are more likely to contain archaeological sites.

The background research likewise helped to identify historic resources, such as historic buildings and cemeteries, which are located close to the project area. The previous investigations section in Chapter 2 outlined the results of the background research. Previous surveys near the project area were assessed and their results summarized. In addition, historic aerial photography available through various online sources, and other historic map sources were used to determine if the project area was previously used for habitation. Specific maps and photographs reviewed include: the 1955, 1959 (Figure 12), 1960, 1970, 1985, 1990, 1996, 2003, 2007, 2009, 2010, 2012, 2014, 2016, 2018, 2020, and 2022 historic aerial images; the 1960, edited 1961 (Figure 13) and 1979 USGS Nixa topographic maps; and the 1884, 1886, 1954, 1958, 1959, and 1982 USGS Springfield topographic maps. A combination of all data was used as a general background for the investigations and the resulting report.

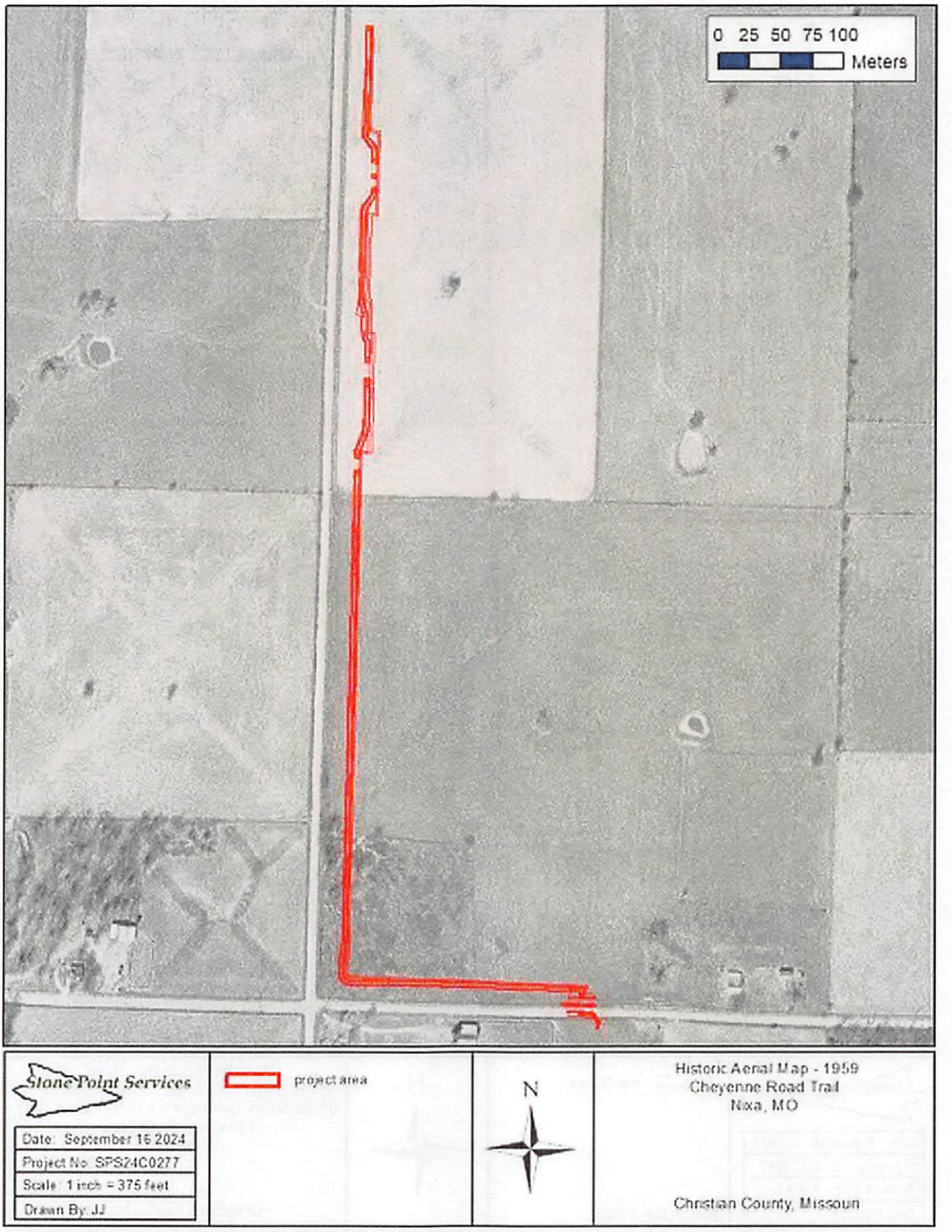

Figure 12: 1959 historic aerial image of the project area.

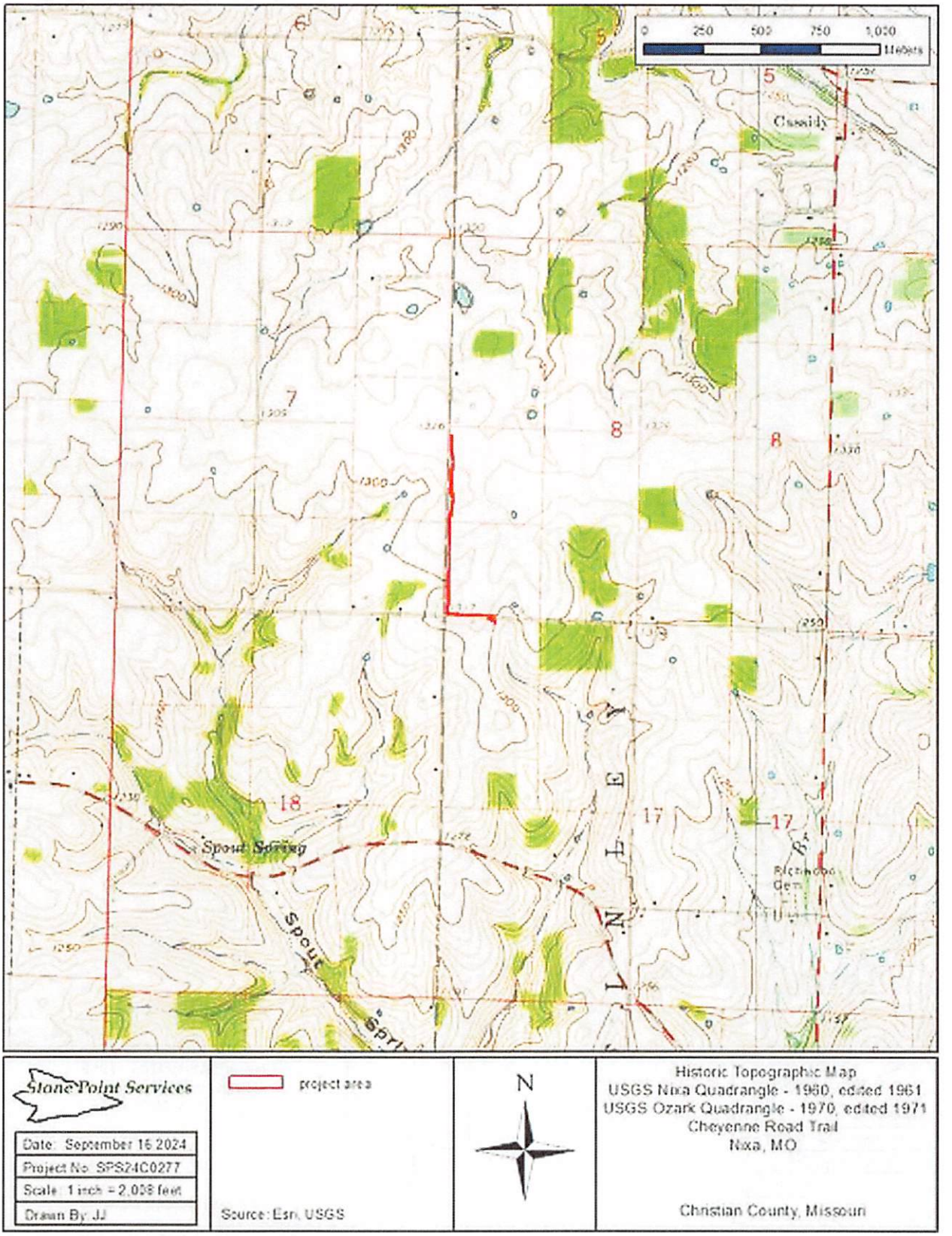

Figure 13: 1960, edited 1961 and 1970, edited 1971 historic topographic maps of the project area.

FIELD METHODS

Archaeological Field Methods

Archaeological investigation of the project area included an intensive archaeological survey using both pedestrian survey and shovel testing techniques. Pedestrian survey was used to locate quarries, cemeteries, chimneys, earthworks and other above ground features, as well as artifacts lying on the ground surface. Sixty-seven shovel tests were attempted (65 excavated, 2 attempted) within the project area (Figures 14-17). Shovel tests throughout the project area were excavated at 15-meter (50-feet) intervals.

Shovel tests measured 40-centimeters (16-inches) in diameter and were excavated into sterile subsoil (pre-Holocene deposits), at least 20-centimeters (8-inches) unless an impasse was encountered. Each shovel test was excavated in no greater than 10-centimeter (4-inches) levels to ensure that any artifacts encountered could be plotted by depth. All shovel test fill was screened through 6.35-millimeter (0.25-inch) wire mesh screen. Sites (if encountered) were to be recorded using a Trimble GPS and plotted on USGS 7.5-minute topographic maps. All features were mapped using ArcGIS 10 with standard shapefile formats. If sites or isolated finds were identified, only highly diagnostic artifacts identified during the survey were to be bagged by site or isolated find and relative provenience within each site. Each site would be delineated at reduced intervals (5-meters) and photographed with high resolution digital color images (three megapixels or higher). Sites would be documented using Missouri archaeological site forms that would be submitted to the Missouri SHPO upon conclusion of the fieldwork. The Project Archaeologist (Stephen Dyle, M.S., RPA) maintained detailed notes on survey methods, sites identified during the survey, and relevant environmental factors associated with each site.

Architectural Field Methods

Architectural investigations of the project area included a 50-foot buffer from the project area. Any built environment resources (building or structures 45 years of age or older) were photographed and assessed for NRHP eligibility, per MoDOT standards.

Figure 14: Map depicting the project area.

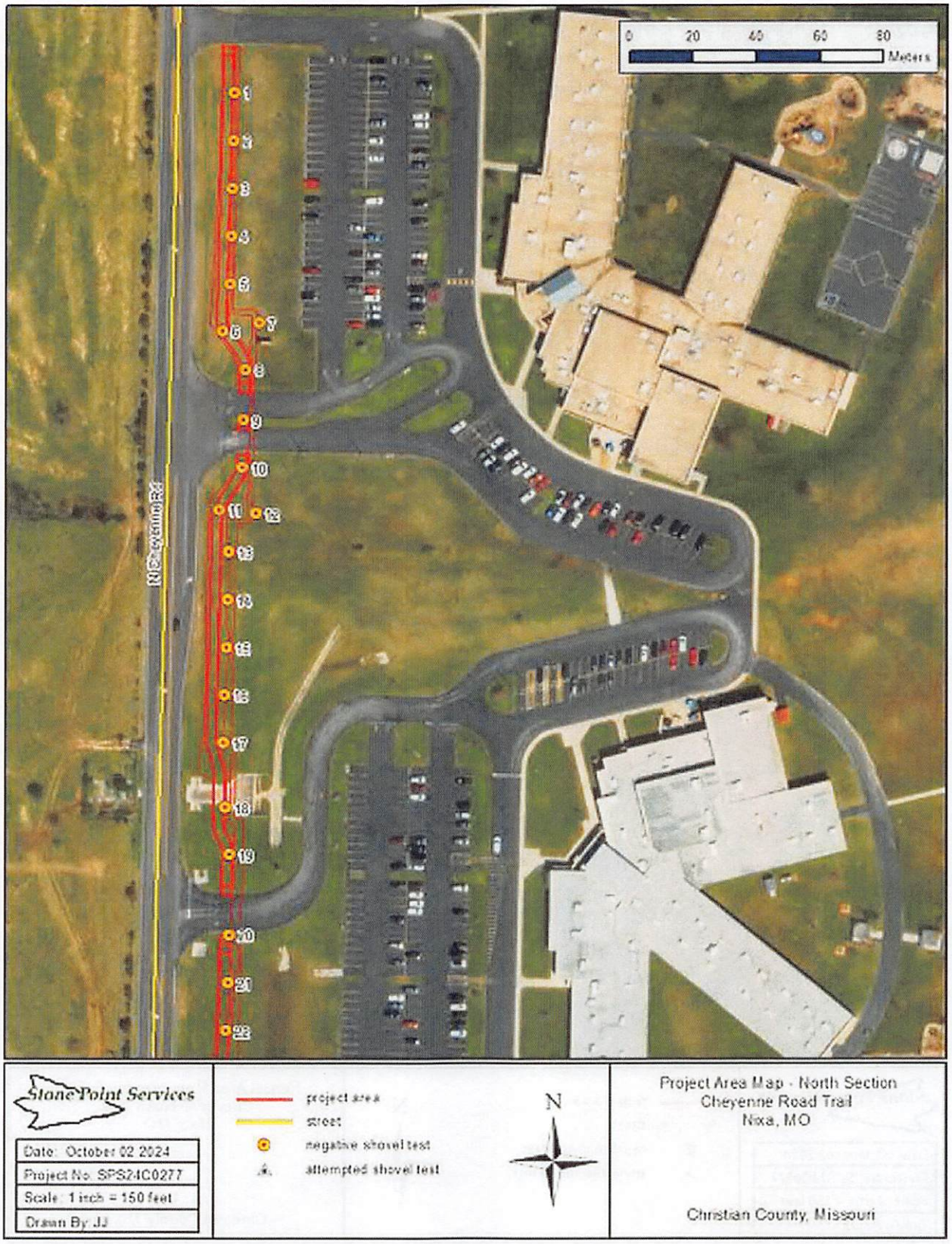

Figure 15: Map depicting shovel test locations for the project area (Map 1 of 3).

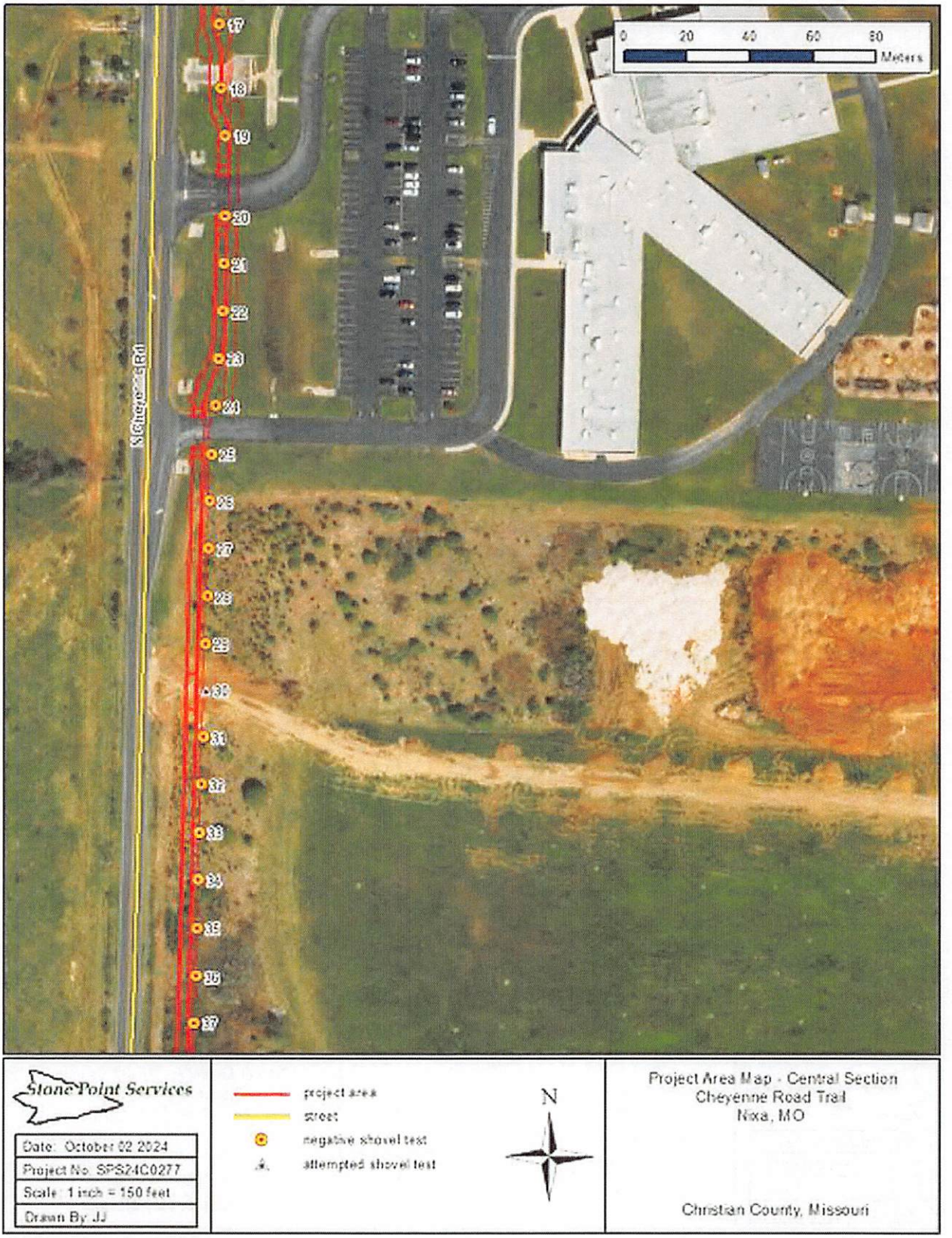

Figure 16: Map depicting shovel test locations for the project area (Map 2 of 3).

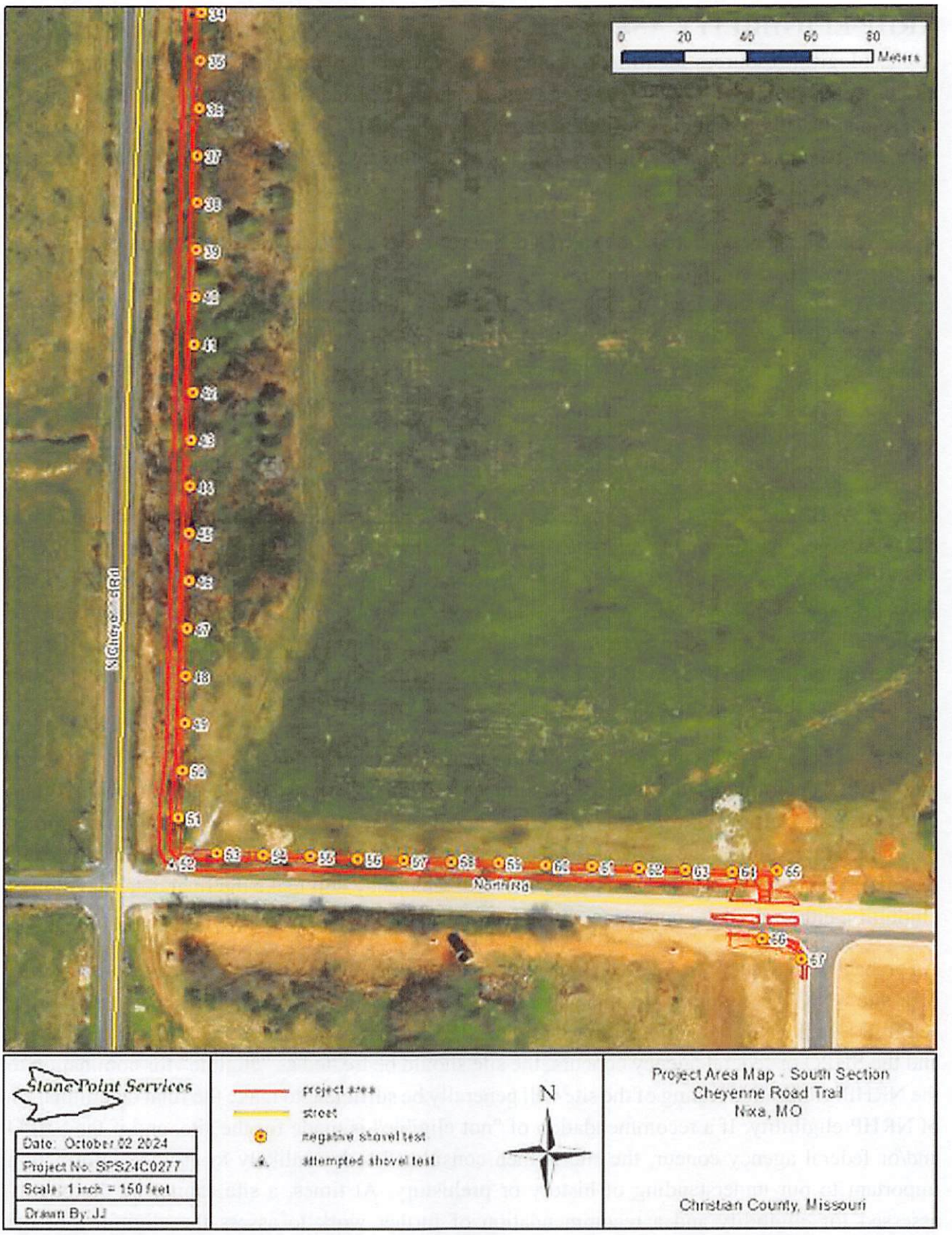

Figure 17: Map depicting shovel test locations for the project area (Map 3 of 3).

NRHP ELIGIBILITY ASSESSMENTS

Archaeological resources identified during this survey were evaluated to determine their NRHP eligibility. As per 36 CFR 60.4, four broad criteria should be used when making a NRHP eligibility determination. In order to be considered eligible for the NRHP, a resource must possess integrity (location, design, setting, materials, workmanship, feeling, association), and it must meet at least ONE of the following criteria:

A. it is associated with events that have made a significant contribution to the broad pattern of history;
B. it is associated with the lives of persons significant in the past;
C. it embodies distinctive characteristics of a type, period, or method of construction, or represents the work of a master, possesses high artistic values, or represents a significant and distinguishable entity whose components may lack individual distinction;
D. it has yielded, or is likely to yield, information important to history or prehistory.

Criteria A, B, and C are usually applied to historic structures, features, and non-archaeological resources (i.e., battlegrounds, etc.). Criterion D is most often used to determine the NRHP eligibility of archaeological resources. In most instances, an archaeological site or historic resource must be at least 50-years old when it is assessed. In some instances, especially in regard to particularly important resources (e.g., the World Trade Center Site), a structure or location may be nominated for the NRHP even if it does not meet the 50-year rule. As a general rule, any property or site greater than 50 years of age may be considered for the NRHP.

Criterion D is the most commonly applied criterion in archaeological surveying. The surveyor must try to determine if the site in question has adequate context for it to answer important questions about history or prehistory. The ultimate decision of eligibility is generally determined by the SHPO and/or the federal agency requesting the survey. The surveyor can make recommendations, but ultimately the SHPO or federal agency will make the final determination of eligibility, either through concurring with a recommendation or not.

An archaeological survey, and associated site delineation, is rarely sufficient to make a final ruling of a site's NRHP eligibility. In most cases, the archaeologist will recommend a site as either "eligible" for the NRHP or "not eligible" for the NRHP. If a recommendation of "eligible" is given, and the SHPO or federal agency concurs, the site should be treated as "eligible" for nomination to the NRHP. Additional testing of the site will generally be sufficient to make the final determination of NRHP eligibility. If a recommendation of "not eligible" is made for the site, and if the SHPO and/or federal agency concur, the site is then considered to be unlikely to provide information important to our understanding of history or prehistory. At times, a site cannot be thoroughly assessed for eligibility and a recommendation of further work to assess the eligibility of the resource or avoidance of the resource is made. In such cases, the site is treated as though it were "eligible."

Archaeologists generally look for a certain set of criteria to determine if a site possesses integrity. The most common keys in making this determination are location, setting, materials, and association. When archaeologists speak of a site being "intact" or if they mention "context" they usually are referring to whether a site has sufficient deposits that appear to be undisturbed to answer the important questions about the prehistoric and historic past that will make it potentially eligible under Criterion D. The materials (artifacts) present can aid in dating the site and assigning cultural association. If a site is associated with a specific group or period, and that association can be determined through archaeological research, then the site may retain sufficient integrity to be recommended potentially eligible for the NRHP. If a site is intact, this means that the site has retained its original location and setting and has not been disturbed. As an example, if an archaeological site has buried deposits and ample time-diagnostic artifacts for dating the site, but there is evidence of disturbance, this would call into question the reliability of any data recovered from the site. As such, a site may be recommended not eligible for the NRHP if it is highly disturbed. Another example would be a small prehistoric site with potentially intact deposits but no time-diagnostic artifacts or organic remains to help identify the age and association of the site. In this latter case, an eligibility determination of not eligible may be rendered. Small lithic (stone) scatters are often determined not eligible due to the lack of research potential.

Historic archaeological sites pose a separate but similar set of issues. Although a prehistoric site may sometimes have evidence of a structure, they are far more common on historic sites. A historic structure on a site may be recommended not eligible for the NRHP due to it not meeting Criteria A, B, or C, and yet the archaeological site that surrounds the structure may in fact be eligible for the NRHP under Criterion D (information potential). Although the structure is in poor condition and possibly not eligible for the NRHP, the archaeological site might contain information about the period in which the structure was used. In this case, the structure may be a contributing element to the site's NRHP eligibility under Criterion D.

LABORATORY METHODS

The following post-field activities meet all state and federal guidelines. Upon completion of all field investigations, only highly diagnostic artifacts identified and collected during the survey were returned to the Stone Point Services Laboratory and washed, catalogued, and analyzed. Field notes and all artifacts and pictures will be curated at an approved Missouri facility. Laboratory methods for preparing artifacts, notes, and additional media will follow standard curation guidelines. Since no artifacts were recovered during this survey, no artifacts will be curated as part of this project.

Chapter 4: Results and Recommendations

ARCHAEOLOIGCAL SURVEY RESULTS

Stone Point Services completed a cultural resources survey for the approximately 0.68-hectare (1.60-acre) Cheyenne Road Trail project (see Appendix A for project plans) in Christian County, Missouri (approximate center of project area located at: latitude 37.052436°, longitude -093.264811°). Olsson proposes to construct a linear multi-use path from Cheyenne Valley Road to High Pointe Elementary School near the city of Nixa, Missouri. The multi-use path will be located along the east side of Cheyenne Road and the north side of North Road before crossing North Road to join an existing multi-use path along Cheyenne Valley Road. The project consists of an approximately 0.68-hectare (1.60-acre) linear construction footprint, including all temporary and permanent easements.

The survey area is located on a ridgetop and slope approximately 322-meters (1,056-feet) east, southeast of the headwaters of Spout Spring Hollow Creek. Historic aerial images and topographic maps show no historic occupation within the survey area. The negative results of the intensive archaeological survey suggest a low potential for both pre-contact and historical cultural resources.

ARCHITECTURAL SURVEY RESULTS

During the architectural investigation, no Architectural Resources (ARs) 45 years of age or greater were identified within the 50-foot architectural buffer. However, four properties containing ARs that are less than 45 years of age were identified (Table 5; Figure 18). NRHP evaluations of these resources are not required due to modern-age construction.

Table 5: Architectural Resources (ARs) within the Architectural Buffer Zone

AR Number	Street Address	Resource Description	Approximate Construction Year	NRHP Evaluation
AR 1.1	900 N. Cheyenne Rd.	Sign	ca. 2011	NRHP evaluation not required due to modern-age construction
AR 1.2	900 N. Cheyenne Rd.	School	ca. 2007	NRHP evaluation not required due to modern-age construction
AR 2.1	890 N. Cheyenne Rd.	Drainage	ca. 2011	NRHP evaluation not required due to modern-age construction

AR 2.2	890 N. Cheyenne Rd.	Sign	ca. 2011	NRHP evaluation not required due to modern-age construction
AR 2.3	890 N. Cheyenne Rd.	School	ca. 2010	NRHP evaluation not required due to modern-age construction
AR 3.1	705 N. Cheyenne Valley Rd.	1-story residence	ca. 2022	NRHP evaluation not required due to modern-age construction
AR 4.1	704 N. Cheyenne Valley Rd.	2-story residence	ca. 2022	NRHP evaluation not required due to modern-age construction

MANAGEMENT RECOMMENDATIONS

Field investigations were completed by SOI-qualified archaeologist, Stephen Dyle, M.S., RPA, on September 30, October 1, and October 2 of 2024. SOI-qualified archaeologist, Lindsay Dyle, M.S., RPA, served as Principal Investigator and completed all research. A total of 67 shovel tests were attempted (65 excavated, 2 attempted) within the archaeological survey area and exposed surfaces were inspected for surficial artifact deposits. Deep testing was deemed unnecessary due to the presence of shallow soils mapped throughout the survey area. This archaeological survey identified no historic or archaeological resources within the survey area. During the architectural investigation, no Architectural Resources (ARs) 45 years of age or greater were identified within the 50-foot architectural buffer. However, four properties containing ARs that are less than 45 years of age were identified. National Register of Historic Places (NRHP) evaluations of these resources are not required due to modern-age construction.

We therefore recommend **"No Historic Properties Located"** within the Cheyenne Road Trail project.

Late Discovery Protocol

In the event of an inadvertent discovery of human remains and/or archeological cultural deposits, all project activity near the location will cease immediately until proper notification of consulting parties has occurred and mitigative measures have been determined and implemented.

Figure 18: Architectural buffer map.

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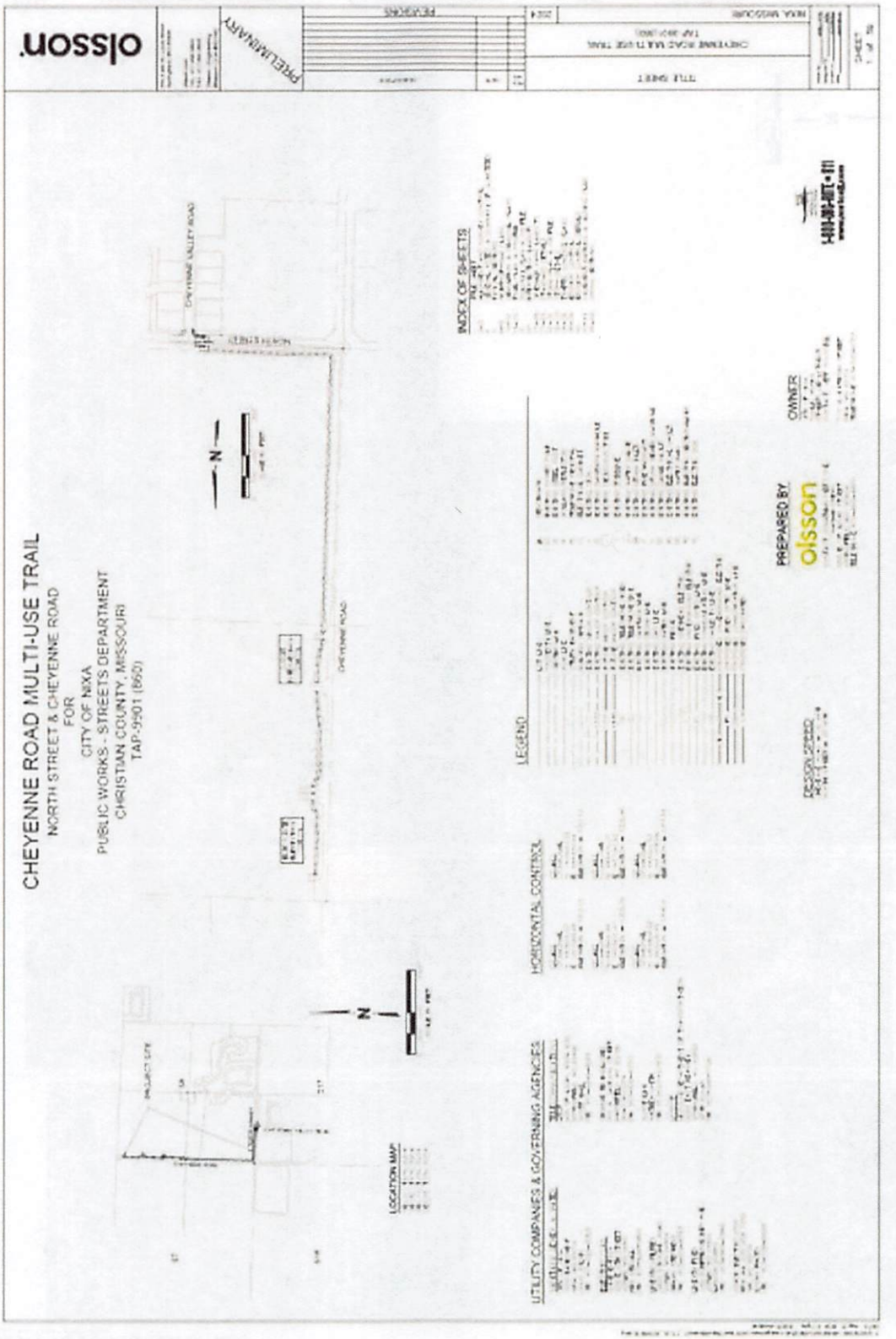
Appendix A: Project Drawings



ALIGNMENT AND SURVEY CONTROL
CHEYENNE ROAD MULTI-USE TRAIL
TAP-9901(990)
NIXA, MISSOURI
2024
REVISIONS
PRELIMINARY
olsson

HIGH POINTE SOUTH
CHEYENNE ROAD
HIGH POINTE NORTH
CHEYENNE ROAD
HIGH POINTE SOUTH
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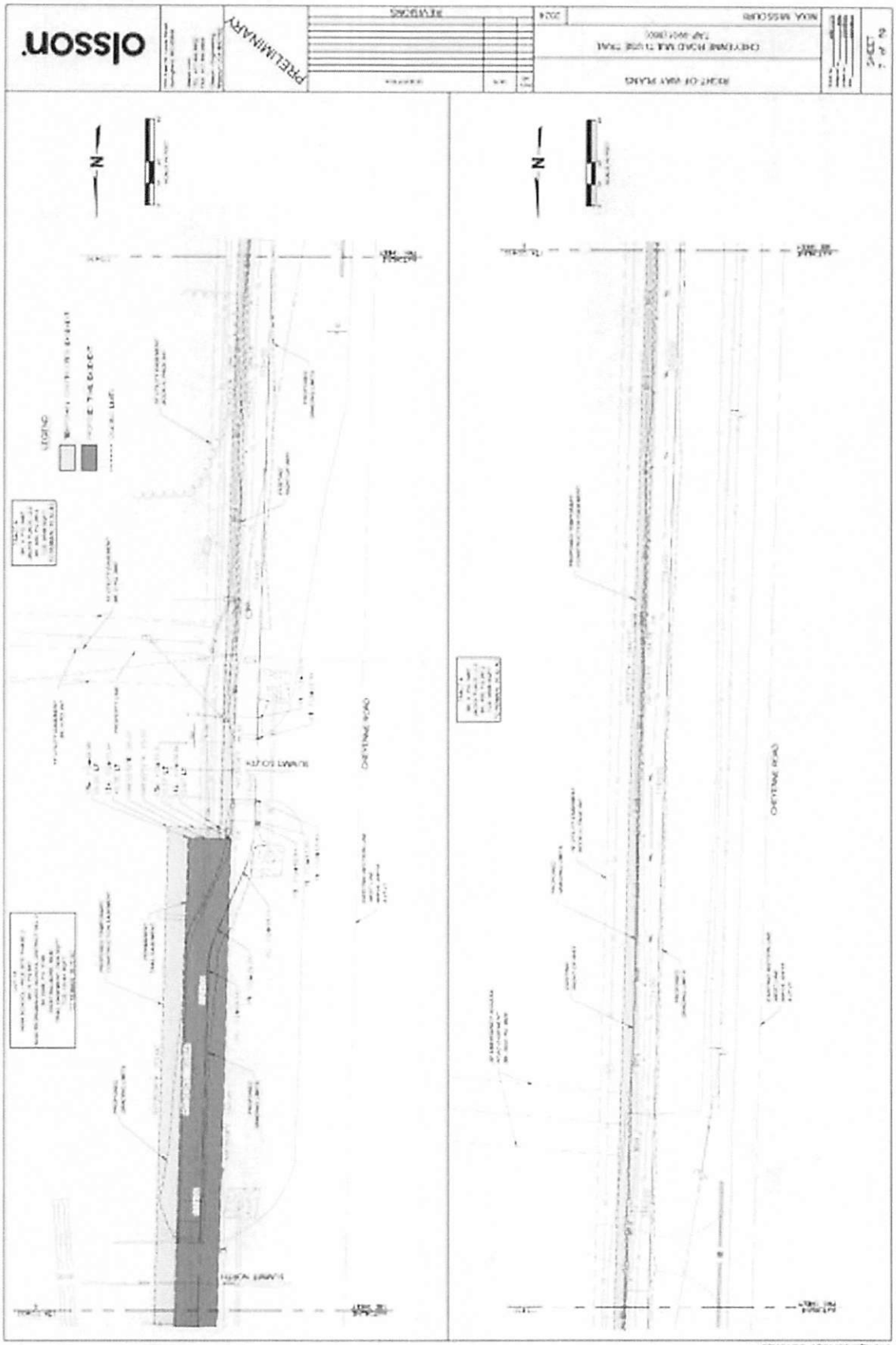
RIGHT-OF-WAY PLANS
CHEYENNE ROAD MULTI-USE TRAIL
NOA MISSOURI
2024
REVISIONS
PRELIMINARY
olsson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PRELIMINARY
NOAA MASSCOMB
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BOARD OF WAY PLANS
CHEYENNE ROAD MA 3 USB TRAIL
SHEET
LEGEND
N
CHEYENNE ROAD

RIGHT OF WAY PLANS
CHEYENNE ROAD MULTI USE TRAIL
TAP-9931(803)
PRELIMINARY
olsson

PRELIMINARY
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Appendix B: Shovel Test Log

Shovel Test	Cultural Material	Latitude	Longitude	Depths and Soil Descriptions
1	None	37.05636	-93.264761	0-9 cm: brown gravelly silt loam (A-horizon) 9 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
2	None	37.056225	-93.264763	0-8 cm: brown gravelly silt loam (A-horizon) 8 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
3	None	37.056089	-93.264767	0-5 cm: yellowish brown gravelly silty clay loam (B-horizon) 5 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
4	None	37.055954	-93.26477	0-6 cm: yellowish brown gravelly silty clay loam (B-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
5	None	37.055819	-93.264772	0-5 cm: yellowish brown gravelly silty clay loam (B-horizon) 5 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
6	None	37.055685	-93.2648	0-6 cm: yellowish brown gravelly silty clay loam (B-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
7	None	37.055709	-93.264671	0-9 cm: brown gravelly silt loam (A-horizon) 9 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
8	None	37.055577	-93.264716	0-6 cm: brown gravelly silt loam (A-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
9	None	37.055433	-93.264724	0-11 cm: brown gravelly silt loam (A-horizon) 11 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
10	None	37.055298	-93.264729	0-9 cm: brown gravelly silt loam (A-horizon) 9 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
11	None	37.05518	-93.26481	0-5 cm: yellowish brown gravelly silty clay loam (B-horizon) 5 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
12	None	37.055169	-93.264681	0-8 cm: brown gravelly silt loam (A-horizon) 8 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
13	None	37.05506	-93.264775	0-5 cm: brown gravelly silt loam (A-horizon) 5 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
14	None	37.054925	-93.264779	0-6 cm: brown gravelly silt loam (A-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
15	None	37.054789	-93.264781	0-12 cm: brown gravelly silt loam (A-horizon) 12 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
16	None	37.054655	-93.264787	0-8 cm: brown gravelly silt loam (A-horizon) 8 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
17	None	37.054519	-93.264791	0-9 cm: brown gravelly silt loam (A-horizon)

Shovel Test	Cultural Material	Latitude	Longitude	Depths and Soil Descriptions
				9 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
18	None	37.054336	-93.264785	0-9 cm: brown gravelly silt loam (A-horizon) 9 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
19	None	37.054202	-93.264769	0-10 cm: brown gravelly silt loam (A-horizon) 10 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
20	None	37.053974	-93.264768	0-7 cm: brown gravelly silt loam (A-horizon) 7 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
21	None	37.053838	-93.264772	0-9 cm: brown gravelly silt loam (A-horizon) 9 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
22	None	37.053702	-93.264776	0-6 cm: brown gravelly silt loam (A-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
23	None	37.053569	-93.264789	0-6 cm: brown gravelly silt loam (A-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
24	None	37.053434	-93.2648	0-6 cm: brown gravelly silt loam (A-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
25	None	37.053297	-93.264814	0-7 cm: brown gravelly silt loam (A-horizon) 7 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
26	None	37.053163	-93.264823	0-3 cm: yellowish brown gravelly silty clay loam (B-horizon) 3 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
27	None	37.053028	-93.264824	0-4 cm: yellowish brown gravelly silty clay loam (B-horizon) 4 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
28	None	37.052893	-93.264828	0-3 cm: yellowish brown gravelly silty clay loam (B-horizon) 3 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
29	None	37.052758	-93.264834	0-5 cm: yellowish brown gravelly silty clay loam (B-horizon) 5 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
30	None	37.052625	-93.264835	*Not excavated due to dense, impenetrable gravel at ground surface
31	None	37.052491	-93.264841	0-5 cm: yellowish brown gravelly silty clay loam (B-horizon) 5 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
32	None	37.052356	-93.264848	0-6 cm: yellowish brown gravelly silty clay loam (B-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
33	None	37.05222	-93.264855	0-7 cm: yellowish brown gravelly silty clay loam (B-horizon) 7 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
34	None	37.052084	-93.264858	0-4 cm: yellowish brown gravelly silty clay loam (B-horizon) 4 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)

Shovel Test	Cultural Material	Latitude	Longitude	Depths and Soil Descriptions
35	None	37.051948	-93.264861	0-5 cm: light yellowish brown gravelly silty clay loam (B-horizon) 5 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
36	None	37.051812	-93.264865	0-3 cm: light yellowish brown gravelly silty clay loam (B-horizon) 3 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
37	None	37.051677	-93.26487	0-3 cm: light yellowish brown gravelly silty clay loam (B-horizon) 3 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
38	None	37.051543	-93.26487	0-4 cm: light yellowish brown gravelly silty clay loam (B-horizon) 4 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
39	None	37.051408	-93.264874	0-7 cm: light yellowish brown gravelly silty clay loam (B-horizon) 7 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
40	None	37.051273	-93.264876	0-8 cm: light yellowish brown gravelly silty clay loam (B-horizon) 8 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
41	None	37.051137	-93.26488	0-12 cm: light yellowish brown gravelly silty clay loam (B-horizon) 12 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
42	None	37.051002	-93.264886	0-18 cm: brown gravelly silt loam (A-horizon) 18 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
43	None	37.050867	-93.26489	0-6 cm: brown gravelly silt loam (A-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
44	None	37.050734	-93.264893	0-6 cm: light yellowish brown gravelly silty clay loam (B-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
45	None	37.050598	-93.264896	0-4 cm: light yellowish brown gravelly silty clay loam (B-horizon) 4 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
46	None	37.050462	-93.264897	0-3 cm: light yellowish brown gravelly silty clay loam (B-horizon) 3 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
47	None	37.050327	-93.264904	0-4 cm: light yellowish brown gravelly silty clay loam (B-horizon) 4 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
48	None	37.050191	-93.264907	0-6 cm: light yellowish brown gravelly silty clay loam (B-horizon)

Shovel Test	Cultural Material	Latitude	Longitude	Depths and Soil Descriptions
				6 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
49	None	37.050056	-93.264909	0-3 cm: light yellowish brown gravelly silty clay loam (B-horizon) 3 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
50	None	37.04992	-93.264916	0-4 cm: light yellowish brown gravelly silty clay loam (B-horizon) 4 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
51	None	37.049785	-93.264931	0-5 cm: yellowish brown gravelly silty clay loam (B-horizon) 5 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
52	None	37.049657	-93.264958	*Not excavated due to dense, impenetrable gravel at ground surface
53	None	37.049685	-93.264793	0-3 cm: yellowish brown gravelly silty clay loam (B-horizon) 3 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
54	None	37.049681	-93.264627	0-3 cm: yellowish brown gravelly silty clay loam (B-horizon) 3 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
55	None	37.049676	-93.264457	0-5 cm: yellowish brown gravelly silty clay loam (B-horizon) 5 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
56	None	37.04967	-93.264288	0-4 cm: yellowish brown gravelly silty clay loam (B-horizon) 4 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
57	None	37.049666	-93.264121	0-3 cm: yellowish brown gravelly silty clay loam (B-horizon) 3 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
58	None	37.049661	-93.263953	0-6 cm: yellowish brown gravelly silty clay loam (B-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
59	None	37.049658	-93.263785	0-4 cm: light yellowish brown gravelly silty clay loam (B-horizon) 4 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
60	None	37.049652	-93.263616	0-4 cm: yellowish brown gravelly silty clay loam (B-horizon) 4 cm: dense, impenetrable, extremely compact, and rocky red clay (B-horizon)
61	None	37.049649	-93.263449	0-2 cm: light yellowish brown gravelly silty clay loam (B-horizon) 2 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
62	None	37.049645	-93.263282	0-4 cm: light yellowish brown gravelly silty clay loam (B-horizon) 4 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
63	None	37.049638	-93.263115	0-2 cm: light yellowish brown gravelly silty clay loam (B-horizon) 2 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)

Shovel Test	Cultural Material	Latitude	Longitude	Depths and Soil Descriptions
64	None	37.049635	-93.262947	0-5 cm: light yellowish brown gravelly silty clay loam (B-horizon) 5 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
65	None	37.049636	-93.262787	0-5 cm: light yellowish brown gravelly silty clay loam (B-horizon) 5 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay (B-horizon)
66	None	37.049442	-93.26284	0-8 cm: brown gravelly silt loam (A-horizon) 8 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)
67	None	37.049384	-93.262701	0-6 cm: brown gravelly silt loam (A-horizon) 6 cm: dense, impenetrable, extremely compact, and rocky yellowish brown silty clay loam (B-horizon)

Appendix C: Abbreviated Resumes of Project Personnel

Lindsay P. Dyle
Principal Investigator

EDUCATIONAL BACKGROUND

- 2005 - 2009 B.S., Rhodes College (Memphis, TN) Major: Chemistry Minor: Archaeology
- 2011 - 2014 M.S., University of Memphis (Memphis, TN) Major: Archaeology

SELECT EXPERIENCE

February 2015 - Present
Stone Point Services, LLC: Archaeologist

May 2013 – February 2015
Arkansas State Highway and Transportation Department: Environmental Analyst I/Archaeologist

August 2011 – May 2013
University of Memphis: Earth Sciences and Archaeology Teaching Assistant

November 2011 – May 2014
C Dimensions, Inc.: Archaeological Field Technician

May 2012 – August 2012
SWCA Environmental Consultants: Archaeological Field Technician

October 2010 – August 2011
Weaver and Associates, LLC: Archaeological Field and Laboratory Technician; Field School Crew Chief

CERTIFICATION AND AWARD

Register of Professional Archaeologists (RPA)
University of Memphis Travel Enrichment Fund (2013 SAA Meeting in Honolulu, HI)
Julius Augustus Davies Anthropology Fellowship

RECENT EXPERIENCE

2020 *Cultural Resources Survey of the Phillips 66 Gold Line MP 540 Anomaly, Moniteau County, Missouri.*
2019 *Cultural Resources Survey of the Eastside Water District Improvements, Washington County, Arkansas.*
2018 *National Register of Historic Places (Phase II) Testing of Site 23SL2408, St. Louis, Missouri.*
2017 *Cultural Resources Survey of the Phillips 66 Blue and Gold Pipelines AM 573-574 Lowering, Cole County, Missouri.*
2016 *Cultural Resources Survey and Assessment of the Fayetteville National Cemetery Expansion, Washington County, Arkansas.*
2015 *Cultural Resources Survey and Assessment of the Indian Nation and Plat 52 Tracts, Washington and Madison Counties, Arkansas.*
2014 *Cultural Resources Survey of AHTD Job Number 009814, Pigeon Creek, Baxter County, Arkansas.*
2013 *Cultural Resources Survey of 6,370 Acres in the Boiling Springs Project Area, Houston-Rolla Ranger District, Mark Twain National Forest, Texas County, Missouri.*

Stephen S. Dyle
Archaeologist

EDUCATIONAL BACKGROUND

- 2004 - 2009 B.A., Hendrix College (Conway, AR), Major: Anthropology, Minor: Spanish
- 2014 - 2019 M.S., Missouri State University (Springfield, MO), Major: Archaeology

SELECT EXPERIENCE

July 2015 - Present
Stone Point Services, LLC: Archaeologist

June 2016 – July 2016
Odyssey Archaeological Research Project, University of Kansas: Temporary Field Research Assistant

May 2015 – July 2015
Center for Archaeological Research, Missouri State University: Intern

August 2015 – May 2016
Missouri State University: Graduate Assistant

September 2011 – October 2014
C Dimensions, Inc.: Senior Archaeological Crew Chief

October 2010 – June 2012
Weaver and Associates, LLC: Archaeological Field and Laboratory Technician

SPECIALIZED TRAINING

Participant in the National Park Service's workshop *Current Archaeological Prospection Advances for Non-Destructive Investigations in the 21st Century*, Tobias-Thompson Complex, Lyons, KS (May 2015)

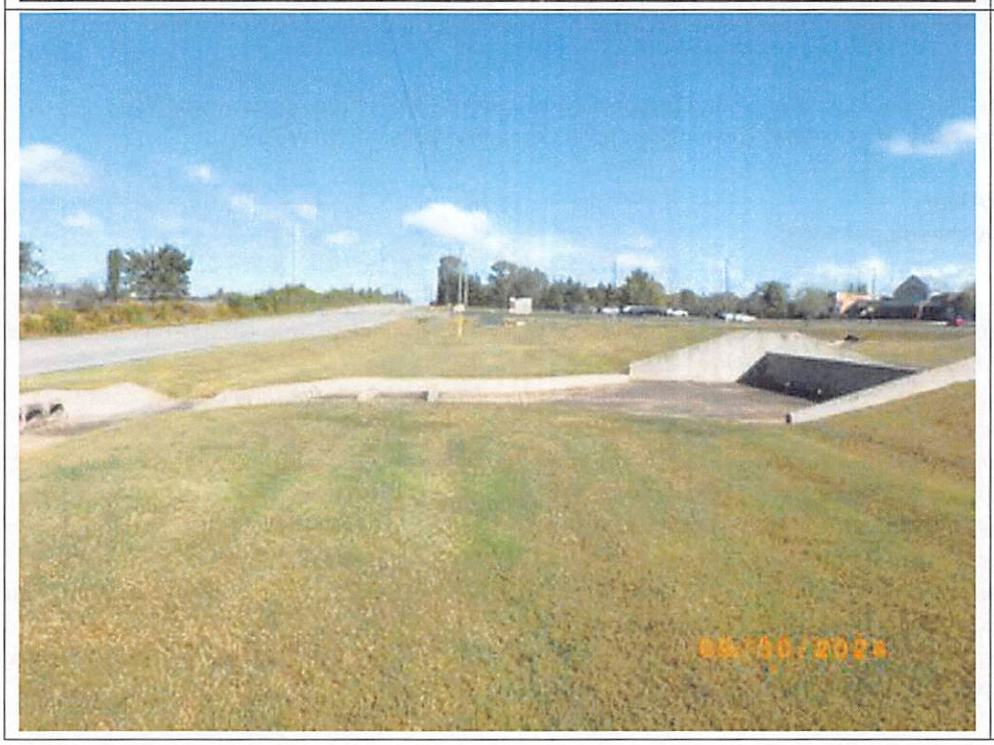
PROFESSIONAL REGISTRATION

Registered Professional Archaeologist 18095

RECENT EXPERIENCE

2020	*Cultural Resources Survey of the Sidewalk Connection to Galloway Trail, Greenwood Street and Lone Pine Avenue, Greene County, Missouri.*
2020	*National Register of Historic Places Phase III Testing of Site 14BO13, Bourbon County, Kansas.*
2015	*Test Excavations at the Horseshoe Sinkhole Site (23LA1313) in Lawrence County, Missouri.*
2014	*A Cultural Resources Survey of 7,479 Acres in the Briar Project Area, Eleven Point Ranger District, Mark Twain National Forest, Ripley County, Missouri.*
2013	*A Cultural Resources Survey of 342 Acres of the Nova Scotia Ironworks Historic District, Mark Twain National Forest, Dent County, Missouri.*
2013	*A Cultural Resources Survey of 6,730 Acres in the Boiling Springs Project Area, Houston-Rolla Ranger District, Mark Twain National Forest, Texas County, Missouri.*
2012	*A Cultural Resources Survey of the Whitten Access Project Area, Eleven Point Ranger District, Mark Twain National Forest, Oregon County, Missouri.*

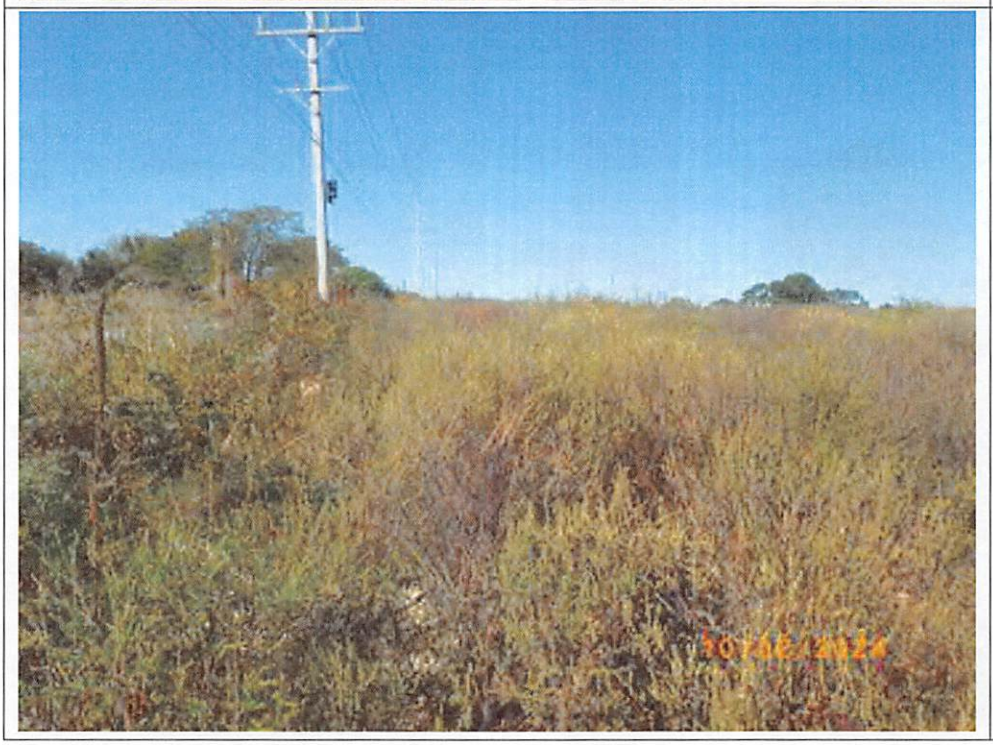
Appendix D: Additional Photographs

	1. View of the construction footprint from near ST 1 facing south
	**2.** View of the construction footprint from near ST 19 facing north

	3. View of the construction footprint from near ST 19 facing south
	4. View of the construction footprint from near ST 30 facing north

	5. View of the construction footprint from near ST 30 facing south
	6. View of the construction footprint from near ST 39 facing north

	7. View of the construction footprint from near ST 39 facing south
	8. View of the construction footprint from near ST 52 facing north

	9. View of the construction footprint from near ST 52 facing east
	**10.** View of the construction footprint from near ST 65 facing west

	11. View of the construction footprint from near ST 65 facing south
	12. View of the construction footprint from near ST 67 facing northwest

SECTION 12

Inspection Reports

-Log of Inspections
-Inspection Reports
-Inspector Credentials

Log of Inspections

Inspection Date	Inspector Name	Type of Inspection

City of Nixa Construction Site BMP Inspection Form

Project Name:	**Current phase being inspected:**
Project Location:	**Weather:** ☐ Clear ☐ Cloudy ☐ Rain ☐ Snow
General Contractor:	**Inspection start/end Times:**
Date of Inspection:	**Date of last rainfall event:**
Inspector's name (print):	**Duration of last rainfall event:**
Signature:	**Approximate Rainfall Amount (in):**
Title:	**Type of Inspection:** ☐ Weekly (once every 7 days)
Qualifications:	☐ Post Storm (within 24 hours of rainfall event that causes runoff)
Telephone No.:	

	Areas of Inspection	Over All Condition			Requires Attention		
		Yes	No	n/a	Yes	No	n/a
1	All slopes and disturbed areas not actively being worked are properly stabilized.						
2	All natural resource areas (streams & wetlands, etc.) are protected by the proper BMP.						
3	All perimeter controls and sediment barriers are properly installed and maintained.						
4	All discharge points and receiving waters are free of sediment.						
5	All slopes are free of significant erosion?						
6	Construction entrance is stabilized and in an effective working condition.						
	Mud or rock being tracked out onto City streets is being regularly addressed.						
7	All trash from site is being collected daily and placed in covered trash dumpster.						
8	All operational storm drain inlets are properly protected.						
9	All washout facilities (paint, stucco, concrete, etc.) are clearly marked and properly maintained.						
10	All vehicle & equipment fueling, cleaning and maintenance areas are free of spills, leaks or any other environmentally detrimental material.						
11	All materials that are potential stormwater contaminants are stored inside or under cover.						
12	All non-stormwater discharges (wash water, de-watering, etc.) are being properly controlled.						

Describe corrective actions needed/taken: (attach additional sheet if needed)

Describe SWPPP revisions needed/completed: (attach additional sheet if needed)

A copy of this completed inspection form is to be mailed, e-mailed or handed to the City of Nixa Public Works Inspector at least once every seven days.

City of Nixa Construction Site BMP Inspection Form

Project Name:	**Current phase being inspected:**
Project Location:	**Weather:** ☐ Clear ☐ Cloudy ☐ Rain ☐ Snow
General Contractor:	**Inspection start/end Times:**
Date of Inspection:	**Date of last rainfall event:**
Inspector's name (print):	**Duration of last rainfall event:**
Signature:	**Approximate Rainfall Amount (in):**
Title:	**Type of Inspection:**
Qualifications:	☐ Weekly (once every 7 days)
Telephone No.:	☐ Post Storm (within 24 hours of rainfall event that causes runoff)

	Areas of Inspection	Over All Condition			Requires Attention		
		Yes	No	n/a	Yes	No	n/a
1	All slopes and disturbed areas not actively being worked are properly stabilized.						
2	All natural resource areas (streams & wetlands, etc.) are protected by the proper BMP.						
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	Mud or rock being tracked out onto City streets is being regularly addressed.						
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9	All washout facilities (paint, stucco, concrete, etc.) are clearly marked and properly maintained.						
10	All vehicle & equipment fueling, cleaning and maintenance areas are free of spills, leaks or any other environmentally detrimental material.						
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12	All non-stormwater discharges (wash water, de-watering, etc.) are being properly controlled.						

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City of Nixa Construction Site BMP Inspection Form

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Date of Inspection:	**Date of last rainfall event:**
Inspector's name (print):	**Duration of last rainfall event:**
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Qualifications:	☐ Weekly (once every 7 days)
Telephone No.:	☐ Post Storm (within 24 hours of rainfall event that causes runoff)

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		Yes	No	n/a	Yes	No	n/a
1	All slopes and disturbed areas not actively being worked are properly stabilized.						
2	All natural resource areas (streams & wetlands, etc.) are protected by the proper BMP.						
3	All perimeter controls and sediment barriers are properly installed and maintained.						
4	All discharge points and receiving waters are free of sediment.						
5	All slopes are free of significant erosion?						
6	Construction entrance is stabilized and in an effective working condition.						
	Mud or rock being tracked out onto City streets is being regularly addressed.						
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10	All vehicle & equipment fueling, cleaning and maintenance areas are free of spills, leaks or any other environmentally detrimental material.						
11	All materials that are potential stormwater contaminants are stored inside or under cover.						
12	All non-stormwater discharges (wash water, de-watering, etc.) are being properly controlled.						

Describe corrective actions needed/taken: (attach additional sheet if needed)

Describe SWPPP revisions needed/completed: (attach additional sheet if needed)

A copy of this completed inspection form is to be mailed, e-mailed or handed to the City of Nixa Public Works Inspector at least once every seven days.

City of Nixa Construction Site BMP Inspection Form

Project Name:	**Current phase being inspected:**
Project Location:	**Weather:** ☐ Clear ☐ Cloudy ☐ Rain ☐ Snow
General Contractor:	**Inspection start/end Times:**
Date of Inspection:	**Date of last rainfall event:**
Inspector's name (print):	**Duration of last rainfall event:**
Signature:	**Approximate Rainfall Amount (in):**
Title:	**Type of Inspection:**
Qualifications:	☐ Weekly (once every 7 days)
Telephone No.:	☐ Post Storm (within 24 hours of rainfall event that causes runoff)

	Areas of Inspection	Over All Condition			Requires Attention		
		Yes	No	n/a	Yes	No	n/a
1	All slopes and disturbed areas not actively being worked are properly stabilized.						
2	All natural resource areas (streams & wetlands, etc.) are protected by the proper BMP.						
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	Mud or rock being tracked out onto City streets is being regularly addressed.						
7	All trash from site is being collected daily and placed in covered trash dumpster.						
8	All operational storm drain inlets are properly protected.						
9	All washout facilities (paint, stucco, concrete, etc.) are clearly marked and properly maintained.						
10	All vehicle & equipment fueling, cleaning and maintenance areas are free of spills, leaks or any other environmentally detrimental material.						
11	All materials that are potential stormwater contaminants are stored inside or under cover.						
12	All non-stormwater discharges (wash water, de-watering, etc.) are being properly controlled.						

Describe corrective actions needed/taken: (attach additional sheet if needed)

Describe SWPPP revisions needed/completed: (attach additional sheet if needed)

A copy of this completed inspection form is to be mailed, e-mailed or handed to the City of Nixa Public Works Inspector at least once every seven days.

SECTION 13

Regulatory Correspondence

Pertinent correspondence from regulatory agencies relating to this project can be located here.

SECTION 14

Notice of Termination

This section contains the Notice of Termination form for the project. The form should be filled out, signed and sent to the applicable MDNR regional office (see map).

Documentation of acceptance from the DNR should also be kept here and all documents must be retained for 3 years after the date of NOT acceptance.

MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM, WATER POLLUTION CONTROL BRANCH

REQUEST FOR TERMINATION OF OPERATING PERMIT

(REPLACES TERMINATION FORMS H AND J)

FOR OFFICE USE ONLY
DATE RECEIVED

IF A FACILITY OR SITE HAS BEEN SOLD, BUT PERMITTED ACTIVITIES HAVE NOT CEASED, A TRANSFER OF OWNERSHIP FORM (MO 780-1517) MUST BE COMPLETED RATHER THAN A TERMINATION FORM.

ALL APPLICABLE SECTIONS OF THIS FORM MUST BE COMPLETED.

1. FACILITY INFORMATION

PERMIT NUMBER	COUNTY		
NAME OF FACILITY			
PHYSICAL ADDRESS	CITY	STATE	ZIP CODE
FACILITY CONTACT NAME	FACILITY CONTACT TELEPHONE NUMBER	FACILITY CONTACT EMAIL	

2. OWNER

NAME	TELEPHONE NUMBER WITH AREA CODE		
ADDRESS	CITY	STATE	ZIP CODE
EMAIL			

3. CONTINUING AUTHORITY

NAME	TELEPHONE NUMBER WITH AREA CODE		
ADDRESS	CITY	STATE	ZIP CODE
EMAIL			

4. REASON FOR TERMINATION REQUEST (CHECK ONE)

☐ Permitted activities have ceased, or facility is closed (must select facility type in section five and attach photographs or any other supporting documents as required).

☐ General Permit MO-G _____ or MO-R _____ has been issued and covers all regulated activities.

☐ Site specific permit MO- _____ has been issued and covers all regulated activities.

☐ Facility has obtained a "No Exposure" certification, MO-NX_____.

☐ Industrial activity (SIC Code # _____) is not regulated.

☐ For CAFOs, facility size is unregulated (Class II and smaller operations only).

☐ Other (Specify).

5. FACILITY TYPE (CHECK ONE FACILITY TYPE, COMPLETE ONLY IF PERMITTED ACTIVITY HAS CEASED OR FACILITY HAS CLOSED)

☐ For land disturbance sites, the area is stabilized; perennial vegetation, pavement, buildings or other permanent structures cover all areas that have been disturbed; no further land disturbance activities are planned; all building construction (commercial or residential) is completed; temporary best management practices are removed, and construction equipment is removed. With respect to areas that have been vegetated, vegetation cover shall be at least 70 percent over 100 percent of the site not covered in impervious material. Attach photographs showing stabilized areas.

☐ For wastewater treatment plants, the treatment plant is removed and sludge was removed and properly disposed of, and a closure plan in accordance with 10 CSR 20-6.010(12) or 10 CSR 20-6.015(5) was approved and implemented. Attach documentation required by the approved closure plan and photographs of the closed area. See the *Water Treatment Plant Closure* -PUB2568 fact sheet at dnr.mo.gov/pubs/pub2568.htm for more information on closure requirements for wastewater treatment plants.

☐ For industrial facilities, regulated activities have ceased, no "significant materials" remain on-site and disturbed areas are properly stabilized or vegetated. The area is stabilized when perennial vegetation, pavement, buildings or structures using permanent materials cover all areas that have been disturbed. Vegetation cover shall be at least 70 percent over 100 percent of the site not covered in impervious material. Attach applicable closure documents and photographs of the closed area that demonstrate no permitted activities or materials remain.

☐ For quarries or sand and gravel operations, submit documentation of release from the department's Land Reclamation Program.

☐ For landfills, official closure has been received from department's Solid Waste Management Program (SWMP); cap is vegetated as required by SWMP; and any additional industrial activities are permitted appropriately (i.e., transfer stations, mulching operations, land disturbance, etc.). Attach the official SWMP closure letter and permit numbers of any continuing active industrial or land disturbance activities.

☐ For CAFOs

- ☐ Class I CAFOs must properly close lagoons and waste storage structures per a closure plan in accordance with 10 CSR 20-6.300(6) and approved by the department. Attach photographs of closed lagoons. Also attach any additional information that supports closure of the facility.
- ☐ Class II CAFOs must close waste storage structures in accordance with 10 CSR 20-6.300(6)(B), or shall continue to maintain all storage structures so there is no discharge to waters of the state. Attach photographs of closed or re-purposed lagoons, or an explanation of "no discharge" methods. Also attach any additional information that supports closure of the facility.

6. CERTIFICATION

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME AND OFFICIAL TITLE (TYPE OR PRINT)	TELEPHONE NUMBER WITH AREA CODE
SIGNATURE	DATE SIGNED

7. MAIL COMPLETED COPY TO:

For Site Specific (MO-), Abandoned Mine And Land Reclamation (MO-G05), Land Disturbance By County Or City (MO-R100), Pesticide Application (MO-G87), Sewer Extension Construction (MO-GC) and CAFO (MO-G01, MO-GS1) Permit Terminations:	**For General Permit Terminations (MO-G or MO-R):**
Missouri Department of Natural Resources Water Protection Program Water Pollution Control Branch Attn: Operating Permits Section P.O. Box 176 Jefferson City, MO 65102-0176	Send to the appropriate regional office. Regional office is determined based on the county where the facility is physically located. To determine the correct regional office for the permitted facility, see **dnr.mo.gov/regions.**

MISSOURI DEPARTMENT OF NATURAL RESOURCES
Division of Environmental Quality Regional Offices

Kansas City Area

Kansas City Regional Office
500 NE Colbern Rd.
Lee's Summit, MO 64086-4710
816-251-0700 FAX: 816-622-7044

St. Louis Area

St. Louis Regional Office
7545 S. Lindbergh, Ste 210
St. Louis, MO 63125
314-416-2960 FAX: 314-416-2970

Northeast Area

Northeast Regional Office
1709 Prospect Drive
Macon, MO 63552-2602
660-385-8000 FAX: 660-385-8090

Southwest Area

Southwest Regional Office
2040 W. Woodland
Springfield, MO 65807-5912
417-891-4300 FAX: 417-891-4399

Southeast Area

Southeast Regional Office
2155 North Westwood Blvd.
Poplar Bluff, MO 63901
573-840-9750 FAX: 573-840-9754

Central Area

Department Central Offices
P.O. Box 176
Jefferson City, MO 65102-0176
573-751-3443

Central Field Operations
P.O. Box 176
Jefferson City, MO 65102-0176
573-522-3322 FAX: 573-522-3522

6/25/19

For more information on the departmen visit dnr.mo.gov or call 800-361-4827

Supplemental Revisions JSP-18-01HH

- Compliance with 2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

- Stormwater Compliance Requirements

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

1.1 Definitions. The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the "permitted site", as defined in MoDOT's State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

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

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

2.1 Duties of the WPCM:

(a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of

Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;

(b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;

(c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;

(d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;

(e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;

(f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

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

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

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

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

- ***Delete Sec 106.9 in its entirety and substitute the following:***

106.9 Buy America Requirements.
Buy America Requirements are waived if the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000.

106.9.1 Buy America Requirements for Iron and Steel.
On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements.* Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.
A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

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

106.9.3 "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or $2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

106.9.4 Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

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

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

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

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

106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials. Construction materials means articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

(a) Non-ferrous metals
(b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
(c) Glass (including optic glass)
(d) Fiber optic cable (including drop cable)

(e) Optical fiber
(f) Lumber
(g) Engineered wood
(h) Drywall

106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel. "The total value of the non-compliant products is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project." The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

106.9.7 Buy America Requirements for Manufactured Products.
Manufactured products means:

(a) Articles, materials, or supplies that have been:
  (i) Processed into a specific form and shape; or
  (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

106.9.7.1 Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

106.9.7.2 Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

- Third-Party Test Waiver for Concrete Aggregate

1.0 Description. Third party tests may be allowed for determining the durability factor for concrete pavement and concrete masonry aggregate.

2.0 Material. All aggregate for concrete shall be in accordance with Sec 1005.

2.1 MoDOT personnel shall be present at the time of sampling at the quarry. The aggregate sample shall be placed in an approved tamper-evident container (provided by the quarry) for shipment to the third-party testing facility.

2.2 AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.

2.3 Concrete test beams shall be made using a MoDOT approved concrete pavement mix design.

3.0 Testing Facility Requirements. All third-party test facilities shall meet the requirements outlined in this provision.

3.1 The testing facility shall be AASHTO accredited.

3.1.1 For tests ran after January 1, 2025, accreditation documentation shall be on file with the Construction and Materials Division prior to any tests being performed.

3.1.2 Construction and Materials Division may consider tests completed prior to January 1, 2025, to be acceptable if all sections of this provision are met, with the exception of 3.1.1. Accreditation documentation shall be provided with the test results for tests completed prior to January 1, 2025. No tests completed prior to September 1, 2024, will be accepted.

3.2 The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.

3.3 Results, no more than five years old, from the third-party test facility shall compare within ±2.0 percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79, MoDOT's recent durability test factor is 81; this compared within +2 percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.

3.4 When there is a dispute between the third party durability test results and MoDOT durability test results, the MoDOT durability test result shall govern.

3.5 Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative dynamic modulus of elasticity and percent length change for each individual concrete specimen. Raw data shall include initial measurements made at zero cycles and every subsequent measurement of concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.

4.0 Method of Measurement. There is no method of measurement for this provision. The testing requirements and number of specimens shall be in accordance with AASHTO T 161 Procedure B.

5.0 Basis of Payment. No direct payment will be made to the contractor or quarry to recover the cost of aggregate samples, sample shipments, testing equipment, labor to prepare samples or test samples, or developing the durability report.

- ***Delete paragraph 15.0 of the General Provision Disadvantaged Business Enterprise (DBE) Program Requirements and substitute the following:***

15.0 Bidder's List Quote Summary. MoDOT is a recipient of federal funds and is required by 49 CFR 26.11 to provide data about its DBE program. All bidders who seek to work on federally assisted contracts must submit data about all DBE and non-DBEs in accordance with Sec 102.7.9. MoDOT will not compare the submitted Bidder's List Quote Summary to any other documents or submittals, pre or post award. All information will be used by MoDOT in accordance with 49 CFR 26.11 for reporting to USDOT and to aid in overall DBE goal setting.

- ***Add Sec 102.7.9 to include the following:***

102.7.9 Bidder's List Quote Summary. Each bidder shall submit with each bid a summary of all subcontractors, material suppliers, and service providers (e.g. hauling) considered on federally funded projects pursuant to 49 CFR 26.11. The bidder will provide the firm's name, the corresponding North American Industry Classification System (NAICS) code(s) the firm(s) were considered for, and whether or not they were used in the bid. The information submitted should be the most complete information available at the time of bid. The information shall be disclosed on the Bidder's List Quote Summary form provided in the bidding documents and submitted in accordance with Sec 102.10. Failure to disclose this information may result in a bid being declared irregular.

- ***Delete Sec 102.1 - 102.2.5 and substitute the following:***

102.1 Notice of Bid Opening. After the date is fixed for the receipt of bids, the notice of bid opening will be posted on MoDOT's website and published as required by law. The notice of bid opening will contain a description of the proposed work, instructions and information to the potential bidder regarding bid forms, plans, specifications, combination bids and the reservation of the right of the Commission to reject any and all bids.

102.2 Contractor Questionnaire. Each prospective bidder, including a joint venture, shall file a contractor questionnaire on the form furnished by the Commission, which is available on MoDOT's website. The contractor questionnaire shall be furnished to the Commission as a separate document apart from any other document submitted. A bid will not be opened and read unless a fully responsive contractor questionnaire is on file with the Commission at least seven days prior to the time set for the opening of the bids. A new contractor questionnaire shall be filed as described in **Title 7 CSR 10-15.010**, except the Commission reserves the right to request a contractor questionnaire from any contractor as of any date if the Commission has shown reason to believe that the contractor's experience data may have changed from that shown on the questionnaire on file. This document shall include a record of the bidder's experience data. The Commission will use this information as an aid to determine in each instance the lowest responsible bidder and nothing contained herein shall be construed as depriving the Commission of the Commission's discretion in the matter of determining the lowest responsible bidder.

102.2.1 At any time prior to award, as a condition of award and for a period of three years after the date of final acceptance, the Commission may request true copies of the bidder's financial data, including the bidder's balance sheet, profit and loss statement and similar financial data, as of the close of the bidder's most recent fiscal year prior to submission of the bid, and for each fiscal year between the contract award and final acceptance of the contract work. Unless specified otherwise by the Commission, financial data shall be prepared by an accountant and audited financial data shall be provided if it is available to the bidder for the fiscal period requested. A bidder who has not closed the first fiscal year prior to the date of the request shall supply the last periodic balance sheet, profit and loss statement and similar data.

102.2.2 Each prospective bidder shall sign the contractor questionnaire acknowledging that such bidder will fully comply with all written requests by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, to provide information for the purpose of establishing a prevailing wage.

102.2.3 The prospective bidder doing business in the State of Missouri shall submit the charter number with the contractor questionnaire. The entity must be in good standing on file with the Corporation Division of the Missouri Secretary of State's Office to be approved and successfully awarded a bid. Each corporation that is a party to a joint venture shall submit the same required report with the corporation's joint venture contractor questionnaire.

102.2.4 All prospective bidders who are corporations organized in states other than Missouri or countries other than the USA shall furnish, at the prospective bidder's cost, a certified copy of a current certificate of authority to do business in Missouri, with said certificate to remain on file with the Commission. Such a certified copy may be secured from the corporation supervisor in the Office of the Secretary of State, Jefferson City, Missouri. The prospective bidder agrees to cause the prospective bidder's authority to do business as a foreign corporation to be continued and extended throughout the life of any contract awarded and until all claims thereon and thereunder shall have been finally settled. All prospective bidders shall have a valid certificate of authority to transact business in Missouri at the time of bid opening as a condition of responsiveness.

- ***Delete Sec 108.13.1 and substitute the following:***

108.13.1 The acts, omissions and liabilities of persons or firms affiliated with the contractor or of persons that are principals of the contractor, are those of the contractor, unless the circumstances clearly negate that conclusion. Persons or firms are "affiliates" of each other if, directly or indirectly, either one controls or has the power to control the other or a third person controls or has the power to control both. Examples of control include, but are not limited to: interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees on projects or a new business entity organized following the determination of ineligibility or non-responsibility of a person or firm which has the same or similar management, ownership or principal employees as the ineligible person. A "principal" will be defined as an officer, director, owner, partner or other natural person within a firm with primary management, supervisory or contracting responsibilities, including participating in, or formulating, bids.

Job Special Provision-100 – Mobilization and Bonds

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Mobilization and Bonds – JSP-100

1.0 Mobilization, Bonds: This bid item is a lump sum amount. It shall consist of acquiring permits, bonding, preparatory work including preparing schedules, and movement of personnel and equipment to the project.

A. Once construction has begun, beyond establishing erosion control measures, construction fencing, and setting traffic control, payment shall be paid in full at the end of the first regular pay period that is at least 30 days after the Notice to Proceed, less retainage.

Job Special Provision-101 – MISCELLANEOUS REMOVALS

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Miscellaneous Removals – JSP-101

1.0 Miscellaneous Removals: This work shall consist of removal and disposal of all items, including but not limited to pavement, curb and gutter, driveways, sidewalks, storm water pipe, concrete drainage structures, signs, guardrail, vegetation and trees as necessary to construct the improvements in accordance with the improvement plan. All excavation required for this project, including rock, shall be considered unclassified. All rock removal for this project shall be incidental to the contract. This work includes any necessary measure to properly perform this work, including saw cutting.

2.0 Payment. This bid item shall include all costs associated with the removal and proper disposal of the material. Payment will be based on the lump sum amount paid in equal payments.

2.1 Any item that has to be removed to construct the improvements, but not shown on the plan to be removed, shall be considered to be incidental to this project and no additional payment will be made for these items.

Job Special Provision-102 – CLEARING AND GRUBBING

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Clearing and Grubbing – JSP-102

1.0 Clearing and Grubbing: This Work shall consist of clearing, grubbing, removing, and disposing of vegetation within the limits of right-of-way and easement areas, except such vegetation as is designated to remain or to be selectively treated.

2.0 Construction Requirements. The Engineer will establish right-of-way and construction lines and will designate all trees, shrubs, and plants that are to remain. The Contractor shall preserve without damage any trees and shrubs designated to remain. All trees, stumps, brush, and hedge not designated to remain shall be cleared and grubbed as required and shall be disposed of in an acceptable manner.

Stumps and roots in fill and cut areas shall be grubbed to a depth of not less than 12 inches below the existing earth grade. Stump holes shall be back-filled with suitable material and compacted to the approximate density of the adjacent area. Grubbing of borrow areas, channel changes, and inlet and outlet easements will be required only to the extent necessitated by the proposed construction.

Burning of products from clearing and grubbing operations will not be permitted without obtaining a burning permit from the City Fire Department. The burial of stumps and debris will not be permitted on the right-of-way. Products of clearing and grubbing shall be removed from the right-of-way and disposed of out of sight from the roadway provided an acceptable written agreement with the property owner on whose property the products are placed is submitted by the Contractor.

Within the construction limits of the project, the Contractor shall trim any tree which does not provide 9 feet vertical clearance above any sidewalk and 14 feet vertical clearance above any street. Tree trimming shall be done before final payment and the trees shall be shaped at the direction of the Engineer. This tree trimming shall be considered incidental to the contract and no additional compensation shall be allowed.

Contractor shall protect and preserve the established reference points and property monuments and shall make no changes or relocations without the prior written approval of the Engineer. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

3.0 Payment. This bid item shall include all costs associated with clearing and grubbing and proper disposal of the material. Payment will be based on the lump sum amount paid in equal payments.

3.1 Any item that has to be removed to construct the improvements, but not shown on the plan to be removed, shall be considered to be incidental to this project and no additional payment will be made for these items.

Job Special Provision-103 – TREE CLEARING RESTRICTION

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Tree Clearing Restriction – JSP-103

1.0 Description: The project is within the known range of the federally endangered Indiana bat, tricolored (proposed threatened), northern long-eared bat. These bats are known to roost in trees in summer months. MoDOT has determined that bat habitat exist within the project area. Therefore, to avoid potential negative impacts to roosting Indiana, tricolored, or northern long-eared bats, removal of all trees will only be allowed between November 1 and March 31. Trees noted on plans have previously been removed.

2.0 Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work. Tree removal shall be considered incidental to Clearing and Grubbing pay item.

Job Special Provision-104 – CONSTRUCTION STAKING

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Construction Staking – JSP-104

In addition to the requirements of Section 627 of the Missouri Standard Specifications for Highway Construction, the following shall apply:

1. **Description.** The Contractor will be responsible for all layout required on the project. This responsibility will include but not be limited to the following: Construction signing, transition milling, pavement marking, loop detectors, signing and signal bases, pull boxes, field verify existing pipe flow lines, etc...

2. The above list is not all inclusive. The contractor will have the primary responsibility for these operations. The contractor shall provide the Resident Engineer (RE) with a staking plan layout for approval prior to the installation of signs. The RE will also provide assistance during this layout provided a request is submitted to the RE or Construction Project Manager 48 hours in advance. This will ensure that all permanently mounted traffic control devices remain consistent with District policy and avoid re-staking. If the contractor installs any signs without the engineer's approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

3. The intent of this provision is to increase the quality of our work zones and minimize negative impacts to the contractor's schedule that can result from delays in staking.

4. Any adjustments to the plans quantities or line numbers established in the contract shall be approved by the Engineer.

5. **Basis of Payment.** No direct payment will be made to cover the costs associated with these additional requirements. All costs will be considered as included in and completely covered by the unit bid price submitted for Contractor Furnished Surveying and Staking, per lump sum.

Job Special Provision-105 – RECTANGULAR RAPID FLASHING BEACONS

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Rectangular Rapid Flashing Beacons – JSP-105

In addition to the requirements of Sections 902, 903, and 1000 of the Missouri Standard Specifications for Highway Construction, the following shall apply:

1.0 Description. The Contractor shall be responsible for providing and furnishing the required signs, pole and base, audible push buttons with integrated R10-25 sign (see Section 1.1 below), solar panel and equipment, battery and control units, as well as any ancillary equipment necessary for installation of a fully functioning Rectangular Rapid Flashing Beacon (RRFB) system.

Other static signage installed on the RRFB assembly are not included with this RRFB line item and are included in the signing quantities.

1.1 The RRFB located in the median is not intended to have a pushbutton. RRFB system shall be configured so that all three RRFB assemblies flash simultaneously for a pedestrian crossing the full width of roadway.

2.0 Equipment. Contractor shall submit product specifications sheet for review and approval by engineer. Acceptable Manufactures:

2.1 Carmanah Model SC315 GenIII
Controller Unit: R920-MX Connected Crosswalk System
Connected Crosswalk Beacon or Sign
Wireless communication, Solar Power with battery backup
Polara iNX9WN0-Y Audible Information Device (AID) pushbutton

2.2 Or Approved Equal

3.0 Method of Measurement. Measurement will be made per each based on the overall number of RRFB assemblies required.

4.0 Basis of Payment. This bid item shall include all costs associated with furnishing and installing the RRFB assembly per plans, complete and in-place. Payment will be made upon acceptance of pay item based on the price per each assembly.

Job Special Provision-106 – Bridge Construction Requirements

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Bridge Construction Requirements – JSP-106

1.0 Scope of Work. This provision contains general construction requirements for this project.

2.0 Construction Requirements. Bridge-related construction items will be completed in accordance with MoDOT Standard Specifications for Highway Construction, unless specifically noted otherwise in the Contract Documents.

3.0 Method of Measurement. No measurement will be made.

4.0 Basis of Payment. Payment for the above described work will be considered completely covered by the contract unit price for other items included in the contract.

Item JSP-106 Bridge Construction Requirements

Job Special Provision-107 – DECORATIVE PEDESTRIAN FENCE

Cheyenne Road Multi-Use Trail
Project No. TAP 9901-(860)

Decorative Pedestrian Fence – JSP-107

1.0 Description: This work shall consist of fabricating and installing a steel decorative pedestrian fence to provide a complete and properly functioning fence system as indicated on the plans and in this specification.

2.0 Performance Requirements:

2.1 The fence design shall allow for thermal movement of 1/4 inch per 30 feet of fence, minimum. The fence design shall account for the differential thermal expansion characteristics of the fence and concrete to which it is mounted.

2.2 Base plates shall be furnished for mounting posts to top of concrete. Base plate anchors shall be cast into the concrete as shown on the plans.

3.0 Materials: Decorative fence system products shall meet or exceed the following requirements.

3.1 Acceptable Manufacturer Systems. The chosen decorative fence system shall be the same for all bridges in this project. Decorative fence system shall meet the performance requirements as stated in this special provision and shall consist of one of the approved decorative fence systems listed on the Bridge Pre-qualified Product Listing.

3.2 Visual Condition. Metal free from surface blemishes shall be provided where exposed to view in the finished unit. Exposed-to-view surfaces exhibiting pitting, seam marks, roller marks, stains, discolorations, or other imperfections on finished units are not acceptable.

3.2 Surface Coatings. The steel shall be hot-dip galvanized to meet the requirements of ASTM A 653 with a minimum zinc coating weight of 0.90 oz/sf, coating designation G-90. Surface preparation of galvanized surface for the aliphatic polyurethane finish coat shall be in accordance with the product specifications for the finish coat. The exterior of all fence components shall be coated with an aliphatic polyurethane finish coat to provide a total dry film thickness of 4 mils minimum and 6 mils maximum. The color of the finish coat shall be black (Federal Standard #17038).

4.0 Construction Requirements:

4.1 Delivery, storage, handling and installation methods shall be per fence manufacturer's recommendations.

4.2 Fence posts shall be spaced no greater than the maximum post spacing shown on the plans, plus one-half inch. For installations along sloping grades, the post spacing will be measured along the grade. Separation gaps shall be provided at a minimum of every six panels.

4.3 For field assembly, zinc-rich primer shall be applied to thoroughly cover field-cut or field-drilled edges. Two coats of manufacturer supplied finish paint shall be applied to match fence color.

5.0 Warranty: All structural fence components shall be warranted by the manufacturer for a period of ten (10) years from the date of final acceptance by the engineer. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering, or corrosion and necessary labor required to replace or restore such parts.

6.0 Method of Measurement: Measurement shall be made horizontally and to nearest linear foot of fence installed.

7.0 Basis of Payment: Payment for the work described above and on the contract plans, including all material, equipment, labor, and any other incidental work necessary, will be considered completely covered by the contract unit price for 42in. Decorative Pedestrian Fence.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

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

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

FEDERAL AID PROVISIONS

December 1980

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

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

3. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their covered construction work, such contractors are required to comply with the following goals:

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

Goals

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

Goals for Minority Participation for Each Trade

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

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

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

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

for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

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

July 1986

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

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation which this contract resulted.

   b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;

   c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes;

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contact resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file or the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

    e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and

trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.

i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rat of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program.

OPERATING POLICY STATEMENT

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

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

SUPPLEMENTAL REPORTING REQUIREMENTS

A. The Contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.

B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.

C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) "Federal-Aid Highway Construction Contractors Annual EEO Report", indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

NONDISCRIMINATION IN EMPLOYMENT

July 1990

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

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of $10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

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

the $10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds $10,000.

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 039
GREENE COUNTY

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

Original Signed by
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$30.51
Boilermaker	$33.10*
Bricklayer-Stone Mason	$54.83
Carpenter	$50.77
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$41.20
Plasterer	
Communication Technician	$33.25
Electrician (Inside Wireman)	**$47.28**
Electrician Outside Lineman	$33.10*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$33.10*
Glazier	$50.07
Ironworker	$68.38
Laborer	$42.22
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$63.70
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$54.40
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$42.36
Plumber	$53.58
Pipe Fitter	
Roofer	$46.12
Sheet Metal Worker	$52.43
Sprinkler Fitter	$69.12
Truck Driver	$33.10*
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
GREENE County

Section 039

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$56.22
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$33.10*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$47.13
General Laborer	
Skilled Laborer	
Operating Engineer	$54.60
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$50.46
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.

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.

"General Decision Number: MO20250001 12/12/2025

Superseded General Decision Number: MO20240001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2025
1	01/31/2025
2	02/07/2025
3	02/21/2025
4	04/11/2025
5	05/16/2025
6	06/13/2025
7	07/18/2025
8	08/15/2025
9	08/29/2025
10	09/05/2025
11	11/21/2025
12	12/12/2025

CARP0002-002 05/01/2024

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters	$ 41.71	21.85

CARP0005-006 05/01/2024

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS	$ 44.63	22.40
MILLWRIGHTS & PILEDRIVERS	$ 44.63	22.40

CARP0011-001 05/01/2024

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX,LINN, MACON, MILLER, MONITEAU,MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES	$ 35.61	22.40
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL,DAVIESS, DEKALB,GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY,ST. CLAIR, SALINE AND WORTH COUNTIES	$ 34.98	22.40
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES	$ 35.61	22.40
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY,JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES	$ 33.25	22.40
BENTON, MORGAN AND PETTIS	$ 34.98	22.40
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES	$ 35.37	22.40
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES	$ 34.98	22.40
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES	$ 34.04	22.40
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES	$ 35.37	22.40
FRANKLIN COUNTY	$ 42.19	22.40
JEFFERSON AND ST. CHARLES COUNTIES	$ 42.19	22.40
LINCOLN COUNTY	$ 38.04	22.40
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES	$ 36.13	22.40

WARREN COUNTY.....$ 38.04		22.40

ELEC0001-002 06/22/2025

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN, IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY,REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD, WARREN, WASHINGTON AND WAYNE COUNTIES

	Rates	Fringes
Electricians.....$ 49.29		33.642

ELEC0002-001 08/31/2025

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN, MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY, MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....$ 49.68		36.5%+7.50
Groundman & Truck Driver....$ 37.95		36.5%+7.50
Lineman & Cable Splicer.....$ 57.88		36.5%+7.50

ELEC0053-005 08/31/2025

ANDREW, ATCHINSON, BARRY, BARTON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL, CASS, CEDAR, CHRISTIAN, CLAY, CLINTON, DADE, DALLAS, DAVIES, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, LAFAYETTE, JACKSON, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, JOHNSON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, PETTIS, PLATTE, POLK, RAY, SALINE, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES

	Rates	Fringes
Line Construction:		
Groundman Powderman.....$ 38.44		1.5%+20.18
Groundman.....$ 35.86		1.5%+25.34
Lineman Operator.....$ 52.45		1.5%+19.34
Lineman.....$ 58.15		1.5%+26.69

ELEC0095-001 06/01/2025

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers.....$ 25.40		12.19
Electricians.....$ 32.25		20.81

ELEC0124-007 09/01/2025

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES:

	Rates	Fringes
Electricians.....$ 54.01		27.85

ELEC0257-003 03/01/2025

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN, CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES, MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers.....$ 30.42		16.085
Electricians.....$ 40.50		23.26

ELEC0350-002 12/01/2024

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

	Rates	Fringes
Electricians.....$ 37.60		22.145

ELEC0453-001 09/01/2024

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES.	$ 32.40	19.11
PULASKI and TEXAS COUNTIES..	$ 39.70	19.84
STONE and TANEY COUNTIES....	$ 28.65	18.34

ELEC0545-003 06/01/2025

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER, GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY, AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:.....	$ 43.20	21.50

ELEC0702-004 01/06/2025

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	$ 38.18	29%+8.85
Groundman-Equipment Operator Class II (all other equipment).....	$ 46.49	29%+8.85
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	$ 52.13	29%+8.85
Lineman.....	$ 74.55	29%+8.85

ENGI0101-001 05/01/2025

AREA 1
ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL, CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN, LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH COUNITES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	$ 38.83	21.87
GROUP 2.....	$ 38.43	21.87
GROUP 3.....	$ 36.43	21.87

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self- propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster);

welding machine; vibrating machine operator (not hand held); welding machine.
GROUP 3: (a) Oiler;
(b) Oiiler driver
(c) Mechanic.

HOURLY PREMIUMS:
THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .75) ABOVE GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

ENGI0101-005 04/01/2025

CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 40.17	22.29
GROUP 2	$ 39.13	22.29
GROUP 3	$ 34.66	22.29
GROUP 4	$ 38.01	22.29

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: ""A"" Frame truck operator; back filler operator; boilers (1); chip spreader;churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:
HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($1.00) ABOVE GROUP 1 RATE:
Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;
Piledrivers 80 ft. of boom or over (including jib);
Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2025

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS,

GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 36.60	19.32
GROUP 2	$ 36.25	19.32
GROUP 3	$ 36.05	19.32
GROUP 4	$ 34.00	19.32

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive $ .25 above GROUP 1 rate:
Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);
Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive $ .50 above GROUP 1 rate:
Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive $ .75 above GROUP 1 rate:
Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/05/2025

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 45.96	30.96
GROUP 2	$ 45.96	30.96
GROUP 3	$ 44.66	30.96
GROUP 4	$ 44.22	30.96

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from

pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreaker; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Cimbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self- propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjenction with an air compressor, operator shall be paid $ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2""; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - $2.00;
Crane,climbing (such as Linden) - $.50;
Crane, Pile Driving and Extracting - $ .50
Crane with boom (including job) over
100 ft from pin to pin - add $.01 per foot
to maximum of $4.00);
Crane, using rock socket tool - $ .50;
Derrick, diesel, gas or electric hoisting material
and erecting steel (150 ft or more above ground) - $ .50;
Dragline, 7 cu yds and over - $ .50;
Hoist, Three or more drums in use - $ .50;
Scoop, Tandem - $.50;
Shovel, Power - 7 cu yds and over - $ .50;
Tractor, Tandem Crawler - $ .50;
Tunnel, man assigned to work in tunnel or
tunnel shaft - $ .50;
Wrecking, when machines are working on
second floor or higher - $ .50

ENGI0513-006 05/01/2025

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

	Rates	Fringes

Power equipment operators:

GROUP 1	$ 40.39	30.33
GROUP 2	$ 40.04	30.33
GROUP 3	$ 39.84	30.33
GROUP 4	$ 36.19	30.33

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; guad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4"" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4"" & over one.

FOOTNOTE: HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oiler - $2.00
Certified Crane Operator - $1.50;
Certified Hazardous Material Operator $1.50;
Crane, climbing (such as Linden) - $0.50;
Crane, pile driving and extracting - $0.50;
Crane, with boom (including jib) over 100' from pin to pin add $0.01 per foot to maximum of $4.00;
Crane, using rock socket tool - $0.50;
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - $0.50;
Dragline, 7 cu. yds, and over - $0.50;
Hoist, three or more drums in use - $0.50; Scoop, Tandem - $0.50;
Shovel, power - 7 cu. yds. or more - $0.50;
Tractor, tandem crawler - $0.50;
Tunnel, man assigned to work in tunnel or tunnel shaft - $0.50;
Wrecking, when machine is working on second floor or higher - $0.50;

ENGI0513-007 05/05/2025

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 45.96	30.96
GROUP 2	$ 45.96	30.96
GROUP 3	$ 44.66	30.96
GROUP 4	$ 44.22	30.96

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or

tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; athey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills nd any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2""; pumps, electric submersible, two through six, over 4""; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2"" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

Backhoe, hydraulic 2 cu. yds. or under without oiler	$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add $.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2025

	Rates	Fringes
Ironworkers: ANDREW, BARTON, BENTON, CAMDEN, CEDAR, CHARITON, CHRISTIAN, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER,		

MONITEAU, MORGAN, NODAWAY,
PETTIS, POLK, PUTNAM,
RANDLOPH, ST. CLAIR,
SULLIVAN, TANEY, VERNON,
WEBSTER, WRIGHT and WORTH
Counties and portions of
ADAIR, BOONE, MACON,
MILLER and RANDOLPH
Counties.....$ 36.00 34.25
ATCHISON, BATES, BUCHANAN,
CALDWELL, CARROLL, CASS,
CLAY, CLINTON, HENRY,
JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
SALINE, AND RAY COUNTIES....$ 39.00 34.25

IRON0010-020 04/01/2025

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:.....	$ 36.00	34.25

IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	$ 27.00	20.96

IRON0396-004 08/06/2025

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON, FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE. GENEVIEVE, and REYNOLDS Counties; and portions of MADISON, PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	$ 44.27	31.65

IRON0396-009 08/07/2024

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES, MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL, LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker.....	$ 41.67	31.25

IRON0577-005 06/01/2024

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker.....	$ 34.05	25.30

IRON0782-003 08/01/2023

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	$ 38.77	29.51
All Other Work.....	$ 33.47	24.12

LABO0042-003 06/04/2025

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	$ 40.82	17.56

LABO0042-005 06/04/2025

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	$ 40.82	17.56
Laborers, Flaggers.....	$ 40.82	17.56

Wrecking	$ 40.82	17.56

LABO0110-005 05/01/2025

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1	$ 40.36	15.96
GROUP 2	$ 40.36	15.96
LABORER (Washington County)		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO0579-005 05/01/2023

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1	$ 29.04	16.59
GROUP 2	$ 29.39	16.59
LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST.CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)		
GROUP 1	$ 28.23	15.60
GROUP 2	$ 28.78	15.60
LABORER (LAFAYETTE COUNTY)		
GROUP 1	$ 29.78	15.85
GROUP 2	$ 30.13	15.85

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggie man; material batch hopper man; material

mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0660-004 05/01/2025

Clark, Knox, Lewis, Marion, Pike, Ralls, Scotland, Shelby Counties

	Rates	Fringes
LABORER		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO0660-006 06/02/2025

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General)	$ 36.91	15.62
Lincoln, Monntomery, and Warrner Counties	$ 39.76	15.96
St. Charles County	$ 41.18	15.96

LAB00662-001 05/01/2025

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LAB00663-002 04/01/2025

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 36.24	15.87
GROUP 2	$ 37.45	15.87

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer,water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman,asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing

trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

LABO0840-011 05/01/2025

Crawford, Dent, Franklin, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties

	Rates	Fringes
LABORER (Crawford, Dent, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties)		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96
LABORER (Franklin County)		
GROUP 1	$ 40.31	15.96
GROUP 2	$ 40.31	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO0955-012 05/01/2025

Adair, Audrain, Boone, Chariton, Cooper, Howard, Linn, Macon, Monroe, Putnam, Randolph, Schuyler and Sullivan Counties

	Rates	Fringes
LABORER		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO1104-005 05/01/2025

Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, Scott, St Francois, Ste Genevieve, Stoddard and Wayne Counties

	Rates	Fringes
LABORER		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool

operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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PAIN0002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller; Taper	$ 28.61	10.24
High work over 60 feet	$ 29.11	10.24
Lead Abatement	$ 29.36	10.24
Pressure Roller; High work under 60 ft	$ 28.86	10.24
Spray & Abrasive Blasting; Water Blasting (Over 5000 PSI)	$ 30.61	10.24
Taper (Ames Tools & Bazooka)	$ 30.21	10.24

PAIN0002-006 04/01/2023

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.

	Rates	Fringes
Painters:		
Bridges, Dams, Locks or Powerhouses	$ 28.49	15.03
Brush and Roll; Taping, Paperhanging	$ 26.49	15.03
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement	$ 27.49	15.03
Spray; Structural Steel (over 50 feet)	$ 27.49	15.03
Tapers using Ames or Comparable Tools	$ 27.24	15.03

PAIN0003-004 04/01/2019

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 33.41	17.76
Brush & Roller	$ 30.54	17.76
Drywall	$ 31.74	17.76
Paper Hanger	$ 31.04	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 32.41	17.76
Steeplejack	$ 36.98	17.76

PAIN0003-011 04/01/2019

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 26.73	17.76
Brush & Roller	$ 24.43	17.76

Drywall	$ 25.39	17.76
Paper Hanger	$ 24.83	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 26.35	17.76
Steeplejack	$ 29.58	17.76

PAIN1185-008 04/01/2025

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller	$ 33.90	17.21
Floor Work	$ 34.90	17.21
Lead Abatement	$ 33.25	17.21
Spray	$ 34.90	17.21
Structural Steel, Sandblasting and All Tank Work	$ 35.90	17.21
Taping, Paperhanging	$ 34.90	17.21

PAIN1292-002 09/01/2024

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks	$ 35.30	17.65
Brush & Roller	$ 29.80	17.65
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI)	$ 31.80	17.65

Height Rates (All Areas):
Over 60 ft. $0.50 per hour.
Under 60 ft. $0.25 per hour.

PAIN1292-003 09/01/2024

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks	$ 35.30	17.65
Brush & Roller	$ 30.95	17.65
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI)	$ 32.95	17.65

Height Rates (All Areas):
0ver 60 ft. $0.50 per hour
Under 60 ft. $0.25 per hour.

PAIN2012-001 04/01/2025

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY & WORTH COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller	$ 36.18	19.97
Sandblaster	$ 40.76	19.97
Steeplejack	$ 44.33	19.97

PAIN2015-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT COUNTIES

	Rates	Fringes
Painters:		
Finisher	$ 20.18	11.33
Painter	$ 19.75	11.76
Sandblaster, High Man, Spray Man, Vinyl Hanger, Tool Operator	$ 21.18	11.33

PLAS0518-006 03/01/2025

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,

HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.37	12.43

PLAS0518-007 04/01/2025

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Cement Masons:	$ 39.06	18.71

PLAS0518-011 04/01/2025

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY, HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 40.13	20.50

PLAS0518-019 03/01/2025

Adair, Audrain, Benton, Boone, Callaway, Caldwell, Camden, Carroll, Chariton, Cole, Cooper, Daviess, Gasconade, Grundy, Harrison, Howard, Linn, Livingston, Macon, Maries, Mercer, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Putnam, Randolph, Saline, Schuyler, Shelby and Sullivan Counties

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.52	15.88

PLAS0527-001 04/01/2023

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND WARREN COUNTIES	$ 37.29	20.23
JEFFERSON, ST. CHARLES COUNTIES AND ST.LOUIS (City and County)	$ 38.46	20.13

PLAS0527-004 06/01/2023

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES

	Rates	Fringes
CEMENT MASON	$ 32.00	19.72

PLAS0908-001 05/01/2025

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON	$ 35.10	18.78

PLUM0008-003 06/01/2024

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers	$ 56.63	24.54

PLUM0008-017 06/01/2024

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
Plumbers	$ 56.63	24.54

PLUM0045-003 08/01/2024

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes

Plumbers and Pipefitters.....$ 47.45 26.15

PLUM0178-003 11/01/2024

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	$ 39.35	15.72

PLUM0178-006 11/01/2022

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects $750,000 & under...	$ 32.78	15.32
Projects over $750,000.....	$ 35.75	15.32

PLUM0533-004 06/01/2024

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

	Rates	Fringes
Pipefitters.....	$ 55.56	25.80

PLUM0562-004 07/01/2023

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY,CAMDEN, CAPE GIRARDEAU,CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST.FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON,AND WAYNE COUNTIES.

	Rates	Fringes
Plumbers and Pipefitters		
Mechanical Contracts including all piping and temperature control work $7.0 million & under.....	$ 46.66	21.99
Mechanical Contracts including all piping and temperature control work over $7.0 million.....	$ 46.66	21.99

PLUM0562-016 07/01/2023

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City and County), WARREN and WASHINGTON COUNTIES

	Rates	Fringes
Plumbers		
Mechanical Contracts including all piping and temperature control work $7.0 million & under.....	$ 46.66	21.99
Mechanical Contracts including all piping and temperature control work over $7.0 million.....	$ 46.66	21.99

TEAM0013-001 05/01/2025

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	$ 35.84	15.85
GROUP 2.....	$ 35.99	15.85
GROUP 3.....	$ 36.11	15.85
GROUP 4.....	$ 35.74	15.85
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW		

MADRID, OSAGE, PEMISCOT,
PERRY, PHELPS, PIKE, PULASKI,
RALLS, REYNOLDS, ST.
FRANCOIS, STE. GENEVIEVE,
SCOTT, SHANNON, SHELBY,
STODDARD, TEXAS, WASHINGTON
AND WAYNE COUNTIES)

GROUP 1	$ 36.57	15.85
GROUP 2	$ 36.72	15.85
GROUP 3	$ 36.84	15.85
GROUP 4	$ 36.73	15.85
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1	$ 38.93	15.85
GROUP 2	$ 39.08	15.85
GROUP 3	$ 39.15	15.85
GROUP 4	$ 39.04	15.85
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1	$ 37.58	15.85
GROUP 2	$ 38.73	15.85
GROUP 3	$ 37.80	15.85
GROUP 4	$ 37.69	15.85

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon, Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

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TEAM0056-001 05/01/2025

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICHKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1	$ 36.27	15.85
GROUP 2	$ 36.43	15.85
GROUP 3	$ 36.42	15.85
GROUP 4	$ 36.54	15.85
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1	$ 35.54	15.85
GROUP 2	$ 35.70	15.85
GROUP 3	$ 35.69	15.85
GROUP 4	$ 35.81	15.85
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1	$ 35.93	15.75
GROUP 2	$ 36.04	15.75
GROUP 3	$ 36.08	15.75
GROUP 4	$ 36.08	15.75

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick

trucks; float or low boy.

TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Truck drivers:		
Traffic Control Service Driver	$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2025

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 38.61	15.85
GROUP 2	$ 38.04	15.85
GROUP 3	$ 37.52	15.85

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom ruck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2025

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 37.83	9.85+a+b+c
GROUP 2	$ 37.83	9.85+a+b+c
GROUP 3	$ 37.83	9.85+a+b+c

a. PENSION: 5/1/2012 - $182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive $1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such

an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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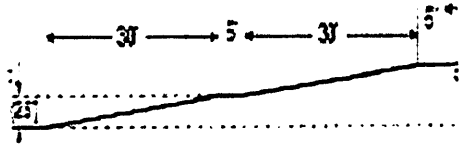
END OF GENERAL DECISION"

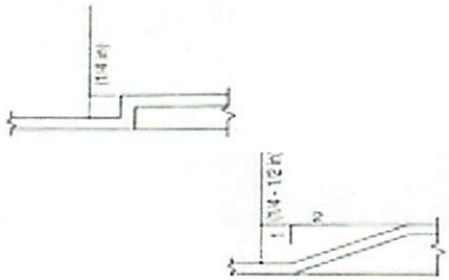
ADA CHECKLIST

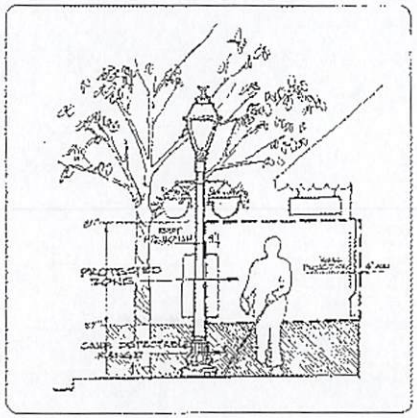
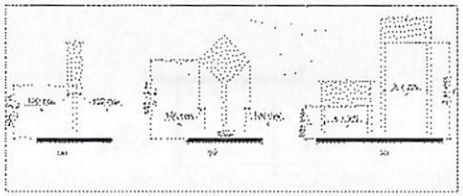
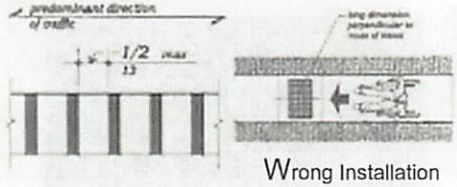
Revised July 8, 2024

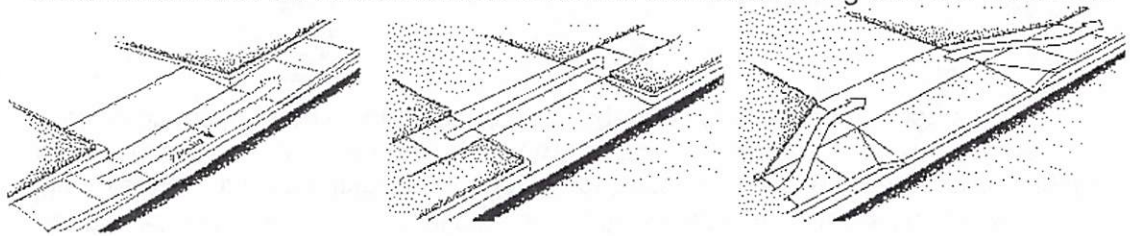
Job No._____ **Route**_____ **County**_____ **Location** _____

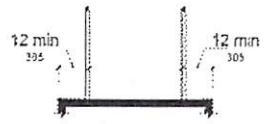
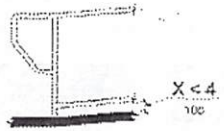
Pedestrian Access Route (PROWAG R204)				
Figures/Examples	**Requirements** [1]	**YES**	**NO**	**NA**
Sidewalk Width 	• The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. • The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. • MoDOT Sidewalks shall be 5 feet wide minimum. [2] • MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. [2] • Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. [2] • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
Passing Spaces	• Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. • Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.			
Sidewalk Running Slope The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.	• The running slope of a pedestrian access route shall be 5 percent maximum. **<u>Roadway Grade Exception</u>**: Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway. • Running Slopes shall be measured using a calibrated 2 foot long digital level.			

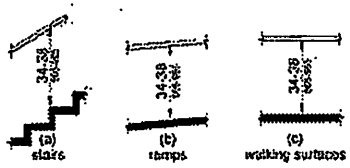
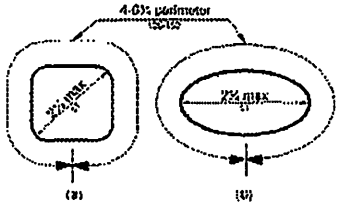
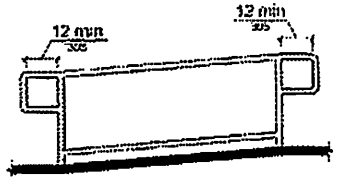
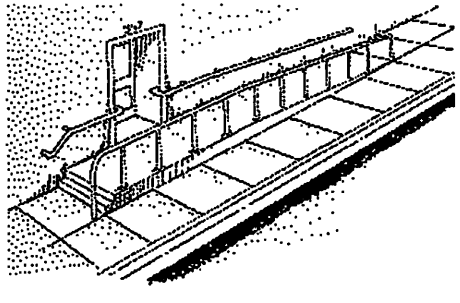
Figures/Examples	Requirements [1]	YES	NO	NA
Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.	• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered) • 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent). • In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant. • Cross Slopes shall be measured using a calibrated 2 foot long digital level.			
Sidewalk Ramps For example, a sidewalk ramp segment with the maximum allowed running slope of 8.33% would require a landing after every 30' of run.  	• A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp. • Sidewalk Ramps shall have landings at the top and the bottom of each ramp run. - The landing clear width shall be at least as wide as the widest ramp run leading to the landing. - The landing clear length shall be 5.0 feet long minimum. - Sidewalk Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum. - Landing slopes shall be 2 percent maximum. - Changes in level at grade breaks shall be flush. • Cross slope of ramp runs shall be 2 percent maximum. • The rise for any ramp run shall be 30 inches maximum. • Sidewalk Ramp runs with a rise greater than 6 inches shall have handrails. • Handrails shall be provided on both sides of stairs and sidewalk ramps. • Edge protection shall be provided on each side of sidewalk ramp runs. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

Figures/Examples	Requirements [1]	YES	NO	NA
Vertical Alignment	• Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. • Grade breaks shall be flush. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. • Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.			
Changes in Level  	• Changes in level at grade breaks shall be flush. • Changes in level of ¼ inch high maximum shall be permitted to be vertical. • Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h. • The bevel shall be applied across the entire level change. • Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.			

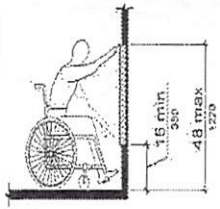
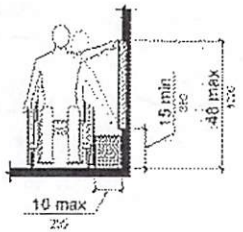
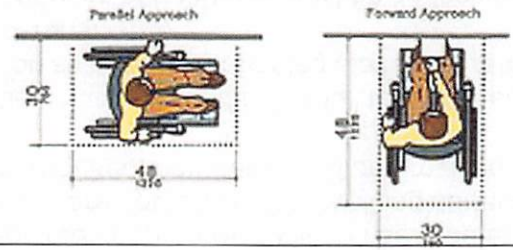
Figures/Examples	Requirements [1]	YES	NO	NA
 	• Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes. • Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. • Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3) • Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. • Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. • Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.			
 Wrong Installation	• Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Lift holes for manhole/utility covers shall not have an opening greater than ½ inch. Plugging of holes greater than ½ inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.			

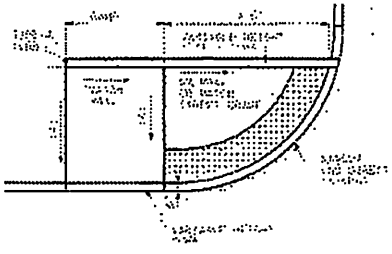
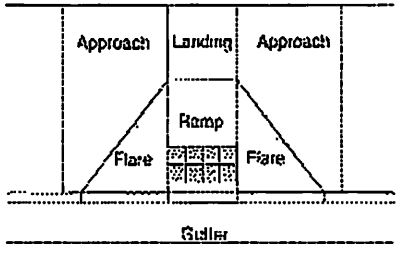
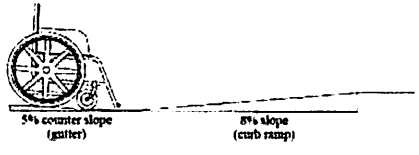
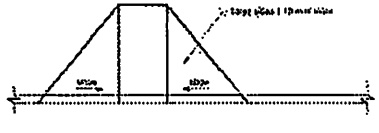
ENTRANCES (PROWAG R301)				
Figures/Examples	**Requirements** [1]	**YES**	**NO**	**NA**
	• The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum. • Cross slope shall be 2 percent maximum. • Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition. [2] 			

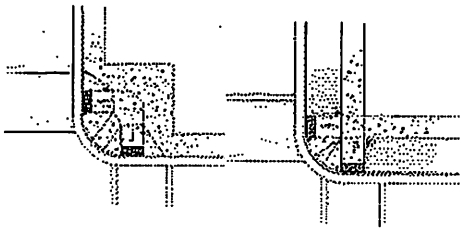
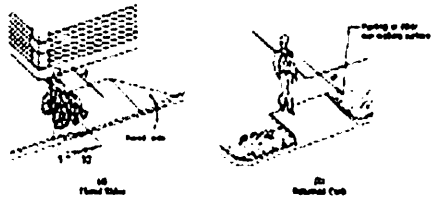
EDGE PROTECTION (PROWAG R406.8)				
Figures/Examples	**Requirements** [1]	**YES**	**NO**	**NA**
 	• Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. • A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. • Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail. • Edge protection shall not be required on curb ramps and their landings. • Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. • Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area.			

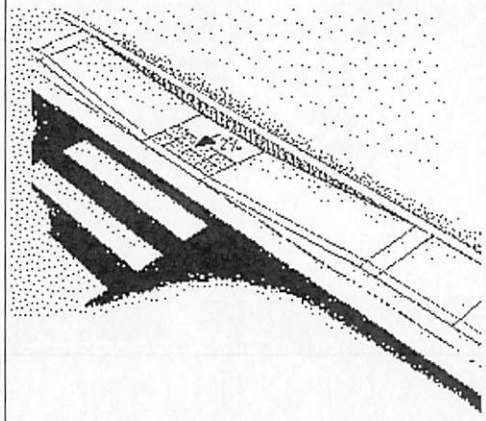
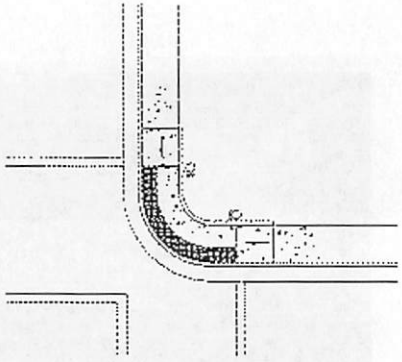
HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
   	• The clear width of walking surfaces shall be 4.0 feet minimum. • Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps. • Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs. • Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces. • Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum. • Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum. • Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum. • Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges. • Handrails shall not rotate within their fittings. • Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run. • At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. • At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. • See Edge Protection section above (also PROWAG 406.8) for additional details.			

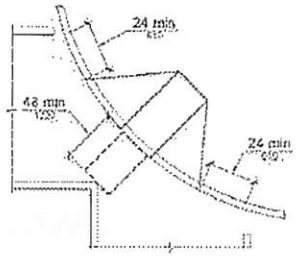
STAIRWAYS (PROWAG R407)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum. • Open risers are not permitted. • The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below. • Stairs shall have handrails complying with PROWAG 2005 R408.			

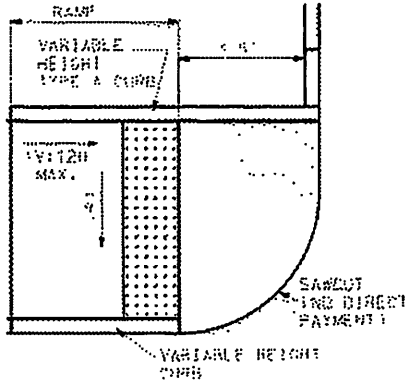
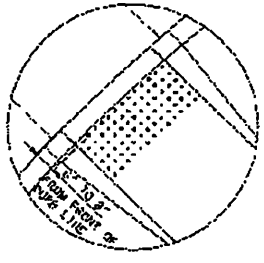
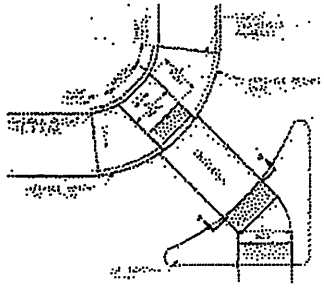
UNOBSTRUCTED REACH RANGES (PROWAG R406)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
 	Forward Reach • Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. Side Reach • Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground. • EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3) 			

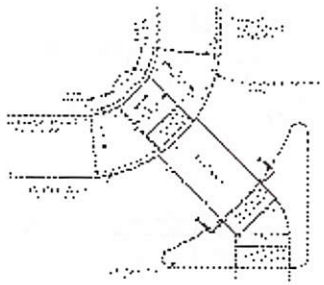
CURB RAMPS (PROWAG R304)				
Figures/Examples	**Requirements** [1]	**YES**	**NO**	**NA**
A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.     **15 Foot Rule:** For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.	• The clear width of curb ramps, excluding the flares, shall be 4.0 feet minimum. • Curb Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the curb ramp length to exceed 15.0 feet. **Exception: 15 Foot Rule:** The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length. • Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered) • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • Handrails and Edge protection shall not be required on curb ramps and their landings. • Curb height = 0 inches within curb ramp spaces. • Curb ramps must be flush with street. • The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5) • The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level. • Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.			

Figures/Examples	Requirements [1]	YES	NO	NA
 Perpendicular Ramps  X = 4'Min. Flared Sides in Pathway Flared Sides Not in Pathway **Roadway Grade Exception:** Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.	• **Perpendicular curb ramps** shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered) • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. **Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. • Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. • If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.			

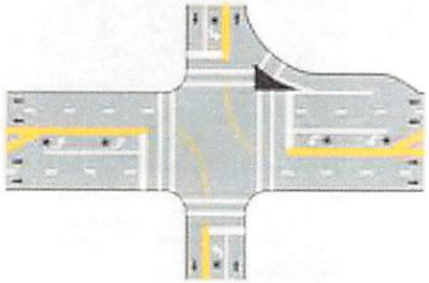
Figures/Examples	Requirements [1]	YES	NO	NA
 Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.	• **Parallel curb ramps** shall have a running slope that is in-line with the direction of sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered) **Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space. • Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
	• **Blended Transitions** shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum. • The clear width blended transitions, excluding flares, shall be 4.0 feet minimum. • Detectable warning surfaces shall be provided where a blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

Figures/Examples	Requirements [1]	YES	NO	NA
  	• **Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board.** • Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. • The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing. <u>Roadway Grade Exception</u>: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.			

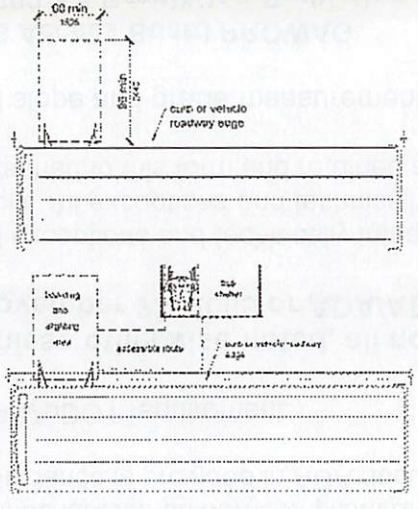
DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.   	• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street. • Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing. • Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. [2] • Detectable warnings shall not be stamped into concrete.			

ISLANDS AND MEDIANS (PROWAG R305.4)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
  	• Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk. • Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides. • All median island passage spaces shall provide a clear width of 5 feet minimum. [2] • Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel. **Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade. • Each curb ramp shall have a level area 48 inches long minimum by 48 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings. • The 48 inch minimum by 48 inch minimum areas and the accessible route shall be permitted to overlap. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306 and EPG 902.6.1 – EPG 902.6.15)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
         	• Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval at new signalized intersections and shall be considered at existing intersections being altered or are needing maintenance applications. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. • Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. • Accessible pedestrian pushbuttons shall be located within a reach range complying with EPG 642. • A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. **Roadway Grade Exception**: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route. • Pedestrian signals shall comply with PROWAG 2005 R306 and EPG 902.6.1 through 902.6.15. - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 3.5 pounds to activate operable parts. - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line. - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart. - Pushbuttons are located at a height of approximately 42 inches, but no higher than 48 inches from the ground and within 10 inch reach from a level paved clear floor or ground space with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches. - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.			

PEDESTRIAN STREET CROSSINGS (PROWAG R305 and EPG 642)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
 	• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • Accessible pedestrian signals and pedestrian pushbuttons provided at pedestrian crossings with pedestrian signals (See EPG 642 for applicability) shall comply with EPG 902.6.8 through 902.6.15. Operable parts shall comply with EPG 902.6.9 – 902.6.15. • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.			

ALTERNATE CIRCULATION PATH (PROWAG R302)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4). • A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface. • Support members shall not protrude into the alternate circulation path.			

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)				
Figures/Examples	**Requirements [1]**	**YES**	**NO**	**NA**
	• Bus stop boarding and alighting areas shall have a firm, stable surface. • Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and alighting area.			

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

[2] A MoDOT requirement.

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

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

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

US Access Board PROWAG

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

Inspector Name: _____ **Inspector Signature:** _____	**Date:**
Contractor Representative Name: _____ **Contractor Representative Signature:** _____	**Date:**
Resident Engineer or Area Engineer Name: _____ **Resident Engineer or Area Engineer Signature:**	**Date:**
Distribution: ❑ **Project Office** ❑ **District Permit Office**	

SAMPLE

ADA EXCEPTIONS DOCUMENTATION

Job No._____ **Route**_____ **County**_____ **Location**_____

Item	Location	Standard	As Built	Discussion
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

Inspector Name: _____ **Inspector Signature:** _____	**Date:**
Resident Engineer or Area Engineer Name: _____ **Resident Engineer or Area Engineer Signature:**	**Date:**
Distribution: ❑ **Project Office** ❑ **District Permit Office**	

EFFECTIVE DATE: _____

TERMINATION DATE: _____

CONTRACT NUMBER: _____

CONSTRUCTION CONTRACT FOR THE CHEYENNE ROAD TRAIL

THIS CONSTRUCTION CONTRACT FOR THE CHEYENNE ROAD TRAIL ("Contract") is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri ("City") and _____, a _____ ("Contractor").

WHEREAS the City, after conducting a Request for Bid solicitation process, referenced as RFB-034-2025/Street desires to engage Contractor to perform installation of the Cheyenne Road trail; and

WHEREAS Contractor submitted one of the selected Bids; and

WHEREAS the City desires to engage Contractor to perform such work under the terms and conditions of this Contract; and

WHEREAS the Contractor desires to perform such work under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. Manner and Time for Completion.

1.1. The Contractor agrees to perform and undertake the work described herein.

1.2. The Contractor shall perform said work in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor's profession in the performance of similar work.

1.3. The work is described in Exhibit A, which is attached hereto and incorporated herein by this reference ("Services").

1.4. The rates for the Services provided by the Contractor are established in Exhibit B, which is attached hereto and incorporated herein by this reference.

1.5. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws within 120 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City, within 30 days after the date of execution of this Contract. If such order is not issued within 30 days after execution of this Contract, then this Contract shall terminate.

2. Addition to Services. The City may add to the Services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. Payment.

3.1. Progress Payments.

3.1.1. Provided that Contractor performs the Services in the manner set forth herein, the City shall pay the Contractor in accordance with the provisions of this Contract, which shall constitute full and complete compensation for the Contractor's work. Such compensation shall be paid in progress payments subject to receipt of a requisition for payment and a statement of the work provided by the Contractor for the period covered by the requisition.

3.1.2. The Contractor is responsible for ensuring that the requisition is received by the City no more than 6 months after completion of the work embraced within said requisition. The City shall have no obligation to pay any requisition which is received by the City more than 6 months after the completion of any work embraced within said requisition.

3.1.3. Such requisition shall include an acknowledgement signed by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the Contract.

3.1.4. If applicable, the City shall provide notice to the Contractor of any payment amount withheld and the reason for such withheld payment.

3.1.5. The acceptance of any payment under this Contract expressly constitutes a release by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract prior to the date of payment by City.

3.1.6. Requisitions shall be submitted to the City via the AccountsPayable@nixa.com email address, or in writing to the address of the City provided below.

3.1.7. Subject to the provisions of Paragraph 3, the City shall pay the Contractor within 30 days of receipt by the City of the requisition.

3.2. Retainage. City shall withhold 0% from each progress payment as retainage to ensure performance and completion of the Contract. Retainage amounts shall be paid as part of City's Final Payment to Contractor.

3.3. Payment Conditioned on Acceptable Performance. No payment shall be made by City unless the Contractor's performance for work which it seeks payment was completed in compliance with the provisions of this Contract. No partial payment to the Contractor shall operate as approval of acceptance of all work completed by Contractor prior to the date of payment.

3.4. Availability of Funds. The total potential compensation to be paid to the Contractor over the entire term of this Contract, including all renewals, is estimated to be **[Insert Total Multi-Year Contract Value]** and shall in no event exceed this amount.

Notwithstanding the total contract value, the parties expressly agree that the City's obligation to make payments under this Contract is contingent upon the annual appropriation of funds by the

City Council. For the current fiscal year ending December 31, **20XX**, the City's obligation is limited to the sum of **[Insert Current Fiscal Year Appropriated Amount]**. The Director of Finance's certification applies only to this amount for the current fiscal year.

In the event the City Council fails to appropriate funds for the performance of this Contract in any future fiscal year, this Contract shall automatically terminate, effective at the end of the last fiscal year for which funds were appropriated. The City shall provide the Contractor written notice of such non-appropriation at the earliest opportunity. Such termination shall be without penalty or expense to the City, and the City shall have no further liability or obligation to the Contractor except for payment for services satisfactorily performed and expenses reasonably incurred prior to the effective date of termination.

3.5. Final Completion and Final Payment.

3.5.1. Final Completion is the point at which all work under this Contract has been completed by the Contractor in strict compliance with the terms of this Contract and the Contractor is ready to receive its Final Payment. Final Completion will only occur when all of the following conditions, unless waived in writing by the City, have been satisfied:

3.5.1.1. All work is complete and in compliance with this Contract.

3.5.1.2. Contractor has submitted to the City a Final Payment Application for all funds remining due under the Contract.

3.5.1.3. Contractor has completed all of its obligations under this Contract, including, without limitation, provided all manufacturer's warranties or any other warranties which are part of the project, provided any manuals for the operation and maintenance of equipment and systems which are part of the project, provided any as-builts or other drawings, any documentation transferring to City ownership of all equipment and materials which are part of the project, and any other close-out requirements reasonably required by the City.

3.5.1.4. Contractor has delivered to the City a final claim statement setting forth in detail all claims of any kind pending against the City or any indemnitee connected with or arising out of this Contract that are pending but not yet resolved. Any claim not specified by the Contractor, whether on behalf of itself or its subcontractors, shall be deemed waived.

3.5.2. Unless otherwise provided in Paragraph 3.5, the manner in which a Final Payment is made shall be governed by the provisions of Paragraph 3.1.

3.5.3. The Contractor shall notify the City, in writing, when it considers Final Completion has been achieved. After receiving such notice, the City shall, within a reasonable time thereafter, schedule an inspection of the work to determine if Final Completion has been achieved. If the City determines that Final Completion has not been achieved, the City shall promptly provide the Contractor with a list of items to be completed or corrected to enable City to certify that Final Completion has been achieved. The Contractor shall promptly perform such work and notify the City upon completion so another inspection can be scheduled. If the City determines that Final Completion has been achieved, the City shall promptly notify the Contractor that all requirements have been met.

3.5.4. The acceptance of Final Payment under this Contract expressly constitutes a release of the City by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract.

3.6. Additional Payment Terms.

3.6.1. Payment to Contractor shall be by check or by electronic funds transfer, at the sole discretion of the City. Payment shall be provided to the Contractor at the address or the account number provided by the Contractor.

3.6.2. Contractor shall, as a condition precedent to any payments made as part of this Contract, sign up and comply with the requirements of the City's payment verification vendor, currently PaymentWorks. The Contractor agrees to reasonably cooperate with the City's payment verification vendor's requests for information.

3.7. Liquidated Damages. The parties mutually and expressly agree that time of completion of work by the Contractor is of the essence due to the fact that work is being performed adjacent to Nixa Public Schools. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in this Contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of $1,100 per day for each and every calendar day that the performance of this Contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any funds otherwise due to Contractor from the City. The Services are not considered complete until final acceptance by the City.

4. Exchange of Data and Cooperation. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge, and the parties shall reasonably cooperate with each other in every possible way in the carrying out of the Services.

5. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense all personnel required to perform the Services. Such personnel shall not be considered employees of the City. All the Services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such Services. None of the Services covered by this contract shall be subcontracted without the prior written approval of the City.

6. Term. This Contract shall commence upon its full execution by the Parties and shall continue until the completion and acceptance by the City of the Services, unless sooner terminated pursuant to Paragraph 7.

7. Termination.

7.1. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall

constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

7.2. Termination for Convenience. The City shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

8. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

10. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this Contract which would violate any applicable federal regulations or the provisions of RSMo. Section 105.450 et seq or the provisions of Nixa City Charter Section 13.1.

11. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Contract, including by operation of law, change of control, or merger, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

12.1. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

12.2. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor.

14. Insurance Requirements.

14.1. Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall at all times during the Term of this Contract, and for a period of three years thereafter, unless waived in writing by the City, at Contractor's sole cost and expense, have at least the following types and amounts of insurance:

14.1.1. Commercial General Liability Insurance with limits no less than $ 532,148.00 per person and $ 3,547,658.00 in the aggregate, including bodily injury and property damage, which policy shall include contractual liability coverage insuring the activities of Contractor under this Contract;

14.1.2. Worker's Compensation Insurance with statutory coverage as provided for in RSMo. 287.010 et seq.;

14.1.3. Employers Liability Insurance with limits no less than $ 532,148.00 per person and $ 3,547,658.00 in the aggregate;

14.1.4. Commercial Automobile Liability covering all owned, non-owned, and hired vehicles, with limits no less than $ 532,148.00 per person and $ 3,547,658.00 in the aggregate; and

14.1.5. Owner's and Contractor's Protective Liability Insurance. To protect the City, its agents, servants, and employees from claims which may arise from the performance of this Contract, with limits of at least $3,448,710.00 for all claims arising out of a single accident or occurrence and at least $517,306.00 with respect to injuries and/or death of any one person in a single accident or occurrence. The Owner's and Contractor's Protective Liability Insurance must:

14.1.5.1. Be a separate policy with the named insured being: The City of Nixa, Missouri; and

14.1.5.2. Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and

14.1.5.3. Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any

14.2. All insurance policies required pursuant to Paragraph 14 shall:

14.2.1. Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than a B+ Rating;

14.2.2. Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Contractor shall have new insurance policies in place that meet the requirements of this Paragraph 14;

14.2.3. Waive any right of subrogation of the insurers against the City or any of its officials, employees, or agents;

14.2.4. Provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory;

14.2.5. Name the City and its officials, employees, and agents, as additional insured;

14.2.6. Not be met by the use of a single limit policy.

14.3. Contractor shall provide the City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 14 at the time of execution of this Contract and shall not do anything to invalidate such insurance.

14.4. Failure of the Contractor to maintain the coverages set out in this Paragraph 14 shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

14.5. This Paragraph 14 shall not be construed in any manner as waiving, restricting, or limiting the liability of the Contractor for any obligations imposed under this Contract (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold harmless under this Contract).

14.6. Subcontracts. In case any or all the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in this Paragraph 14. Contractor shall provide evidence of such insurance from said subcontractor.

14.7. Changes in policy limits. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. is broadened or increased during the term of this Contract by legislative or judicial action or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of this Contract, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased exposure as the result of increase. Any such additional insurance coverage shall be evidenced by an appropriate Certificate of Insurance and shall take effect within the time set forth in the addendum.

14.8. Survival. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

15. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

16. Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

17.1. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the Contractor under this contract.

17.2. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

17.3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due to any employees in rendering services pursuant to this Contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

17.4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.

17.5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

17.6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

17.7. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

17.8. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

18. Contract Documents.

18.1. The entire Contract of the parties shall consist of the following documents:

18.1.1. This Contract; and

18.1.2. _____ (Exhibit A); and

18.1.3. _____ (Exhibit B).

18.2. The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein.

18.3. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

18.4. In the event of a conflict between terms, the terms of this Contract, exclusive of its Exhibits, Attachments, or Schedules, shall control over the terms of any Exhibit, Attachment, or Schedule.

19. Nonresident or Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

19.1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

19.2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

19.3. The Contractor shall utilize a United States based bank at the time of execution of this Contract. The City shall not be responsible for any additional costs incurred in the event that the Contractor utilizes a non-United States based bank.

20. Notices.

20.1. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown below:

To City:

Name: City of Nixa, Missouri
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa MO 65714
Phone: 417.725.3785
Email:
Attn:
Dept:

To Contractor:

Name:
Address:
Phone:
Email:
Attn:

20.2. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20.3. Notice of information may be updated by the respective party upon reasonable notice of such change to the other party.

21. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

22. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

23. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

24. No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.

25. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule which would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Courts of Christian County, Missouri. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

26. Waiver of Jury Trial. Each party irrevocably and unconditional waives any right it may have to a trial by a jury in respect to any legal action arising out of or relating to this Contract or the transaction contemplated thereby. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

27. No Waiver of Governmental Immunity. No provision of this Contract is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state law on municipal liability or governmental immunity. No indemnification provision contained in this Contract under which Customer indemnifies the City shall be construed in any way to limit any other indemnification provision contained in this Contract.

28. Severability. If any term or provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision.

29. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

30. Interpretation. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

31. Payment for Labor and Materials. The Contractor shall pay for all labor and materials used in the provision of the Services.

32. Performance and Payment Bonds.

32.1. The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on forms approved by the City. Each bond shall be in the amount of INSERT CONTRACT AMOUNT (full amount of contract) conditioned upon the

full and faithful performance of all terms and conditions of this Contract and payment of all labor and material suppliers.

32.2. It is further mutually agreed between the parties that if at any time after the execution of this Contract the City deems the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within 5 days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City.

32.3. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

33. Prevailing Wage. In compliance with sections 290.210 through 290.340 RSMo, all workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City $100.00 for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is $75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than $75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds $75,000.00.

34. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must 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. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500.00 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those Contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employees found in violation).

35. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said

business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

36. Compliance with Anti-Discrimination against Israel Act. Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of $100,000 for Contractors with ten or more employees, Contractor, by executing this Contract, certifies that the Contractor 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; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

[Remainder of page intentionally left blank. Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have set their hands on the day and year herein stated.

CITY

_____
Jimmy Liles, City Administrator

Date: _____

ATTEST:

_____
Rebekka Coffey, City Clerk

Approved as to form:

_____
Nick Woodman, City Attorney

CONTRACTOR

_____
Authorized Signer

Date: _____

_____
Printed Name

_____
Title

Director of Finance Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged. I further certify that for the current fiscal year ending December 31, 20XX, there is an unencumbered balance to the credit of such appropriation sufficient to pay the City's obligation for the current fiscal year, and that the appropriate accounting entries have been made. The City's obligations in subsequent fiscal years are subject to appropriation by the City Council.

_____
Jennifer Evans, Director of Finance

CONTRACTOR VERIFICATION

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____

as principle, and _____

as surety, are held and firmly bound unto the [OWNER NAME HERE] in the penal sum of:

_____

_____

DOLLARS ($ _____) as the same may be increased by any and all changes in or additions to said contract which may hereafter be made, lawful money of the United States, to be paid to the said [OWNER NAME HERE] or to its certain agents, attorneys, assigns, or to the [OWNER/OFFICIALS NAME HERE], for which sums of money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these presents.

SEALED with our seals and dated _____

The condition of this obligation is such that

WHEREAS, the said bounden principal has entered into a certain contract with the [OWNER NAME HERE] acting by and through the [OWNER/OFFICIALS NAME HERE], said contract being marked.

_____

_____

_____

a copy of said contract being hereto attached and made a part hereof and bearing date of _____

_____

NOW, THEREFORE, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the [OWNER NAME HERE], which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

_____
Secretary

_____
Principal

By _____

Title _____

_____
Surety

ATTEST: (SEAL)

_____

By _____

Title _____

_____
Address – Agent or Broker

_____
Street

_____
City

Name and Street Address of Agent to Whom All Correspondence Should be Directed Relating to Contract and Bond.

_____
Name

_____
Street

_____
City, State

CONTRACTOR'S ACKNOWLEDGEMENT

1. ***Form to be used if Contractor is an individual.***

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL) _____
Notary Public

My commission expires _____, 20 _____.

2. ***Form to be used if Contractor is a partnership or unincorporated company.***

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL) _____
Notary Public

My commission expires _____, 20 _____.

3. ***Form to be used if Contractor is a corporation***

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20 _____, before me appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of _____ (the Contractor) and that the seal affixed to the foregoing agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal, contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____, the day and year first above written.

(SEAL)

_____
Notary Public

My commission expires _____, 20 _____.