



City of Carthage, Missouri

CITY COUNCIL

January 23, 2024 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

AMENDED AGENDA

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance to Flag**
4. **Calling of the Roll**
5. **Reading and Consideration of Minutes of Previous Meeting**
 1. Approval of December 12, 2023 Minutes
6. **Presentations/Proclamations**
 1. Jen Kirby - City of Carthage Tourism Director
 2. Jeff Meredith - Carthage Economic Development Corporation
7. **Public Comments**

(Each person addressing the Council shall state their name and address or the organization or firm represented and is limited to no more than five (5) minutes. The time may be extended by the chair if deemed necessary. Once a person has had their say on a particular issue they are not permitted to once again speak on the issue unless called to answer any further questions by the Council or Chair)
8. **Reports of Standing Committees**
 1. Agendas and Minutes of Standing Committees
9. **Reports from Special Committees and Board Liaisons**
 1. Agendas and Minutes of Special Committees
10. **Report of the Mayor**
11. **Reports/Remarks of Councilmembers**

(Each Councilmember is limited to no more than two (2) minutes. The time may be extended by the Chair if deemed necessary. Once a Councilmember has had their say on a particular issue they are not permitted to once again speak on the issue unless permitted by the Chair)
12. **Administrative Reports**
 1. City Administrator's Report
13. **Report of Claims Presented Against the City**
 1. Motion and a second to approve the Claims
14. **Public Hearings**
15. **Executive Session**
 1. ACCORDING TO SECTION 610.021 (2), THE AGENDA INCLUDES THE POSSIBILITY TO CLOSE PART OF THE MEETING TO DISCUSS THE

LEASING, PURCHASE, OR SALE OF REAL ESTATE BY A PUBLIC GOVERNMENTAL BODY WHERE PUBLIC KNOWLEDGE OF THE TRANSACTION MIGHT ADVERSELY AFFECT THE LEGAL CONSIDERATION THEREFOR.

16. Old Business

1. C.B. 23-79 -- An Ordinance to enter into a Memorandum of Understanding Agreement with the Carthage Hardware, for purchasing in the City of Carthage, Missouri.
2. C.B. 23-80 -- An Ordinance authorizing the Mayor to enter into a contract with the Carthage Economic Development Corporation and Southwest Missouri Bank, for an encumbrance on property to be purchased by the City of Carthage pursuant to Council Bill 23-07, in the City of Carthage, Missouri.

17. New Business

1. C.B. 24-01 -- An Ordinance authorizing the Mayor to enter into a contract between the City of Carthage and Radmacher Brothers Excavation for the interchange improvement at the intersection on I-49 and Dr. Russell Smith Way in the amount of \$2,659,341.10.
2. C.B. 24-02 -- An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and Missouri Department of Transportation for sidewalk improvements, Airport Drive and Fairview Avenue/Route E – 571 to River Street/River Street to Pearl Street, pursuant to TAP 1601(706).
3. C.B. 24-03 -- An Ordinance authorizing the Mayor to grant an Easement of Property owned by the City of Carthage in Municipal Park, to Spire Missouri, Inc. to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures.
4. C.B. 24-04 -- An Ordinance authorizing the Mayor to enter into a participation agreement with Sysco Inc, to provide food services, for the City of Carthage, Missouri.
5. C.B. 24-05 -- An Ordinance authorizing the Mayor to enter into an agreement with the Missouri Department of Conservation for a Community Forestry Cost Share Grant, for updates to tree inventory, in the city of Carthage Missouri.

18. Mayor's Appointments

1. Library Board

19. Executive Session

1. ACCORDING TO SECTION 610.021 (3), THE AGENDA INCLUDES THE POSSIBILITY OF A VOTE TO CLOSE PART OF THE MEETING TO DISCUSS HIRING, FIRING, DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES BY A PUBLIC GOVERNMENTAL BODY WHEN PERSONAL INFORMATION ABOUT THE EMPLOYEE IS DISCUSSED OR RECORDED.

20. Resolutions

1. Resolution 2023 - A Resolution providing for the formal acceptance of an anonymous donation of \$10,000 by the City Council of the City of Carthage, Missouri pursuant to City Policy.

2. Resolution 2024 -- A Resolution by the Carthage City Council of the City of Carthage, Missouri, supporting the censure of a Councilperson, in the City of Carthage, Missouri.

21. Closing Comments

22. Adjournment

1. Additional Packet Correspondence

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



City of Carthage, Missouri

CITY COUNCIL

December 12, 2023 - 6:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

The Carthage City Council met in regular session on the above date in the Council Chambers at 06:30 PM with Mayor Dan Rife presiding.

Assistant Fire Chief Jason Martin gave the invocation. Assistant Police Chief Chad Dininger led the flag salute.

The following Council Members answered roll call: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Trudy Blankenship was absent. City Administrator Greg Dagnan and City Attorney Nate Dally were also present.

The following Department Heads were present: Police Captain Chad Dininger, Assistant Fire Chief Jason Martin, Public Works Director Zeb Carney, Parks & Recreation Director Abi Almandinger, Assistant City Administrator Traci Cox, and Deputy City Clerk Amy Taylor.

Mr. Elliff made a motion, seconded by Mr. Taylor, to approve the minutes of the November 28, 2023 Council Meeting. Motion carried unanimously.

During Citizen's Participation, Bill Putnam, 624 Belle Air Place, wished everyone a wonderful holiday season. He also said he hasn't received the minutes he requested, and responded to comments previously made by Attorney Dally. He also spoke briefly about his complaint made with the State Auditor. Mayor Rife stated that Mr. Putnam had previously spoke on this topic and there was no need for redundancy.

Jack Cruza, 701 E Highland, stated he feels the City is in the midst of organizational conflict and has weak leadership. He spoke about the Assistant City Administrator and City Administrator roles. He spoke about the role of the Mayor and stated he feels the Mayor should be performing more duties that are currently being completed by the City Administrator. He spoke about the removal of the CW&EP board, and about the Precious Moments land purchase and grant. Mayor Rife discussed why the city did not purchase the Precious Moments property.

Derrick Peterson, 1141 Sheila Ann Drive, introduced and gave a brief history of himself and stated he had filed to run for office.

Jana Schramm, 1521 Grand, spoke about her involvement with the Carthage Citizens United group, and announced her resignation from the group so she could file to run for office.

Tom Barlow, 115 Belle Air Place, announced he had filed to run for office.

Kirk Friesen, 527 Belle Air Place, thanked City Attorney Nate Dally for his willingness to answer what he feels are repetitive questions. He addressed City Administrator Greg Dagnan, and thanked Mayor Rife for his actions as Mayor. He also addressed the previous discussion regarding the Precious Moments land purchase, and stated he feels the City made the correct decision in not pursuing the purchase due to the value of the land, and the maintenance required for its upkeep.

Tammy Stark, 918 Fulton, spoke about parking issues in front of Jackson Tire, with people parking in the No Parking zone, stating it creates a hazard. She also addressed the parking lot at the County Health Department, which is listed as parking for the Health Department only, but is used by many as parking for the restaurant across the street. She stated she has spoken to Council in the past, but feels no action has been taken to rectify the issues, and requests that something be done.

Mr. Snow reported the Budget Ways & Means Committee met December 11. Discussed were the items seen on the agenda in Resolution 2020, a budget adjustment for the Police Safety Fund. He stated there will be a public hearing on December 14, 2023 at 6 p.m. in Council Chambers. The meeting is a requirement for those applying for grant funds through the Community Development Block Grant (CDBG). The CDBG grant will be used to improve the sidewalks extending from the Square. He also reported that Retail Sales Tax is down this month and is lagging YTD, and the Use Tax is up this month and is up substantially YTD. Mr. Snow reported the council meeting scheduled for December 26, 2023 has been cancelled due to the Christmas holiday. The next meeting will be January 8th at 5:30.

Ms. Blair reported the Committee on Insurance, Audit and Claims met on this day and approved the claims. She reported Ms. Cox has met with ClearGov to discuss the Budget Book Software. Ms. Cox also met at CW&EP regarding the salary study. Ms. Blair reported the meeting scheduled for December 26, 2023 has been cancelled due to the Christmas holiday. The next meeting will be January 9, 2024 at 5:30.

Mr. Elliff reported the Public Safety Committee met December 5th. Discussed were bids submitted for T&T Rescue Extrication Tools. One bid was received from Johns MidAmerica in the amount of \$19,235.00. Mr. Elliff made a motion, seconded by Mr. Snow, to accept the bid from Johns MidAmerica for the T&T Storm Series 2 battery-powered Rescue Extrication tools in the amount of \$19,325.00. Motion carries. Also discussed was the forwarding of Resolution 2020 for Council consideration. Meeting dates were set for January and February 2024, as the original dates fall on holidays. Those meetings will be held January 22, 2024 and February 26, 2024 at 5:30.

Ms. Ensor reported the Public Service Committee is between meetings. The next meeting is December 19th at 5:30.

Mr. Armstrong reported that the Public Works Committee meeting scheduled for December 5th was cancelled due to lack of business. The next meeting will be January 2, 2024 at 5:30 p.m.

Special Committee and Board Liaison Reports were given by Mr. Elliff for Planning, Zoning, and Historic Preservation, Jasper County Commission and McCune-Brooks Hospital Trust.

Mayor Rife reported meeting with representatives from the EPA last week and said work is continuing on the Super Fund project, which includes all of Jasper County. Mayor Rife also reported attending two salary study meetings.

During Remarks from Council Members, Mr. Armstrong thanked the City and CW&EP for Retirees Christmas party, which is held at CW&EP. He also thanked those who worked on the original Comprehensive Plan in 2009 and those who helped update the plan in 2023, stating it took a tremendous amount of work but created a solid path for Carthage. Mr. Snow thanked Public Works for the Council Chamber renovation. He also thanked the Police and Fire Departments, City Hall, and the Parks Department for their entries in the Christmas parade, and thanked Chief Martin for giving Santa Claus a ride. Mr. Elliff asked Ms. Stark to meet with him after the meeting so he can get her information for the inquiries to the parking issues she mentioned during Citizen Participation. Ms. Cossey stated she checked City Code during Citizen Participation and believes citizens cannot be silenced during Citizen Participation. She asked City Attorney Dally to research this.

Martin reported a structure fire in Brooklyn Heights where three children were home alone. He reported there were no injuries in the fire due to the heroics of the 16-year-old boy who was home. The boy was presented with an award, \$200 from the Fire Benefit Fund, and the crew who put the fire out also provided a \$100 gift card to the boy for new boots, as his were ruined in the fire.

Public Works Director Zeb Carney commended two of his employees who completed the renovations of the Council Chambers. He said the leaf pick-up program will continue until mid-January. He reported the pick-up of approximately 1,800 stops, which equates to about 300 loads of leaves to the recycling center.

Parks and Recreation Director Abi Almandinger invited everyone to the Central Park Playground ribbon cutting on December 19th at 4 p.m. She stated renovations of four of five playgrounds have been completed thanks to the McCune-Brooks Trust. Rock Stadium renovations continue, the dog park fence will go up this week, and the Eagle Scout candidate and his troop will be working on the dog agility event this weekend.

Assistant City Administrator Traci Cox reported sales tax revenues for the month of November came in at \$ 254,795.00. Current fiscal year sales tax revenue is at \$1,541,130.00. The use tax revenue is at \$728,631 for the fiscal year. The marijuana tax revenue should be received next month.

City Administrator Greg Dagnan thanked Jeff Meredith and Vision Carthage for contacting those who could possibly get new sidewalks and letting them know about the Public hearing, which will be held December 14th in City Hall Council Chambers at 6 p.m. He explained the Public Hearing is a requirement that must be met in order to apply for a CDBG grant. He also reported more public hearings coming with the EPA, and that well testing through the EPA will be starting soon. He said the EPA is going door-to-door in Carthage to assess which yards they should be testing. He reported he and Public Works Director Zeb Carney have met with a developer about building housing in Carthage, which is what the closed session on the agenda is about.

The Committee on Claims filed a report in the amount of \$724,193.71 against the following funds: General Revenue \$173,628.85, Public Health \$386.55, Lodging \$5,219.47, Public Safety \$2,960.77, Parks/Stormwater \$51,772.91, Fire Protection \$5,189.15, Golf \$5,551.31 Capital Improvements \$92,013.18, Myers Park \$8,115.50, Use Tax \$14,846.50, Public Facilities \$52,736.02, Library \$25,000.00, and Payroll \$286,773.50. Ms. Blair made a motion, seconded by Ms. Cossey, to accept the report and allow the claims. Motion carried.

Under Old Business, C.B. 23-77 -- An Ordinance authorizing the Mayor to enter into a contract with ClearGov, Inc. to provide an annual subscription for ClearGov Inc. Budgeting software for the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-82.

C.B. 23-78 --An Ordinance adopting amendments to the 2009 Comprehensive Plan, in the City of Carthage, Missouri was placed on second reading followed by a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. The Council Bill was approved and numbered Ordinance 23-83.

Under New Business, C.B. 23-79 -- An Ordinance to enter into a Memorandum of Understanding Agreement with the Carthage Hardware, for purchasing in the City of Carthage, Missouri was placed on first reading with no action taken.

C.B. 23-80 -- An Ordinance authorizing the Mayor to enter into a contract with the Carthage Economic Development Corporation and Southwest Missouri Bank, for an encumbrance on property to be purchased by the City of Carthage pursuant to Council Bill 23-07, in the City of Carthage, Missouri was placed on first reading with no action taken.

Mr. Snow made a motion, seconded by Mr. Elliff, to adopt Resolution 2020 -- A Resolution authorizing a supplemental budget adjustment to the Public Safety Grant Fund for Fiscal Year 2023 - 2024. Resolution 2020 was adopted after a roll call vote of 9 yeas and 0 nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

Mr. Elliff made a motion, seconded by Ms. Ensor, to adopt Resolution 2021 -- A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$100,000.00 per year for three years) from the restricted trust fund to Carthage R-9 School Foundation. Resolution 2021 was adopted after a roll call vote of 6 yeas and 3 nays. Ayes: Brandi Ensor, Chris Taylor, Terri Heckmaster, Jeff Hole, Alan Snow, and Mark Elliff. Nays: David Armstrong, Robin Blair, and Tiffany Cossey.

Mr. Snow made a motion, seconded by Mr. Elliff, to adopt Resolution 2022 -- A Resolution approving the recommendation of the McCune-Brooks Regional Hospital Trust for the distribution of funds (\$40,000.00 per year for three years) from the restricted trust to Boots Court Foundation. After discussion, Mr. Armstrong made a motion to amend Resolution 2022, seconded by Mr. Snow, to distribute one-time funds in the amount of \$100,000.00 from the restricted trust to Boots Court Foundation. After further discussion, Mr. Armstrong withdrew his motion, and Mr. Snow withdrew his second to amending Resolution 2022. After further discussion, Resolution 2022 was adopted as read after a roll call vote of 8 yeas and 1 nay. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, and Mark Elliff. Nays: Tiffany Cossey.

During Closing Comments, Mr. Armstrong commented how special it is to live in Carthage during the holiday with everything it has to offer. He mentioned Sparkle in the Park, all the community members who put up lights, stating it's a lovely time to drive around town and look at them. He mentioned the carriage on the Square, and that all the businesses on the Square have put up lights. He says Carthage is a great community with a lot of great things going on. He wished everyone a Merry Christmas and Happy New Year. Ms. Blair said she attended the LaVerne Williams Christmas party with her 3rd grader and thanked all the organizations involved in putting on the party. She said it is one more reason to be proud of the community in spite of the challenges of the past year. She thanked her fellow council member for the productive conversation held during the meeting, and said it shows how they can govern well even with differing viewpoints. Ms. Heckmaster thanked the audience for their attendance, and thanked the speakers for their statements. Mr. Snow wished everyone a Merry Christmas and happy New Year. Mr. Elliff also wished everyone a Merry Christmas and happy New Year, and reminded everyone to remember what the season is really about. Ms. Cossey also wished everyone Merry Christmas, Happy New Year, and a safe and happy holiday season. Mayor Rife wished everyone a Merry Christmas and happy New Year. Ms. Ensor thanked Zeb and his crew for the remodel of the Council Chambers, stating she was happy to be back in Chambers. She said she appreciated the work of Deputy City Clerk Amy Taylor during the meeting, stating that she has big shoes to fill with the City Clerk being on maternity leave, but that Ms. Taylor did a good job keeping the slides up and helping run the meeting. Ms. Ensor wished everyone a Merry Christmas and Happy New Year.

Ms. Ensor made a motion, seconded by Mr. Elliff, to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, followed by a roll call vote on the board of 9 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff and Tiffany Cossey. Motion carried at 7:46 p.m.

CLOSED SESSION

Mr. Snow made a motion, seconded by Mr. Elliff, to return to the regular session of the Council Meeting, followed by a vote of 9 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried at 8:06 p.m.

Ms. Ensor made a motion, seconded by Mr. Armstrong, to adjourn the regular session of the Council Meeting. Motion carried and meeting adjourned at 8:07 p.m.

**CLOSED SESSION
MINUTES OF THE MEETING OF THE CITY COUNCIL
CITY OF CARTHAGE, MISSOURI
December 12, 2023**

The Carthage City Council met in closed session on the above date in City Hall Council Chambers at 7:46 P.M. with Mayor Dan Rife presiding.

The following Council Members answered roll call: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey.

City Administrator Greg Dagnan, Assistant City Administrator Traci Cox, City Attorney Nate Dally, Public Works Director Zeb Carney, and Deputy City Clerk Amy Taylor were also present.

Ms. Ensor made a motion, seconded by Mr. Elliff, to close the meeting according to Section 610.021 (2) the Agenda includes the possibility of a vote to close part of the meeting to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor followed by a roll call vote on the board of 9 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried at 7:46 p.m.

There was a short recess before the closed session began. Mayor Rife called the closed session to order at 7:51 p.m.

Discussed was the possible sale of City land. Mr. Elliff made a motion, seconded by Mr. Snow, to continue progress on the sale, followed by a roll call vote of 9 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried.

Mr. Elliff made a motion, seconded by Mr. Armstrong to return to the regular session of the Council Meeting at 8:06 p.m. followed by a roll call vote of 9 yeas and no nays. Ayes: Brandi Ensor, Chris Taylor, David Armstrong, Robin Blair, Terri Heckmaster, Jeff Hole, Alan Snow, Mark Elliff, and Tiffany Cossey. Motion carried.

Respectfully submitted,

Amy Taylor
Deputy City Clerk



A Stay Worth Experiencing!



Tourism Update

- Q2 Goals & Accomplishments
- Tourism Scorecard & Key Initiatives
- Q3 Goals

Q2 Tourism Update - January 2024

Q2 Goals & Accomplishments

30-Day Goals & Accomplishments

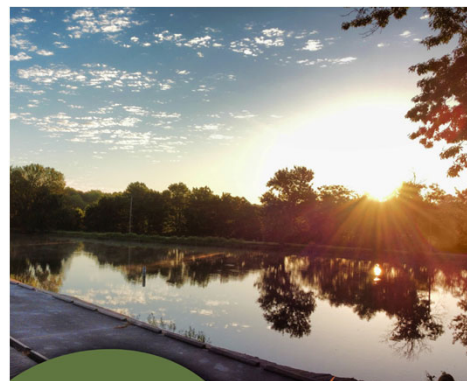
- Closed out *Food Truck Friday*
- Local Marketing: *Maple Leaf Rodeo* Billboard
- DMO Budget Adjustments
 - Built Draft Q2 Marketing Plan
 - Began drafting creative
 - Working relationship w/Joplin

60-Day Goals & Accomplishments

- Local Marketing
 - Show Me the Ozarks Magazine
- DMO Administration & Marketing
 - Built Creative: 10 print ads, 6 billboards

90-Day Goals & Accomplishments

- Completed *Boots Court Green Space Grant*
- Hotel Accommodations – Made initial contact
- Tri-State Corridor Route 66 Committee
- Staff Report - Public Services Committee
- Experience Carthage
 - Website Content Curation



SPRING TIME!

Travel

Experience the outdoors,
local history & scenic stops.

A Stay Worth Experiencing!



Q2 Tourism Update - January 2024



A Stay Worth Experiencing!

Tourism Scorecard

Key Initiatives

- DMO Budget Administration
- Hotel Accommodations
- Visitor Landscapes & Experiences
 - *People & Places*
- Tourism Assets
 - *Uncover, Highlight, & Promote*
- Website, Mobile & Social Enhancements
 - *Telling Our Story*
- Creation of Marketing Materials
 - *Print & Digital Mediums, Branding*
- City of Carthage Maps

Q2 Tourism Update - January 2024



DMO Marketing Reach

Ad Publication	Ad Type	Reach	Total Reach	Quarter
Route	Magazine	100,000	300,000	Q2-Q4
Show Me Missouri	Magazine	24,000	72,000	Q2-Q4
Terrain	Magazine	32,000	64,000	Q3-Q4
America's Civil War	Magazine	14,336	14,336	Q3
Civil War Times	Magazine	20,600	20,600	Q3
Missouri Life	Magazine	115,773	261,546*	Q3-Q4
8 Boards – 3 States	Billboards	Varies	3,273,370	Q2-Q4
			4,005,852	

Local Marketing Reach

Ad Publication	Ad Type	Reach	Total Reach	Quarter
2 - Maple Leaf Rodeo	Billboards	122,440	244,800	Q1
Show Me the Ozarks	Magazine	75,000	525,000	Q2-Q4
			769,800	

Q3 Goals

120-Day to 6-month Goals

- Tourism Assets
 - *Uncover, Highlight, & Promote*
- Route 66 Centennial Celebration
 - *Planning & Coordinating*
- DMO Administration
 - *Q4 Adjustments*
- Highway Signage
 - *Historic Sites & Route 66*
- Visitor Guide Updates



Q2 Tourism Update - January 2024

Appendix

January 2024 – Tourism Q2 Update

Q2 Tourism Update - January 2024

Billboard & Print Ad Placement

Current Billboard Placement

- Market: Bentonville (2)
- Market: Rogers County /Claremore
- Market: Craig County/Vinita
- Market: Ozark
- Market: Jackson County/Kansas City

Current Print Ad (Magazine) Placement

- Route – (2)
- Missouri Life – (2)
- Terrain – (2)
- Show Me Missouri – (2)
- America's Civil War
- Civil War Times



Q2 Tourism Update - January 2024

2023 Annual Review



Voluntary Annexations

ESM Technologies – light industry completed annexation
Giltner Trucking – has agreed to annex in 2024



Carthage Redevelopment Corporation

Incorporated 353 Corporation

Useful incentive tool for development projects

Have several potential 353 projects in 2024



Project Bull

Specialty Risk Insurance adding 203+ jobs

Local investment of \$5M+

Secured job growth in Carthage vs. Texas

Helped secure state funding through MO Works



Vision Carthage

Grant assistance program for Carthage non-profits

Vision Carthage provides framework for program

CEDC provides grant research and support

Local organization already benefitted from option

Breakfast launch on January 16th



Industrial Park Development

1/9 - CEDC Board votes to seek funding for ARPA grant

1/24 – Present plan to Carthage City Council

2/21 – submit grant to State of MO

5/5 – receive notice that \$1.5M grant is received

Anticipate closing on land in January 2024



Total grants received in 2023

• State of MO – ARPA	\$1,500,000 (industrial)
• Steadley Trust	\$1,000,000 (industrial)
• USDA	\$300,000 (industrial)
• Steadley Trust	\$10,000 (housing)
• State of MO - DESE	\$118,500 (childcare)
Total	\$2,928,500



2023 Return on Investment

\$2,928,500/140,000

2091%



2024 Grant Prospects

Downtown Development – 80% for sidewalks

Public works/service/safety – 35% for capital purchase (USDA)

Electric Projects – 66% from DOE

Broadband expansion – 50%+ from Missouri

Non-profit organizations – TBD



Annual Review

Questions?





City of Carthage, Missouri
**COMMITTEE ON
INSURANCE/AUDIT AND CLAIMS**

December 12, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of November 28, 2023 Minutes
 2. Review & Approval of the Claims Report
- 3. Citizens Participation**
(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
 1. Staff Reports
- 5. Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet December 19th, 2023, 3:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: November 16th, 2023

APPROVAL OF DISBURSEMENTS: November \$4,183,565.17

FINANCIAL STATEMENT: November

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

STAFF REPORTS

BOARD MEMBER COMMENTS

Persons with disabilities who need special assistance may call 417-237-7300 or 1-800-735-2466 (TDD via Relay Missouri) at least 24 hours prior to meeting.

Representatives of the news media may obtain copies of this notice by contacting:
Megan Kirby, P O Box 611 Carthage, MO 64836 417-237-7300



City of Carthage, Missouri **PUBLIC SERVICES COMMITTEE**

December 19, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of Previous Minutes
- 3. Citizen Participation**

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Michelle Steverson at the Parks & Recreation office at 417-237-7035, or email m.steverson@carthagemo.gov.)
- 4. New Business**
 1. Consider and Discuss Golf Course Retail Inventory.
 2. Consider and Discuss Dog Park Rules.
 3. Consider and Discuss Rock Stadium Renovations.
- 5. Staff Reports**
- 6. Other Business**
- 7. Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING

**-NOTICE OF MEETING--
PUBLIC WORKS COMMITTEE**

**January 2, 2024
5:30 PM
CITY HALL
326 GRANT STREET
COUNCIL CHAMBERS**

- AGENDA--

OLD BUSINESS

- 1. Consideration and approval of minutes from previous meeting**

CITIZENS PARTICIPATION

NEW BUSINESS

- Easement Ordinance for Spire Gas at Municipal Park**
- Bids received for 1-49 S Roundabout/Russell Smith Way**
- TAP-1601(706) Sidewalk Airport Dr & Fairview Ave/Route E (571 to River St/River St to Pearl St)**

OTHER BUSINESS

STAFF REPORTS

- Zeb Carney & Greg Dagnan**

ADJOURNMENT

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-2377000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING.

POSTED: 12/29/2023

BY: Rachel Sutherland



City of Carthage, Missouri **PUBLIC SERVICES COMMITTEE**

January 16, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

AGENDA

- 1. Call to Order**
- 2. Old Business**
 1. Approval of Previous Minutes.
- 3. Citizen Participation**

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035, or email c.cholley@carthagemo.gov.)
- 4. New Business**
 1. Consider and Discuss Tree Inventory Grant.
 2. Consider and Discuss Concession Funding.
 3. Consider and Discuss Field Rental Pricing.
- 5. Staff Reports**
- 6. Other Business**
- 7. Adjournment**

PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING



AGENDA

Notice is hereby given that the Carthage Water & Electric Plant Board will meet January 18, 2024, 3:00 p.m. at the CWEP Complex, 627 W. Centennial, Carthage. The tentative agenda of the regular meeting includes:

ADDITIONS TO THE AGENDA

APPROVAL OF THE BOARD MINUTES: December 19th, 2023

APPROVAL OF DISBURSEMENTS: December \$4,029,353.16

FINANCIAL STATEMENT: December

COMMITTEE REPORTS

CITIZENS PARTICIPATION PERIOD:

OLD BUSINESS: None.

NEW BUSINESS:

1. Presentation by John Twitty, President & CEO of Missouri Public Utility Alliance

STAFF REPORTS

BOARD MEMBER COMMENTS

This meeting includes a tentative vote to enter into closed session pursuant to § 610.021(2) of the Missouri Sunshine Law, to discuss the leasing, purchase, or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.

Persons with disabilities who need special assistance may call 417-237-7300 or 1-800-735-2466 (TDD via Relay Missouri) at least 24 hours prior to meeting.

Representatives of the news media may obtain copies of this notice by contacting:
Megan Kirby, P O Box 611 Carthage, MO 64836 417-237-7300



City of Carthage, Missouri

COMMITTEE ON INSURANCE/AUDIT AND CLAIMS

December 12, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

MEMBERS PRESENT: Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

STAFF PRESENT: Assistant City Administrator Traci Cox, Deputy City Clerk Amy Taylor

OTHER MEMBERS PRESENT: Michael Keith, David Armstrong

Chair Robin Blair called the meeting to order at 5:30 PM.

2. Old Business

1. Approval of November 28, 2023 Minutes

ACTION: Motion to accept/approve item 2.1. by Mr. Taylor
Motion passed with a 4:0

AYES: Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

2. Review and Approval of the Claims Report

ACTION: Motion to accept/approve item 2.2 by Ms. Heckmaster
Motion passes with a 4:0

AYES: Robin Blair; Tiffany Cossey, Terri Heckmaster, Chris Taylor

3. Citizens Participation

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

4. New Business

1. Staff Reports

Assistant City Administrator Traci Cox reported meeting with ClearGov about the Budget Book software. She also reported attending a salary study meeting at CW&EP.

2. Ms. Cossey made a motion to cancel the December 26, 2023 CIAC meeting due to the Christmas holiday. Motion passes with a 4:0

AYES: Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

5. Adjournment

ACTION:

Motion to adjourn at 5:37 PM by Ms. Cossey

Motion passed with a 4:0

AYES:

Robin Blair, Tiffany Cossey, Terri Heckmaster, Chris Taylor

CWEP BOARD MEETING MINUTES

December 20, 2023

The Carthage Water & Electric Plant Board met in regular session December 19, 2023, 3:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

☒ Brian Schmidt - President

☒ Ron Ross- Vice President *

☒ Darren Collier -Secretary

☒ Alan Snow -Liaison

* Attended via videoconference

☒ Sid Teel - Member

☐ Tom Garrison – Member

☒ G. Stephen Beimdiek- Member

Staff:

☒ Chuck Bryant-General Manager

☒ Cassandra Ludwig-General Counsel

☐ Jason Peterson-Director of IT & Broadband

☐ Megan Kirby- Executive Assistant

☒ Jason Choate-Director of Water Services

☒ Kelli Nugent/CFO

☒ Kevin Emery-Director of Power Services

☐ Stephanie Howard-Director of Business & ED

Other Staff present: Dustin Johnson, IT Operations Manager

President Schmidt called the meeting to order at 3:14 p.m.

ADDITIONS/CHANGES TO THE AGENDA: None.

APPROVAL OF MINUTES:

A motion by Beimdiek and seconded by Ross to approve the minutes of the regular meeting of November 16, 2023, as presented, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Teel and seconded by Beimdiek to approve disbursements for November in the amount of \$4,183,565.17, passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the November 2023 financials to the Board, noting that residential fiber revenues exceeded \$100,000 in November for the first time. She also mentioned that operating revenues for water were under budget, but that operating revenues for electric exceeded budget. Additionally, purchased power was lower than budget due to a decrease in load compared to previous years.

A motion by Beimdiek and seconded by Collier to approve the November 2023 financials passed unanimously.

COMMITTEE REPORTS:

President Schmidt reported to the Board on behalf of the salary study committee, noting that the committee has met weekly with Lockton and will continue meeting on a regular basis. Schmidt informed the Board that the committee met earlier that day and the discussion was centered around gathering a list of peers to send the custom survey. The group has a rough draft list started and will spend the next couple of weeks analyzing and perfecting the list, and gathering contact information, so that the survey can be sent out in January.

CITIZENS PARTICIPATION PERIOD:

During citizens participation period, the following new CWEP employees introduced themselves to the Board: Tucker Dunaway, Travis Brummett, Lane Alexander, Mandy Bates, Amber Lasiter, and Ryan Wooldridge.

OLD BUSINESS: None.

NEW BUSINESS: None.

STAFF REPORTS:

GM Bryant commended CWEP employees for all the work done throughout the year to celebrate CWEP's 125th anniversary. He applauded the success of Sparkle in the Park and the lighting contest. He discussed staffing with the Board, pointing out that 37% of CWEP staff are eligible for early retirement within the next 5 years, many of which are in management roles. He informed the Board of a meeting Sikeston is planning for January to discuss power supply options with interested parties and MPUA. Bryant thanked Dustin Johnson for his contribution to CWEP throughout his ten years with the organization, noting that it is difficult to find employees like Dustin, as he was always a team player and willing to go above and beyond to get the job done. He wished Dustin the best moving forward and noted he will be greatly missed.

CFO Nugent noted the final draw was recently made on the loan for the fiber expansion project.

General Counsel Ludwig gave an update on the status of the commercial customer that filed bankruptcy. She also discussed recent issues with PSN, CWEP's credit card processing company, as they have had multiple instances of downtime within the last month. She informed the board that they have an upgrade planned which will hopefully fix the issues they're encountering, and that in the meantime, the customer service staff is doing their best to handle

the downtimes when they happen and minimize inconveniences for our customers. Ludwig also gave the Board a preview of the 2024 Missouri legislative session.

Director of Water Services Choate updated the Board on the status of the Tri-State water coalition project.

IT Operations Manager Johnson updated the Board on the fiber-to-the-home project, noting that the project is mostly done as far as the build-out goes, and now the work is focused on hooking up customers. The recent mild weather has allowed the team to make significant progress with customer installations. He thanked the Board for everything during his tenure at CWEP and assured them the technical department is in good hands moving forward, and shared his belief that Matt Reynolds will do a great job in his newly expanded role.

Director of Power Services Emery informed the Board that the 69-line construction project will begin soon, noting that the line runs in the area of the high school, up Pearl street and to the power plant. He pointed out that we will have contracted crews in town performing the work.

BOARD MEMBER COMMENTS:

Board Secretary Collier thanked CWEP for the invitation to the Christmas party.

Board member Teel echoed Collier's sentiments regarding the Christmas party.

Board member Beimdiek commended CWEP crews on the Christmas lights at the Centennial Complex.

Board President Schmidt wished everyone a Happy Holiday season.

At 4:16, a motion by Beimdiek and seconded by Collier to adjourn the meeting passed unanimously.

President – Brian Schmidt

Secretary – Darren Collier



City of Carthage, Missouri **PUBLIC SERVICES COMMITTEE**

December 19, 2023 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

The meeting was called to order at 5:35 PM.

2. Old Business

1. Approval of Previous Minutes

Ms. Heckmaster made a motion to accept the previous meeting minutes.

ACTION: Motion to item 2.1. by Terri Heckmaster; second by None;
Motion passed with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff
Hole

NOES: None

ABSTAIN: None

3. Citizen Participation

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Michelle Steverson at the Parks & Recreation office at 417-237-7035, or email m.steverson@carthagemo.gov.)

4. New Business

1. Consider and Discuss Golf Course Retail Inventory.

Ms. Almandinger started the discussion with some information on inventory at the Golf Pro Shop and invited Mr. Markham to speak to the committee.

Mr. Markham spoke on the type of retail that is offered at the Golf Pro Shop and also touched on concession sales. Mr. Markham went on to speak on the current budget and requested that the budget be increased from \$70,000.00 to \$120,000.00. Since this was our first year, we had to estimate the amount and our inventory is selling very well. Mr. Markham went on to explain that when people visit the golf course they typically purchase something from the pro shop. Mr. Markham explained that 25% of his current budget is spent on golf balls and does not allow much room for exploring other avenues of retail items. Mr. Markham went on to explain that most of the companies that he makes purchases from have buy-back programs for retail that might not sell as well by the end of the season. Ms. Almandinger added that an increase would help bring in some additional options at different price points.

Terri Heckmaster made a motion to approve and send to the Budget Committee.

ACTION: Motion to accept/approve item 4.1. by Terri Heckmaster;
second by None;
Motion passed with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff Hole

NOES: None

ABSTAIN: None

2. Consider and Discuss Dog Park Rules.

Ms. Almandinger spoke on the progress of the Dog Park and the Dog Park Equipment. She also talked about the Dog Park Rules, Waiver, FAQ's, and Licensing Requirements. Ms. Almandinger and the Committee members had a discussion on the Dog Park Rules as well as a discussion on where cameras would be placed for security. A motion was made by Ms. Blankenship to adopt the Dog Park Rules and move them on to the City Council.

ACTION: Motion to accept/approve item 4.2. by Trudy Blankenship;
second by None;
Motion passed with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff Hole

NOES: None

ABSTAIN: None

3. Consider and Discuss Rock Stadium Renovations.

Ms. Almandinger provided updates on the progress at Rock Stadium. Ms. Almandinger requested a budget adjustment not to exceed \$150,000.00 for improvements to Rock Stadium from Use Tax.

Mr. Hole made a motion to approve the request and send the request to the Budget Committee.

ACTION: Motion to accept/approve item 4.3. by Jeff Hole; second by None;
Motion passed with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff Hole

NOES: None

ABSTAIN: None

5. **Staff Reports**

Ms. Kirby Reported on Tourism. Ms. Almandinger discussed Memorial Hall programming, updates on the pool, and a baseball/concessions report.

6. **Other Business**

7. **Adjournment**

Meeting was called to a close at 6:35 PM

Motion to adjourn meeting initiated by Ms. Blankenship.

ACTION:	Motion to Adjourn by Trudy Blankenship
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	Motion Passes with a 4:0
AYES:	Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff Hole
NOES:	None
ABSTAIN:	None

PUBLIC WORKS COMMITTEE

Public Works Department 623 E 7th Carthage MO 64836
Tele: (417) 237-7010 Fax: (417) 237-7011

"America's Maple Leaf City"



1-02-2024 PUBLIC WORKS COMMITTEE MEETING MINUTES

Committee Members present: David Armstrong, Brandi Ensor, and Chris Taylor.

Staff Members present: Zeb Carney, Public Works Director, Greg Dagnan, City Administrator and Rachel Sutherland, Public Works Administrative Assistant.

Citizen Present: Mark Elliff.

Chairman David Armstrong called the Public Works Committee meeting to order at 5:31 p.m.

A motion was made by Brandi Ensor to accept the minutes from the November 7, 2023 Committee meeting. All ayes, motion passed.

New Business:

1. Discussion of Easement Ordinance needed to grant Easement of Property at Municipal Park to Spire Gas. Brandi Ensor made a motion to forward to Council for Council Bill, all ayes motion carried.
2. Bids for I-49 Russell Smith Way Roundabout have been opened. The bid from Radmacher Brothers Excavation came in under what the Engineer estimated for the cost of the project. Radmacher is Pre-qualified with the State of Missouri and works all over the State. MO Dot is meeting on January 3, 2024 to discuss, and provide a Letter of Concurrence to the City of Carthage. Chris Taylor made a motion to accept this bid, all ayes, motion carried.
3. TAP 1601-706 (Phase 7) River St, Airport to Pearl Sidewalk Project. An Ordinance for Council Bill is needed. Brandi Ensor made a motion to forward to Council, all ayes motion carried

Other Business:

Staff Reports:

Zeb reported on the following:

- The Street Dept. had 2,591 stops for Leaf Pick-up for November and December. They hauled 295 loads to the Recycle Center. We have a great Crew!
- Julie has already processed 150 Contractor Licenses for 2024.
- Lumber prices are going down and hopefully this will help with New Construction.
- Justin Holzwarth has 6 units ready to go in the Peach Tree Development
- Ryan Wooldridge has resigned his position as Commercial Building Inspector with the City and has gone to work for CWEP. Travis Conway has stepped up to fill in until we hire a new Inspector.
- During a conversation with Chief Huntley about new truck purchases found out that the truck we had ordered for Julie is in Republic, so we may be able to take possession next week.
- The sidewalk project on River St has been going great, but we have hit a couple of snags with tree removal and a driveway issue. We are having a dispute with the Engineering Firm regarding this.
- The fencing is ready to go up around the new Ping Pong Table area.

- The property at Fair Acres has been surveyed and found property pins. Working with YMCA on land acquisition.

Greg reported on the following:

- An appraisal is needed to move forward with the sale of Land North of Myers Park.
- Jeff Meredith has sent paperwork from the bank in regards to the Industrial Park land purchase

No further discussion by committee.

Chris Taylor made a motion to adjourn the meeting at 6:05 p.m. All ayes, motion carried.



City of Carthage, Missouri

PUBLIC SERVICES COMMITTEE

January 16, 2024 - 5:30 PM
CITY HALL COUNCIL CHAMBERS

MINUTES

1. Call to Order

2. Old Business

1. Approval of Previous Minutes.

ACTION: Motion to accept/approve item 2.1. by Trudy Blankenship;
second by None;

Motion passed with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff
Hole

NOES: None

ABSTAIN: None

3. Citizen Participation

(Citizens wishing to address the Council or Committee should notify the City in advance and provide the item they want to address in written format at least 24 hours before the meeting. Please call Chelsea Cholley at the Parks & Recreation office at 417-237-7035, or email c.cholley@carthagemo.gov.)

4. New Business

1. Consider and Discuss Tree Inventory Grant.

Ms. Almandinger stated that she has been working closely with Mr. Jon Skinner from the Missouri Department of Conservation and an advocate on our Tree Board, to apply for a Tree Inventory Grant through the Missouri Department of Conservation. Ms. Almandinger stated that we are in need of a Tree Inventory because the last one completed was in 2008, and a tree inventory would help us identify and come up with a maintenance plan for the trees. Ms. Almandinger stated that there was a request for proposal created for the tree inventory contingent on receiving the grant. There was one bid received by Lauren Copple with Outer Oaks Forestry Consulting for the amount of \$31,375. Ms. Almandinger stated that this would be a cost a 90/10 cost share with the City paying \$1508.08. Ms. Almandinger stated that we have received the grant and would like to get approval to accept the grant and move forward with the tree inventory being completed by Lauren Copple of Outer Oaks Forestry Consulting. Ms. Blankenship motioned to accept the grant and move forward with Outer Oaks Forestry Consulting to complete the tree inventory.

ACTION: Motion to accept/approve item 4.1. by Trudy Blankenship;
second by None;
Motion passed with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff
Hole

NOES: None

ABSTAIN: None

2. Consider and Discuss Concession Funding.

Ms. Almandinger reminded the committee that as the Parks and Recreation, we will be running the newly formed Little League Program this year and that will also include the concession stand. Ms. Almandinger stated that after researching other concession stands. It was determined that we would need funding in the amount of \$15,000 added to our budget to purchase concession items. Ms Almandinger stated that we would be moving forward with using Sysco to purchase our concession items because there is no contract and the prices are substantially better than Sams, which is where most concession items are purchased by other groups. Mr. Hole motioned to approve funding concession funding in the amount of \$15,000.

ACTION: Motion to accept/approve item 4.2. by Jeff Hole; second by
None;
Motion passed with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff
Hole

NOES: None

ABSTAIN: None

3. Consider and Discuss Field Rental Pricing.

Ms. Almandinger stated that previous pricing for field rentals was not approved by the committee with the previous administration and that it needed to follow our Pricing & Cost Recovery Policy. She stated after researching other fields rentals in other cities that it was determined what the best pricing for our fields would be. The prices would be free for use for practices, \$10 per hour for lights,\$100 per day per field for games or tournaments, and they must have insurance for games and tournaments. Ms. Heckmaster motioned to approve the field pricing.

ACTION: Motion to accept/approve item 4.3. by Terri Heckmaster;
second by None;
Motion passed with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff
Hole

NOES: None

ABSTAIN: None

5. **Staff Reports**

Ms. Kirby, the Director of Tourism, spoke and informed the committee about what she has completed in the past month and her goals for the next month. She stated that she has been promoting Parks and Recreation events and will be working on promoting the Battle of Carthage. Ms. Almandinger updated the committee on what Parks, Golf, and Memorial Hall has completed. She stated that the classes are doing really well. She

stated that the bathrooms have been delivered and should be ready to go soon. She also informed the committee that there will be a survey sent out this week to the community to get their feedback on the improvements for the pool.

6. Other Business

7. Adjournment

ACTION: Motion to adjourn by Trudy Blankenship; second by None;
Motion with a 4:0

AYES: Brandi Ensor, Trudy Blankenship, Terri Heckmaster, Jeff Hole

NOES: None

ABSTAIN: None

CWEP

BOARD MEETING MINUTES

January 19, 2024

The Carthage Water & Electric Plant Board met in regular session January 18, 2024, 3:00 p.m. at the CWEP Office, 627 W Centennial, Carthage, MO.

Board:

- | | |
|---|---|
| ☒ Brian Schmidt - President | ☒ Sid Teel - Member |
| ☒ Ron Ross- Vice President* | ☒ Tom Garrison – Member |
| ☒ Darren Collier -Secretary | ☒ G. Stephen Beimdiek- Member |
| ☒ Alan Snow -Liaison | |
- * Attended via videoconference

Staff:

- | | |
|---|--|
| ☒ Chuck Bryant-General Manager | ☐ Jason Choate-Director of Water Services |
| ☒ Cassandra Ludwig-General Counsel | ☒ Kelli Nugent/CFO |
| ☒ Jason Peterson-Director of IT & Broadband | ☒ Kevin Emery-Director of Power Services |
| ☒ Megan Kirby- Executive Assistant | ☒ Stephanie Howard-Director of Business & ED |

President Schmidt called the meeting to order at 3:07 p.m.

ADDITIONS/CHANGES TO THE AGENDA: None.

APPROVAL OF MINUTES:

A motion by Ross and seconded by Collier to approve the minutes of the regular meeting of December 19, 2023, as presented, passed unanimously.

APPROVAL OF DISBURSEMENTS:

A motion by Teel and seconded by Collier to approve disbursements for December in the amount of \$4,029,353.16, passed unanimously.

FINANCIAL STATEMENT:

CFO Nugent presented the December 2023 financials to the Board, noting that combined operating expenses were under budget for the month and year to date combined operating revenues exceeded budget for the month. Purchased power expense was lower than budget with a decrease in gas prices and CWEP's transmission positions in SPP. Water revenues for the month of December exceeded budget. Wastewater revenues were under budget, and water operating expenses were under budget. Communication revenues exceeded budget for the month and communication operating expenses continue to be less than budget.

A motion by Ross and seconded by Collier to approve the December 2023 financials passed unanimously.

COMMITTEE REPORTS:

President Schmidt reported to the Board on behalf of the salary study committee, noting that the committee has met weekly with Lockton and will continue meeting on a regular basis. Schmidt informed the Board that the committee has settled on a list of comparable utilities and are now working to finalize the survey questions.

CITIZENS PARTICIPATION PERIOD: None

OLD BUSINESS: None.

At 3:18, a motion by Beimdiek and seconded by Collier to close a portion of the meeting pursuant to Section 610.021(2) of the Sunshine Law, to discuss the leasing, purchase, or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor, passed unanimously via a roll call vote.

Beimdiek:	Aye
Collier:	Aye
Garrison:	Aye
Ross:	Aye
Schmidt:	Aye
Teel:	Aye

The meeting went into closed session.

At 3:38, the meeting reconvened in open session.

NEW BUSINESS:

1. PRESENTATION BY JOHN TWITTY, PRESIDENT & CEO OF MISSOURI PUBLIC UTILITY ALLIANCE

General Manager Bryant introduced John Twitty, President & CEO of Missouri Public Utility Alliance, to the Board. He noted John Twitty as a Leader in the utility Industry and a trusted advisor. Mr. Twitty gave the Board an overview of MPUA and the services it offers its members. Mr. Twitty explained MPUA as being a wholesale power supplier, delivering industry-leading solutions, robust advocacy, and collaboration for local benefit as well as technical support and significant safety and training work, which includes an apprentice lineman program. Mr. Twitty discussed the current status and the future of the power grid, answering questions from Board members. General Manager Bryant thanked Mr. Twitty for his presentation.

STAFF REPORTS:

GM Bryant discussed the status of the Dogwood plant agreement. He reported on Winter Storm Heather. He reported staff met with MFA and Fleet Fuels regarding the purchase of diesel fuel, noting diesel prices have been the lowest they have been since Winter Storm Uri. He noted the water department has been busy with main breaks in extreme temperatures. He noted there have been dozens of calls per day of customers with frozen pipes, as well as several callouts in one evening for water shutoffs for frozen pipes. He reported there have been a series of internet outages that have been out of our control but staff has done a great job of getting those customers back on in a timely manner. He also provided the Board with an update on the status of the Tri-state water project.

CFO Nugent noted departments have been working on Budget and she has been working with Toth & Associates on the Cost of Service Rate Study. Nugent commended Stinebrook on finishing her 1st term on the MAPP Board and noted she was sworn in to serve another two years as the Professional Development and Education Chair on the MAPP Board.

General Counsel Ludwig gave an update on the status of the commercial customer that filed bankruptcy. She also noted that communication has been great between all departments and customer service regarding the power outages. She reported customer service and Electric crews are working together to come up with a plan on how to educate customers about the 69-line project coming up.

Director of Business and Economic Development Howard discussed the recent Leggett & Platt press release and how that could impact CWEP.

Director of Broadband and IT services Peterson gave details on recent internet outages.

Director of Power Services Emery noted the plant ran really well during Winter Storm Heather and expressed his appreciation to his crews on their willingness and readiness to work longer hours.

BOARD MEMBER COMMENTS:

Board member Teel noted he got to witness some of the work our crews do with the emergency flooding that happened at the courthouse. He reported staff responded very fast.

Vice President Ross thanked John Twitty for his knowledge and support.

Board President Schmidt thanked fiber crews for their work over the last week.

At 5:16pm, a motion by Beimdiek and seconded by Collier to adjourn the meeting passed unanimously.

President – Brian Schmidt

Secretary – Darren Collier



City Administrator's Report

01/05/24-1/19/24

City Staff and Internal Projects

- Uniform Purchasing working MOU on current council agenda
- Still working with Spencer/Fane and Gilmore Bell on respective projects
- Meeting regarding the major CBDG sidewalk project, the Public Hearing was on Dec. 14th
- Continuing communication with OpenGov
- City Staff working on Headshot Photos for Council and City Leaders

Community

- Chamber Coffee (Traci)
- Met with an individual who wants to sell property to the city (Mayor)
- Chamber of Commerce Board Meeting
- Meeting with Placer AI
- Met with a Developer who wants to bring retail to Carthage
- Responded to 1 Sunshine Request
- Responded to State Auditor (Nate)

Meetings

- CWEP Salary Study Meeting (Weekly)
- Budget Ways and Means
- CEDC Meeting
- Jasper County Commission Meeting
- JASCO Board Meeting
- Public Services Meeting
- Meetings with Economic Development Director
- Several Meetings with Mayor and various department heads including Bi-Weekly staff meeting

From the Team

- Weekly updates are starting to go to the website and Facebook (Thanks Jen)

Monthly Budget

- Sales tax revenues for December came in at \$ 253,719.00 which is down -2%. The Use Tax came way above the projection at \$819,319. The marijuana tax revenue is at approx. \$15,000 for the month.

COUNCIL BILL NO. 23-79

ORDINANCE NO. 24-01

An Ordinance to enter into a Memorandum of Understanding Agreement with the Carthage Hardware, for purchasing in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Memorandum of Understanding with Carthage Hardware for purchase of General Office Supplies, Equipment and Related Services, a copy of Carthage Hardware proposal is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS 23rd DAY OF January, 2024.

Dan Rife, Mayor

ATTEST:

Amy Taylor, Deputy City Clerk

Sponsored by:

MEMORANDUM OF UNDERSTANDING

I. Parties

This Memorandum of Understanding ("MOU") is entered into by and between Carthage Hardware, a business located in the City of Carthage, and the City of Carthage, a municipal corporation of the State of Missouri (the "City"). This MOU shall be effective as of the date of mutual execution of the Parties.

II. Intent

It is the intent and purpose of this MOU to define and clarify the responsibilities of the Parties involved regarding a procurement agreement for the calendar year, 2024.

III. Term

The term of this MOU shall be for the year calendar 2024. Carthage Hardware Cost+ Proposal is as follows:

1. Customer Service: The City of Carthage will be assigned a direct contact with Carthage Hardware which will ensure that City of Carthage order requirements are met. Communicating product replacements, delivery dates, and other information directly to the Buyer. Buyers may purchase directly from the store using either 3rd St. or 2nd St. entrances, online at carthagehardware.build, by phone or by text at 417-358-3579. Orders will be taken with appropriate documentation of buyer status and/or purchase order.

Carthage Hardware maintains adequate space to warehouse sufficient quantities of frequently purchased items allowing many items to be immediately available.

2. Item Cost+: This amount will be capped at 23% for all products and services identified under this RFP and will not exceed the manufacturer's MSRP. This allows for the best pricing scenario for the City while still offering Carthage Hardware a reasonable margin.

**Due to item specifications and purchase volume not being available, a more detailed cost analysis cannot be provided at this time. Upon being awarded this bid, Carthage Hardware will work with City departments to identify the most cost-effective solution for product preferences.

Bulk Purchases: Carthage Hardware will leverage bulk purchasing from manufacturers where possible and communicate these opportunities to the City of Carthage allowing for additional cost reduction.

Each City of Carthage department will be communicated to in advance of any price increases. Carthage Hardware will provide reasonable effort to offer comparable products that may reduce the overall cost to the City. Aligning preferences among City Departments and finding other

more cost-effective quality products will also further reduce the overall cost to the City based on purchase volume and reduce the cost of carrying inventory.

3. Order Process: Carthage Hardware is prepared to comply with the requirements outlined in the City's order requirements as set out in Section IX of the RFP.

4. Packaging: Pricing will be inclusive of all packing and delivery/shipping charges. In addition; the packaging will include a packing list with detailed item, buyer, and delivery information.

5. Rejection of Goods or Acceptance of Service: Returns may be made for any reason within 30 days. Returns for manufacture defects after 30 days will be subject to the manufacturer's warranty. Item returns may be collected with regular deliveries by Carthage Hardware staff or may be made by City personnel personally at Carthage Hardware. A restocking fee may apply for items drop shipped, special ordered, or returned due to buyer error. Restocking fees do not apply for damaged items of vendor/manufacture error or defects.

IV. Modification

Modifications to this agreement shall only be made by mutual consent of both parties, written, signed, and dated before any changes become effective.

V. Termination

Either party may terminate this instrument at any time before the date of expiration by providing written notice to the other party at least sixty (60) days before the effective date of such termination

VI. Approvals by Parties

During its meeting on _____ 2023, The City of Carthage approved this memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum of understanding.

For the City of Carthage, Mayor Dan Rife

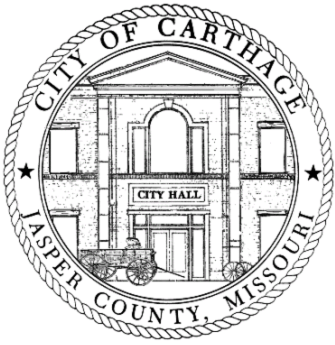
Signature: _____

Date: _____

For Carthage Hardware, Eddie Grundy

Signature: _____

Date: _____



The City of Carthage

“America’s Maple Leaf City”

Example list of frequently ordered products.

Copy paper
Post-It-Notes
Red file folders
Notepads
Trash bags
Tri-Fold paper towels
Windex
Can Liners
Paper Towel Rolls
Facial Tissue
Manilla File Folders
Pens/Pencils/Refills
Mr. Clean Multi-Purpose Cleaner
Lysol Cleaner
Coffee/Filters/Sugar/Creamer
Bottled Water
Center Pull Paper Towels
Nitrile Gloves
Pine sol Cleaner
Hand Soap

COUNCIL BILL NO. 23-80

ORDINANCE NO. 24-02

An Ordinance authorizing the Mayor to enter into a contract with the Carthage Economic Development Corporation and Southwest Missouri Bank, for an encumbrance on property to be purchased by the City of Carthage pursuant to Council Bill 23-07, in the City of Carthage, Missouri

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a Real Estate Contract with Butcher Family Properties as authorized in Council Bill 23-07, and to encumbrance that property pursuant to a deed of trust with Southwest Missouri Bank in the amount of up to Two Million Five Hundred Thousand and 00/100, to pay in advance the Steadley Trust and State of Missouri Grant portions of the purchase price.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

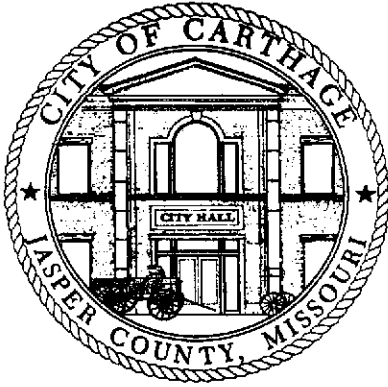
PASSED AND APPROVED THIS 23rd DAY OF January, 2024.

Dan Rife, Mayor

ATTEST:

Amy Taylor, Deputy City Clerk

Sponsored by: _____



The City of Carthage

America's Maple Leaf City

326 Grant St., Carthage, MO 64836 (417) 237-7000 FAX (417) 237-7002

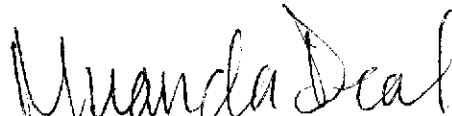
(COUNTY OF JASPER)

I, Miranda Deal, City Clerk in and for the City of Carthage, Jasper County, Missouri do hereby certify that the foregoing is a true and correct copy of

C. B. 23-07 Ordinance No. 23-13

as same as appears of record and on file in my office passed by the Carthage City Council on the 14th Day of February, 2023 .

IN WITNESS WHEREOF, I have already set my hand and affixed the Seal of the City of Carthage, Missouri, this 17th Day of February, 2023 .


**Miranda Deal, City Clerk
City of Carthage, Missouri**

COUNCIL BILL NO. 23-07

ORDINANCE NO. 23-13

An Emergency Ordinance authorizing the Mayor to enter into an agreement and application with the Missouri Department of Economic Development for a grant concerning land purchase for industrial development.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,
JASPER COUNTY, MISSOURI** as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an application and agreement with the Missouri Department of Economic Development for a Economic Improvement Grant, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance is to be considered an emergency ordinance under the terms of the charter of the City of Carthage.

SECTION III: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS 14th DAY OF February, 2023.


Dan Rife, Mayor

ATTEST:


Miranda Deal, City Clerk

Sponsored by:

PURCHASE AND SALES AGREEMENT

1. **Parties.** Agreement is made the 16th day of February 2023 (the "Effective Date"), between Butcher Family Properties, Inc. a corporation registered in the State of Missouri, having an office at 4105 Chapel Road, Carthage, MO 64836 ("Seller"), and The City of Carthage, Missouri a Municipal Corporation, having an office at 326 Grant Carthage, MO 64836, ("Purchaser").

2. **Description.** Seller will sell and convey, and Purchaser will purchase, the plots of land in Jasper County, State of Missouri more particularly described in Exhibit A (the "Premises"). This sale includes all of Seller's right, title, and interest, in and to any land in the bed of any street, road, or avenue opened or proposed, in front of or adjoining the Premises, to the center line, and all of Seller's right, title, and interest in and to any award made or to be made in lieu of Seller's right, title, and interest in and to any unpaid award for damages to the Premises by reason of change of grade of any street; and Seller will execute and deliver to Purchaser, on closing of title, or thereafter on demand, all instruments reasonably needed for the conveyance and the assignment and collection of any award.

3. **Purchase Price.** The price is Four Million Nine Hundred Fifty-three thousand and 00/100 (\$4,953,000) payable in full on the closing of this Agreement, by check on the delivery of the deed;

4. **Purchaser's Contingencies.** This Agreement is contingent upon Purchaser's obtaining a commitment of funds from Carthage Water and Electric Plant ("CWEP"), Steadley Foundation and the Missouri Department of Economic Development Grant.

a. **Terms.** The obligation of Purchaser under this Agreement is conditional on obtaining written commitments for funds from Steadley Foundation in the amount of \$1,000,000.00; CWEP in the amount of \$1,500,000.00, Missouri Department of Economic Development Grant in the amount of \$1,453,000.00.

b. **Obligation to Obtain.** Purchaser will pursue such applications diligently.

c. **Right to Cancel.** If all such commitments are not obtained by Purchaser on or before June 30, 2023 either Purchaser or Seller may cancel this Agreement by written notice to the other and Seller will be released from any obligation to sell the Premises to Purchaser.

d. **Extension.** The parties may extend the agreement by mutually executing a written extension if the Missouri Department of Economic Development has not announced the grant recipients.

5. **Restrictions on Title.** The Premises are sold and are to be conveyed subject to:

a. Zoning regulations and ordinances of the city, town, or village in which the Premises lie that are not violated by existing structures.

b. Any recorded covenants and restrictions, as long as such covenants and restrictions are not violated by the existing Premises.

c. Tax liens, water and sewer charges, and other governmental charges will be adjusted at the closing according to the provisions of this Agreement.

6. **Seller's Representations.** Seller, to induce Purchaser to execute this Agreement, represents to Purchaser that to the best of Seller's knowledge:

a. **Size and Condition.** The real property measures approximately 247.65 acres in one contiguous parcel. The property is vacant.

b. **Soil Conditions.** No test borings of the Premises have disclosed, and Seller has no actual knowledge of, any unusual surface or subsurface soil conditions or the existence of underground rocks or other conditions that would hamper or materially increase the cost of using the Premises as an industrial park.

c. **No Condemnation.** There is no condemnation or similar proceeding with respect to the Premises, or any portion of it, and Seller has no knowledge of any proposed condemnation proceeding.

d. **Applicable Laws.** There are no violations of any federal, state, or local laws, ordinances, regulations, or orders affecting the Premises.

e. **Seller's Authority.** Seller is the fee owner of the Premises and has the authority to enter into this Agreement and perform all of the obligations required under it.

f. **Seller's Authority.** The Board of Directors of Seller have duly authorized the execution and delivery of this Agreement. This Agreement is a binding obligation of Seller, enforceable against it in accordance with its terms. Neither the execution and delivery of this Agreement, nor the sale of the Premises, will conflict with or violate Seller's certificate of incorporation or bylaws, or any agreement to which Seller is a party.

The phrase "*to the best of Seller's knowledge*" means the actual knowledge, without investigation, of Donald R. Butcher President of Seller.

7. **Conditions to Purchaser's Obligation.** Purchaser's obligation to purchase the Premises is conditioned on each of the following as of the date of the closing:

a. **Representations of Seller.** All representations of the Seller contained in Clause 6 of this Agreement must be true and accurate in all respects as though made on and as of the closing date.

b. **Seller's Obligations.** All covenants and obligations to be performed and complied with by Seller must be performed or complied with on or before the closing date.

c. **Title Insurance.** A Title Insurance Company must be willing to (1) insure, at standard premium rates, title to the Premises subject to no exceptions except those enumerated above in this Agreement and (2) omit from its title insurance policy all exceptions for unfilled or unrecorded mechanics', materialmen's, or similar liens for work performed at, and materials delivered to, the Premises.

8. **Form of Deed.** The deed will be in substantially the same form as Exhibit B, subject to no liens, claims, encumbrances or title exceptions except the following:

a. **Taxes.** real estate taxes and assessments not yet due and payable;

b. **General Easements.** easements or other grants in favor of third parties that do not materially interfere with the use of the Premises;

c. **Utility Easements.** easements or other grants to utility companies and/or public or quasi-public entities to facilitate the delivery of utilities to the Premises, or for road, water, sewer or other public purposes, regardless of whether they are for the benefit of the Premises;

d. **Permitted Encumbrances.** those liens, title exceptions and encumbrances listed on the Commitment (defined below); and

e. **Survey Items.** all liens, encumbrances, ordinances, statutes and other matters whether recorded or unrecorded that would be disclosed by an accurate survey, physical inspection of the Premises or review of public records.

9. **Nature of Title.** Seller will give and Purchaser will accept a title that the Title Company will approve and insure subject to no exceptions other than those enumerated in Clause 8 of this Agreement.

10. **Title Defects and Obligations of Parties.**

Seller's clause

a. **Notice.** Not less than 10 days before the closing, Purchaser will give written notice to Seller's attorney Charles Pauly, of all defects or objections to title (other than the exceptions set forth in this Agreement subject to which Purchaser is to accept title). Purchaser will separately enumerate each defect and objection.

b. **Adjournment of Closing.** Seller may adjourn the closing date in order to remove such defects or objections, and any other defects or objections that may appear on or before the closing date. Seller will have the right, but not the obligation to endeavor to remedy such title defects as are susceptible of being remedied.

c. **Limitation of Duties.** Seller will not be required to bring any action or proceeding, or incur any expense, to make the title to the Premises comply with the terms of this Agreement.

Purchaser's clause

If Seller cannot convey title to the Premises according to the terms of this Agreement, Purchaser will have the option to accept this title to the Premises as Seller is able to convey without any reduction in the purchase price, but Purchaser will be entitled to a credit against the purchase price for the principal amount of any mortgage, lien, or encumbrance (together with accrued interest), and the full amount, as of the closing date, of any prepayment or other penalties.

11. **Title Insurance and Requirements.**

a. **Prompt Order.** Purchaser agrees to promptly apply for title insurance, and to order an updated survey as soon as practicable.

b. **Title Insurance Conditions.** On or before the closing date, Seller will comply with all reasonable conditions and requirements that Purchaser's title insurance company may impose as a condition of insuring title to the Premises.

c. **Right to Adjourn Closing.** Purchaser has the right to adjourn the closing for a period of time not to exceed 30 days if at least 10 days before the closing date designated in this Agreement Purchaser's attorney has not received a title report from title company and an updated survey of the Premises. Purchaser will give proper notice of such adjournment to Seller.

12. **Apportionment.** No interest or insurance premiums will be apportioned at closing. General real property taxes, installments of special assessments and other fees and taxes imposed on the ownership or use of real property respecting the Property for the tax fiscal period in which the closing occurs (the "Proration Period") will be apportioned between Purchaser and Seller on and as of the closing date.

13. **Unpaid Taxes, Charges, and Liens.** Any unpaid taxes and assessments that Seller is obligated to pay and discharge, together with interest and penalties, to a date not less than two business days after

the date of closing title, may at Seller's option be allowed to Purchaser out of the balance of the purchase price, provided official bills with interest and penalties figured to not less than two business days after the date of closing of title are furnished by Seller at the closing. If at the date of closing of title there are any other liens or encumbrances that Seller is obligated to discharge, Seller may use any portion of the balance of the purchase price to satisfy them, provided Seller delivers to Purchaser at the closing of title instruments in recordable form, sufficient to satisfy any liens and encumbrances of record, together with the cost of recording or filing the instruments. Purchaser, if requested within a reasonable time before the date of closing of title, will provide at the closing separate certified checks that in total amount to the balance of the purchase price, to facilitate the satisfaction of any liens or encumbrances. The existence of any taxes or other liens and encumbrances will not be deemed objections to title if Seller complies with these requirements.

14. Right to Enter.

- a. **Inspection Period.** From the Effective Date until 5:00 p.m. CST on the date that is 90 days after the Effective Date (the "Inspection Period"), Purchaser and its agents will have the right to enter upon the Premises for the purpose of inspecting the same and, subject to the provisions of this Agreement, making such tests, inquiries and examinations as Purchaser will reasonably deem necessary in its discretion, for Purchaser's proposed use of the Premises; provided, however, Purchaser shall not conduct any physically-invasive inspections without first obtaining Seller's written approval in each instance.
- b. **Notice.** Purchaser shall provide Seller reasonable advance notice of the timing and scope of its inspection activities by calling Carla Randall at (417) 358-7599, and/or e-mail to carla.randall@preciousmoments.com. Seller shall have the right to have a representative present during all of Purchaser's inspection activities at the Premises.
- c. **Purchaser Obligations.** Purchaser shall, at Purchaser's sole cost and expense, promptly restore the Premises to substantially the same condition it was in before Purchaser's entry and inspection activities. Purchaser and its agents shall conduct all activities in compliance with any and all applicable laws at Purchaser's sole cost and expense. Purchaser shall not disclose to Seller any of the results of such inspections, tests, inquiries or examinations unless specifically requested to do so in writing by Seller.
- d. **Right to Cancel.** If, at any time before the end of the Inspection Period, Purchaser determines in its sole discretion the Premises has any defects which are unacceptable to Purchaser, or the Premises is otherwise unsuitable for Purchaser's intended use, Purchaser may cancel this Agreement by delivering written notice of such cancellation to Seller before expiration of the Inspection Period, and neither Purchaser nor Seller will have any further obligation to the other except as expressly stated herein. If Purchaser will fail to notify Seller of cancellation in writing prior to the expiration of the Inspection Period, it will be conclusively presumed that Purchaser has waived the inspection contingency.
- e. **Assumption of Risk.** Purchaser shall assume liability for any damages or claims arising from its entry onto the Premises and its performance of inspections.
- f. **Indemnity.** Notwithstanding any other provision of this Agreement, Purchaser shall defend, reimburse, indemnify and hold Seller harmless from and against all losses, liabilities, damages, obligations, payments, costs and expenses (including reasonable attorney fees incurred in connection therewith) directly or indirectly caused from or relating to any such work or materials or the acts or omissions of Purchaser, its agents or employees in connection with this Agreement, excluding the mere

discovery of a problem by Purchaser and the reporting of same by Purchaser to a governmental agency if and to the extent required by applicable law. Further, except for disclosure (i) to Seller, (ii) to Purchaser's attorneys, accountants, lenders, agents and employees who have reason to need to know about such matters, and (iii) as may be required under applicable law, Purchaser shall otherwise keep about such matters, and (iii) as may be required under applicable law, Purchaser shall otherwise keep discovery of any problem or conditions(s) at or relating to the Premises strictly confidential. The foregoing indemnity will survive the Closing, or in the event the Closing does not occur, the termination of this Agreement. Purchaser shall obtain or, at Purchaser's option, cause its consultants to obtain (and provide evidence to Seller), at Purchaser's sole cost and expense, prior to commencement of any investigative activities on the Premises, a policy of commercial general liability insurance covering any and all liability of Purchaser with respect to or arising out of any investigative activities. Such policy of insurance shall name Seller as an additional insured, waive subrogation against Seller and shall be kept and maintained in force during the term of this Agreement and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of Purchaser, Purchaser's employees, agents, contractors, suppliers, consultants or other related parties.

g. **Restriction.** Except as required by law, Purchaser shall not contact any governmental agencies with respect to the Premises without Seller's prior written consent, not to be unreasonably withheld.

h. **No Liens.** Purchaser shall keep the Premises free and clear of any mechanic's liens or materialman's liens related to Purchaser's inspections and Purchaser's other activities contemplated by this Agreement.

15. **DISCLAIMER OF WARRANTIES; RELEASE**

a. **GENERAL.** PURCHASER HEREBY EXPRESSLY ACKNOWLEDGES THAT, PRIOR TO THE END OF THE INSPECTION PERIOD, PURCHASER WILL HAVE THOROUGHLY INSPECTED AND EXAMINED THE PREMISES TO THE EXTENT DEEMED NECESSARY BY PURCHASER IN ORDER TO ENABLE PURCHASER TO EVALUATE THE PURCHASE OF THE PREMISES. PURCHASER IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S CONSULTANTS AND PURCHASER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF AS PURCHASER DEEMS APPROPRIATE AND NECESSARY. UPON CLOSING, PURCHASER WILL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. ALL OF SELLER'S OBLIGATIONS AND LIABILITIES HEREUNDER WITH RESPECT TO THE PREMISES SHALL BE DEEMED MERGED INTO THE DEED. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS ACQUIRING THE PREMISES ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY SELLER OR ITS AGENTS OR REPRESENTATIVES, EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON THE CLOSING, PURCHASER AGREES TO ASSUME ALL RISK AND LIABILITY (AND AGREES THAT SELLER WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PREMISES.

b. **RELEASE.** TO CONFIRM THE PARTIES' INTENTIONS HEREUNDER, UPON CLOSING OF THIS TRANSACTION, PURCHASER FOR ITSELF AND FOR ITS PRESENT AND FUTURE AFFILIATES, AGENTS, EMPLOYEES, AND FOR ITS SUCCESSORS IN TITLE (INCLUDING, WITHOUT LIMITATION, EACH PRESENT AND FUTURE OWNER, GROUND LESSEE AND TENANT OF ALL OR ANY PORTION OR INTEREST IN THE PREMISES) (COLLECTIVELY THE "PURCHASER AND RELEASING PARTIES") SHALL BE DEEMED TO HAVE AUTOMATICALLY AND IRREVOCABLY WAIVED, DISCHARGED AND RELEASED SELLER AND ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, SUCCESSORS, PREDECESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND ATTORNEYS FROM ANY AND ALL CONTINGENT OR NON-CONTINGENT RIGHTS, DEMANDS, CLAIMS, OBLIGATIONS, CAUSES OF ACTION, LIENS, SUITS, CONTROVERSIES, CHOSES IN ACTION, LIABILITIES, DEBTS, FEES, FINES, PENALTIES AND DAMAGES, WHETHER ASSERTED AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN, WHETHER BASED IN CONTRACT, TORT, COMMON LAW, OR STATUTE, WHETHER UNDER FEDERAL, STATE OR LOCAL LAW, RULE, REGULATION OR ORDINANCE (COLLECTIVELY, "CLAIMS"), THAT CONCERN, ARISE OUT OF OR RELATE TO THE ENVIRONMENTAL CONDITION OF THE PREMISES OR THE PRESENCE OF ANY POLLUTANT, WASTE OR HAZARDOUS SUBSTANCE ON, AT, IN OR UNDER THE PREMISES, GROUNDWATER OR SURFACE WATER AT THE PREMISES.

c. **SURVIVAL; NO MERGER WITH DEED.** EXCEPT AS NOTED ABOVE, THE TERMS AND PROVISIONS OF THIS ARTICLE 15 WILL EXPRESSLY SURVIVE THE CLOSING AND WILL NOT MERGE INTO THE DEED AND OTHER DOCUMENTS TO BE DELIVERED BY SELLER TO PURCHASER AT CLOSING.

16. **Closing Date.** The Closing of Title to the Premises will take place on a date agreed upon by the parties in the office of the Title Company.

17. **Time of the Essence.** Time is of the essence for the performance of the obligations contained in this Agreement, notwithstanding any rule of law or equity to the contrary.

18. **Prior Understandings and Agreements.** It is understood and agreed that all understandings and agreements previously made between the parties are merged in this Agreement, which alone fully and completely expresses their Agreement, neither party relying on any statement or representation made by the other not embodied in this Agreement.

19. **Oral Changes.** This Agreement may not be changed or terminated orally. The Agreement applies to and binds the heirs, executors, administrators, successors, and assigns of the parties.

20. **No Assignment.** Purchaser may not assign this Agreement without the prior, written consent of Seller, which consent may be withheld in Seller's sole discretion.

21. **Notices.** All notices and other communications under this Agreement must be in writing, will refer to this Agreement, and must be delivered personally or sent by registered or certified mail, return receipt requested, addressed as follows:

(1) If intended for Seller, to Seller at 4105 Chapel Road, Carthage, MO 64836, with a copy to Charles Pauly, Checkett, Pauly, Bay & Morgan, LLC, Carthage, MO 64836

(2) If intended for Purchaser, to Purchaser at 326 Grant St. Carthage, MO 64836

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.



Mayor Dan Rife
As Authorized by City Ordinance

Butcher Family Properties, Inc.

By: 

Donald R. Butcher, President

Exhibit A
Legal Description

All of the South One-half (S1/2) of Section 21, Township 28, Range 31, Jasper County, Missouri, Except the North One-half of the Northeast Quarter of the Southeast Quarter of Said Section 21, and Except All of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 21, Township 28, Range 31, and Except any part taken or deeded for road or highway.

COUNCIL BILL NO. 24-01

ORDINANCE NO. 24-03

An Ordinance authorizing the Mayor to enter into a contract between the City of Carthage and Radmacher Brothers Excavation for the interchange improvement at the intersection on I-49 and Dr. Russell Smith Way in the amount of \$2,659,341.10, in the City of Carthage Missouri.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,
JASPER COUNTY, MISSOURI** as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to execute on behalf of the City of Carthage a contract with Radmacher Brothers Excavation for improvements at the intersection on I-49 and Dr. Russell Smith Way, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS 23rd DAY OF January, 2024.

Dan Rife, MAYOR

ATTEST:

Amy Taylor, DEPUTY CITY CLERK

Sponsored by: Public Works Committee

S6030(51)

CITY OF CARTHAGE, MISSOURI
326 Grant St
Carthage, MO 64836

CONTRACT
AND
BOND
FOR
CONSTRUCTING OR IMPROVING

**S6030(51) STATE HIGHWAY HH, I-49 SOUTHBOUND
RAMPS, AND DR. RUSSELL SMITH WAY INTERSECTION**

ROUTE HH JASPER COUNTY, MISSOURI

PREPARED BY:



2232 South Garrison Ave. Carthage, MO 64836
417-358-9551

August 2023; Revised October 2023

INVITATION TO BID

SEALED BIDS for construction of S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way Intersection, will be received by the City of Carthage, 326 Grant St, Carthage, MO 64836 until 10:00 o'clock A.M. (Prevailing Local Time), November 30, 2023, and then publicly opened and read aloud at the City of Carthage, 326 Grant, Carthage, Missouri 64836. All bids shall be submitted in the form of hard copy attached.

The proposed work includes: **Replacement of existing signalized intersection at outer road and southbound ramp terminal intersection with a roundabout for Route HH (Fir Road), Dr. Russell Smith Way (outer road) and I 49 southbound ramps.**

Complete digital project bidding documents are available at www.weareown.com You may download the digital plan documents for a non-refundable fee of \$45.00. The Quest project number is **8630858**.

Paper copies of bidding documents may be obtained from the office of OWN, Inc. (formerly Anderson Engineering, Inc.), 218 5th Street, Monett, Missouri 65708, (417) 236-0112 upon payment of a non-refundable amount of \$175.00. The successful bidder will be furnished three complete sets of plans and specifications. Additional sets will be sold to the contractor at cost.

Bidders with questions concerning this invitation may contact Sean Matlock, P.E., OWN, Inc. (formerly Anderson Engineering, Inc.), 2232 South Garrison, Carthage, Missouri 64836, at (417) 392-9265.

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.

City of Carthage 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."

All 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. 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.

The project will be awarded to the lowest, responsive, responsible bidder. The Owner reserves the right to waive any informalities or minor defects or to reject any or all bids and to re-advertise and to rebid. All materials for the project shall be tax exempt.

Each Bidder must deposit with his/her bid, security in the amount of five percent (5%) of his/her base bid which is subject to conditions provided in the Instructions to Bidders.

The DBE Goal for this project is 6 %.

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

No Bidder may withdraw his bid within thirty (30) consecutive calendar days after the actual date of the opening thereof.

November 8, 2023 Date

City of Carthage
s/Zeb Carney
Public Works Director

FINAL CHECKLIST BEFORE SUBMITTING BID

- ☐ 1. Submit completed Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website. (if applicable – required on highway and bridge projects)
- ☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). 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 Carthage. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- ☐ 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- ☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- ☐ 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- ☐ 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- ☐ 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

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

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

All questions concerning the bid document preparation and project specific questions can be directed to Sean Matlock, PE, OWN, Inc., (417) 793-7680.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Carthage, at 417-237-7000 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

TABLE OF CONTENTS

Notice to Contractors

Proposed Work.....	(1)
Compliance With Contract Provisions.....	(2)
Period of Performance	(3)
Liquidated Damages	(4)
Bid Guaranty	(5)
Certifications for Federal Jobs	(6)
Antidiscrimination	(7)
Federal and State Inspection	(8)
Prevailing Wage.....	(9)
Worker Eligibility Requirements	(10)
OSHA Training Requirements.....	(11)
Buy America Requirements.....	(12)
Addendum Acknowledgement.....	(13)
Signature and Identity of Bidder.....	(14)
Trainees.....	(15)
Subcontractor Disclosure	(16)
Project Award	(17)
Materials Inspections.....	(18)
Prime Contractor Requirements.....	(19)
Tax Exempt Status	(20)
Retainage.....	(21)

Itemized Bid Sheets

Bid Bond

DBE Identification Submittal

DBE Provisions

Job Special Provisions

Form FHWA 1273

Federal Aid Provisions

Applicable State Wage Rates

Applicable Federal Wage Rates

Applicable Environmental and Cultural Permits and Clearances

Geotechnical Report

Contract Agreement

Contract Bond

Contractor's Acknowledgement

Notice of Award

Notice to Proceed

Contractor's Affidavit Regarding Settlement of Claims

Affidavit of Compliance With the Prevailing Wage Law

NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Carthage, 326 Grant, Carthage, Missouri 64836 for the proposed work will be received by the City of Carthage until 10:00 o'clock A.M. (Prevailing Local Time) on November 30, 2023 at the office of the City of Carthage, and at that time will be publicly opened and read. Bids should be delivered to: City of Carthage, 326 Grant, Carthage, Missouri 64836.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes: **Replacement of existing signalized intersection at outer road and southbound ramp terminal intersection with a roundabout for Route HH (Fir Road), Dr. Russell Smith Way (outer road) and I 49 southbound ramps.**

(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" (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

Design Specifications:

2018 AASHTO 7th Edition Highway & Street Design Green Book

Construction Specifications:

Missouri Standard Specifications for Highway Construction

Missouri Standard Plans for Highway Construction

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

General Provisions & Supplemental Specifications

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

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

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of City Carthage", and the term "Engineer" is a reference to the Engineer of Record from OWN, Inc (formerly,

The contracting authority for this contract is City of Carthage.

(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: 298

Completion Date: November 8, 2024

(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 – See Job Special Provisions

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). 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 (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. 30", 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

Radmacher Brothers Excavating Co., Inc., which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint 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 Missouri

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

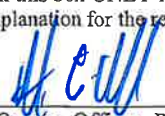
Executed by bidder this 30th day of November 20 23.

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

Robert C. Radmacher, President

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. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** City of Carthage, 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) **RETAINAGE:** Retainage of contractor payment is not allowed to be automatically applied to projects as a matter of course and shall not be included in the bid proposal. However, the PS&E can state that in accordance with the Missouri Prompt Pay Act (34.057 RSMo), the owner may withhold payment for any of the following reasons, or as determined by the engineer.

- liquidated damages
- unsatisfactory job progress
- defective construction work or material not remedied
- disputed work
- failure to comply with any material provision of the contract
- third party claims filed or reasonable evidence that a claim will be filed
- failure to make timely payments for labor, equipment or materials
- damage to a contractor, subcontractor or material supplier
- reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum
- citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

BID FORM

S6030(51)

S6030(51) STATE HIGHWAY HH, I-49 SOUTHBOUND RAMPS, AND DR. RUSSELL SMITH WAY INTERSECTION
CITY OF CARTHAGE, MO**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:

BID FORM

S6030(51) STATE HIGHWAY HH, I-49 SOUTHBOUND RAMPS, AND DR. RUSSELL SMITH WAY INTERSECTION

Line No.	Item No.	Description	Unit	Quantity	Unit Price	Extended Total
		ROADWAY ITEMS				
10	2013000	CLEARING AND GRUBBING	ACRE	1	\$ 4,320.00	\$ 4,320.00
20	2022010	REMOVAL OF IMPROVEMENTS	L.S.	1	\$ 78,790.00	\$ 78,790.00
30	2035000	UNCLASSIFIED EXCAVATION	C.Y.	32,121	\$ 4.80	\$ 154,180.80
40	2035500	EMBANKMENT IN PLACE	C.Y.	25,910	\$ 9.10	\$ 235,781.00
50	2036000	COMPACTING EMBANKMENT	C.Y.	27,931	\$ 1.25	\$ 34,913.75
60	2037075	COMPACTING IN CUT	STA.	16.9	\$ 900.00	\$ 15,210.00
70	2063000	CLASS 3 EXCAVATION	C.Y.	1,941	\$ 9.00	\$ 17,469.00
80	2063100	CLASS 3 EXCAVATION IN ROCK	C.Y.	147	\$ 84.00	\$ 12,348.00
90	3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	443	\$ 8.30	\$ 3,676.90
100	3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	S.Y.	13,124	\$ 10.00	\$ 131,240.00
110	3105002	GRAVEL (A) OR CRUSHED STONE (B)	TON	29	\$ 34.50	\$ 1,000.50
120	4010150	TYPE A2 SHOULDER	S.Y.	996.9	\$ 38.00	\$ 37,882.20
130	4011209	"BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)"	TON	616.1	\$ 82.50	\$ 50,828.25
140	4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TON	218.2	\$ 76.50	\$ 16,692.30
150	4039905	MISC. {OPTIONAL PAVEMENT (11 IN. HMA / 9 IN. JPCP)}	S.Y.	9838.3	\$ 50.50	\$ 496,834.15
160	4071005	TACK COAT	GAL	103	\$ 2.55	\$ 262.65
170	5021108	CONCRETE PAVEMENT (8 IN. NON-REINF)	S.Y.	1433.8	\$ 50.00	\$ 71,690.00
180	6083008	8 IN. CONCRETE MEDIAN STRIP	S.Y.	715.4	\$ 52.50	\$ 37,558.50
190	6085008	"PAVED APPROACH, 8 IN."	S.Y.	205.6	\$ 56.00	\$ 11,513.60
200	6091010	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	L.F.	333	\$ 38.00	\$ 12,654.00
210	6091041	CONCRETE GUTTER TYPE A	L.F.	472	\$ 66.50	\$ 31,388.00
220	6091052	CURB AND GUTTER TYPE B	L.F.	2,138	\$ 29.00	\$ 62,002.00
230	6091060	PAVED DITCH	S.Y.	432	\$ 33.50	\$ 14,472.00
240	6092032	CONCRETE CURB LOW PROFILE TYPE F	L.F.	408	\$ 25.00	\$ 10,200.00
250	6097000	ROCK LINING	C.Y.	18	\$ 110.00	\$ 1,980.00
260	6123000A	TRUCK OR TRAILER MOUNTED ATTENUATOR (TMA)	EACH	2	\$ 1,970.00	\$ 3,940.00

270	6161005	CONSTRUCTION SIGNS	S.F.	965	\$ 8.80	\$ 8,492.00
280	6161008	ADVANCED WARNING RAIL SYSTEM	EACH	4	\$ 100.00	\$ 400.00
290	6161025	CHANNELIZER (TRIM LINE)	EACH	171	\$ 18.00	\$ 3,078.00
300	6161030	TYPE III MOVEABLE BARRICADE	EACH	8	\$ 150.00	\$ 1,200.00
310	6161040	FLASHING ARROW PANEL	EACH	2	\$ 1,750.00	\$ 3,500.00
320	6161099	"CHANGEABLE MESSAGE SIGN WITH COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED"	EACH	6	\$ 5,000.00	\$ 30,000.00
330	6181000	MOBILIZATION	L.S.	1	\$ 289,440.00	\$ 289,440.00
340	6181020	ADDITIONAL MOBILIZATION FOR SEEDING	EACH	3	\$ 600.00	\$ 1,800.00
350	6191000	PAVEMENT EDGE TREATMENT	L.F.	1,099	\$ 5.50	\$ 6,044.50
360	6200018	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN. YELLOW"	L.F.	146	\$ 50.00	\$ 7,300.00
370	6200021	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW"	EACH	6	\$ 450.00	\$ 2,700.00
380	6200027	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, COMBINATION STR/LT/RT"	EACH	6	\$ 680.00	\$ 4,080.00
390	6200042	"PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN WHITE, YIELD LINE TRIANGLES"	EACH	58	\$ 40.00	\$ 2,320.00
400	6206000C	"4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	L.F.	7,073	\$ 0.50	\$ 3,536.50
410	620600IC	"4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	L.F.	12,145	\$ 0.50	\$ 6,072.50
420	6206108A	"8 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	L.F.	195	\$ 2.00	\$ 390.00
430	6207001	PAVEMENT MARKING REMOVAL	L.F.	3,924	\$ 3.00	\$ 11,772.00
440	6209902	MISC. {PREFORMED THERMOPLASTIC PAV'T MARKING, LANE REDUCTION ARROW}	EACH	1	\$ 630.00	\$ 630.00
450	6209903	MISC. {6 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS}	L.F.	797	\$ 1.00	\$ 797.00
460	6209903{1}	MISC. {6 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS}	L.F.	784	\$ 1.00	\$ 784.00
470	6209903{2}	MISC. {12 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS}	L.F.	112	\$ 3.00	\$ 336.00
480	6209903{3}	MISC. {12 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS}	L.F.	1,234	\$ 3.00	\$ 3,702.00
490	6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	L.S.	1	\$ 39,000.00	\$ 39,000.00
500	7261042	42 IN. PIPE GROUP A	L.F.	194	\$ 200.00	\$ 38,800.00
510	7261048	48 IN. PIPE GROUP A	L.F.	468	\$ 230.00	\$ 107,640.00
520	7310072	PRECAST CONCRETE MANHOLE - 72 IN.	L.F.	6	\$ 1,230.00	\$ 7,380.00
530	7320642A	42 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EACH	2	\$ 2,870.00	\$ 5,740.00
540	7320648A	48 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	EACH	2	\$ 3,380.00	\$ 6,760.00
550	8025006	MULCHING	ACRE	6.1	\$ 500.00	\$ 3,050.00
560	8051000A	SEEDING - COOL SEASON MIXTURES	ACRE	4.9	\$ 4,500.00	\$ 22,050.00
570	8061005	ROCK DITCH CHECK	L.F.	271	\$ 10.00	\$ 2,710.00
580	8061016	SEDIMENT REMOVAL	C.Y.	67	\$ 33.00	\$ 2,211.00
590	8061017	TEMPORARY SEEDING	ACRE	1.2	\$ 500.00	\$ 600.00

600	8061019	SILT FENCE	L.F.	4,291	\$ 4.00	\$ 17,164.00
610	8064136	TYPE 2B EROSION CONTROL BLANKET	S.Y.	3,009	\$ 3.50	\$ 10,531.50
620	8064137	TYPE 2C EROSION CONTROL BLANKET	S.Y.	23,289	\$ 2.50	\$ 58,222.50
630	8064138	TYPE 2D EROSION CONTROL BLANKET	S.Y.	840	\$ 2.50	\$ 2,100.00
		MGS GUARDRAIL ITEMS				
640	6061060	MGS GUARDRAIL	L.F.	338	\$ 50.00	\$ 16,900.00
650	6061068	MGS BRIDGE APPROACH TRANSITION SECTION (EXTENDED CURB)	EACH	2	\$ 5,100.00	\$ 10,200.00
660	6061074	MGS HEIGHT AND BLOCK TRANSITION	EACH	1	\$ 1,300.00	\$ 1,300.00
670	6061080	MGS END ANCHOR	EACH	1	\$ 1,500.00	\$ 1,500.00
680	6063014	TYPE A CRASHWORTHY END TERMINAL (MASH)	EACH	2	\$ 4,100.00	\$ 8,200.00
		LIGHTING ITEMS				
690	9011064	"LIGHTING POLE, 45 FT. OR 13.5 M, TYPE AT DESIGN 3"	EACH	9	\$ 4,460.00	\$ 40,140.00
700	9011115	"BRACKET ARM, 15 FT. OR 4.6 M"	EACH	9	\$ 1,550.00	\$ 13,950.00
710	9011312	"LUMINAIRE, LED-B"	EACH	9	\$ 420.00	\$ 3,780.00
720	9012230	BASE MOUNTED CONTROL STATION 240 VOLT - 4 CIRCUIT	EACH	1	\$ 8,270.00	\$ 8,270.00
730	9013002	"CONDUIT, 2 IN. RIGID, IN TRENCH"	L.F.	200	\$ 19.50	\$ 3,900.00
740	9013004	"CONDUIT, 4 IN. RIGID, IN TRENCH"	L.F.	30	\$ 29.50	\$ 885.00
750	9014004	"CONDUIT, 4 IN. RIGID, PUSHED"	L.F.	230	\$ 32.00	\$ 7,360.00
760	9015010	TRENCHING TYPE I	L.F.	1,092	\$ 7.50	\$ 8,190.00
770	9016120	"PULL BOX, CONCRETE, STANDARD"	EACH	8	\$ 4,950.00	\$ 39,600.00
780	9017110	"CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET"	L.F.	1,080	\$ 1.35	\$ 1,458.00
790	9017407	"CABLE-CONDUIT, 1 IN., 2 CONDUCTORS AND 1 BARE NEUTRAL, 8 AWG"	L.F.	1,590	\$ 5.10	\$ 8,109.00
800	9018245	POLE FOUNDATION (45 FT. OR 13.5 M MOUNTING HEIGHT)	EACH	9	\$ 2,790.00	\$ 25,110.00
810	9108208	"CABLE, 8 AWG, 1 CONDUCTOR, POWER"	L.F.	620	\$ 1.60	\$ 992.00
		SIGNING ITEMS				
820	9031010	"CONCRETE FOOTINGS, EMBEDDED"	C.Y.	11.3	\$ 900.00	\$ 10,170.00
830	9031020	"CONCRETE FOOTINGS, BOLT DOWN"	C.Y.	17.8	\$ 1,130.00	\$ 20,114.00
840	9031210	STRUCTURAL STEEL POSTS	LBS	850	\$ 6.20	\$ 5,270.00
850	9031220	PIPE POSTS	LBS	5,840	\$ 4.80	\$ 28,032.00
860	9031241	BREAKAWAY ASSEMBLY (PERFORATED SQUARE STEEL TUBE)	EACH	2	\$ 270.00	\$ 540.00
870	9031242	36 IN. SURFACE-MOUNT DELINEATOR POST	EACH	7	\$ 68.50	\$ 479.50
880	9031252	"7 FT. CHANNEL POST DELINEATOR, DOUBLE STACKED WHITE"	EACH	3	\$ 69.50	\$ 208.50
890	9031256	"7 FT. CHANNEL POST DELINEATOR, WHITE"	EACH	7	\$ 63.00	\$ 441.00
900	9031258	"7 FT. CHANNEL POST DELINEATOR, WHITE/RED"	EACH	5	\$ 69.50	\$ 347.50
910	9031272A	2.25 IN. PSST POST INSERT (6 FOOT) - 12GA.	EACH	2	\$ 63.50	\$ 127.00

920	9031280	2.5 IN. PSST POST - 12 GA.	L.F.	27	\$	14.50	\$	391.50
930	9031285	CONCRETE POST ANCHOR FOR 2.5 IN. PSST - 7 GA.	EACH	2	\$	540.00	\$	1,080.00
940	9035004A	SH-FLAT SHEET	S.F.	355	\$	19.00	\$	6,745.00
950	9035011A	ST-STRUCTURAL	S.F.	500	\$	25.00	\$	12,500.00
960	9039902	MISC. {TUBULAR SUPPORT, TYPE S-27718-65}	EACH	1	\$	76,100.00	\$	76,100.00
970	9039902 {1}	MISC. {TUBULAR SUPPORT, TYPE C-2018-28}	EACH	1	\$	35,790.00	\$	35,790.00
			TOTAL COST OF BID \$ 2,659,341.10					

Bidder assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functional installation.

The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____
Radmacher Brothers Excavating Co., Inc.
as principal and _____ The Cincinnati Insurance Company
as surety, are held and firmly bound unto the _____ City of Carthage _____ in the penal sum 5% of
of _____ Five Percent of Amount Bid _____ Dollars (\$Amount Bid)
to be paid to the City 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 _____ November 30, 2023 _____

THE CONDITION OF THIS OBLIGATION is such that

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

_____ Route HH Jasper County, Missouri _____
in _____ Jasper _____ County(ies),
project (s) _____ S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way Intersection _____
for construction or improvement of state highway as set out in said bid;

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

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

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

SEAL

SEAL



Radmacher Brothers Excavating Co., Inc.
Principal
By _____ *H C V* _____ President
Signature
The Cincinnati Insurance Company
Surety
By _____ *Dm* _____ *Sh* _____
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.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

David S. Slavitch; Luke P. Sealer; Robert L. Cox, II; Kathryn E. Johnson; Rodney S. Demaree; Kacey McCrorey and/or Joshua Roberts

of Sedalia, Missouri

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
One Hundred Million and No/100 Dollars (\$100,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett, Attorney at Law
Notary Public – State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 30th day of November, 2023



Ed H.

DBE Submittal Forms

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

(A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 6 % 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:

6 % 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 City's proposed DBE Contract Goal: (Attach additional sheets if necessary).

Phone Calls _____

Emails _____

Invitations to Review Plans _____

DBE Identification Submittal Form
(For Local Program Agency (LPA) Projects)

Job Number: S6030(51)

Route: HH

County: Jasper

Radmacher Brothers Excavating **Prime Contractor:** **Contract Amount:** \$2,659,341.10

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is and the e-mail address for submittal is Contact MoDOT's External Civil Rights Division (ECR) 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.**

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:

JLA Construction
P.O. Box 718
Brookline, MO 65619

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** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
330	\$5,000	100%	\$5,000	0.188%	-	+
340	\$1,800	100%	\$1,800	0.068%	-	+
550	\$3,050	100%	\$3,050	0.115%	-	+
560	\$22,050	100%	\$22,050	0.829%	-	+
570	\$2,710	100%	\$2,710	0.102%	-	+
590	\$600	100%	\$600	0.023%	-	+
600	\$17,164	100%	\$17,164	0.645%	-	+
610	\$10,532	100%	\$10,532	0.396%	-	+
620	\$58,223	100%	\$58,223	2.189%	-	+
630	\$2,100	100%	\$2,100	0.079%	-	+
DBE Total: \$123,228				Total % 4.634%		

**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.

Brokered services will only receive credit for fees.

Respectfully submitted:

Radmacher Brothers Excavating

Company Name (Prime Contractor)

Christopher Carsten - Project Manager

Name / Title

Signed (Prime Contractor)

DBE Identification Submittal Form
(For Local Program Agency (LPA) Projects)

Job Number: S6030(51)

Route: HH

County: Jasper

Radmacher Brothers Excavating **Prime Contractor:** **Contract Amount:** \$2,659,341.10

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to _____ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is _____ and the e-mail address for submittal is _____. Contact MoDOT's External Civil Rights Division (ECR) 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.**

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:

Trail Consulting
 714 Hwy D
 Osage Beach, MO 65065

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** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
490	\$39,000	100%	\$39,000	1.467%	-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: \$39,000				Total % 1.467%		

**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.

Brokered services will only receive credit for fees.

Respectfully submitted:

Radmacher Brothers Excavating

Company Name (Prime Contractor)

Christopher Carsten - Project Manager

Name / Title

Signed (Prime Contractor)

**Instructions for Completing the
DBE Identification Submittal Form
(For Local Program Agency (LPA) Projects)
(ECR-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 on 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: [HTTP://www.modot.org/welcome-external-civil-rights](http://www.modot.org/welcome-external-civil-rights)

- (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 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. 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.

**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, national origin, or gender 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 External Civil Rights 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-external-civil-rights>

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 less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.

(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 certifies²⁰ 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 External Civil Rights Division. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies 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, Good Faith Efforts Specified. The bidder may submit the completed “DBE Identification Submittal” information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, 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. 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) Any bidder rejected for failure to submit the completed and executed “DBE Identification Submittal” information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

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

11.0 DBE Participation for Contract Goal Credit. In addition to participation outlined by 49 CFR part 26, the following shall apply:

In addition to allowances provided for in the Federal Regulations, a bidder may count toward the DBE contract goal the following expenditures to certified DBE firms that are not “regular dealers” or “manufacturers” for DBE program purposes:

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

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

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 External Civil Rights 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 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period. 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 all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

Missouri Department of Transportation

Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

June 21, 2023

Radmacher Brothers Excavating Co., Inc.
2201 N 7 Highway
Suite B
Pleasant Hill, MO 64080

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects **of any dollar amount**. The questionnaire submitted will be retained on file for one year, and will expire on 6/30/2024.

The Missouri Highways and Transportation Commission (the Commission) does not issue a gross qualification figure to prospective bidders. The lowest, responsive, responsible bidder for each project is determined by the Commission. The Commission reserves the right to reject any and all bids.

You have been assigned contractor vendor number **0010739**, to be used in the bidding process with MoDOT. In order to submit a bid on MoDOT road and bridge projects, you must have an active Bid Express account and a digital ID. Establishing a digital ID with Bid Express may take up to a week. A bidder must also download the current version of Expedite Bid software and the electronic bid submission (EBS) files from www.Bidx.com/mo/main.

All bidders are reminded that the Missouri Standard Specifications for Highway Construction Section 102 "Bidding Requirements and Conditions" includes important elements you should become familiar with prior to submitting a bid. Violation of this section is grounds to disqualify and reject bids by the Commission.

All successful bidders are required to remain in good standing with the Missouri Secretary of State to do business with the State of Missouri to be eligible to receive a contract for execution and during the performance of the contract.

MoDOT requires all successful bidders to be registered in MissouriBUYS. Registration with MissouriBUYS ensures prompt payment and allows vendors to update important information such as address changes or banking information. In addition, registration in MissouriBUYS allows contractors to view other bid opportunities with the State of Missouri. <https://missouribuys.mo.gov/registration>

Please note that MoDOT road and bridge bidding opportunities remain located in MoDOT's Online Plans Room. <https://www.modot.org/modot-online-plans-room>

If you have any questions pertaining to filing questionnaires or to expiration dates, please call Jennifer Smith at 573-751-8305.

Sincerely yours,



Brandi Baldwin, P.E.
State Construction and Materials Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org



Company ID Number: 180228

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Radmacher Brothers Excavating Co., Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 180228

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Radmacher Brothers Excavating Co., Inc.

Kathy Kee

Name (Please Type or Print)

Title

Administrative Assistant

Electronically Signed

Signature

01/14/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/14/2009

Date



Company ID Number: 180226

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Radmacher Brothers Excavating Co., Inc.

Company Facility Address: 2201 North 7 Highway

Suite B

Pleasant Hill, MO 64080

Company Alternate
Address:

County or Parish: CASS

Employer Identification

Number: 431559884

North American Industry
Classification Systems

Code: 237

Parent Company: Radmacher Brothers Excavating

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Company ID Number: 180228

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Kathy L Kee
Telephone Number: (816) 540 - 3614
E-mail Address: kkee@radbroex.com

Fax Number: (816) 540 - 4444

ADDENDUM NO. 1

TO: All Holders of Plans and Contract Documents for the Carthage S6030(51) State Hwy. HH, I-49 Southbound Ramps, & Dr. Russell Smith Way Intersection Carthage, Missouri

ISSUED: November 15, 2023

Radmacher Brothers Excavating Co., Inc.

Name of Bidder

Receipt Acknowledged By

Gentlemen,

This Addendum is hereby made a part of the Contract Documents to the same extent as if it were originally included herein. This Addendum shall be inserted in the Contract Documents and submitted with the Bid, and includes the following items:

ELECTRONIC DELIVERABLES:

General Provisions and Supplemental Specifications to 2023 Missouri Standard Specifications for Highway Construction Division 100; Effective October 1, 2023 are amended as follows.

ELECTRONIC INFORMATION FOR BIDDER'S AUTOMATION

3.0 Disclaimers. The electronic information shall not be considered a representation of actual conditions to be encountered during construction. Furnishing this information does not relieve a bidder or contractor from the responsibility of making an investigation of conditions to be encountered including, but not limited to site visits, and basing the bid on information obtained from these investigations, and the professional interpretations and judgment of the bidder or contractor. The bidder or contractor shall assume the risk of error if the information is used for any purposes for which the information was not intended. The Commission and The City of Carthage makes no representation as to the accuracy or reliability of the information, since the information may not be representative of the sealed contract documents. Any assumption the bidder or contractor may make from this electronic information is at the bidder or contractor's risk; none are intended by the Missouri Highways and Transportation Commission or The City of Carthage. The bidder or contractor assumes the sole risk of liability or loss if the bidder or contractor does rely on this electronic information to its detriment, delay or loss.

OWN, Inc. Disclaimer

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All Rights Reserved

DISCLAIMER: This data is authorized "AS IS" without any warranty as to its performance, accuracy, freedom from error, or as to any results generated through its use, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. You assume the entire risk as to the results and performance of this data.

COPYRIGHT NOTICE: The designs represented by these plans are copyrighted and are subject to copyright protection under 17 U.S.C. §101, et seq., as amended. Unauthorized use of these plans or the designs represented therein will subject the infringer to damages and/or judicial action as provided by federal law.

CADD/ELECTRONIC FILE TRANSFER

At your request, we (OWN, Inc.) are providing electronic files for your convenience and use in the preparation of drawings related to this project, subject to the following terms and conditions:

Our electronic files are compatible with: OpenRoads Designer. We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

Data contained on these electronic files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of drawings for this project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to us.

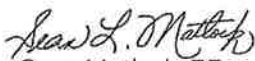
These electronic files are not construction drawings. Differences may exist between these electronic files and corresponding hard-copy construction drawings. We, make no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction drawings prepared by us and the electronic files, the signed or sealed hard-copy construction drawings shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

Because the information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by us, and we make no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

By your use of these electronic files, you agree to the terms and conditions above. OWN, Inc. does not assume any liabilities for unauthorized alterations to the information contained herein and grants a temporary license to the recipient of this email for the use of material contained in any attached files for development of recipient's work. OWN, Inc. does not warrant the accuracy of any information contained in these emailed files, but OWN, Inc. retains all rights to the use of the emailed material. The information contained in this email, including any attachments, is privileged, confidential and intended for the sole use of the individual or entity to whom it is addressed. It is the responsibility of the addressee to scan for any computer viruses or other defects. The sender does not accept liability for any loss or damage of any nature which may result from this email or any attached file. If you are not the intended recipient, you are notified that any use, distribution or copying of the message is strictly prohibited and may subject you to criminal or civil penalties. If you have received this email in error, please notify the sender immediately by reply email then delete any printed or electronic copies.

Sincerely,



Sean Matlock, PE

Project Engineer

ADDENDUM NO. 2

TO: All Holders of Plans and Contract
Documents for the Carthage
S6030(51) State Hwy. HH, I-49 Southbound
Ramps, & Dr. Russell Smith Way Intersection
Carthage, Missouri

ISSUED: November 20, 2023

Radmacher Brothers Excavating Co., Inc.

Name of Bidder

Receipt Acknowledged By

Gentlemen,

This Addendum is hereby made a part of the Contract Documents to the same extent as if it were originally included herein. This Addendum shall be inserted in the Contract Documents and submitted with the Bid, and includes the following items:

Geotechnical Information: Information packet from preliminary geotechnical investigations is provided for the bidder's use in bid estimating and construction methods.

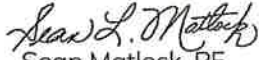
The attached boring logs and other factual subsurface information obtained for the design of this project are made available to bidders so that all have access to identical subsurface information available to the City of Carthage and are not intended as a substitute for personal investigation, interpretations,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

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

Certain types of documents relating to subsurface investigations are not included in this packet. These include correspondence and reports containing interpretations, opinions, and recommendations which may or may not be factual, accurate or consistent with design decisions. Individual test reports are not included where the results are otherwise summarized and made available in tabular form in one of the enclosed documents. The bidder is cautioned that any and all such interpretations, conclusions and recommendations are not represented or warranted to be accurate or reliable, and the City cannot be bound by them, whether or not it may appear to have "relied" on them. These subjective findings have not been confirmed or shown to be reliable, and the bidder assumes the sole risk of liability or loss if the bidder does rely on these documentary interpretations and conclusions to its detriment, delay or loss.

The bidder assumes all risks it may encounter in basing its order of work, equipment or personnel determinations, time of performance, cost of performance, working days needed, item bid prices, or any other element of the work, on the attached documents or any other documentation, not expressly warranted, which the bidder obtains from the City.

Sincerely,


Sean Matlock, PE
Project Engineer

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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

A.	General - Federal JSP-09-02J	1
B.	Contract Liquidated Damages	1
C.	Work Zone Traffic Management	2
D.	Emergency Provisions and Incident Management JSP-90-11A	5
E.	Project Contact for Contractor/Bidder Questions	6
F.	Supplemental Revisions JSP-18-01Z	6
G.	Contractor Quality Control NJSP-15-42	14
H.	Utilities	15
I.	Measurement and Payment	18
J.	Optional Pavements	18
K.	Optional Shoulder JSP-13-03	19
L.	Contractor Furnished Surveying and Staking - SW	20
M.	Damage to Existing Pavement, Shoulders, Side Roads, and Entrances	20
N.	Removal and Delivery of Existing Signs JSP-12-01B	21
O.	Disposition of Existing Signal/Lighting and Network Equipment JSP-15-05A	21
P.	Liquidated Damages for Winter Months JSP-04-17A	22
Q.	Notice to Bidders of Third Party Concurrence in Award	22
R.	Obtaining Environmental Clearance for Project Specific Locations	23
S.	LPA Buy America Requirements LPA-18-08A	27

 THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.	MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION 105 W. CAPITOL AVE. JEFFERSON CITY, MO 65102 Phone 1-888-275-6636
	OWN, INC. 2232 S. GARRISON AVE. CARTHAGE, MO 64836 Certificate of Authority: 000062 Consultant Phone: 417-358-9551
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: J7S3378; S6030(51) JASPER COUNTY, MO DATE PREPARED: 7/1/2023
	ADDENDUM DATE:

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

JOB
SPECIAL PROVISION

A. General - Federal JSP-09-02J

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

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

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2023 Missouri Standard Plans
For Highway Construction

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

B. Contract Liquidated Damages

1.0 Description. Liquidated Damages for failure or delay in completing the work on time for this contract shall be in accordance with Sec 108.8. The liquidated damages include separate amounts for road user costs and contract administrative costs incurred by the Commission.

2.0 Period of Performance. Prosecution of work is expected to begin on the date specified below in accordance with Sec 108.2. Regardless of when the work is begun on this contract, all work shall be completed on or before the date specified below. Completion by this date shall be in accordance with the requirements of Sec 108.7.1.

Notice to Proceed: **January 15, 2024**

Completion Date: **November 8, 2024**

2.1 Calendar Days. The count of calendar days will begin on the date the contractor starts any construction operations on the project.

Job Number	Calendar Days	Daily Road User Cost
S6030(51)	298	\$3200

3.0 Liquidated Damages for Contract Administrative Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged contract administrative liquidated damages in accordance with Sec 108.8 in the amount of **\$1,225** per calendar day for each calendar day, or partial day thereof, that the work is not fully completed. For projects in combination, these damages will be charged in full for failure to complete one or more projects within the above specified completion date or calendar days.

4.0 Liquidated Damages for Road User Costs. Should the contractor fail to complete the work on or before the completion date specified in Section 2.0, or within the number of calendar days specified in Section 2.1, whichever occurs first, the contractor will be charged road user costs in accordance with Sec 108.8 in the amount specified in Section 2.1 for each calendar day, or partial day thereof, that the work is not fully completed. These damages are in addition to the contract administrative damages and any other damages as specified elsewhere in this contract.

C. Work Zone Traffic Management

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Safety.

2.5.1.1 Recurring Congestion. Where traffic queues routinely extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

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

3.0 Work Hour Restrictions.

3.1 Except for emergency work, as determined by the engineer, and long-term lane closures required by project phasing, all lanes shall be scheduled to be open to traffic during the five major holiday periods shown below, from 12:00 noon on the last working day preceding the holiday until 6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

Memorial Day
Labor Day
Thanksgiving

Christmas
New Year's Day

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

When Independence Day falls on:	The Holiday is Observed on:	Halt Lane Closures beginning at:	Allow Lane Closures to resume at:
Sunday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Monday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Tuesday	Tuesday	Noon on Monday	6:00 a.m. on Wednesday
Wednesday	Wednesday	Noon on Tuesday	6:00 a.m. on Thursday
Thursday	Thursday	Noon on Wednesday	6:00 a.m. on Friday
Friday	Friday	Noon on Thursday	6:00 a.m. on Monday
Saturday	Friday	Noon on Thursday	6:00 a.m. on Monday

3.1.2 Marian Days. Noon, July 31, 2024 to August 4, 2024 Midnight, Sunday.

3.1.3 Maple Leaf Festival. Noon, October 18, 2024 to October 20, 2024 Midnight, Sunday.

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

3.3 Any work requiring a reduction in the number of through lanes on Route HH to one lane under flagger control shall be completed during nighttime hours. Nighttime hours shall be considered as 7:00 p.m. to 6:00 a.m. for this project.

4.0 Detours and Lane Closures.

4.1 When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. If a CMS with Communication Interface is required, then the CMS shall be capable of communication prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

4.2 At least one lane of traffic for the following traffic movements; Route HH, I-49SB on Ramp, and Dr. Russell Smith Way shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to interrupt traffic will be designated by the engineer.

4.3 Plans were developed with the following construction staging plan to maintain traffic as per section 4.2. The contractor may submit a revised staging plan deemed equal or better. The engineer will be solely responsible for determining if the revised staging plan is deemed equal or better.

4.3.1 STAGE 1. Establish drainage path through project.

- A. Cut ditch between Ramp 4 proposed outlet and cut Dr. Russell Smith Way (DRSW) pipe exc. to junction and grade to existing DRSW pipe.
- B. Build Bypass from DRSW to Ramp 4 and include connection at DRSW and Ems Entrance. Build connection for DRSW under Flagger Control.
- C. Close Ramp 4 and move Ramp 4 traffic to DRSW, thru bypass, to I-49 SB. Excavate and build Ramp 4 drainage structure. Patch with Temporary Pavement.

4.3.2 STAGE 2. Build Dr. Russell Smith Way and part of roundabout 8.5 ft right of existing HH alignment.

- A. Switch traffic to Ramp 4 and close DRSW using two-way traffic to Bypass.
- B. Build DRSW and south portion of Roundabout including New Route HH west of roundabout to existing Ramp 4 roadbed near Sta. 283+70.
- C. Traffic switch from Ramp 4 to DRSW.

4.3.3 STAGE 3. Build the remaining roundabout circulatory road pavement and Ramp 4.

- A. Build the rest of Ramp 4 connection.
- B. Wedge and replace existing Route HH pavement under flagger control to split EB HH traffic to south side of new circulatory road and build remaining circulatory road north of existing HH on existing roadbed. WB HH traffic to remain on existing HH pavement.
- C. Establish traffic on new Route HH pavement with circulatory road in operation. Normal traffic pattern on DRSW and Ramp 4. Remove bypass with traffic on DRSW and Ramp 4.

4.3.4 STAGE 4. Close ramp 2 and build new ramp 2 embankment. Build part of new route HH and roundabout curbs and pavement from station 280+00.00 to sta. 284+00.00.

4.3.5 STAGE 5. Complete tie-ins (approx. Sta. 277+50 to sta. 280+00) and (approx. 284+00 to sta. 285+75) under flagger control one-lane two-way operation.

4.3.6 STAGE 6. Construct remaining items of work for the project with all lanes open and roundabout in operation.

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

D. Emergency Provisions and Incident Management JSP-90-11A

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

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

Missouri Highway Patrol: Troup D Service Center: 417-359-1500
City of Carthage: Fire: 417-237-7100 Police: 417-237-7200
Jasper County Emergency Services: Communications: 417-359-9100

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate law enforcement agency.

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

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

E. Project Contact for Contractor/Bidder Questions

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

Sean Matlock, P.E., Project Manager
OWN, Inc.
2232 S. Garrison Ave.
Carthage, MO 64836
Telephone Number 417-358-9551
Email smatlock@weareown.com

F. Supplemental Revisions JSP-18-01Z

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

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

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Stormwater Compliance Requirements

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

1.1 Definitions. The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the "permitted site", as defined in MoDOT's State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

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

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

2.1 Duties of the WPCM:

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;

- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the Engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;
- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

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

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

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

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

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

more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

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

Anti-Discrimination Against Israel Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2.1 GTR SPG shall be 1.15

8.3 Mix G_{sb} used to determine VMA shall be calculated as follows:

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

where:

$G_{sb (JMF)}$ = bulk specific gravity of the combined aggregate including GTR

P_{bmw} = percent virgin binder by total mixture weight

P_s = percent aggregate by total mixture weight (not including GTR)

P_{GTR} = percent GTR by total mixture weight

G_{sb} = bulk specific gravity of the combined aggregate (not including GTR)

G_{GTR} = GTR specific gravity

8.4 G_{se} shall be calculated as follows:

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

8.5 P_{be} shall be calculated as follows:

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

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

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

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

Buy America

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

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

- a) Iron and steel – no changes to the current specification requirements.

- b) Manufactured products – these are currently exempted under the 1983 waiver from FHWA.
- c) Construction materials consisting primarily of:
- Non-ferrous metals;
 - Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
 - Glass (including optic glass);
 - Lumber; or
 - Drywall

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

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

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

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

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

Delete Sec 403.19.2 and substitute the following:

403.19.2 Lots. The lot size shall be designated in the contractor's QC Plan. Each lot shall contain no less than four sublots and the maximum sublot size shall be 1,000 tons. The maximum lot size shall be 4,000 tons for determination of pay factors. Sublots from incomplete

lots shall be combined with the previous complete lot for determination of pay factors. When no previous lot exists, the mixture shall be treated in accordance with [Sec 403.23.7.4.1](#). A new lot shall begin when the asphalt content of a mixture is adjusted in accordance with [Sec 403.11](#).

G. Contractor Quality Control NJSP-15-42

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

2.0 Quality Control Plan.

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

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

3.1 Reporting of Test Results. All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

3.1.1 Test results shall be reported on electronic forms provided by MoDOT. Forms and Contractor Reporting Excel2Oracle Reports (CRE2O) can be found on the MoDOT website.

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

3.2.1 Non-Conformance Reporting shall be submitted electronically on the Non-Conformance Report form provided on the MoDOT Website.

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

4.0 Work Planning and Scheduling.

4.1 Two-week Schedule. Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week

schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

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

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

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

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

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

5.0 Quality Assurance Testing and Inspection. The Engineer will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection checklists provided in the ITP as a guide to minimize findings by the inspection staff. Submittal of completed checklists is not required, except as specified in 5.1.

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

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

H. Utilities

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u>
Spire Ken Stegall Construction Engineer 520 E 5th St Joplin, MO 64801 Phone: 417-626-4831 Email: Ken.Stegall@spireenergy.com	No; see 2.2 below	Gas
Carthage Water & Electric Plant Richard Graves 627 W. Centennial Ave. Carthage, MO 64836 Phone: 417-237-7301 Email: rgraves@cwep.com	No; see 2.3 below	Water & Sewer
ATT Distrubution Gene Lollis 727 S Pearl Ave Joplin, MO 64801 Phone: 417-499-7819 Email: il0967@att.com	No	Fiber Optic and Copper Communications
Lumen Bobby Kennedy 110 E. Hadley Street Republic, MO 65738 Phone: 417-860-4526	No	Fiber Optic
Bluebird David Porter 800 Chipman RD., Suite 5750 Lee's Summit, MO 64063 Phone: 816-304-3339 Email: david.porter@bluebirdnetwork.com	No	Fiber Optic
Liberty Utilities Justin Kanengieter 602 S Joplin, Ave. Joplin, MO 64801 Phone: 1-417-630-9343 Email: justin.kanengieter@libertyutilities.com	No	Electric, Roadway lighting power service.
MoDOT MoDOT Signal Shop 2455 N. Mayfair Ave. Springfield, MO 65803 Phone: 417-733-0664	Yes review 2.4 below and JSP N.	Signals and Lighting

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, its 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 its subcontractor's operation.

2.0 The contractor shall be solely responsible for contacting Missouri One Call (800 Dig Rite) to locate utilities in the project area.

2.1 While no water, electric or communication lines require relocation, the contractor is advised that all are in proximity to the project and shall be field verified. Caution will be needed in these areas so as not to disturb or damage these utilities.

2.2 A 10" steel gas line and 4" plastic gas line owned and maintained by Spire Energy crosses excavated areas on the south side of Route HH under the existing outer road and ramp. Embankment excavation and drainage structure are established in the plans to avoid disturbing the 10" steel and 4" plastic gas lines without disruption of service. **The Contractor shall contact Spire Energy for an on-site representative of Spire for planned excavation of embankment or structures in the following areas:**

- The east ditch of the new outer road near Station 2+30, 83 feet left crossing the 10" steel gas line. The contractor is advised additional excavation may be requested in ditch line at this location to plan elevations if drainage structure excavation for culvert crossing the outer road begins.
- The east ditch of the new outer road near Station 4+60, 407 feet left crossing the 4" plastic gas line.
- The west ditch of the new Ramp4 crossing the 10" steel near Station 3+33, 80' right.
- The pipe crossing under the new outer road near the 10" steel gas line 173' right of outer road on as skew as shown in the culvert section plans from Station 1+18 and Existing Rte HH sections Sta. 280+75 110' right.

2.3 A pressurized sewer line owned and maintained by Carthage Water and Electric Plant (CWEP) is located near the outlet of the proposed drainage structure under the outer road DRSW. The drainage structure is placed to avoid the pressurized sanitary sewer to avoid disruption of service of CWEP facilities. **The contractor shall contact CWEP for an on-site representative of CWEP for planned excavation of the drainage structure for the following area:**

- The pipe crossing under the new outer road near the pressurized sanitary sewer line line 340' to 380' right of outer road on as skew as shown in the culvert section plans from Station 0+58.88 and Existing Rte HH sections from Sta. 278+50 - 80' right to 279+00 - 80' right.

2.4 Existing electrical service connection for signals and lighting shall be maintained in service and used for new highway lighting power supply.

I. Measurement and Payment

1.0 Method of Payment. Delete this Sec 109.6 in its entirety and substitute the following:

109.6 Method of Payment. The Contractor shall submit a copy of the payment estimate to the Engineer for review, approval, and forwarding to the City. The City will make payment to the Contractor within 30 days of their acceptance of the pay estimate. More details regarding payment will be discussed during the preconstruction meeting.

2.0 Material Allowance. Delete Sec 109.7.2 in its entirety and substitute the following:

109.7.2 Material Allowance. The engineer may, in any payment estimate include the value of any non-perishable material that will be finally incorporated in the completed work. The material shall be in conformity with the plans and specifications in the contract, and shall not have been used at the time of such estimate. The required certifications of such materials shall be submitted prior to the payment estimate. The material shall be delivered to the project or other location that is approved by the engineer. Any storage area not within the right of way shall be leased at the contractor's expense with provision for right of entry by the engineer during the period of storage. Certifications and invoices for material payment shall be submitted to the engineer at least 4 days prior to the estimate date. Receipted invoices for all material payments previously allowed on the estimate shall be submitted to the engineer within 42 days of the date of the estimate on which material allowance was made or such material allowance will be deducted from future payments. The amounts paid for such material shall reduce the amount of other partial or final payments due the contractor for the work performed as the materials are fabricated or incorporated in the completed work.

3.0 Price Adjustment for Fuel and Asphalt Cement. Delete Sec 109.14 and Sec 109.15 in their entirety.

J. Optional Pavements

1.0 Description. This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete constructed on a prepared subgrade. This work shall be performed in accordance with the standard specifications and as shown on the plans or established by the engineer.

2.0 The quantities shown reflect the total square yards of pavement surface designated for each pavement type as computed and shown on the plans.

2.1 No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement, or for tack applied between lifts of asphalt.

2.2 No additional payment will be made for aggregate base quantities outside the limits of the final surface area as computed and shown on the plans. When A2 shoulders are specified, payment for aggregate base will be as shown on the plans.

2.3 The grading shown on the plans was designed for the thinner pavement option. For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for optional pavements.

2.4 The contractor shall comply with Sections 401 through 403 for the asphalt option and Sections 501 and 502 for the concrete option.

2.5 Pavement options composed of Portland cement concrete shall have contrast pavement marking for intermittent markings (skips), dotted lines, and solid intersection lane lines. The pavement markings shall be in accordance with Section 620. No additional payment will be made for the contrast pavement markings.

3.0 Method of Measurement. The quantities of concrete pavement will be measured in accordance with Section 502.14. The quantities of asphaltic concrete pavement will be measured in accordance with Section 403.22.

4.0 Basis of Payment. The accepted quantity of the chosen option will be paid for at the contract unit bid price for Item 401-99.05, Optional Pavement, per square yard.

4.1 For projects with previously graded roadbeds, any additional quantities required to bring the roadway subgrade to the proper elevation will be considered completely covered by the pay item for Subgrading and Shouldering.

K. Optional Shoulder JSP-13-03

1.0 The bid item for the shoulder material is for the bituminous asphalt option, however, a Concrete Shoulder option is allowed as shown on the typical section and as specified herein.

1.1 Should the contractor choose to construct the Concrete Shoulder option, notification should be given to the engineer in advance of the work so that a change order can be issued to facilitate payment of the Concrete Shoulder with a contingent item as specified herein.

1.2 For the Concrete Shoulder option, a zero-cost change order will be issued to deduct the theoretical tonnage of asphalt mixture necessary to construct the shoulder, and a contingent item for the total volume of Concrete Shoulder will be added to the change order. The engineer will determine the theoretical tonnage of asphalt and the total cubic yards of Concrete Shoulder. No additional payment will be made for a Concrete Shoulder rumble strip.

1.3 The theoretical tonnage of asphalt will be determined by converting the theoretical volume to weight using a factor of 1.98 tons/cubic yard. The theoretical volume is the total amount of

asphalt material needed to construct the shoulder and Safety Edgesm, according to the typical section.

1.4 The tonnage will be deducted from the contract and replaced with the computed volume of Concrete Shoulder (cubic yards). The contingent item for Concrete Shoulder would include both providing and placing the Concrete Shoulder. The total price for the concrete shoulder will be equivalent to the computed total price of the theoretical tonnage of asphalt mixture necessary to construct the shoulder. A unit price will be determined by dividing the total concrete price by the total computed concrete volume.

2.0 Construction Requirements. Concrete Shoulder shall meet the applicable requirements of Sec 502. Roller Compacted concrete is an allowable option for the Concrete Shoulder.

3.0 Method of Measurement. For the Concrete Shoulder option, measurement shall be made per cubic yard.

4.0 Basis of Payment. For the Concrete Shoulder option, the accepted quantity of Concrete Shoulder will be paid for at the established unit price. The Concrete Shoulder rumble strip will be paid for at the unit price bid for the bituminous shoulder rumble strip.

L. Contractor Furnished Surveying and Staking - SW

In addition to the requirements of Section 627 of the Missouri Standard Specifications for Highway Construction, the following shall apply:

1.0 Description. The contractor shall be responsible for all layout required on the project. This responsibility shall include, but not be limited to the following: Construction signing, transition milling, pavement marking, loop detectors, etc.

1.1 The above list is not all inclusive. The contractor shall 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 engineer approval, all costs associated with re-staking and/or relocation will be at the contractor's expense.

1.2 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.

1.3 Any adjustments to the plan quantities or line numbers established in the contract shall be approved by the Engineer.

2.0 Basis of Payment. No direct payment will be made to cover the costs associated with these additional requirements. All costs will be considered completely covered by the unit bid price submitted for Contractor Furnished Surveying and Staking.

M. Damage to Existing Pavement, Shoulders, Side Roads, and Entrances

1.0 Description. This work shall consist of repairing any damage to existing pavement, shoulders, side roads and entrances caused by contractor operations. This shall include, but is not limited to, damage caused by the traffic during contractor operations within the project limits including the work zone signing.

2.0 Construction Requirements. Any cracking gouging, or other damage to the existing pavement, shoulders, side roads, or entrances from general construction shall be repaired within twenty-four (24) hours of the time of damage at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, or entrances shall be as determined by the engineer.

3.0 Method of Measurement. No measurement of damaged pavement or shoulder areas or damaged side roads or entrances as described above shall be made.

4.0 Basis of Payment. No payment will be made for repairs to existing pavement, shoulders, side roads or entrances damaged by contractor expenses.

N. Removal and Delivery of Existing Signs JSP-12-01B

1.0 Description. All Commission-owned signs removed from the project shall remain the property of the Commission and shall be disassembled and delivered as specified herein.

2.0 Disassembly and Delivery. All Commission-owned signs, not to include abandoned billboard signs, designated for removal in the plans, and any other signs designated by the engineer, shall be removed by the contractor and delivered to the address below. The contractor shall call the phone number listed below 48 hours prior to delivery and make arrangements for delivery during normal business hours.

MoDOT Carthage Maintenance Lot

16623 Inca Road

Carthage, MO 64836

Contact: Craig Leake – Maintenance Supervisor – (417) 621-6530 or (417) 493-5348

2.1 Signs shall be removed from sign supports and structures prior to delivery. Sign supports and structures shall become the property of the Contractor and removed from the project. Any oversized sign panels shall be disassembled or cut into widths of 8-feet or less with no restriction on length. Signs shall be stacked neatly in bins provided by MoDOT at the delivery site.

3.0 Basis of Payment. All costs associated with removing, disassembling, storing, and transporting of signs shall be considered as completely covered by the contract unit price for Item No. 202-20.10, "Removal of Improvements", per lump sum.

O. Disposition of Existing Signal/Lighting and Network Equipment JSP-15-05A

1.0 Description. All controllers, cabinets, cabinet equipment, network equipment, DMS equipment, antennas, radios, modems, and other equipment noted in the plans shall be removed by the contractor and delivered to the following location:

Commission's Maintenance Lot

2800 Stephens Blvd.
Joplin, MO 64804

Contact: Shannon Johnson – Traffic Supervisor – (417) 621-6567 or (417) 291-6195

2.0 Signal Equipment. All equipment other than network communication devices noted in 3.0 are to be transported to the address listed above. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling the phone number listed above and ask for the field traffic supervisor.

3.0 Network Communication Devices. Devices such as CCTV cameras and domes, video encoders, device servers, Ethernet switches, media converters, and radio assemblies are to be transported to the address listed below. The contractor shall notify the Commission's representative 24 hours prior to each delivery by calling phone number listed below and providing details for the delivery.

Commission's TMC
2800 Stephens Blvd.
Joplin, MO 64804

Contact: Shannon Johnson – Traffic Supervisor – (417) 621-6567 or (417) 291-6195

4.0 The contractor shall exercise reasonable care in the handling of the equipment during the removal and transportation. Should any of the equipment be damaged by the contractor's negligence, it shall be replaced at the contractor's expense. The contractor shall dispose of any other equipment. Delivery shall be within 2 working days of removal. All items returned shall be tagged with the date removed, project number and location/intersection.

5.0 Basis of Payment. Payment for removal, handling and transportation of all equipment specified shall be considered completely covered by the contract unit price for 202-20.10, Removal of Improvements, per lump sum.

P. Liquidated Damages for Winter Months JSP-04-17A

Delete Sec 108.8.1.3 (a)

Liquidated damages for failure to complete the work on time shall not be waived from December 15 to March 15, both dates inclusive.

Q. Notice to Bidders of Third Party Concurrence in Award

1.0 Bidders are advised that the City of Carthage (City) is party to a contract with the Missouri Highways and Transportation Commission (Commission) which provides that the Commission shall provide substantial funds for construction of Job No. J7S3378 by reason of which the Commission has the right to concur or not concur in City's award of a contract for this job.

2.0 Bidders acknowledge that their bids are made with knowledge of and subject to the condition of the Commission concurrence in and prior authorization of any award of a contract for this job by the City.

3.0 Bidders agree that they shall be estopped, both in law and equity, to assert any right to award of a contract for this job by the City should the Commission not concur in that award for

any reason.

R. Obtaining Environmental Clearance for Project Specific Locations

1.0 Description. This provision provides guidelines for obtaining environmental clearance at project-specific locations outside of the awarded plan boundaries for disturbed areas such as:

Borrow Sites	Haul Roads
Burn Pits	Staging Areas
and Spoil Sites.	

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

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

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

Missouri Department of Conservation (MDC)
Planning Division
P.O. Box 180
Jefferson City MO 65102-0180
Telephone Number (573) 751-4115 or FAX (573) 751-4495

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

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

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

3.2 Questions regarding floodplain and regulatory floodway should be addressed to:

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

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

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

4.1 There are numerous restrictions on these FEMA buyout properties. No structures or improvements may be erected on these properties unless they are open on all sides. The site shall be used only for open space purposes, and shall stay in public ownership. These conditions and restrictions (among others), along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns. Any decision involving these properties should take into consideration that 2-3 years is necessary to process an exemption from FEMA to utilize this parcel. This exemption would likely be a permanent easement rather than a transfer of property. If any proposed site is located on a FEMA buyout property, an alternative site should be chosen.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.0 Historic Preservation All jobs requiring environmental clearance for historic preservation (archaeological sites, buildings, and structures) must be reviewed and approved by the State Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources, a "Section 106 Project Information Form" must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of any structures that will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the [SHPO website](#) or requested from the SHPO by telephone, (573) 751-7858, or mail:

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

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

10.0 Public Land If borrow sites are proposed on any publicly owned land, contact the [MoDOT district representative](#) before proceeding. Section 4(f) of the Department of Transportation Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain

public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoid "use" or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

10.1 Once the contractor has obtained all of the above information, it should be provided to the MoDOT district contact. The transmittal letter must include **county, route and job number** of the project, along with a map depicting the location and limits of the site(s).

S. LPA Buy America Requirements LPA-18-08A

106.9 Buy America Requirement. On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements 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. Where steel or iron products or construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall are to be permanently incorporated into the contract work, these material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

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

106.9.2 "Minor usage" of the above products or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

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

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

106.9.3.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and the construction materials under this requirement which are permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as

fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.

106.9.3.3 Any minor miscellaneous construction material, 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 all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically." The certification shall be signed by an authorized representative of the prime contractor.

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

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

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

Required Contract Provisions Federal-Aid Construction Contracts, FHWA 1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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)
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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 contract 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 of 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, rate 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

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.

APPLICABLE STATE WAGE ORDER

APPLICABLE FEDERAL WAGES

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30

Section 049

JASPER COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$28.58
Boilermaker	\$26.72*
Bricklayer	\$26.72*
Carpenter	\$46.40
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$31.52
Plasterer	
Communications Technician	\$26.72*
Electrician (Inside Wireman)	\$47.33
Electrician Outside Lineman	\$26.72*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$26.72*
Glazier	\$41.94
Ironworker	\$64.38
Laborer	\$35.79
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$26.72*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$26.72*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$26.32
Plumber	\$52.60
Pipe Fitter	
Roofer	\$43.57
Sheet Metal Worker	\$51.47
Sprinkler Fitter	\$26.72*
Truck Driver	\$26.72*
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
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$51.95
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$26.72*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$43.13
General Laborer	
Skilled Laborer	
Operating Engineer	\$50.85
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$26.72*
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.

51.95

*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: MO20230001 10/27/2023

Superseded General Decision Number: MO20220001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 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 2023.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/27/2023
2	03/03/2023
3	03/17/2023
4	03/24/2023
5	04/14/2023
6	05/19/2023
7	05/26/2023
8	06/16/2023
9	06/30/2023
10	08/18/2023
11	09/08/2023
12	10/13/2023
13	10/27/2023

CARP0002-002 05/01/2023

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 40.34	21.25

CARP0005-006 05/01/2021

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 41.37	18.90
MILLWRIGHTS & PILEDRIVERS...	\$ 41.37	18.90

CARP0011-001 05/01/2022

	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.....	\$ 34.06	19.20
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....		
	\$ 32.43	19.20
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.		
	\$ 34.07	19.20
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.		
	\$ 32.00	19.20
BENTON, MORGAN AND PETTIS...	\$ 32.48	19.20
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....		
	\$ 33.90	19.20
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 33.20	19.20
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 32.77	19.20
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....		
	\$ 33.89	19.20
FRANKLIN COUNTY.....	\$ 37.59	19.20
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 39.94	19.50
LINCOLN COUNTY.....	\$ 35.91	19.20
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 34.74	19.20
WARREN COUNTY.....	\$ 36.38	19.20

ELEC0001-002 07/17/2022

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,
IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,
PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,
WARREN, WASHINGTON AND WAYNE COUNTIES

Rates Fringes

Electricians.....\$ 43.56 29.10

ELEC0002-001 09/04/2022

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON,
CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE,
HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN,
MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY,
MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM,
RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER,
SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND
WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 44.16	23.14
Groundman & Truck Driver....	\$ 33.74	19.34
Lineman & Cable Splicer.....	\$ 51.45	25.81

ELEC0053-004 01/01/2023

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)		
Groundman Powderman.....	\$ 34.25	18.81
Groundman.....	\$ 31.96	18.03
Lineman Operator.....	\$ 46.74	23.09
Lineman.....	\$ 51.82	24.89

Line Construction; (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY AND SALINE COUNTIES)		
Groundman Powderman.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

ELEC0095-001 06/01/2020

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON,
ST CLAIR, AND VERNON COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 27.43	17.44

ELEC0124-007 09/28/2021

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON,
JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE
COUNTIES:

	Rates	Fringes
Electricians.....	\$ 41.79	23.67

ELEC0257-003 03/01/2023

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.....	\$ 37.00	20.88

ELEC0350-002 12/01/2022

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,
MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,
SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

	Rates	Fringes
Electricians.....	\$ 35.50	19.94

ELEC0453-001 09/01/2023

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS,		

DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES..	\$ 36.08	17.91
PULASKI and TEXAS COUNTIES..	\$ 36.08	17.91
STONE and TANEY COUNTIES....	\$ 26.62	17.11

ELEC0545-003 06/01/2023

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER,
GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY,
AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.75	20.40

ELEC0702-004 01/02/2023

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON,
MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE
COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	\$ 33.63	29%+8.35
Groundman-Equipment Operator Class II (all other equipment).....	\$ 42.65	29%+8.35
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 48.67	29%+8.35
Lineman.....	\$ 59.34	29%+8.35

ENGI0101-001 05/01/2020

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,
CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,
HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,
LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH
COUNITES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 34.73	18.20
GROUP 2.....	\$ 34.33	18.20
GROUP 3.....	\$ 32.33	18.20

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard gauge); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: (a) Oiler;
(b) Oiler driver
(c) Mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or

piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.75) ABOVE
GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom
or over (including jib.)

ENGI0101-005 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.42	20.44
GROUP 2.....	\$ 37.38	20.44
GROUP 3.....	\$ 32.91	20.44
GROUP 4.....	\$ 36.26	20.44

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: ""A"" Frame truck operator; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyer 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 05/01/2019

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.72	14.88
GROUP 2.....	\$ 31.37	14.88
GROUP 3.....	\$ 31.17	14.88
GROUP 4.....	\$ 29.12	14.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine

rotary self-propelled; highloader; hoisting engine - 2
active drums; launch hammer wheel; locomotive operator; -
standard gauge; mechanic and welders; mucking machine;
off-road trucks; piledriver operator; pitman crane
operator; push cat operator; quad trac; scoop operator -
all types; shovel operator; sideboom cats; skimmer scoop
operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant
fireman (drum or boiler); asphalt plant man; asphalt plant
man; asphalt plant mixer operator; asphalt roller operator;
backfiller operator; barber-greene loader; boat operator
(bridges and dams); chip spreader; concrete mixer operator
- skip loader; concrete plant operator; concrete pump
operator; crusher operator; dredge oiler; elevating grader
operator; fork lift; greaser-fleet; hoisting engine - 1;
locomotive operator - narrow gauge; multiple compactor;
pavement breaker; powerbroom - self-propelled; power
shield; rooter; side discharge concrete spreader; slip form
finishing machine; stumpcutter machine; throttle man;
tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill
operator; clef plane operator; concrete saw operator (self-
propelled); curb finishing machine; distributor operator;
finishing machine operator; flex plane operator; float
operator; form grader operator; pugmill operator; roller
operator, other than high type asphalt; screening & washing
plant operator; siphons & jets; sub-grading machine
operator; spreader box operator, self-propelled (not
asphalt); tank car heater operator (combination boiler &
booster); tractor operator (50 h.p. or less); Ulmac, Ulric
or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP
1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers,
100 ft. of boom or over (including jib);
Draglines - 3 yds. or over; Hoists - each additional active
drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$.50 above GROUP
1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft.
to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$.75 above GROUP
1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over
(including jib.).

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 41.01	29.63
GROUP 2.....	\$ 41.01	29.63
GROUP 3.....	\$ 39.71	29.63
GROUP 4.....	\$ 39.26	29.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not 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 conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2""; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;
Crane,climbing (such as Linden) - \$.50;
Crane, Pile Driving and Extracting - \$.50
Crane with boom (including job) over
100 ft from pin to pin - add \$.01 per foot
to maximum of \$4.00);
Crane, using rock socket tool - \$.50;
Derrick, diesel, gas or electric hoisting material
and erecting steel (150 ft or more above ground) - \$.50;
Dragline, 7 cu yds and over - \$.50;
Hoist, Three or more drums in use - \$.50;
Scoop, Tandem - \$.50;
Shovel, Power - 7 cu yds and over - \$.50;
Tractor, Tandem Crawler - \$.50;
Tunnel, man assigned to work in tunnel or
tunnel shaft - \$.50;
Wrecking, when machines are working on
second floor or higher - \$.50

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 33.24	28.75
GROUP 2.....	\$ 32.89	28.75
GROUP 3.....	\$ 32.69	28.75
GROUP 4.....	\$ 29.04	28.75

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; quad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; 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 05/03/2023

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 41.01	29.63
GROUP 2.....	\$ 41.01	29.63
GROUP 3.....	\$ 39.71	29.63
GROUP 4.....	\$ 39.26	29.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atthey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and 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 04/01/2023

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.....\$ 33.50 33.38
 ATCHISON, BATES, BUCHANAN,
 CALDWELL, CARROLL, CASS,
 CLAY, CLINTON, HENRY,
 JACKSON, JOHNSON,
 LAFAYETTE, PETTIS, PLATTE,
 SALINE, AND RAY COUNTIES....\$ 36.50 33.38

 IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 27.00	20.96

IRON0396-004 08/04/2021

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,
 FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.
 GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,
 PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	\$ 36.71	28.96

IRON0396-009 08/04/2021

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES,
 MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT
 Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL,
 LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker.....	\$ 32.24	28.96

IRON0577-005 06/01/2023

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS,
 SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
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Ironworker.....	\$ 31.55	25.05
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IRON0584-004 06/01/2023

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

Rates	Fringes
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Ironworkers:.....	\$ 29.00	16.20
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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
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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 03/01/2023

ST. LOUIS (City and County)

Rates	Fringes
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LABORER

Plumber Laborer.....	\$ 36.65	17.12
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LABO0042-005 03/01/2023

ST. LOUIS (City and County)

Rates	Fringes
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LABORER

Dynamiter, Powderman.....	\$ 36.65	17.12
Laborers, Flaggers.....	\$ 36.65	17.12
Wrecking.....	\$ 36.65	17.12

LABO0110-005 05/01/2023

Jefferson and Washington Counties

Rates	Fringes
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LABORER (Jefferson County)

GROUP 1.....	\$ 35.49	15.62
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GROUP 2.....	\$ 36.09	15.62
LABORER (Washington County)		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; toppler of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

	Rates	Fringes
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LABORER (ANDREW, ATCHISON,
BUCHANAN, CALDWELL, CLINTON,
DAVIESS, DEKALB, GENTRY,
GRUNDY, HARRISON, HOLT,
LIVINGSTON, MERCER, NODAWAY
and WORTH COUNTIES.)

GROUP 1.....	\$ 29.04	16.59
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GROUP 2.....	\$ 29.39	16.59
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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
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GROUP 2.....	\$ 28.78	15.60
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LABORER (LAFAYETTE COUNTY)

GROUP 1.....	\$ 29.78	15.85
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GROUP 2.....	\$ 30.13	15.85
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LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier

hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite 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 05/01/2023

Clark, Knox, Lewis, Marion, Pike, Ralls, Scotland, Shelby Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleleman; 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, guniting nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LABO0660-006 03/01/2023

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 36.91	15.62

LABO0662-001 05/01/2023

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet

not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LABO0663-002 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.15	17.06
GROUP 2.....	\$ 35.36	17.06

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors,

track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzle man, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliff scalers 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 05/01/2023

Crawford, Dent, Franklin, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties

Rates Fringes

LABORER (Crawford, Dent, Gasconade, Howell, Maries,

Oregon, Osage, Phelps,
Pulaski, Shannon and Texas
Counties)

GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62
LABORER (Franklin County)		
GROUP 1.....	\$ 35.44	15.62
GROUP 2.....	\$ 36.04	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, guniting nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man;

waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LABO0955-012 05/01/2023

Adair, Audrain, Boone, Chariton, Cooper, Howard, Linn, Macon, Monroe, Putnam, Randolph, Schuyler and Sullivan Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topser 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, guniting nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LABO1104-005 05/01/2023

Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, Scott, St Francois, Ste Genevieve, Stoddard and Wayne Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62
LABORERS CLASSIFICATIONS		
GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or		

brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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
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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
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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

PAIN0203-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK,
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT
COUNTIES

	Rates	Fringes
Painters:		
Finisher.....	\$ 20.18	11.33
Painter.....	\$ 19.75	11.76
Sandblaster, High Man, Spray Man, Vinyl Hanger, Tool Operator.....	\$ 21.18	11.33

PAIN1185-008 04/01/2023

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS,
PULASKI AND TEXAS COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 31.83	15.13
Floor Work.....	\$ 32.83	15.13
Lead Abatement.....	\$ 32.83	15.13
Spray.....	\$ 32.83	15.13
Structural Steel, Sandblasting and All Tank Work.....	\$ 33.83	15.13
Taping, Paperhanging.....	\$ 32.83	15.13

PAIN1292-002 09/01/2022

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 31.58	15.36

Height Rates (All Areas):
Over 60 ft. \$0.50 per hour.

Under 60 ft. \$0.25 per hour.

PAIN1292-003 09/01/2022

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON
COUNTIES

	Rates	Fringes
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Painters:

Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 31.58	15.36

Height Rates (All Areas):

Over 60 ft. \$0.50 per hour

Under 60 ft. \$0.25 per hour.

PAIN2012-001 04/20/2022

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &
WORTH COUNTIES

	Rates	Fringes
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Painters:

Brush & Roller.....	\$ 33.35	18.73
Sandblaster.....	\$ 37.27	18.73
Steeplejack.....	\$ 40.84	18.73

PLAS0518-006 03/01/2023

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
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CEMENT MASON/CONCRETE FINISHER...	\$ 26.57	12.43
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PLAS0518-007 04/01/2023

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY
COUNTIES

Rates Fringes

Cement Masons:.....\$ 36.57 18.30

PLAS0518-011 04/01/2023

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY,
HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 36.03 20.50

* 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 05/01/2023

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY,
SCOTT, STODDARD, AND WAYNE COUNTIES

Rates Fringes

CEMENT MASON.....\$ 32.30 18.38

PLAS0908-005 05/01/2023

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,
MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 32.30	18.38

PLUM0008-003 06/01/2023

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 54.28	23.79

PLUM0008-017 06/01/2023

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY,
ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
Plumbers.....	\$ 54.28	23.79

PLUM0045-003 08/01/2023

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB,
GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 44.35	26.05

PLUM0178-003 11/01/2022

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND
WRIGHT COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.75	15.32

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 06/01/2023

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

	Rates	Fringes
Pipefitters.....	\$ 53.56	24.70

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

Rates Fringes

Truck drivers (ADAIR, BUTLER,
CLARK, DUNKIN, HOWELL, KNOX,
LEWIS, OREGON, PUTNAM,
RIPLEY, SCHUYLER AND SCOTLAND
COUNTIES)

GROUP 1.....	\$ 33.04	15.15
GROUP 2.....	\$ 33.19	15.15
GROUP 3.....	\$ 33.31	15.15
GROUP 4.....	\$ 33.20	15.15

Truck drivers (AUDRAIN,
BOLLINGER, BOONE, CALLAWAY,
CAPE GIRARDEAU, CARTER, COLE,
CRAWFORD, DENT, GASCONADE,
IRON, MACON, MADISON, MARIES,
MARION, MILLER, MISSISSIPPI,
MONROE, MONTGOMERY, NEW
MADRID, OSAGE, PEMISCOT,
PERRY, PHELPS, PIKE, PULASKI,
RALLS, REYNOLDS, ST.
FRANCOIS, STE. GENEVIEVE,
SCOTT, SHANNON, SHELBY,
STODDARD, TEXAS, WASHINGTON
AND WAYNE COUNTIES)

GROUP 1.....	\$ 33.77	15.05
GROUP 2.....	\$ 33.93	15.05
GROUP 3.....	\$ 33.92	15.05
GROUP 4.....	\$ 34.04	15.05

Truck drivers (FRANKLIN,
JEFFERSON and ST. CHARLES
COUNTIES)

GROUP 1.....	\$ 36.13	15.15
GROUP 2.....	\$ 36.24	15.15
GROUP 3.....	\$ 36.28	15.15
GROUP 4.....	\$ 36.35	15.15

Truck drivers (LINCOLN and
WARREN COUNTIES)

GROUP 1.....	\$ 34.78	15.15
GROUP 2.....	\$ 34.89	15.15
GROUP 3.....	\$ 35.93	15.15
GROUP 4.....	\$ 35.00	15.15

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

TEAM0056-001 05/01/2020

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1.....	\$ 31.37	14.25
GROUP 2.....	\$ 31.53	14.25
GROUP 3.....	\$ 31.52	14.25
GROUP 4.....	\$ 31.64	14.25
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1.....	\$ 30.64	14.25
GROUP 2.....	\$ 30.80	14.25
GROUP 3.....	\$ 30.79	14.25
GROUP 4.....	\$ 30.91	14.25
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1.....	\$ 32.58	14.25
GROUP 2.....	\$ 32.69	14.25
GROUP 3.....	\$ 32.73	14.25
GROUP 4.....	\$ 32.80	14.25

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup

trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

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
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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 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 35.31	17.55
GROUP 2.....	\$ 34.74	17.55
GROUP 3.....	\$ 34.22	17.55

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 05/01/2023

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 34.37	8.44+a+b+c+d
GROUP 2.....	\$ 34.37	8.44+a+b+c+d
GROUP 3.....	\$ 34.37	8.44+a+b+c+d

- a. PENSION: 5/1/2012 - \$182.20 per week.
- b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

- GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less
- GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors
- GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

- c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day
- d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid

vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

Environmental and Cultural Permits and Clearances

This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 06/08/2021
Completed By: Kyle Grayson

Request for Environmental Review Form#:2020-04-00201

☐ Alternative Project Delivery Method (such as Design/Build)

Project Information

Prefix:	ACSTBG	Project Number:	S603051	Bridge Number:	
District:	Southwest	County:	JASPER	Sponsor:	City of Carthage
				Sponsor Email:	
TIP Number:		Rte/Street:	Rte HH - Fir Rd		
MoDOT Job Number:	7S3378	TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	Yes
Location/Stream Crossing :					
TMS Project Description - termini (no stations):	RT HH E, JASPER, Payment to Carthage for addition of roundabout at I-49 southbound exit ramp and Dr. Russell Smith Way in Carthage.				
Describe RER project improvements in full detail:	The project purpose is two-fold. First, it will provide a much needed realignment of south bound entry and exit ramps of I-49 to alleviate congestion on Missouri State HH. Second, it will provide access to a proposed 680-acre industrial park which is being developed by the City of Carthage in conjunction with the Carthage Chamber of Commerce.				
District Liaison:	Julie Zibert - 417-621-6553	Contact:	None selected		
Email:	Julie.Zibert@modot.mo.gov	Email:			
Contact:	None selected	Contact:	None selected		
Email:		Email:			
Date Desired:	05/16/2020	Submit Date:	04/16/2020		
Desired A-Date:					
Responsible Individual:	Sean Matlock - (4/16/2020 11:15:02 AM) - 417-793-7680		Submitted By:	Sean Matlock - (4/16/2020 12:00:00 AM) - 417-793-7680	
Existing Condition					
ADT:	5522	Speed Limit:	45		
Number of Travel Lanes:	2	Lane Width:	12		
Shoulder Width:	4	Curb and Gutter:	No		
Bridge width, measured from gutterline to gutterline:		Sidewalks:	None		
Proposed Design Improvement					
ADT:	9980	Speed Limit:	45	Design Speed:	45
Number of Travel Lanes:	2	Lane Width:	12		
Shoulder Width:	4	Curb and Gutter:	Yes		
Bridge width, measured from gutterline to gutterline:	0	Sidewalks:	None		
Bridge Length:		Roadway length:	0.20 mi		
Railroad Crossing	Choose One...	Drainage District (If Applicable):	Choose One...		

Program Year:

Preliminary Engineering: 2020

Right of Way: 2021

Construction: 2021

Has the sponsor documented that the project has: 1. Independent utility, 2. Logical termini, and 3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?:

☒ Yes ☐ No

☐ Project breakout from previous or larger project? *If checked explain:*

Acres - From all sources (e.g. donated from public or private entities):**Additional R/W (acres):** 0.7**Temp Easement (acres):** 0.1**Permanent Easement (acres):** 0.1

ROW may be needed, but, not yet determined?

Yes

Is ANY Federally-owned land impacted by the project?

☐ Yes ☒ No**Land Disturbance:**

Will project involve 1 acre or more: No

Acres of Tree Clearing: 0 acres

DO NOT CLEAR TREES W/O MODOT'S PRIOR WRITTEN APPROVAL.

Number of Displacements(do not include partial takes that do not displace):Residential: ☐ Yes ☒ NoCommercial: ☐ Yes ☒ No

No. of People:

Residences:

No. of Employees:

Businesses:

Any Public Involvement planned or completed:**Average Daily Traffic:**

ADT Construction Year: 5522

ADT Design Year: 9980

Traffic Impacts:Road Closure Planned: ☒ Yes ☐ NoBridge Closure Planned: ☐ Yes ☒ No

Days/Months Closed: 30

Detour > 25 mi rural (including local roads) ☐ Yes ☒ NoDetour > 5 mi urban (including local roads, census defined urban) ☐ Yes ☒ No

Detour Info: Chapel Road to Fairview Road to I-49. Will keep closure to a minimum. Perhaps close up to a month during final completion of construction.

Bicycle / Pedestrian Consideration

Pedestrian facilities
considered: Yes

Bicycle facilities
considered: Yes

National Flood Insurance Program (NFIP) and Hydraulic Design Data:

☐ Project is in a FEMA-
identified zone "subject to
100-year flooding": *If so, what zone?:*

Project is in a FEMA-
defined "floodway" No

☐ Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)

If checked, give details:

Is ANY construction taking place on MoDOT owned property under this project?

☒ Yes ☐ No

☐ Is highway improvement located within 4 miles of an existing airport?

Known Concerns: Provide information you have about these resources that you have observed in the area.

Parkland:

Wetland/404 Permit:

Land Disturbance /
Stormwater:

Farmland:

Threatened &
Endangered Species:

Migratory Birds: Are there
birds nesting on the
structure? Unknown,

Hazardous Waste:

Cultural Resources:

LPA Comments:

Project Attachments:

****NOTE: If making updates to an attachment, please use a different filename than the original.**

****The combined size of attachments in one upload must be less than 100MB**

Attachments:

- ✖ [Threatened and Endangered Species Report - Carthage - S603051 - J7S3378.pdf](#)
- ✖ [Threatened and Endangered Species Check List.pdf](#)
- ✖ [National Heritage Review - Carthage Roundabout.pdf](#)
- ✖ [Species List_ Missouri Ecological Services Field Office_19CA40002.pdf](#)
- ✖ [Natural_Heritage_Review_Carthage_19ca40002_i_49.pdf](#)
- ✖ [MO_Carthage_20171018_TM_geo.pdf](#)
- ✖ [106_Project_Information_19CA40002.pdf](#)
- ✖ [USGS_Map_MO_Carthage_20171018_TM.jpg](#)
- ✖ [Fir_Road.pdf](#)

Required Information to be attached for each RER stage:

- Location map (county map, topographic map or aerial map) showing the project limits
- plan sheets
- KMZ files showing tree clearing limits and/or plans
- permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)

RER Environmental Screenings

➤Farmland Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: The project is located outside of a designated urbanized area as indicated on the U.S. Census Bureau Urbanized Area Reference Map and requires new right of way and permanent easements. Therefore, the project is subject to the Farmland Protection Policy Act. 6/4/2020: The sponsor has notified MoDOT that the ROW needed for the project is located within the city limits of Carthage. Therefore, it meets the FPPA definition of "land committed to other uses" and farmland will not be further evaluated.

LPA Action: A Farmland Conversion Impact Rating form AD-1006 must be completed and submitted to the Natural Resources Conservation Service for any new right of way acquisition or permanent easements outside of the city limits. Form AD-1006 is located in the EPG manual at Section 136.6.4.11. 6/4/2020: No action required.

Attachments:

- ☒ Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 6/4/2020 11:07:30 AM

➤Floodplain/Regulatory Floodway

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to the current FEMA flood insurance rate map, the project is not located in the 1% floodplain or the regulatory floodway. The project is not subject to floodplain permitting requirements.

LPA Action: None

Attachments:

- ☒ Floodplain/Regulatory Floodway Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:05:02 PM

>Land Disturbance / Stormwater

Status Information:

☒ N/A ☐ Possible Issues Noted

Clearance Date:

Environmental Response: According to DNR's list of Regulated Municipal Separate Storm Sewer Systems, the project is located in the city of Carthage MS4 area and is subject to applicable requirements outlined in the stormwater management plan.

LPA Action: Implement the stormwater management plan for the project

Attachments:

☒ Land Disturbance / Stormwater Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:08:17 PM

>FEMA/SEMA Buyout

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to the TMS FEMA buyout layer, there are no FEMA/SEMA buyout sites in or near the project area.

LPA Action: None

Attachments:

☒ FEMA/SEMA Buyout Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:10:42 PM

>Socioeconomic Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: Socioeconomic impacts will be kept to a minimum. Closures of roadways will be limited to the final days of construction. New ROW acquisition is required to be handled in accordance with the Uniform Act.

LPA Action: Minimize impacts caused by construction to the extent possible. Ensure all ROW is acquired in accordance with the Uniform Act.

Attachments:

☒ Socioeconomic Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:30:33 PM

>Threatened & Endangered Species

Status Information:

☒ No Effect ☐ Pending ☐ Cleared

Clearance Date:

05/30/2020

Environmental Response: 1. Impacts to threatened and endangered species must be assessed for this project. UPDATE: 05/30/2020 no effect gray bat, Indiana bat, northern long-eared bat, Ozark cavefish, Neosho mucket.

LPA Action: 1. Access the US Fish and Wildlife Service (USFWS) IPAC online tool at <http://ecos.fws.gov/ipac/> to obtain the official list of species for your county. 2. Access the MO Department of Conservation (MDC) online Natural Heritage Review website at <https://naturalheritagereview.mdc.mo.gov/> and generate a report. Contact MDC if the report indicates to do so. Submit the report, and MDC response, if required, to MoDOT. 3. Provide the amount, location, and time of year for tree clearing, or indicate there will be no tree clearing. 4. If there will be tree clearing, photograph the trees so that bark characteristics of the main trunk and large branches, along with any cavities, are clearly illustrated. 5. If the project involves bridgework, photograph the undersides of bridges illustrating any bird nests or unusual staining on the substructure or underside of the deck. 6. It is the responsibility of the LPA to make a written determination of their project impacts on each species listed from the IPaC. Further, the LPA must assess effects on any MDC listed species (endangered or species of conservation concern). If no effects are anticipated for a particular species, state the reason(s) why. For example: This project does not involve any tree clearing so there will be no effects on summer roosting habitat for listed bat species or this project does not impact any aquatic habitats so there will be no effects on listed fish or mussel species. 7. Submit the full project limits, easements, access, construction date, and ground disturbance information.

Attachments:



[LPA_TEdeterminations_NoFWSconsultation_Jasper_STBG-S603051 RtHH_FirRd.pdf](#)

☒ Threatened & Endangered Species Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: whitaj1 - 6/10/2020 11:56:29 AM

➤ Migratory Birds

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: This project does not involve any structures that might provide suitable habitat for migratory birds.

LPA Action: None

Attachments:

☒ Migratory Birds Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:35:00 PM

➤ Hazardous Waste Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: Based on project description and/or observation, there should be no hazardous waste site concerns. The potential to encounter wastes from sites unknown to MoDOT should always be a consideration. Any unknown sites that are found during project construction will be handled in accordance with Federal and State Laws and Regulations

LPA Action: Handle all unknown sites that are found during construction in accordance with Federal and State Laws and Regulations.

Attachments:

☒ Hazardous Waste Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:56:53 PM

➤ Wetland Impact (Section 404/401)

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to the USFWS National Wetlands Inventory Mapper, there are no wetlands, blue line streams, ponds or other waters of the U.S. in or around the project area. A review of Google Earth and ArcMap also did not reveal the presence of any water bodies in the project area. The project will have no impact on wetlands or waters of the U.S.

LPA Action: None

Wetland Permit Information:

404 Permit Number

Permit Submitted

Permit Received

Permit Expiration

Compliance Certification Sent

Compliance Certification Received

Attachments:

☒ Wetland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 1:58:58 PM

➤ Noise Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: This is a Type III project and a noise analysis is not required.

LPA Action: None

Attachments:

☒ Noise Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 2:36:58 PM

► Cultural Resources Impact (Section 106/Historic 4f)

Status Information:

☐ Pending ☒ Cleared

Clearance Date:
05/08/2020

Environmental Response: In accordance with Section V, Item 5 of the Programmatic Agreement Among the Federal Highway Administration, the Missouri Highway and Transportation Commission, the Advisory Council on Historic Preservation, and the Missouri State Historic Preservation Office for Minor Highway Projects, MoDOT has determined that this project will result in No Historic Properties Affected and no additional Section 106 consultation is required at this time.

LPA Action: No action is needed at this time. Be advised that if changes are made to the project (including but not limited to the addition of new right of way or easements, or the changing of the scope) the project will need to be reevaluated and additional clearances may be required.

Attachments:

☐ Adverse Effect or Conditional No Adverse Effect

☐ Based on the review of the project location and description noted above, there are no identified historic 4(f) resources affected that would preclude the setting of an A-date.

Checked by: on de minimis Approved on:

☒ Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: heavre1 - 5/8/2020 8:51:53 AM

► Public Land Impact (Section 4f/6f)

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to Google Earth and ArcMap, there are no Section 4(f) or Section 6(f) protected resources in or in the vicinity of the project area. The project will have no impact on Section 4(f) or Section 6(f) protected resources.

LPA Action: None

Attachments:

☒ Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: Kyle Grayson on 05/14/2020

☒ Public Land Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 2:28:08 PM

► Other

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: No other issues in the project area.

LPA Action: None

Attachments:

☒ Other Screening Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyle Grayson - 5/14/2020 2:29:42 PM

NEPA Classification

NEPA Right-Of-Way Permission:	Can Proceed to Buy R/W	as determined or approved by:	KYLE.GRAYSON@MODOT.MO.GOV
NEPA Approval/Proceed to A-date Request:	06/08/2021	Re-evaluation Date:	
NEPA Classification:	PCE		
This project qualifies for the programmatic categorical exclusion under Item#:	26	All Environmental Issues Cleared:	06/08/2021
Commitments and/or Comments to Sponsor:	This project will require an Access Justification Report which in turn requires a Categorical Exclusion document to be prepared and submitted to FHWA in conjunction with the AJR. 6/8/21: The AJR has been reduced to a TS&O. A TS&O will not require a CE2 and all other thresholds increasing the NEPA classification have not been exceeded. Because of this, the project now qualifies for a PCE as noted above.		

Attachments:

Last Submitted: 06/08/2021 by [Kyle Grayson](#)

THREATENED AND ENDANGERED SPECIES REPORT

Carthage Cost Share Project S603051

Job No. J7S3378

City of Carthage, MO



**1745 S. Garrison Ave.
Carthage, MO 64836**

Introduction

The project purpose is two-fold. First, it will provide a much needed realignment of south bound entry and exit ramps of I-49 to alleviate congestion on Missouri State HH. Second, it will provide access to a proposed 680-acre industrial park which is being developed by the City of Carthage in conjunction with the Carthage Chamber of Commerce.

The project will construct a roundabout that will tie the on-ramp and off-ramp on the west side of I-49 and Dr. Russell Smith Drive. This will eliminate the current signal that is located at Dr. Russell Smith Drive and Route HH (Fir Road). Dr. Russell Smith Drive provides access to McCune-Brooks Hospital. Construction of the new roundabout may allow quicker and safer access to the hospital.

Because of the project, Threatened and Endangered Species are being evaluated for potential impacts. These potential impacts are addressed herein.

Site Location and Description

The project location is near the SE Corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Section 16, Township 28N, Range 31W within the City of Carthage. The adjacent properties consist of predominantly vacant field with some commercial buildings in close proximity.

Site Location: Dr. Russell Smith Drive Looking North Toward Rte HH (Fir Rd).



Information Gathering

An official species list was obtained from the IPaC online tool provided by US Fish & Wildlife. The list is included in this report as Attachment A-1. A consistency letter from US Fish & Wildlife is included as Attachment A-2. Also, the Missouri Department of Conservation Natural Heritage Review was requested and is included in the report as Attachment B-1. A Level Two Report from Missouri Department of Conservation is included as Attachment B-2.

An on-site assessment was conducted on February 3, 2020 by personnel of Anderson Engineering. The assessment was to verify the presence of potential bat roosting trees adjacent to the existing roadway and to check for the presence of structures that may be impacted and may provide shelter for migratory birds.

Threatened & Endangered Species in Project Proximity

Bald Eagle (*Haliaeetus leucocephalus*) [Protected]

Although no longer listed as an endangered species, the bald eagle is protected by the Bald and Golden Eagle Protection Act.

Habitat – The habitat of the Bald Eagle consists of large nests in trees that line streams or other bodies of water.

Action – There is a record of Bald Eagles nest 4.63 miles from the project. However, there will be no trees removed for this project. Based on this information, no impacts are anticipated.

Aquatic Community and Mussels

A portion of Center Creek is considered a significant example of a high-quality Ozark warmwater – small river. Center Creek is at least 3.25 miles from the project site. With adequate sediment and erosion control measures as well as distance from the project site, there should be no impacts to this resource.

Bristly Cave Crayfish (*Cambarus setosus*) [State Ranked Species – S3]

Habitat – The bristly cave crayfish has been collected from areas of complete darkness as well as from the twilight zone of caves, from the outflow of springs, and from shallow wells exposed to daylight. It's been found on substrates of sand and silt, sometimes scattered rock, as well as near the guano piles of roosting bats. So far, this cave crayfish has not been found in the same caves as other species of cave crayfish.

Action – No impacts to the Bristly Cave Crayfish habitat are anticipated as a result of this project. The nearest record is located 1.41 miles from the project site. Erosion Control measures will be utilized during construction to contain sediment within the project site.

Soapberry (*Sapundus Saponaria var. drummondii*) [State Ranked Species – S2]

Habitat – Western soapberry grows from southwestern Missouri to southeastern Colorado, southward to Arizona and eastward to Texas, Louisiana, and northern Mexico. It is described as a Madro-Tertiary genus which was largely restricted to relatively moist riparian habitats as conditions became increasingly hot and dry during the late Pleistocene.

Action – According to the Natural Heritage records, the Soapberry has been recorded 2.69 miles from the project site. Due to proximity and the fact that there are no tree clearing within the project, no impacts are anticipated.

Gray Bats (*Myotis grisescens*) [Endangered]

Habitat – The Gray Bat is found in limestone caves, especially caves within two miles of rivers, streams, or lakes.

Action – Most work for this project will occur in previously disturbed areas. There are no known caves within the project limits. No impacts are anticipated.

Indiana Bats (*Myotis sodalis*) [Endangered] and **Northern Long-Eared Bats** (*Myotis septentrionalis*) [Threatened]

Habitat - These bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams.

Action – There is no known area of these bats in close proximity to the project. Further, there will be no trees removed for this project. Therefore, no impacts are anticipated.

A summary of the Endangered and Threatened Species potential impacts and proposed actions are provided in the Table 1 on the following page.

Table 1 – Summary of Potential Impacts to Threatened and Endangered Species			
Species	Status	Habitat	Actions Proposed
Bald Eagle (<i>Haliaeetus leucocephalus</i>)	Federally Protected Rank S3 G4	The habitat of the Bald Eagle consists of large nests in trees that line streams or other bodies of water.	There is a record of Bald Eagles 2.53 miles from the project. Further, there will be no trees removed for this project. Therefore, no impacts are anticipated.
Bristly Cave Crayfish (<i>Cambarus setosus</i>)	Endangered Rank S3 G3	The bristly cave crayfish has been collected from areas of complete darkness as well as from the twilight zone of caves, from the outflow of springs, and from shallow wells exposed to daylight.	No impacts to the Bristly Cave Crayfish habitat are anticipated as a result of this project. The nearest record is located 1.41 miles from the project site.
Soapberry (<i>Sapundus Saponaria</i> var. <i>drummondii</i>)	Endangered Rank S2 G5T5	Western soapberry grows from southwestern Missouri to southeastern Colorado, southward to Arizona and eastward to Texas, Louisiana, and northern Mexico.	According to the Natural Heritage records, the Soapberry has been recorded 2.69 miles from the project site. Due to proximity and the fact that there are no tree clearing within the project, no impacts are anticipated.
Gray Bats (<i>Myotis grisescens</i>)	Federal and State Endangered	The Gray Bat is found in limestone caves, especially caves within two miles of rivers, streams, or lakes.	Most work for this project will occur in previously disturbed areas. There are no known caves within the project limits. No impacts are anticipated.
Indiana Bats (<i>Myotis sodalis</i>)	Federal and State Endangered	These bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams.	There is no known area of these bats in close proximity to the project. Further, there will be no trees removed for this project. Therefore, no impacts are anticipated.
Northern Long-Eared Bats (<i>Myotis septentrionalis</i>)	State Endangered and Federal Threatened	Same as above.	Same as above.

Migratory Bird Impacts

There are no bridges or culverts that will be disturbed during this project. Therefore, no migratory bird impacts are anticipated.

Attachments:

A-1 – USFW Official Species List
A-2 – USFW Consistency Letter
B-1 – MDC Natural Heritage Review
B-2 – MDC Level Two Report
Draft Preliminary Plans

Attachment A-1



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:

April 16, 2020

Consultation Code: 03E14000-2020-SLI-1943

Event Code: 03E14000-2020-E-04895

Project Name: Carthage - Rte HH (Fir Road) - Dr. Russell Smith Drive

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

To Whom It May Concern:

This response has been generated by the Information, Planning, and Conservation (IPaC) system to provide information on natural resources that could be affected by your project. The U.S. Fish and Wildlife Service (Service) provides this response under the authority of the Endangered Species Act of 1973 (16 U.S.C. 1531-1543), the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d), the Migratory Bird Treaty Act (16 U.S.C. 703-712), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *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 ECOS-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 ECOS-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 S7 Technical Assistance 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.

Karen Herrington

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Wetlands

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

Consultation Code: 03E14000-2020-SLI-1943

Event Code: 03E14000-2020-E-04895

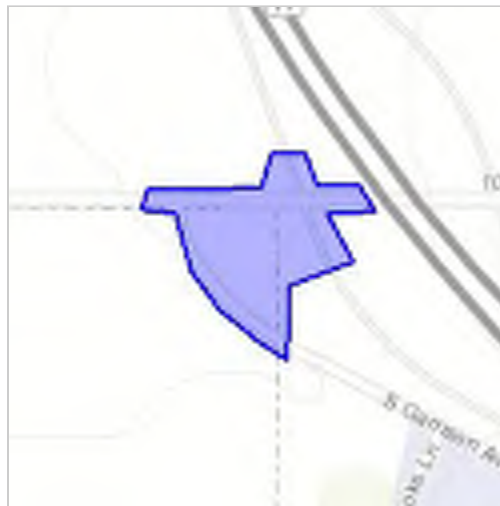
Project Name: Carthage - Rte HH (Fir Road) - Dr. Russell Smith Drive

Project Type: TRANSPORTATION

Project Description: The project is located within Jasper County and the City of Carthage at the intersection of Missouri State Highway HH (AKA West Fir Road) and Dr. Russell Smith Way. This intersection is currently located approximately 725 feet west of the intersection of Interstate 49 southbound on and off ramps, however the proposed projects would tie the ramps into a roundabout intersection.

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/37.13974806373396N94.32424770158177W>



Counties: Jasper, MO

Endangered Species Act Species

There is a total of 5 threatened, endangered, or candidate species on this species list.

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

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

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

-
1. [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 <i>Myotis grisescens</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6329	Endangered
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Threatened

Fishes

NAME	STATUS
Ozark Cavefish <i>Amblyopsis rosae</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6490	Threatened

Clams

NAME	STATUS
Neosho Mucket <i>Lampsilis rafinesqueana</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/3788	Endangered

Critical habitats

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

USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

Wetlands

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

THERE ARE NO WETLANDS WITHIN YOUR PROJECT AREA.

Attachment A-2



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



IPaC Record Locator: 607-21317852

April 16, 2020

Subject: Consistency letter for the 'Carthage - Rte HH (Fir Road) - Dr. Russell Smith Drive' project (TAILS 03E14000-2020-R-1943) under the revised February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat.

To whom it may concern:

The U.S. Fish and Wildlife Service (Service) has received your request to verify that the **Carthage - Rte HH (Fir Road) - Dr. Russell Smith Drive** (Proposed Action) may rely on the revised February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (PBO) to satisfy requirements under Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat.884, as amended; 16 U.S.C. 1531 *et seq.*).

Based on the information you provided (Project Description shown below), you have determined that the Proposed Action will have no effect on the endangered Indiana bat (*Myotis sodalis*) or the threatened Northern long-eared bat (*Myotis septentrionalis*). If the Proposed Action is not modified, **no consultation is required for these two species.**

For Proposed Actions that include bridge/structure removal, replacement, and/or maintenance activities: If your initial bridge/structure assessments failed to detect Indiana bats, but you later detect bats during construction, please submit the Post Assessment Discovery of Bats at Bridge/Structure Form (User Guide Appendix E) to this Service Office. In these instances, potential incidental take of Indiana bats may be exempted provided that the take is reported to the Service.

If the Proposed Action may affect any other federally-listed or proposed species and/or designated critical habitat, additional consultation between the lead Federal action agency and this Service Office is required. If the proposed action has the potential to take bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act may also be required. In either of these circumstances, please advise the lead Federal action agency accordingly.

The following species may occur in your project area and **are not** covered by this determination:

- Gray Bat, *Myotis grisescens* (Endangered)
- Neosho Mucket, *Lampsilis rafinesqueana* (Endangered)
- Ozark Cavefish, *Amblyopsis rosae* (Threatened)

Project Description

The following project name and description was collected in IPaC as part of the endangered species review process.

Name

Carthage - Rte HH (Fir Road) - Dr. Russell Smith Drive

Description

The project is located within Jasper County and the City of Carthage at the intersection of Missouri State Highway HH (AKA West Fir Road) and Dr. Russell Smith Way. This intersection is currently located approximately 725 feet west of the intersection of Interstate 49 southbound on and off ramps, however the proposed projects would tie the ramps into a roundabout intersection.

Determination Key Result

Based on the information you provided, you have determined that the Proposed Action will have no effect on the endangered Indiana bat and/or the threatened Northern long-eared bat. Therefore, no consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required for these two species.

Qualification Interview

1. Is the project within the range of the Indiana bat^[1]?

[1] See [Indiana bat species profile](#)

Automatically answered

Yes

2. Is the project within the range of the Northern long-eared bat^[1]?

[1] See [Northern long-eared bat species profile](#)

Automatically answered

Yes

3. Which Federal Agency is the lead for the action?

A) Federal Highway Administration (FHWA)

4. Are *all* project activities limited to non-construction^[1] activities only? (examples of non-construction activities include: bridge/abandoned structure assessments, surveys, planning and technical studies, property inspections, and property sales)

[1] Construction refers to activities involving ground disturbance, percussive noise, and/or lighting.

No

5. Does the project include *any* activities that are **greater than** 300 feet from existing road/rail surfaces^[1]?

[1] Road surface is defined as the actively used [e.g. motorized vehicles] driving surface and shoulders [may be pavement, gravel, etc.] and rail surface is defined as the edge of the actively used rail ballast.

No

6. Does the project include *any* activities **within** 0.5 miles of a known Indiana bat and/or NLEB hibernaculum^[1]?

[1] For the purpose of this consultation, a hibernaculum is a site, most often a cave or mine, where bats hibernate during the winter (see suitable habitat), but could also include bridges and structures if bats are found to be hibernating there during the winter.

No

7. Is the project located **within** a karst area?

No

8. Is there *any* suitable^[1] summer habitat for Indiana Bat or NLEB **within** the project action area^[2]? (includes any trees suitable for maternity, roosting, foraging, or travelling habitat)

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

[2] The action area is defined as all areas to be affected directly or indirectly by the Federal action and not merely the immediate area involved in the action (50 CFR Section 402.02). Further clarification is provided by the [national consultation FAQs](#).

No

9. Does the project include wetland or stream protection activities associated with compensatory wetland mitigation?

No

10. Does the project include slash pile burning?

No

11. Does the project include *any* bridge removal, replacement, and/or maintenance activities (e.g., any bridge repair, retrofit, maintenance, and/or rehabilitation work)?

No

12. Does the project include the removal, replacement, and/or maintenance of *any* structure other than a bridge? (e.g., rest areas, offices, sheds, outbuildings, barns, parking garages, etc.)

No

13. Will the project involve the use of **temporary** lighting *during* the active season?

No

14. Will the project install new or replace existing **permanent** lighting?

Yes

15. Is there *any* suitable habitat **within** 1,000 feet of the location(s) where **permanent** lighting will be installed or replaced?

No

16. Does the project include percussives or other activities (**not including tree removal/trimming or bridge/structure work**) that will increase noise levels above existing traffic/background levels?

No

17. Are *all* project activities that are **not associated with** habitat removal, tree removal/trimming, bridge and/or structure activities, temporary or permanent lighting, or use of percussives, limited to actions that DO NOT cause any additional stressors to the bat species?

Examples: lining roadways, unlighted signage , rail road crossing signals, signal lighting, and minor road repair such as asphalt fill of potholes, etc.

Yes

18. Will the project raise the road profile **above the tree canopy**?

No

19. Is the location of this project consistent with a No Effect determination in this key?

Automatically answered

Yes, because the project action area is not within suitable Indiana bat and/or NLEB summer habitat and is outside of 0.5 miles of a hibernaculum.

20. Is the permanent lighting portion of this project consistent with a No Effect determination in this key?

Automatically answered

Yes, because the lighting will be more than 1,000 feet from the nearest suitable habitat

Determination Key Description: FHWA, FRA, FTA Programmatic Consultation For Transportation Projects Affecting NLEB Or Indiana Bat

This key was last updated in IPaC on December 02, 2019. Keys are subject to periodic revision.

This decision key is intended for projects/activities funded or authorized by the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA), which may require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Endangered Species Act (ESA) for the endangered **Indiana bat** (*Myotis sodalis*) and the threatened **Northern long-eared bat** (NLEB) (*Myotis septentrionalis*).

This decision key should only be used to verify project applicability with the Service's [February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects](#). The programmatic biological opinion covers limited transportation activities that may affect either bat species, and addresses situations that are both likely and not likely to adversely affect either bat species. This decision key will assist in identifying the effect of a specific project/activity and applicability of the programmatic consultation. The programmatic biological opinion is not intended to cover all types of transportation actions. Activities outside the scope of the programmatic biological opinion, or that may affect ESA-listed species other than the Indiana bat or NLEB, or any designated critical habitat, may require additional ESA Section 7 consultation.

Attachment B-1



Missouri Department of Conservation Natural Heritage Review Report

May 11, 2020 -- Page 1 of 3

Resource Science Division
P. O. Box 180
Jefferson City, MO 65102
Prepared by: Jordan Meyer
NaturalHeritageReview@mdc.mo.gov
(573) 522 – 4115 ext. 3182

Sean Matlock
Anderson Engineering
1745 S. Garrison Ave.
Carthage, MO 64836

SMatlock@andersonengineering.com

Project type:	Transportation
Location/Scope:	T28N R31W S16, 21
County:	Jasper
Query reference:	Carthage – 19CA40002-I-49_RteHH_Roundabout
Query received:	4/16/2020

This NATURAL HERITAGE REVIEW is not a site clearance letter. Rather, it identifies public lands and sensitive resources known to have been located close to and/or potentially affected by the proposed project. On-site verification is the responsibility of the project. Natural Heritage records were identified at some date and location. This report considers records near but not necessarily at the project site. Animals move and, over time, so do plant communities. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean a protected species will not be encountered. These records only provide one reference and other information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Look for additional information about the biological and habitat needs of records listed in order to avoid or minimize impacts. More information is at <http://mdc.mo.gov/discover-nature/places-go/natural-areas> and mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx.

Level 3 issues: Records of federal-listed (these are also state-listed) species or critical habitats near the project site:

Natural Heritage records indicate Federally Protected Bald Eagles (*Haliaeetus leucocephalus*) approximately 4.63 miles from the project area.

Bald Eagles: Bald Eagles (*Haliaeetus leucocephalus*) nest near streams or water bodies in the project area. Nests are large and fairly easy to identify. While no longer listed as endangered, eagles continue to be protected by the federal government under the Bald and Golden Eagle Protection Act. Work managers should be alert for nesting areas within 1500 meters of project activities, and follow federal guidelines at: <https://www.fws.gov/midwest/eagle/permits/index.html> if eagle nests are seen.

Aquatic Community: The nearby portion of Center Creek is considered a significant example of a high-quality Ozark warmwater – small river. Project activities should prevent soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats.

Mussels: Mussels are relatively immobile animals that are vulnerable to pollutants, sediment discharges, channel alterations and other activities destructive to mussel habitat. Activities that alter or destabilize stream bottoms or banks or introduce silt, chemical or organic pollutants should be avoided. Avoid crossing flowing water but, if unavoidable, minimize crossing distance and use temporary crossings that do not restrict water flow. See <https://mdc.mo.gov/sites/default/files/downloads/FreshwaterMusselsBMP.PDF> for Best Management Practices regarding these animals.

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

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

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

Scientific Name	Common Name	State Rank	Proximity (miles)
<i>Cambarus setosus</i>	Bristly Cave Crayfish	S3	1.41
<i>Sapundus Saponaria</i> <i>var. drummondii</i>	Soapberry	S2	2.69

State Rank Definitions:

- S1: Critically imperiled in the state because of extreme rarity of or because of some factor(s) making it especially vulnerable to extirpation from the state. Typically, 5 or fewer occurrence or very few remaining individuals.
- S2: Imperiled in the state because of rarity or because of some factor(s) making it very vulnerable to extirpation from the state. (6 to 20 occurrences or few remaining individuals).
- S3: Vulnerable in the state means this species is rare and uncommon, or found only in a restricted range (even if abundant in some locations), or because of other factors making it vulnerable to extirpation. Typically, 21 to 100 occurrences or between 3,000 and 10,000 individuals.
- S4: Uncommon but not rare, and usually widespread in the nation or state. Possibly of long-term concern. Usually more than 100 occurrences and more than 10,000 individuals.
- SU: Currently unrankable due to lack of information or due to substantially conflicting information about status or trends.

There are no regulatory requirements associated with this status, but we encourage voluntary stewardship for all these species to minimize the risk of further decline that could lead to listing

See <http://mdc.mo.gov/145> for a complete list of species and communities of conservation concern.

STATE ENDANGERED species are listed in and protected under the Wildlife Code of Missouri (3CSR10-4.111).

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

- **Gray Bats:** Gray Bats (*Myotis grisescens*, federal and state-listed endangered) occur in Jasper County and could occur in the project area, as they forage over streams, rivers, and reservoirs. Avoid entry or disturbance of any cave inhabited by gray bats and when possible retain forest vegetation along the stream and from the gray bat cave opening to the stream.
- **Indiana Bats and Northern Long-eared Bats:** Indiana Bats (*Myotis sodalis*, federal and state-listed endangered) and Northern Long-eared Bats (*Myotis septentrionalis*, federal-listed threatened) hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams. 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 and/or Northern Long-eared Bats, especially from September to April. **If any trees need to be removed by your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 Ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.**

- 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, so inspect and clean equipment thoroughly before moving between project sites.
 - ◆ 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 has operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
 - ◆ When possible, wash and rinse equipment thoroughly with hard spray or HOT water ($\geq 140^{\circ}$ F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.
- **Karst:** Jasper 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, so check your project site for any karst features and make every effort to protect groundwater in the project area.
- **Transportation:** Transportation related 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 ([Missouri DNR](#) or [US Army Corps of Engineers](#)), 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*.

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

MISSOURI

Attachment B-2

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 Two Report: State Listed Endangered Species and/or Missouri Species/Natural Communities of Conservation Concern

There are records for state-listed Endangered Species, or Missouri Species or Natural Communities of Conservation Concern within or near the defined Project Area. Please contact 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 website 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: Carthage-19CA40002-I-49_RteHH_Roundabout #6878

User Project Number: 19CA40002

Project Description: T 28 N, R 31 W, Sections 16 & 21. 37 08' 25" N/ 94 19' 28" W, Jasper County.

Project Type: Transportation, Roads

Contact Person: Patrick Whitaker

Contact Information: pwhitaker@andersonengineeringinc.com or 417-782-7399

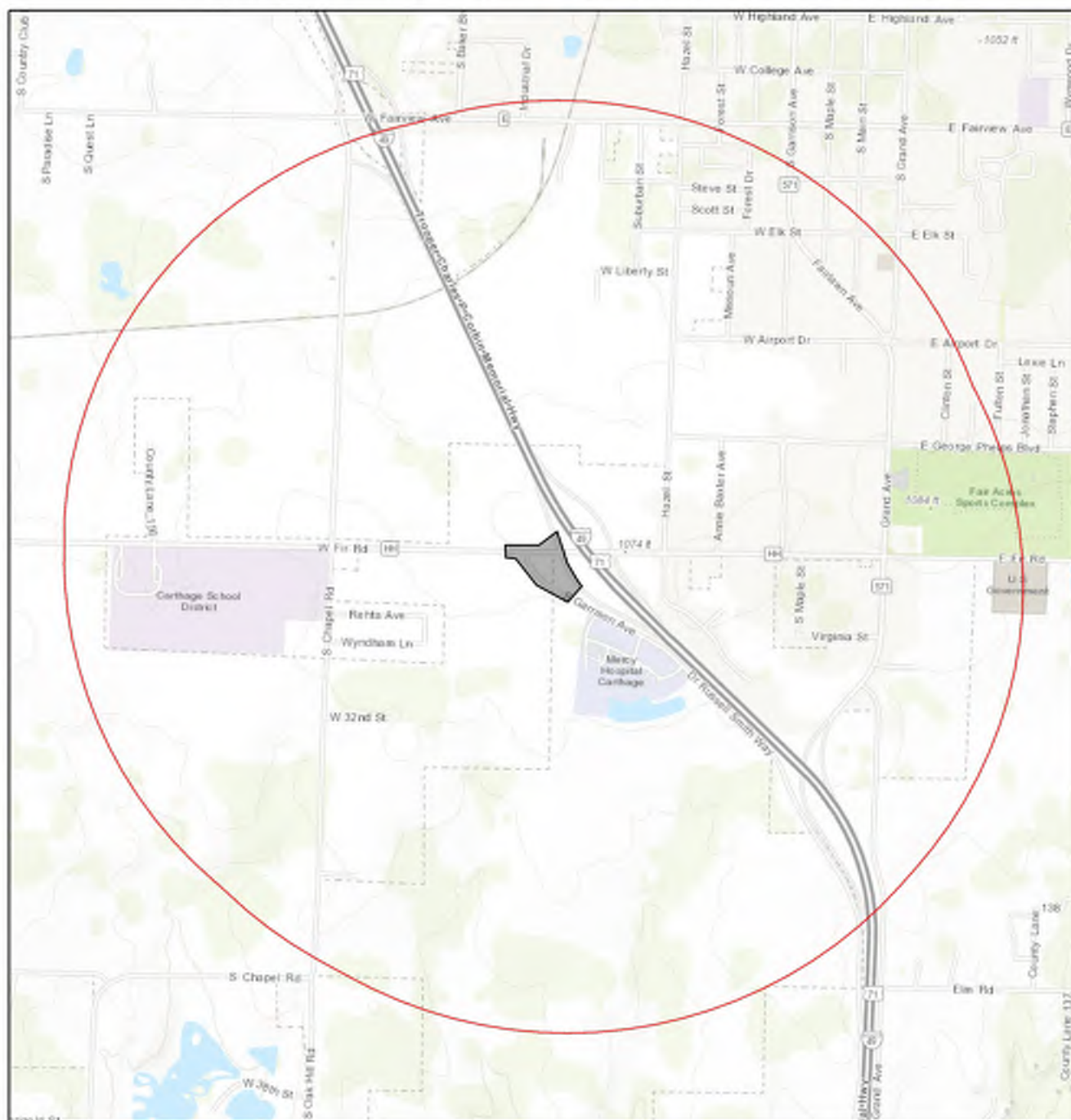
Disclaimer: The NATURAL HERITAGE REVIEW REPORT produced by this website identifies if a species tracked by the Natural Heritage Program is known to occur within or near the area submitted for your project, and shares suggested recommendations on ways to avoid or minimize project impacts to sensitive species or special habitats. 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. The Natural Heritage Program tracks occurrences of sensitive species and natural communities where the species or natural community has been found. Lack of an occurrence record does not mean that a sensitive plant, animal or natural community is not present on or near the project area. Depending on the project, current habitat conditions, and geographic location in the state, surveys may be necessary. Additionally, 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.

The Natural Heritage Report is not a site clearance letter for the project. It provides an indication of whether or not public lands and sensitive resources are known to be (or are likely to be) located close to the proposed project. Incorporating information from the Natural Heritage Program into project plans is an important step that can help reduce unnecessary impacts to Missouri's sensitive fish, forest and wildlife resources. However, the Natural Heritage Program is only one reference that should be used to evaluate potential adverse project impacts. Other types of information, such as wetland and soils maps and 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. The information within this report is not intended to replace 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 the USFWS Information for Planning and Conservation (IPaC) website at <https://ecos.fws.gov/ipac/> for further information. This site was developed to help streamline the USFWS environmental review process and is a first step in ESA coordination. The Columbia Missouri Ecological Field Services Office may be reached at 573-234-2132, or by mail at 101 Park Deville Drive, Suite A, Columbia, MO 65203.

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 www.modot.mo.gov/ehp/index.htm for additional information on recommendations.

Carthage-19CA40002-I-49 RteHH Roundabout



January 31, 2020

1:20,450

 Project Boundary

 Buffered Project Boundary

A number line with two scales. The top scale is labeled in miles (mi) and has major tick marks at 0, 0.175, 0.35, and 0.7. The bottom scale is labeled in kilometers (km) and has major tick marks at 0, 0.275, 0.55, and 1.1. Vertical lines connect the corresponding tick marks between the two scales, showing that 0.175 miles is equivalent to 0.275 kilometers, 0.35 miles is equivalent to 0.55 kilometers, and 0.7 miles is equivalent to 1.1 kilometers.

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Species or Communities of Conservation Concern within the Area:

There are records for state-listed Endangered Species, or Missouri Species or Natural Communities of Conservation Concern within or near the defined Project Area. Please contact the Missouri Department of Conservation for further coordination.

MDC Natural Heritage Review
Resource Science Division
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182
NaturalHeritageReview@mdc.mo.gov

Other Special Search Results:

No results have been identified for this project location.

Project Type Recommendations:

No recommendations have been identified for this project type.

Project Location and/or Species Recommendations:

Endangered Species Act Coordination - 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. **If any trees need to be removed for your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.**

The project location submitted and evaluated 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. See <http://mdc.mo.gov/104> for best management recommendations.

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 <http://mdc.mo.gov/9633> 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 (<http://www.nwk.usace.army.mil/Missions/RegulatoryBranch.aspx>) and the Missouri Department of Natural Resources (DNR) issued Clean Water Act Section 401 Water Quality Certification (<http://dnr.mo.gov/env/wpp/401/index.html>), 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 <http://dnr.mo.gov/env/wpp/permits/index.html> 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.

MDC Natural Heritage Review
Resource Science Division
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182
NaturalHeritageReview@mdc.mo.gov

U.S. Fish and Wildlife Service
Ecological Service
101 Park Deville Drive
Suite A
Columbia, MO
65203-0007
Phone: 573-234-2132

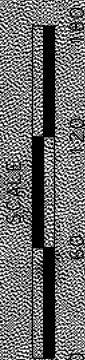
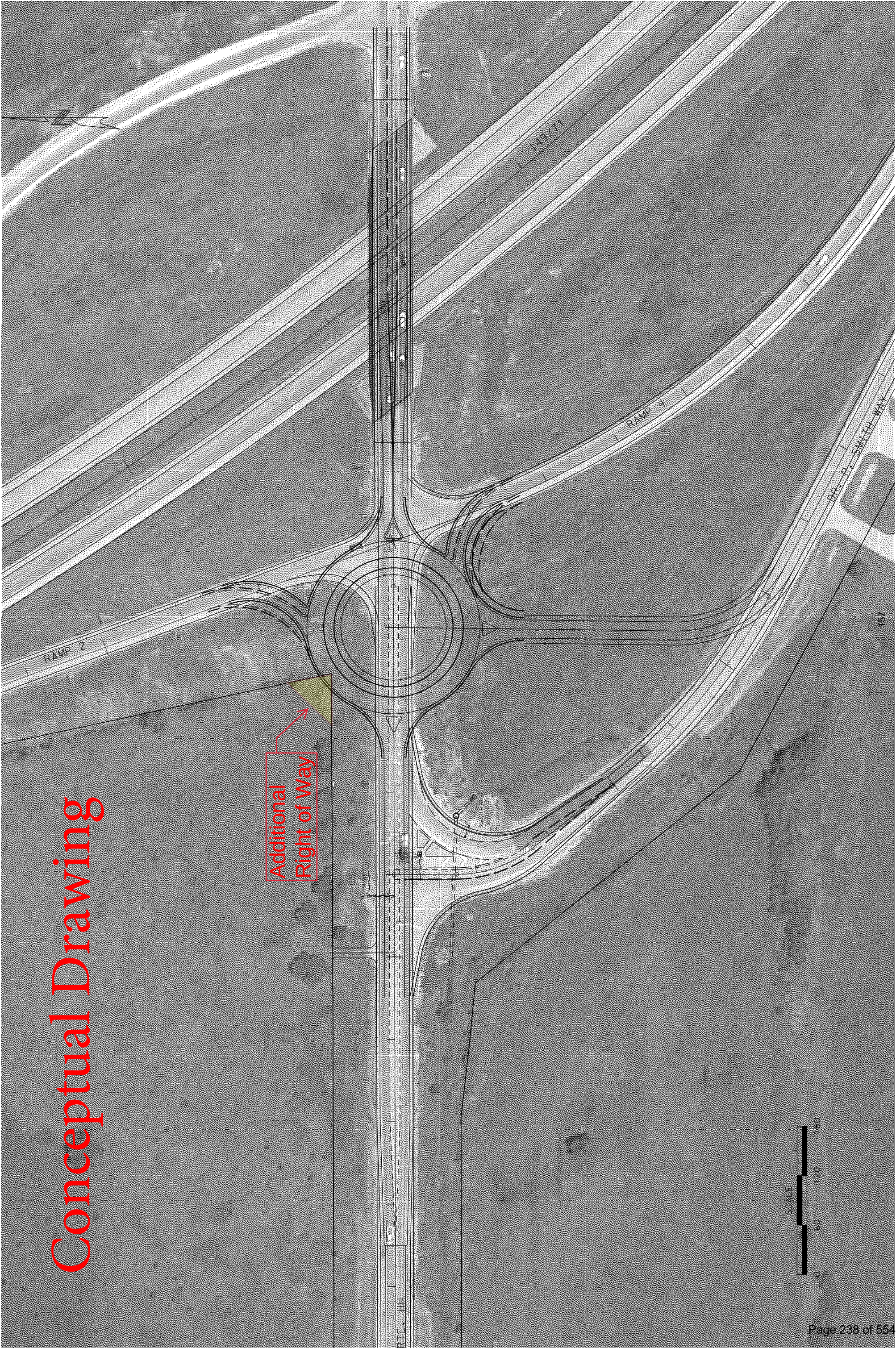
Miscellaneous Information

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.

Additional information on Missouri's sensitive species may be found at <http://mdc.mo.gov/discover-nature/field-guide/endangered-species>. Detailed information about the animals and some plants mentioned may be accessed at http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx. If you would like printed copies of best management practices cited as internet URLs, please contact the Missouri Department of Conservation.

Conceptual Drawing



DATE PREPARED	DATE	\$
ROUTE	STATE	
HH	MO	
DISTRICT	SHEET NO.	
SW	X	
COUNTY	JASPER	
JOB NO.		
CONTRACT ID.		
PROJECT NO.		
BRIDGE NO.		
DESCRIPTION		
DATE		

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL JEFFERSON CITY, MO 65102

1-888-ASK-MODOT (1-888-275-6636)



ANDERSON ENGINEERING

EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

219 5TH, P.O. BOX 286, MONETT, MISSOURI 65708 • PHONE (417) 236-0112

ANDERSON CO.# 000062 • ANDREW ECKHART, P.E.# 200908717

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Carthage, 326 Grant, Carthage, Missouri 64836, First Party, hereinafter referred to as the *OWNER*, and _____, Second Party, hereinafter referred to as the *CONTRACTOR*.

WITNESSETH:

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

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

S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way Intersection, Carthage, Missouri

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Bidders", "Plans", and "Proposal", Contract Bond", "Missouri Standard Specifications For Highway Construction, 2023 Edition", "General and Job Special Provisions", "Notice to Proceed", and all change orders are made a part hereof as fully as if set out herein. It is understood and agreed that, except as may be otherwise provided for the "General and Job Special Provision", included in the Proposal, the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2023 Edition". Said Specifications are part and parcel of this contract, and are incorporated into this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount _____ Dollars (\$_____) as full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which, to all intents and purposes, shall be considered as the original.

OWNER:

City of Carthage

(SEAL) _____

By _____

Attest _____

Name _____
Dan Rife
(Please Type or Print)

Name _____
(Please Type or Print)

Title _____
Mayor

Title _____

CONTRACTOR:

(SEAL) _____

By _____

Attest _____

Name _____
(Please Type or Print)

Name _____
(Please Type or Print)

Title _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

as principle, and _____

as surety, are held and firmly bound unto the City of Carthage, hereinafter called the
OWNER 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 or to its certain
agents, attorneys, assigns, or to the OWNER, 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
acting by and through the OWNER, said contract being marked.

S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way Intersection, Carthage,
Missouri

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 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

(2 of 2)

NOTICE OF AWARD

TO: _____

PROJECT Description: S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way Intersection, Carthage, Missouri

The OWNER has considered the BID submitted by you for the above described WORK in response to its invitation to Bid dated October 5th, 2023, and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of _____ and /100 Dollars (\$ _____).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

City of Carthage

Dated this _____ day of _____, 20

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the
day of _____ 20__.

By _____

Title _____

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: S6030(51) State Highway HH, I-49 Southbound Ramps, and Dr. Russell Smith Way
Intersection, Carthage, Missouri

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within 298 days thereafter. The date of completion of all WORK is therefore _____.

City of Carthage

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

this the _____ day of _____, 20____.

By _____

Title _____

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

(To be executed and filed in duplicate)

_____, 20____

To the _____

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

Contractor

By _____
(Title)

By _____
(Title)

STATE OF _____

ss.

COUNTY OF _____

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

Notary Public

(SEAL)

My Commission expires _____, 20_____.

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally came and appeared _____

_____ of _____

(Name & Title)

(Company Name)

(a Corporation) (a Partnership) (a Proprietorship), and after being duly sworn did depose

and say that all provisions and requirements set out in Chapter 290, Sections 290.210

through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to

workers employed on public works projects have been fully satisfied and there

has been no exception to the full and complete compliance with said provisions and requirements

and with Wage Determination No. _____ or Annual Wage Order No. _____

issued by the Division of Labor Standards on project

_____, _____,

(Job

No.) (Route or location, if building construction)

_____ County, Missouri, and completed on the _____ day of

_____, 20 _____.

(Signature)

Subscribed and sworn to me this _____ day of _____, 20 _____.

My commission expires _____, 20 _____.

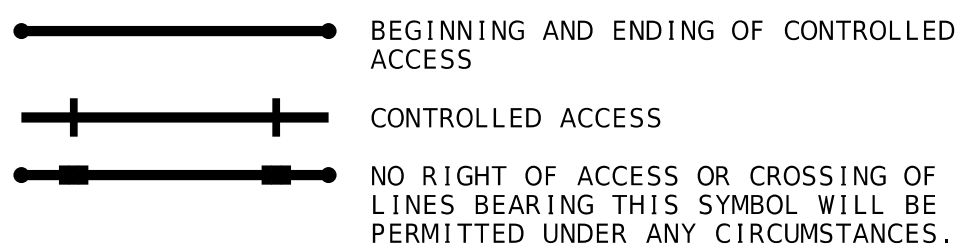
Notary Public

Fig. 136.11.11

V = 45 M.P.H.

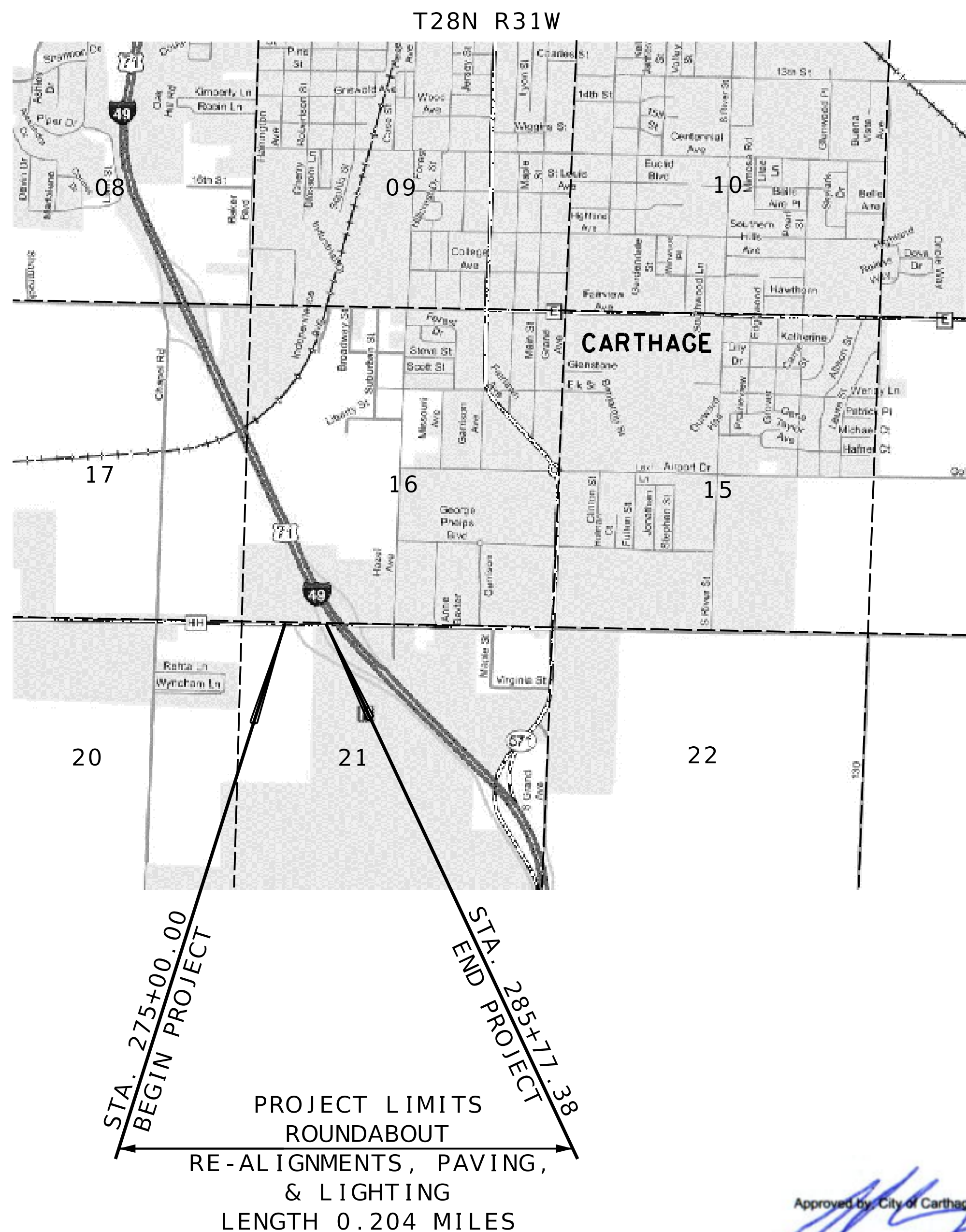
FUNCTIONAL CLASSIFICATION - MAJOR COLLECTOR

THIS SHALL BE A CONTROLLED ACCESS HIGHWAY, BETWEEN STA. 275+00.00 AND STA. 285+77.38 EXCEPT AT LOCATIONS AND AS OTHERWISE SPECIFICALLY SHOWN ON THESE PLANS, NO ABUTTER'S RIGHTS IN OR OF DIRECT ACCESS TO, FROM, OR ACROSS THE HIGHWAY OR ITS RIGHT-OF-WAY SHALL ATTACH OR BELONG TO ANY PROPERTY ABUTTING ON SAID SECTION OF HIGHWAY, OR TO ANY PERSON, MERELY BECAUSE OF ADJACENCY TO SAID ABUTTING PROPERTY. THERE SHALL BE THE USUAL RIGHT OF ACCESS OVER ANY LOCATION SHOWN ON THESE PLANS EITHER AS (1) AN ENTRANCE OR (2) A PRIVATE UNDERPASS, WHEREVER AN ADJACENT OUTER ROADWAY OR SERVICE ROAD IS SHOWN, THERE SHALL BE THE USUAL RIGHT OF DIRECT ACCESS BETWEEN THE ABUTTING PROPERTY AND SUCH OUTER ROADWAY OR SERVICE ROAD (EXCEPT WHERE ACCESS IS SPECIFICALLY PROHIBITED BY THE SYMBOL DENOTING A CONTROLLED ACCESS HIGHWAY) LEADING TO IT AND FROM THE NEAREST LANE OF THE THROUGHWAY OF A PUBLIC HIGHWAY, OUTER ROADWAYS AND SERVICE ROADS, AS THE CASE MAY BE, ARE SO DESIGNATED ON THE PLANS.



NOTE: DASHED OR OPEN SYMBOLS INDICATE
EXISTING FEATURES

S6030 (51)



NOT TO SCALE

Approved by, City of Carthage
Zeb Carney, Director of Public Works

ENGINEER'S AUTHENTICATION
THE RESPONSIBILITY FOR PROFESSIONAL ENGINEERING
LIABILITY ON THIS PROJECT IS HEREBY LIMITED TO
THIS SET OF PLANS AUTHENTICATED BY THE SEAL,
SIGNATURE, AND DATE HEREUNDER ATTACHED.
RESPONSIBILITY IS DISCLAIMED FOR ALL OTHER ENGINEERING
PLANS INVOLVED IN THIS PROJECT AND SPECIFICALLY
EXCLUDES REVISIONS AFTER THIS DATE UNLESS
REAUTHENTICATED.
ANDERSON ENGINEERING, INC.

TITLE SHEET -----	1
TYPICAL SECTIONS (TS) (8 SHEETS)---	2
QUANTITIES (QU) (9 SHEETS)-----	3
PLAN-PROFILE (PP)-----	4-20
RIGHT OF WAY (RW)-----	21-22
SPECIAL SHEETS (SS)-----	23-34
TRAFFIC CONTROL SHEETS (TC)-----	35-47
EROSION CONTROL SHEETS (EC)-----	48-50
LIGHTING (LT)-----	51
SIGNING (SN)-----	52-65
PAVEMENT MARKING (PM)-----	66-70
CULVERT SECTIONS (CS)-----	71-72
CROSS SECTIONS (XS)-----	1-135

EQUATIONS AND EXCEPTIONS:

TOTAL CORRECTIONS	000.00	FEET
NET LENGTH OF PROJECT	1077.38	FEET
STATE LENGTH	0.204	MILES
FOR INFORMATION ONLY		
ESTIMATED DISTURBED ACRES	0.66	ACRES

**ANDERSON
ENGINEERING**
EMPLOYEE OWNED

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1745 S. GARFIELD AVE. • CARPENTERS • MISSOURI 64886 • PHONE 417-338-9551
ANDERSON-EMP 000002 • A/E-INC.COM

STATE OF MISSOURI

SEAN LEE
MATLOCK

NUMBER
PE-27133

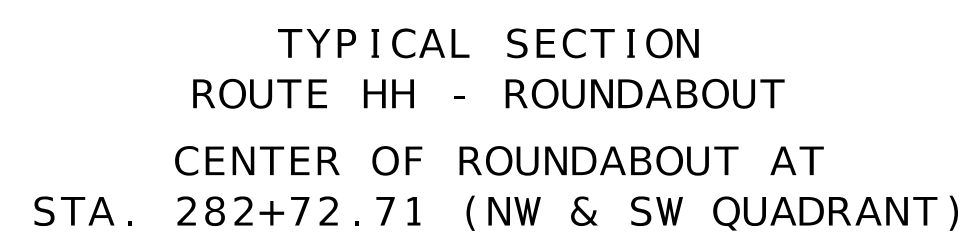
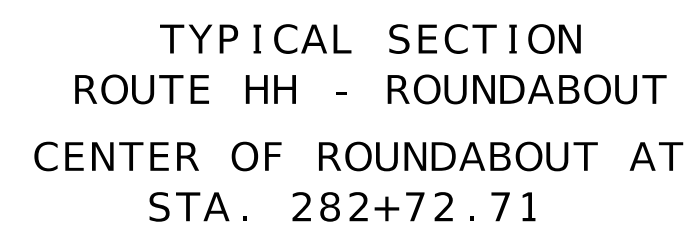
PROFESSIONAL ENGINEER

THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY.

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	FIELD BY	
				DRAWN BY	
				CHECK BY	
				DATE	
				FIELD BOOK	
				JOB NUMBER	

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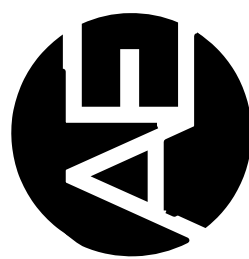
SHEET NUMBER	JASPER COUNTY, MISSOURI J753378 TITLE SHEET
01	SEC 16 & 21, T28N, R31W ROUTE HH



STA. 279+40.61 TO STA. 281+92.89 ROUTE HH
STA. 12+40.62 TO STA. 13+73.78 RAMP 2
STA. 0+82.26 TO STA. 1+66.25 (DR. RUSSELL SMITH WAY)

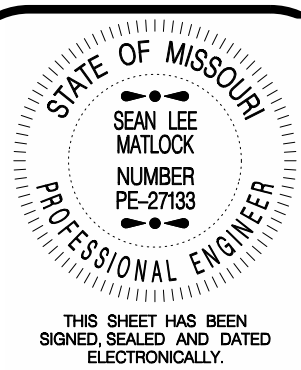
OPTIONAL PAVEMENT			
HMA DESIGN	PCCP DESIGN	SHOULDERS	BASE TYPE
11" HMA	9" PCCP	A2 OR FULL DEPTH	6" TYPE 5 AGGREGATE BASE
1.75" SP125C W/PG 70-22 3" SP250C W/PG 70-22 6.25" SP250C W/PG 64-22	W/15' JOINT SPACING AND 1.25" DOWELS (WIDENED SLAB DESIGN)		

TYPICAL SECTIONS
SHEET 1 OF 8



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EMPLOYEE OWNED

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1745 S. GARDEN ROAD • SUITE 100 • CHANDLER, ARIZONA 85226 • PHONE: 417-359-3531
FAX: 417-359-3532 • E-MAIL: info@ae-inc.com • WEBSITE: www.ae-inc.com
ANDERSON, CODE# 000062, AE-INC.COM



NO.	DESCRIPTION	BY	DATE	FIELD BY
				DRAWN BY
				CHECK BY
				DATE
				FIELD BOOK
				JOB NUMBER

CORY BOUT ANDERSON ENGINEERING INC 2022

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

JASPER COUNTY, MISSOURI

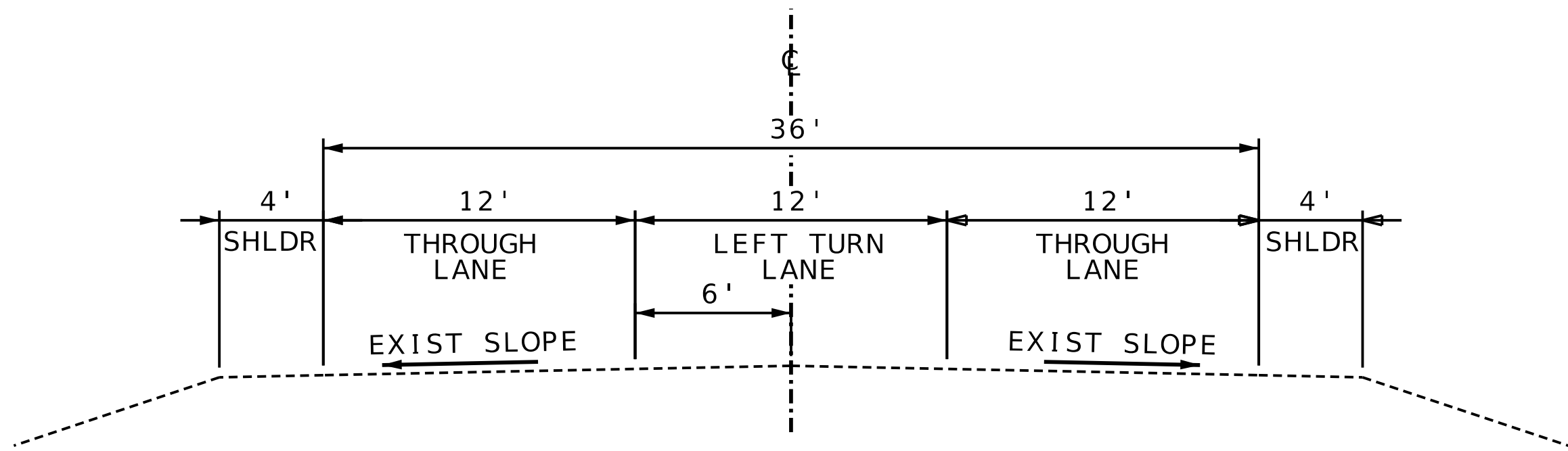
TYPICAL SECTIONS

SEC 16 & 21, T28N, R31W

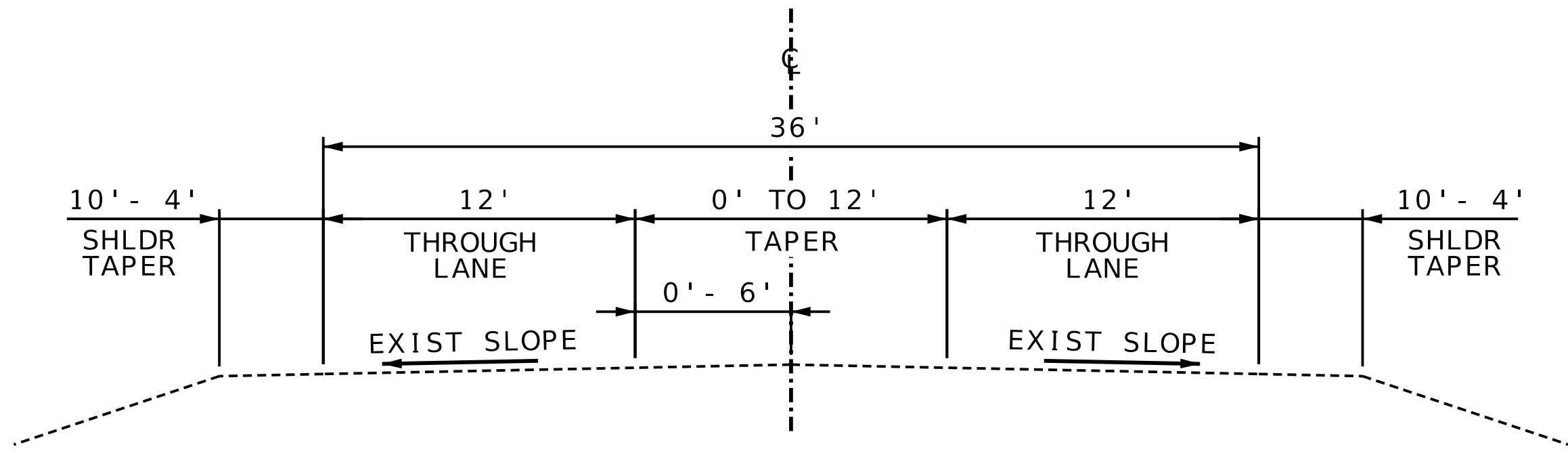
ROUTE HH

SHEET NUMBER

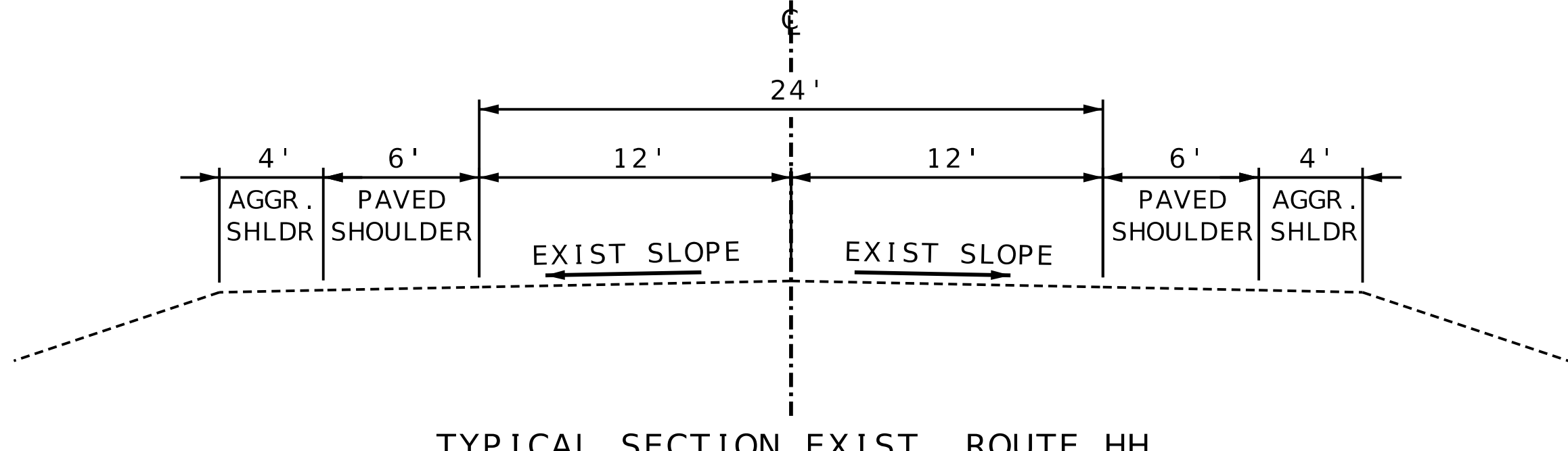
02



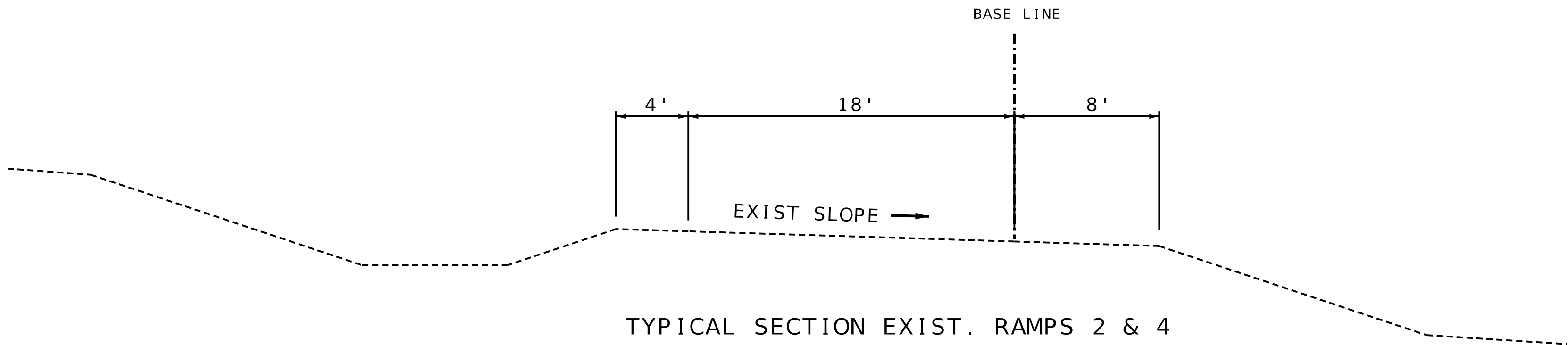
TYPICAL SECTION EXIST. ROUTE HH
STA. 277+00.00 TO STA. 285+77.38



TYPICAL SECTION EXIST. ROUTE HH
STA. 275+50.00 TO STA. 277+00.00



TYPICAL SECTION EXIST. ROUTE HH
STA. 275+00.00 TO STA. 275+50.00



TYPICAL SECTION EXIST. RAMPS 2 & 4
STA. 0+00.00 TO STA. 13+72.1 RAMP 2
STA. 0+00.00 TO STA. 18+26.04 RAMP 4

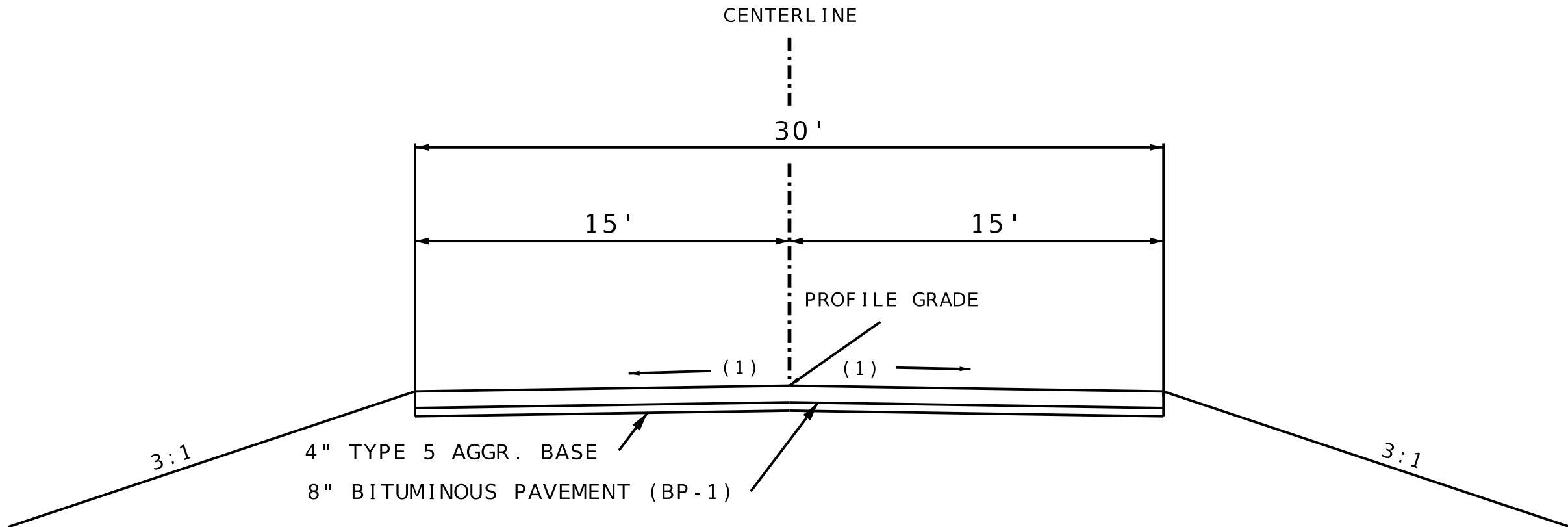
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1745 S. GARRISON AVE., CARTHAGE, MISSOURI 64836 PHONE 417-358-9551
ANDERSON.COM 000062 AC-INC.COM

STATE OF MISSOURI
SEAN LEE
MATLOCK
NUMBER
PE-27183
PROFESSIONAL ENGINEER
THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY.

REVISIONS		DRAWING INFO.			
NO.	DESCRIPTION	BY	DATE	FIELD BY	JOB NUMBER

JASPER COUNTY, MISSOURI
TYPICAL SECTIONS
SEC 16 & 21, T28N, R31W
ROUTE HH & RAMPS

SHEET NUMBER
02



SECTION ON TANGENT
TYPICAL SECTION TEMPORARY BYPASS
STA. 0+11.14 TO STA. 1+57.02

CROSS SLOPE
(1) 2.0%

ANDERSON
ENGINEERING

EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

1745 S GARRISON AVE., CARUTHAGE, MISSOURI 64836 PHONE 417-598-9551
ANDERSON.COM# 00062, AE-INC.COM

STATE OF MISSOURI

SEAN LEE
MATLOCK
NUMBER
PE-27163

PROFESSIONAL ENGINEER

THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY.

REVISIONS		DRAWING INFO.			
NO.	DESCRIPTION	BY	DATE	FIELD BY	
				DRAWN BY	
				CHECK BY	
				DATE	
				FIELD BOOK	
				JOB NUMBER	

JASPER COUNTY, MISSOURI

TYPICAL SECTIONS

SEC 16 & 21, T28N, R31W

TEMPORARY BYPASS

SHEET NUMBER

02

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

REMOVAL OF IMPROVEMENTS					
ROADWAY	STA.	STA.	LOC.	QTY.	DESCRIPTION
ROUTE HH	274+97.13	282+72.71	RT.	1	903' GUARDRAIL
ROUTE HH	274+04.00		RT.	1	MERCY HOSPITAL SIGN AND POST
DR. RUSSELL SMITH WAY	0+01.34	2+87.39	LT.	1	429' GUARDRAIL
ROUTE HH	276+00.00	278+45.13	RT.	1	245' FENCE
ROUTE HH	276+71.00		RT.	1	UTILITY SIGN
ROUTE HH	277+15.49		RT.	1	ASSEMBLY SIGN AND POST
ROUTE HH	278+50.00	281+38.71	LT.	1	516' FENCE
ROUTE HH	279+06.16		42' RT.	1	ASSEMBLY SIGN AND POST
ROUTE HH	279+75.00		33' LT.	1	SIGNAL POST WITH TWO MAST ARMS
ROUTE HH	279+77.00		27' LT	1	STREET SIGN ON MAST ARM
ROUTE HH	279+81.00		33' LT.	1	STREET SIGN ON MAST ARM
ROUTE HH	279+98.04		33' LT.	1	TWO WAY SIGN AND POST
ROUTE HH	280+25.79		25' RT.	1	ASSEMBLY SIGN ON SIGNAL POST
ROUTE HH	280+27.00		25' RT.	1	SIGNAL POST WITH TWO MAST ARMS
ROUTE HH	280+93.49		55' LT.	1	ASSEMBLY SIGN AND POST
ROUTE HH	280+99.45		40' RT.	1	YIELD/DO NOT ENTER SIGN BK TO BK AND POST
ROUTE HH	281+14.34		51' LT.	1	PULL BOX
ROUTE HH	280+32.00		38' RT.	1	670 S. F. CONCRETE ISLAND
ROUTE HH	281+00.00	281+38.71	LT.	1	242' FENCE
ROUTE HH	280+29.01		36' RT.	1	STOP SIGN AND POST
ROUTE HH	28+38.86		43' RT.	1	DO NOT ENTER SIGN AND POSTS
ROUTE HH	278+99.00		128' RT.	1	UTILITY SIGN
ROUTE HH	281+02.00		30' RT.	1	PULL BOX
ROUTE HH	281+31.00		9' RT.	1	PULL BOX
ROUTE HH	281+42.00		1' RT.	1	PULL BOX
ROUTE HH	281+49.00		5' LT.	1	SIGNAL CONTROLLER
ROUTE HH	282+29.59		23' LT.	1	DESTINATION SIGN AND POSTS
ROUTE HH	283+81.56		7' RT.	1	ASSEMBLY SIGN/ONE WAY SIGNS AND POST
EXIST. ROUTE HH	284+28.00		25' LT.	1	100' GUARDRAIL
EXIST. ROUTE HH	284+68.00	285+47.00	117' TO 26' RT.	1	175' GUARDRAIL
ROUTE HH	284+62.17		43' LT.	1	ONE WAY SIGNS AND POST
ROUTE HH	285+21.26		43' LT.	1	GUIDE SIGN AND POSTS
ROUTE HH	285+54.76		30' RT.	1	ASSEMBLY SIGN AND POST
EXIST. ROUTE HH	287+31.00		396' RT.	1	UTILITY SIGN
DR. RUSSELL SMITH WAY	6+15.00		25' LT.	1	SIGNAL AHEAD SIGN
RAMP 4	0+50.00	2+19.00	11' TO 118' LT.	1	36" X 210' CL. III RCP - 2-36" F.E.S.
ROUTE HH	278+65.00	281+18.00	66' RT.	1	36" X 227' CL. III RCP - 2-36" F.E.S.
ROUTE HH	289+57.58		38' LT.	1	ASSEMBLY SIGN AND POST
RAMP 2	9+50.00		19' RT.	1	DESTINATION SIGN AND POSTS
RAMP 2	10+11.49		33' LT.	1	PRECIOUS MOMENTS SIGN AND POSTS
RAMP 2	10+22.65		21' RT.	1	WRONG WAY SIGN AND POSTS
RAMP 2	10+23.59		32' LT.	1	WRONG WAY SIGN AND POSTS
RAMP 2	11+14.67		8' RT.	1	NO PARKING ANY TIME SIGN AND POST
RAMP 2	12+30.84		100' LT.	1	DO NOT ENTER SIGN AND POSTS
RAMP 2	12+49.46		54' LT.	1	STOP SIGN/ONE WAY SIGNS AND POST
RAMP 2	12+50.26		50' LT.	1	DO NOT ENTER SIGN AND POSTS
RAMP 2	12+54.41		53' LT.	1	ASSEMBLY SIGN AND POST
			LUMP SUM	1	

MOBILIZATION
1 LUMP SUM

CONTRACTOR FURNISHED SURVEYING AND STAKING
1 LUMP SUM

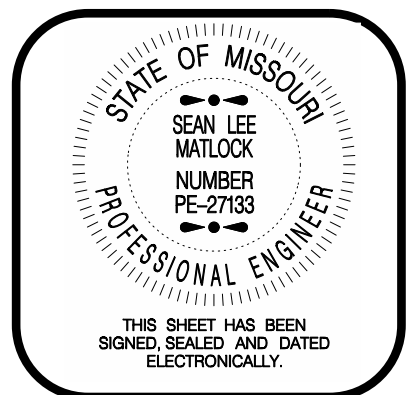
CLEARING & GRUBBING
1 ACRE

ENTRANCES							
STA.	ROUTE	LOCATION	WIDTH (FT.)	RADIUS (FT.)	GRADE (%)	GRAVEL (A) OR CRUSHED STONE (B) TONS	REMARKS
279+01.74	ROUTE HH	LT.	20	10	-9.6	28.6	1.4 TONS/C.Y.
					TOTAL	28.6	
					USE	29	

TRUCK APRON						
STA.	STA.	RTE.	WIDTH (LF)	8" PCCP (SY)	6" TYPE 5 AGGR. (SY)	REMARKS
282+72.71		ROUNDAABOUT	12	471.68	471.68	
			TOTAL	471.68	471.68	
			USE	471.7	472	

PAVEMENT EDGE TREATMENT				
STA.	STA.	LOCATION	(LF)	REMARKS
281+75.55	284+53.05	ROUTE HH LT.	277.5	
278+43.75	285+50.07	ROUTE HH RT.	706.3	
2+91.40	4+06.89	DR. RUSSELL SMITH WAY LT.	115.5	
		TOTAL	1099.3	
		USE	1,099	

SUMMARY OF QUANTITIES
SHEET 1 OF 9



REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	FIELD BY	
				DRAWN BY	
				CHECK BY	
				DATE	
				FIELD BOOK	
				JOB NUMBER	
 COPYRIGHT ANDERSON ENGINEERING, INC., 2022					

JASPER COUNTY, MISSOURI
SUMMARY OF QUANTITIES
SEC 16 & 21, T28N, R31W
ROUTE HH

SHEET NUMBER
03

STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS												
RTE.	STA.	STA.	LOCATION	4" INTERMITTENT WHITE (FT.)	4" SOLID WHITE (FT.)	8" ROUNDAABOUT WHITE (FT.)	6" SOLID WHITE (FT.)	4" SOLID YELLOW (FT.)	6" SOLID YELLOW (FT.)	12" SOLID YELLOW (FT.)	12" SOLID WHITE (FT.)	REMARKS
DR. RUSSELL SMITH WAY												
	0+47.26	1+17.65	RT			35.2						
	0+59.72	7+42.67	LT EOP		683.0							
	0+79.71	7+42.67	RT EOP		663.0							
	0+77.95	1+64.25	RT					86.3				
	0+79.76	1+64.25	RT					84.5				
	0+84.09	1+66.25	CL							176.0		ON 3 SIDES OF ISLAND
	1+64.25	2+32.55	RT					136.6				DOUBLE CENTER LINE
	1+64.25	2+32.55	LT					136.6				DOUBLE CENTER LINE
	2+32.55	7+42.67	CL					1020.2				DOUBLE CENTER LINE
RAMP 4												
	0+67.25	4+46.75	RT EOP				379.5					
	0+82.15	4+46.75	LT EOP						364.6			
ROUTE HH												
	275+00.00	287+07.94	RT EOP		1207.9							
	275+00.00	281+96.94	LT EOP		696.9							
	275+00.00	279+42.18	LT					884.4				DOUBLE CENTER LINE
	275+00.00	279+75.24	RT					950.5				DOUBLE CENTER LINE
	279+42.71	280+15.52	LT	18.2								MERGE LANE
	279+42.71	281+51.92	LT					209.2				
	279+42.71	281+87.00	CL							510.6		ON 3 SIDES OF ISLAND
	279+75.24	281+96.41	RT					221.2				
	280+00.00	282+15.77	RT		215.8							RT TURN LANE
	280+15.52	281+89.00	LT			86.7						MERGE LANE
	281+49.61	282+03.76	LT					54.1				MERGE LANE
	281+89.00	282+22.36	LT		33.4							MERGE LANE
	283+22.42	288+00.00	RT EOP		477.6							
	283+31.47	288+00.00	LT EOP		468.5							
	283+51.96	284+56.00	RT					104.0				
	283+53.01	284+56.00	LT					103.0				
	283+57.00	284+56.00	CL							209.4		ON 3 SIDES OF ISLAND
	284+56.00	288+00.00	LT					688.0				DOUBLE CENTER LINE
	284+56.00	288+00.00	RT					688.0				DOUBLE CENTER LINE
	288+00 BK = 287+76.22 AH EQUATION											
	287+76.22	290+00.00	RT EOP		223.8							
	287+76.22	290+00.00	LT EOP		223.8							
	287+76.22	290+00.00	LT					447.6				DOUBLE CENTER LINE
	287+76.22	288+00.00	RT					47.6				DOUBLE CENTER LINE
	288+00.00	290+00.00	RT		200.0							LT TURN LANE
ROUNDAABOUT												
RTE HH	282+72.71		CL					408.4				AROUND CENTER ISLAND
RTE HH	281+87.27		CL								43.0	SIDE OF ISLAND
RTE HH	281+93.92	281+96.41	CL		61.1							EOP ROUNDAABOUT
RTE HH	283+53.01	283+49.93	CL		47.8							EOP ROUNDAABOUT
RTE HH	282+58.00		CL								32.2	SIDE OF ISLAND
DR.SMITH	0+83.00		CL		52.4							EOP ROUNDAABOUT
DR.SMITH	0+85.23		CL								37.1	SIDE OF ISLAND
RAMP 4	0+83.10		LT		10.0							EOP ROUNDAABOUT
RAMP 2	13+50.32		LT		17.7							EOP ROUNDAABOUT
RTE HH	281+96.41	282+05.50	RT			8.8						
DR.SMITH	0+59.72	0+79.76	LT			20.4						
RTE HH	283+31.47	283+53.01	LT			24.0						
RAMP 2	13+50.33	13+61.00	RT			20.0						
RAMP 2												
	9+30.47	13+47.75	RT EOP				417.3					
	9+30.47	13+50.33	LT EOP						419.9			
	10+21.74	11+72.88	CL					302.3				DOUBLE CENTER LINE
	11+72.88	12+41.36	LT					137.0				DOUBLE CENTER LINE
	11+72.88	12+47.36	RT					149.0				DOUBLE CENTER LINE
	12+41.36	13+61.00	LT-RT					119.6				
	12+41.36	13+57.26	RT					115.9				
	12+41.36	13+73.78	RT							338.3		ON ISLAND SIDES
			TOTAL	18	5283	195	797	7094	784	1234	112	
			USE		5,301	195	797	7,094	784	1,234	112	

STANDARD WATERBONE PAVEMENT MARKING PAINT, TYPE P BEADS (TEMPORARY)							
RTE.	STA.	STA.	LOCATION	4" SOLID WHITE (FT.)	4" SOLID YELLOW (FT.)	PAVEMENT MARKING REMOVAL (LF)	REMARKS
DR. RUSSELL SMITH WAY							
	0+00.00	3+00.00	CENTERLINE		972.34	972.34	DOUBLE YELLOW CENTERLINE
	-0+27.93	0+00.00	CENTERLINE		61.06	61.06	DOUBLE YELLOW CENTERLINE
RAMP 4							
	1+11.67	5+36.23	CENTER RAMP 4		849.12		DOUBLE YELLOW CENTERLINE
EXISTING ROUTE HH							
	275+25.00	289+70.29	CENTER EXIST. HH		2890.58		DOUBLE YELLOW CENTERLINE
	275+25.00	0+70.93	RTE HH RT. TO DRSW RT.	690.7			
	275+25.00	289+70.29	EXIST. CENTERLINE HH			2890.58	EXISTING CENTERLINE RTE HH
	2+33.40	289+70.29	DRSW TO RTE HH RT	1081.7			
TEMPORARY BYPASS							
	0+18.00	1+56.00	TEMPORARY BYPASS		278.00		DOUBLE YELLOW CENTERLINE
			TOTAL	1772	5051	3924	
			USE	1772	5,051	3,924	

SUMMARY OF QUANTITIES
SHEET 4 OF 9

ANDERSON
ENGINEERING
EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
1745 S. GARRISON AVE., CARTHAGE, MISSOURI 64836 PHONE 417-338-9551
ANDERSON CORP. 00062, AC-INC.COM

STATE OF MISSOURI
SEAN LEE
MATLOCK
NUMBER
PE-27163
PROFESSIONAL ENGINEER

THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY.

DRAWING INFO.		REVISIONS		BY		DATE		FIELD BY		DRAWN BY		CHECK BY		DATE		FIELD BOOK		JOB NUMBER	
NO.		DESCRIPTION																	

JASPER COUNTY, MISSOURI

SUMMARY OF QUANTITIES

SEC 16 & 21, T28N, R31W
ROUTE HH

03

SHEET NUMBER

CULVERTS											
STA.	ROUTE	SKEW	GROUP A PIPE 42" (LF)	42" F.E.S. EACH	GROUP A PIPE 48" (LF)	48" F.E.S. EACH	PRECAST CONC. 72" MANHOLE (FT)	CL. 3 EXC. (CY)	CL. 3 EXC. IN ROCK (CY)	ROCK LINING (CY)	REMARKS
2+24.48	RAMP 4	7°20'43" L.A.	194	2				653.0	147.0		
1+18.83	DR. RUSSELL SMITH WAY	16°42'39" L.A.			468	2	6.0	1287.5		18.00	
		TOTAL	194	2	468	2	6	1940.5	147.0	18.00	
		USE	194	2	468	2	6	1941	147.0	18	

CONCRETE PULL BOX, CLASS 2						
PULL BOX	ROUTE	STA.	LOCATION	PULL BOX (EA.)	DRAIN TYPE II (EA.)	REMARKS
1	RTE. HH	280+49.22	41.8' RT.	1	1	
2	DR. RUSSELL SMITH WAY	1+35.41	30.3' RT.	1	1	
3	DR. RUSSELL SMITH WAY	1+35.54	34.1' LT.	1	1	
4	RAMP 4	1+06.43	26.6' RT.	1	1	
5	RTE. HH	283+33.02	71.7' RT.	1	1	
6	RTE. HH	284+15.89	34.5' RT.	1	1	
7	RTE. HH	284+15.18	21.5' LT.	1	1	
8	RTE. HH	280+48.79	36.2' LT.	1	1	
			TOTAL	8	-	

RIGID CONDUIT, CABLE-CONDUIT & POWER CABLE									
FROM	TO	C TO C DISTANCE (FT.)	CONDUIT W/#14 TRACER WIRE			1C #8 AWG. POWER CABLE (FT.)	2C #8 AWG W/1 BARE NUETRAL WIRE 1" CABLE-CONDUIT (FT.)	CABLE-CONDUIT TRENCHING TYPE I (FT.)	REMARKS
			2" TRENCHED (FT.)	4" TRENCHED (FT.)	4" PUSHED (FT.)				
PWR	CONT	191	197			621			
CONT	PB1	11		28					2-4" TRENCHED CONDUIT
PB2	PB3	64			62				
PB4	PB5	34			32				
PB6	PB7	56			54				
PB1	PB8	78			76				
CONT	PB1	11					24		CIRCUIT 1
PB1	LT1	150					175	150	CIRCUIT 1
LT1	LT2	151					175	151	CIRCUIT 1
PB2	LT3	136					160	72	CIRCUIT 1
LT3	LT4	103					130	69	CIRCUIT 1
LT4	PB7	116					139	60	CIRCUIT 1
PB7	LT5	80					95	80	CIRCUIT 1
PB7	LT6	77					92	77	CIRCUIT 1
CONT	PB1	11					24		
PB1	LT7	133					151	133	CIRCUIT 2
PB1	LT8	192					219	114	CIRCUIT 2
LT8	LT9	186					205	186	CIRCUIT 2
		TOTAL	197	28	224	621	1589	1092	
		USE	200	30	230	620	1590	1092	

BASE MOUNTED CONTROL STATION			
STA.	ROUTE	LOCATION	BASE MOUNTED CONTROL STATION (240 VOLT) (EA.)
280+61.03	RTE. HH	43.2' RT.	1
		TOTAL	1

SUMMARY OF QUANTITIES
SHEET 6 OF 9

ANDERSON
ENGINEERING

EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING

1745 S. GARRISON AVE., CARTHAGE, MISSOURI 64836 PHONE 417-338-9551
ANDERSON CORP. 000062, AC-INC.COM

STATE OF MISSOURI

SEAN LEE
MATLOCK
NUMBER
PE-27683

PROFESSIONAL ENGINEER

THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY.

REVISIONS		DRAWING INFO.					
NO.	DESCRIPTION	BY	DATE	FIELD BY	DRAWN BY	CHECK BY	JOB NUMBER

JASPER COUNTY , MISSOURI

SUMMARY OF QUANTITIES

SEC 16 & 21, T28N, R31W

ROUTE HH

SHEET NUMBER

03

TEMPORARY PAVEMENT *								
STA.	STA.	RTE.	WIDTH (LF)	BP-1 PMBP 1.948 TON/CY (TONS)	6.25" PMBB 1.943 TON/CY (TONS)	4" TYPE 5 AGGR. (SY)	TACK COAT .08 GAL/SY (GAL)	REMARKS
279+25.00	282+00.00	ROUTE HH	31.1	411.26			76.02	TEMPORARY WEDGE
282+00.00	282+03.40	ROUTE HH	VARIES	9.97			0.93	TEMPORARY WEDGE
282+03.40	282+62.10	ROUTE HH	VARIES	94.11			11.53	TEMPORARY WEDGE
282+62.10	283+10.60	ROUTE HH	VARIES	34.91			9.18	TEMPORARY WEDGE
283+10.60	283+30.00	ROUTE HH	VARIES	4.60			5.00	TEMPORARY WEDGE
284+00.00	284+60.00	ROUTE HH TO RAMP 2	12	7.57	26.98	80.00		TEMPORARY PAVEMENT (8")
0+18.00	1+56.00	TEMPORARY BYPASS	30	53.67	191.21			
* SEE TRAFFIC CONTROL SHEETS AND X-SECTIONS			TOTAL	616.09	218.20	80.00	102.67	
			USE	616.1	218.2	80	103	

TEMPORARY SEEDING
1.2 ACRE
SEEDING - COOL SEASON MIXTURES
4.9 ACRES
ADDITIONAL MOBILIZATION FOR SEEDING
3 EACH
MULCHING
6.1 ACRE

PAVED DITCH									
STA.	STA.	LOCATION	DEPTH (FT)	BOTTOM WIDTH (FT)	LENGTH (LF)	INSLOPE	BACKSLOPE	AREA (SY)	REMARKS
1+57.76	1+72.15	DR. RUSSELL SMITH WAY LT.	2	VARIES	15.9	3:1	3:1	23.21	
1+72.15	1+78.33	DR. RUSSELL SMITH WAY LT., RAMP 4 RT.	2	8	42.7	3:1	3:1	96.24	
1+78.33	2+15.67	RAMP 4 RT.	2	VARIES	VARIES	3:1	3:1	17.8	
2+12.71	2+34.19	RAMP 4 RT.	2	VARIES	VARIES	3:1	3:1	38.59	
2+34.19	2+56.20	RAMP 4 RT.	2	8	22.1	3:1	3:1	50.60	
1+74.31	2+09.08	DR. RUSSELL SMITH WAY LT.	2	8	24.0	3:1	3:1	56.83	
285+81.52	285+90.11	ROUTE HH RT.	1	VARIES	VARIES	3:1	3:1	24.84	
285+90.11	286+11.21	ROUTE HH RT.	1	VARIES	20.9	5.3:3	3:1	51.33	
286+11.21	286+46.60	ROUTE HH RT.	1	8	35.4	3:1	3:1	57.82	
		RAMP 4 LT.	1	8	10.0	3:1	3:1	14.05	
							TOTAL	431.31	
							USE	432	

8" CONCRETE PAVEMENT (NON-REINF)						
STA.	STA.	RTE.	WIDTH (LF)	8"PCCP (SY)	6" TYPE 5 AGGR. (SY)	REMARKS
282+72.71		ROUNDBOUT		962.11	962.11	INFIELD
			TOTAL	962.11	962.11	
			USE	962.1	962	

SUMMARY OF QUANTITIES
SHEET 7 OF 9

ANDERSON
ENGINEERING

EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
1745 S GARRISON AVE., CARTHAGE, MISSOURI 64836 PHONE 417-358-9551
ANDERSON CO.# 00062, AC-INC.COM

STATE OF MISSOURI
SEAN LEE
MATLOCK
NUMBER
PE-27683
PROFESSIONAL ENGINEER
THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY.

REVISIONS		DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE
		FIELD BY	
		DRAWN BY	
		CHECK BY	
		DATE	
		FIELD BOOK	
		JOB NUMBER	

JASPER COUNTY, MISSOURI

SUMMARY OF QUANTITIES

SEC 16 & 21, T28N, R31W
ROUTE HH

SHEET NUMBER

03

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

EROSION CONTROL							
STA.	STA.	RTE.	LOCATION	SILT FENCE (LF)	ROCK DITCH CHECK (LF)	SEDIMENT REMOVAL (CY)	REMARKS
274+97.40	281+58.21		LT W HH	709		7	
274+97.41	281+72.21		LT W HH	726		7	
1+07.24			RT DRSW		17	1	
1+24.53			RT DRSW		17	1	
1+11.98	3+09.68		RT DRSW	243		3	
3+37.65			RT DRSW		17	1	
1+04.72	3+83.03		RT DRSW	326		3	
1+83.24	4+33.79		RT DRSW	414		4	
277+27.80	281.82.04		RT W HH	510		5	
279+29.56	282+41.61		RT W HH	381		4	
2+15.67			LT DRSW		17	1	
4+60.61			LT DRSW		20	1	
0+76.28	2+40.59		LT DRSW	147		1	
0+99.84	2+20.97		LT DRSW	96		1	
9+26.46	12+29.87		LT Ramp 2	283		3	
9+91.22	12+10.29		LT Ramp 2	216		2	
6+52.06			LT DRSW		20	1	
2+35.18			RT Ramp 4		17	1	
3+96.26			RT Ramp 4		17	1	
0+85.94	2+30.33		RT Ramp 4	147		2	
1+24.02	2+40.03		RT Ramp 4	93		1	
2+30.33			RT Ramp 4		17	1	
3+08.38			LT ramp 4		17	1	
4+18.48			LT ramp 4		17	1	
283+48.54			RT E HH		6	1	
283+62.44			RT E HH		6	1	
283+76.54			RT E HH		6	1	
283+90.77			RT E HH		6	1	
284+05.06			RT E HH		6	1	
284+19.80			RT E HH		6	1	
284+35.00			RT E HH		6	1	
284+50.11			RT E HH		6	1	
284+64.92			RT E HH		6	1	
284+79.47			RT E HH		6	1	
284+94.03			RT E HH		6	1	
285+08.03			RT E HH		6	1	
285+22.80			RT E HH		6	1	
			TOTAL	4291	271	67	

EARTHWORK							
STAGE	STA.	STA.	UNCLASSIFIED EXCAVATION (C.Y.)	COMPACTING EMBANKMENT (C.Y.)	EMBANKMENT IN PLACE (C.Y.)	COMPACTING IN CUT (STA.)	REMARKS
STAGE 1-TEMP. BYPASS	0+11	1+57	1,139	991	695	0.0	EXCAVATES DITCH 283+00 TO 283+70 ALSO SHOWN IN STG 2 CONST.
STAGE 2-EX HH SOUTH AND DRSW	277+50	283+70	16,238	14,120	23,166	9.9	SEE STAGE 1 NOTE. SOUTH SIDE OF EX HH MOVE 5050 CY EX FROM STAGE 4 AND 5 FROM EOS EAST SIDE RAMP 2
STAGE 3-EX HH SOUTH AND RAMP4	283+70	285+70	4,072	3,541	2,049	4.0	FINISHING SOUTH SIDE OF EX HH
STAGE 4-EX HH NORTH AND RAMP2	280+00	284+00	9,845	8,560	0	3.0	NORTH SIDE OF EX HH
STAGE 5-EX HH NORTH TIE-INS	277+50	285+70	827	719	0	0.0	TIE IN AREAS TO EXISTING HH ON WEST BOUND LANES
							EMBANKMENT FROM STAGE 2 PLUS BYPASS REMOVAL NOT REALIZED UNTIL SOUTH OF EX HH IS COMPLETE
TOTALS			32,121	27,931	25,910	16.9	

EROSION CONTROL BLANKET						
STA.	STA.	ROUTE	TYPE 2B (SY)	TYPE 2C (SY)	TYPE 2D (SY)	REMARKS
277+49.43	278+91.66	RTE HH LT		566.3		
279+11.66	9+30.47	RTE HH LT/RAMP 2 RT		3918.3		
277+49.66	279+20.24	RTE HH RT			840.2	
279+20.24	5+31.22	RTE HH RT/DRSW RT		4120.0		
0+61.88	7+10.00	DRSW LT		3249.8		
0+69.68	4+46.65	RAMP 4 RT		2782.7		
0+86.16	4+46.99	RAMP 4 LT		2698.8		
283+21.45	288+35.96	RTE HH RT		4079.1		
9+30.47	13+47.10	RAMP 2 LT	3009.1			
283+24.84	285+73.00	RTE HH LT		1873.8		
		TOTAL USE	3009.1 3009	23288.8 23289	840.2 840	

TYPE A GUTTER					
STA.	STA.	ROUTE & LOCATION	CONCRETE GUTTER TYPE A (LF)	4" TYPE 5 AGGR. (SY)	REMARKS
279+00.83	279+50.84	ROUTE HH RT.	44.87	15.0	
279+30.36	279+61.49	ROUTE HH LT.	38.45	12.8	
280+92.99	281+33.32	ROUTE HH RT.	59.16	19.7	
281+28.63	281+70.94	ROUTE HH LT.	57.84	19.3	
283+78.53	284+15.52	ROUTE HH LT.	64.70	21.6	
283+79.49	283+98.91	ROUTE HH RT.	29.58	9.9	
12+14.55	12+54.75	RAMP 2 RT.	55.81	18.6	
2+12.35	2+50.84	RAMP 4 RT.	73.22	24.4	
2+46.82	2+93.30	DR. RUSSELL SMITH WAY LT.	48.48	16.2	
		TOTAL	472.1	157.4	
		USE	472	157	

SUMMARY OF QUANTITIES
SHEET 8 OF 9

ANDERSON ENGINEERING
EMPLOYEE OWNED

ENGINEERS • SURVEYORS • LABORATORIES • DILLING
1745 S. GARFIELD AVE. • CARPENTERS • MISSOURI 44880 • PHONE 417-238-9551
ANDERSON-EMP 000002 • A/E-INC.COM

STATE OF MISSOURI

SEAN LEE
MATLOCK

NUMBER
PE-27133

PROFESSIONAL ENGINEER

THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY.

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	FIELD BY	
				DRAWN BY	
				CHECK BY	
				DATE	
				FIELD BOOK	
				JOB NUMBER	

SHEET NUMBER

03

JASPER COUNTY, MISSOURI

SUMMARY OF QUANTITIES

SEC 16 & 21, T28N, R31W

ROUTE HH

RIGHT OF WAY LIMITS FOR THIS PROJECT
EXTEND FROM STA. 276+00.00 TO STA. 278+76.1
ROUTE HH, A DISTANCE OF 0.052 MILES. STA. 278+50.00
TO STA. 281+38.7 ROUTE HH, A DISTANCE OF 0.055 MILES.
STA. 860+14.00 TO STA. 867+80.2 EXIST. ROUTE 1-49,
A DISTANCE OF 0.145 MILES.

SECTION LINE

①
JONDON REAL ESTATE HOLDINGS LLC

SW 1/4 - SW 1/4
SEC. 16-T28N-R31W

NW 1/4 - NW 1/4
SEC. 21-T28N-R31W

**BEGINS AT A POINT APPROX. 499.77' WEST
AND 1.15' SOUTH OF THE NORTHWEST CORNER
OF THE NORTHWEST CORNER SECTION 21 T28N R31W**

BEGIN PROJECT
STA. 275+00.00 ROUTE
STA. 275+00.00 EXIST. R
MATCH EXISTING

275

EXIST. ~~R/W~~

STA. 276+00.00
80' & 90'

NEW

STA. 277+00.00
90'

277+00.00

SHEET NUMBER

JASPER COUNTY, MISSOURI

PLANS

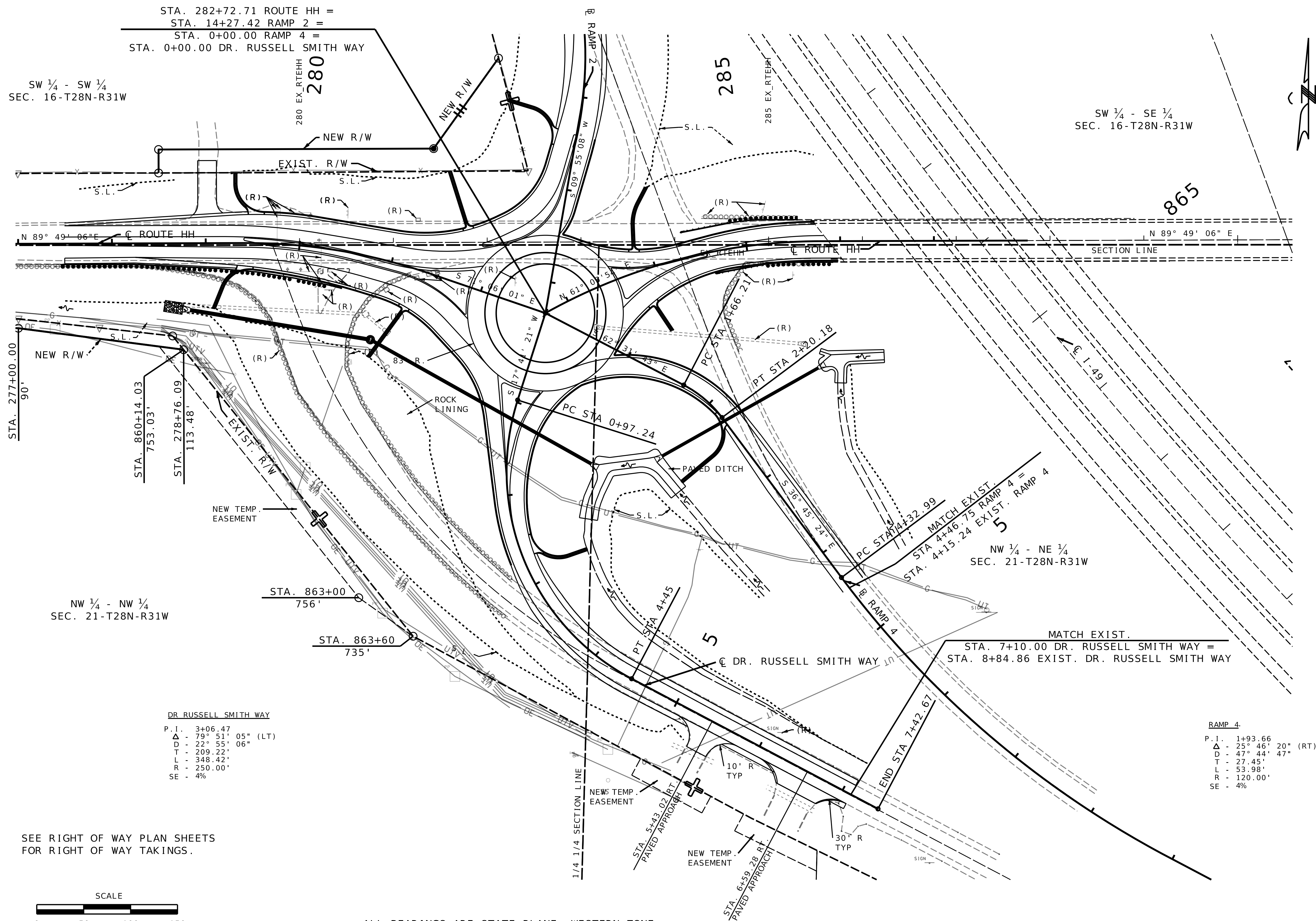
SEC 16 & 21, T28N, R31W
ROUTE HH

REVISONS			DRAWING INFO.	
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STATE OF MISSOURI

SEAN LEE
MATLOCK

NUMBER
PE-27133

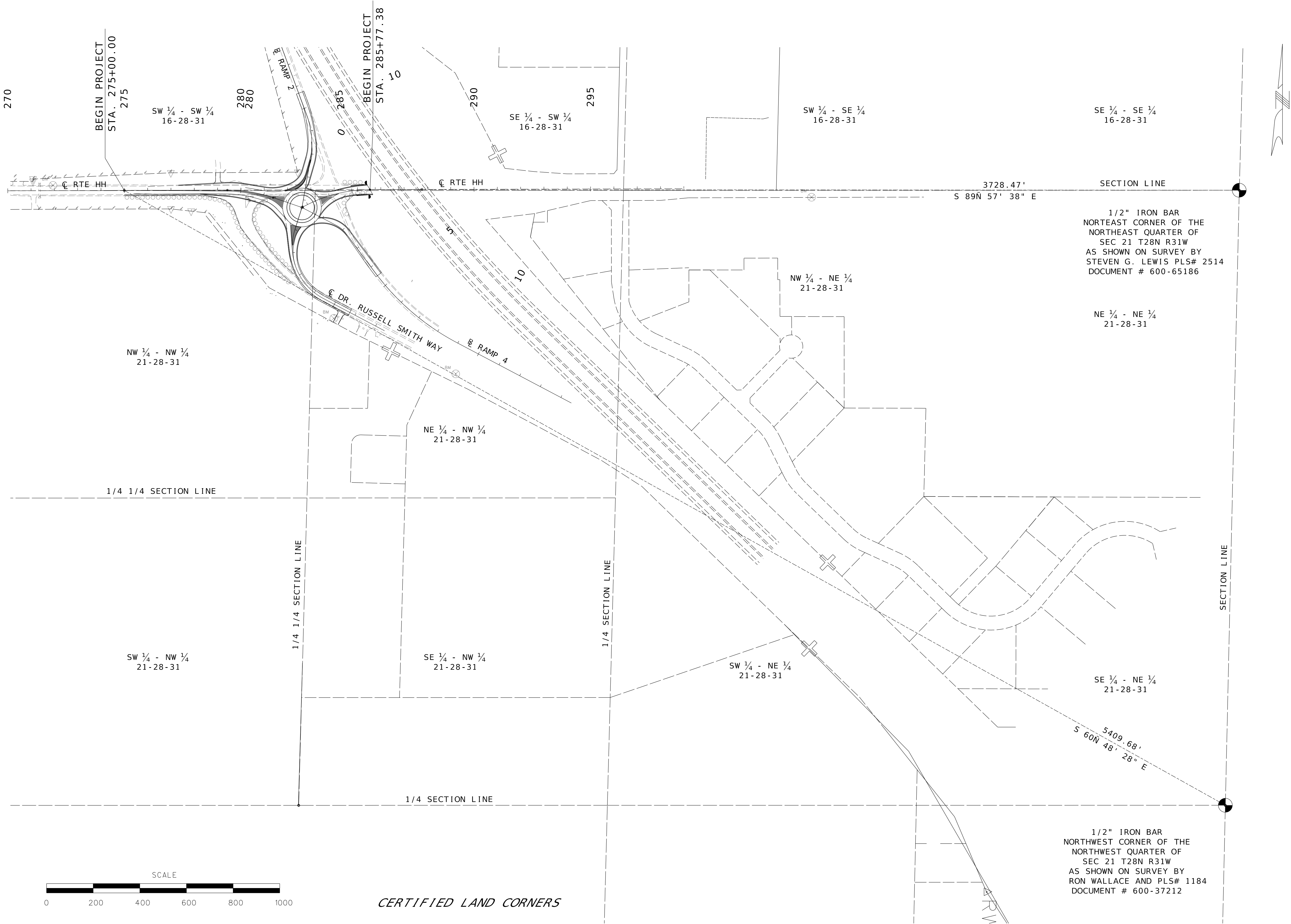
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				CHECK BY	
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JASPER COUNTY, MISSOURI
PLANS
SEC 21, T28N, R31W
ROUTE HH

SHEET NUMBER
07



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STATE OF MISSOURI
SEAN LEE
MATLOCK
NUMBER
PE-27183
PROFESSIONAL ENGINEER

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				JOB NUMBER	

JASPER COUNTY, MISSOURI

PLANS

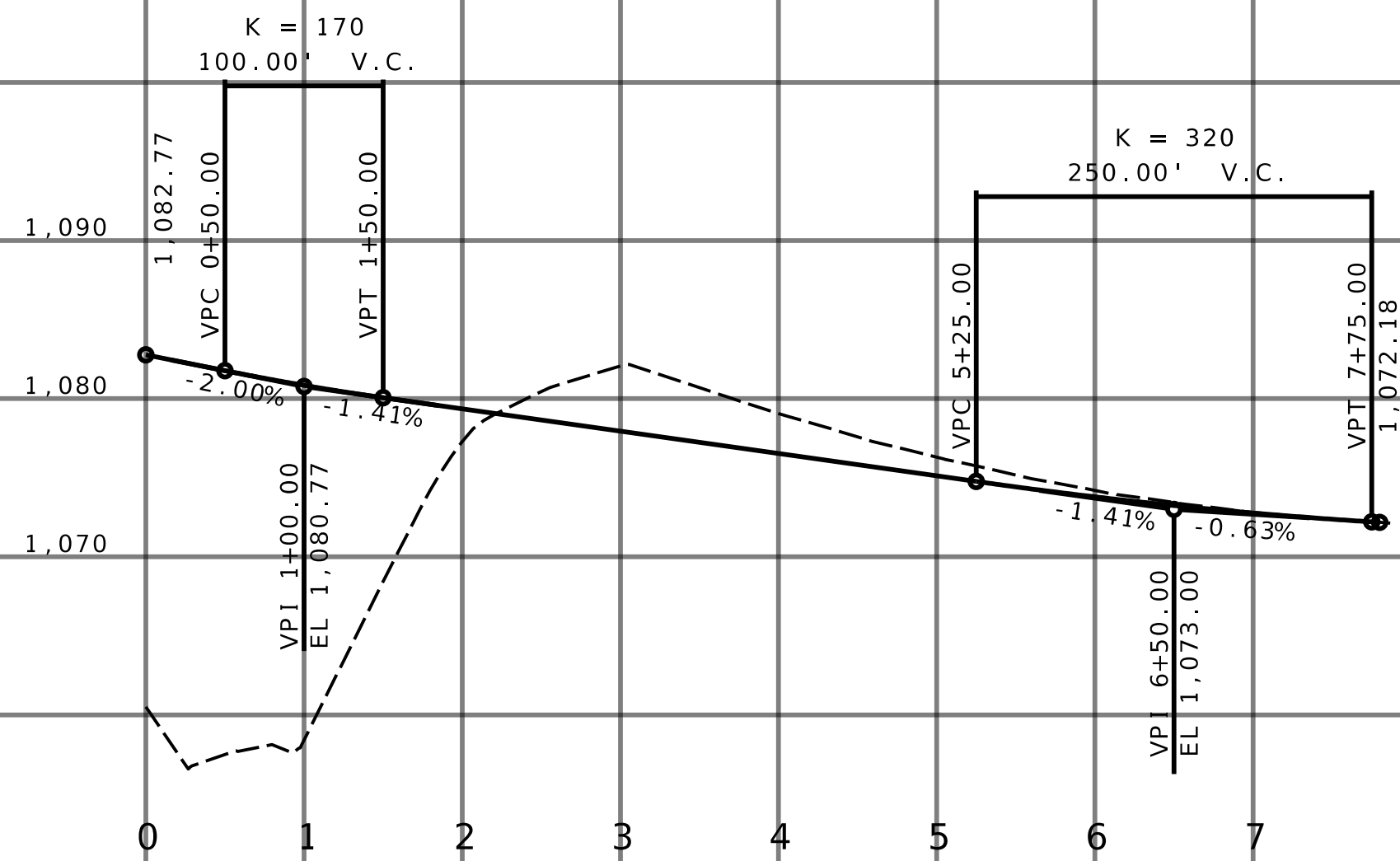
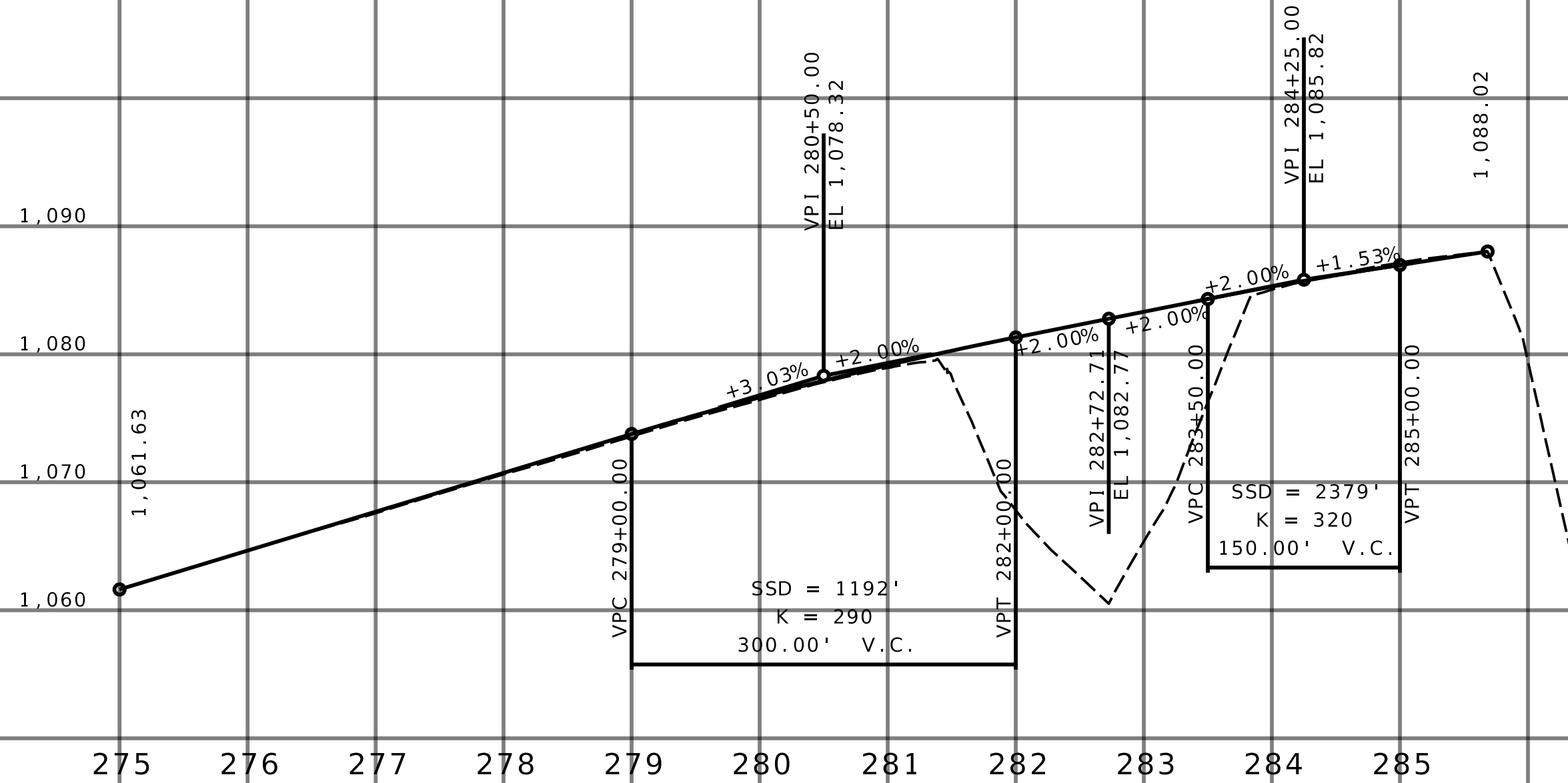
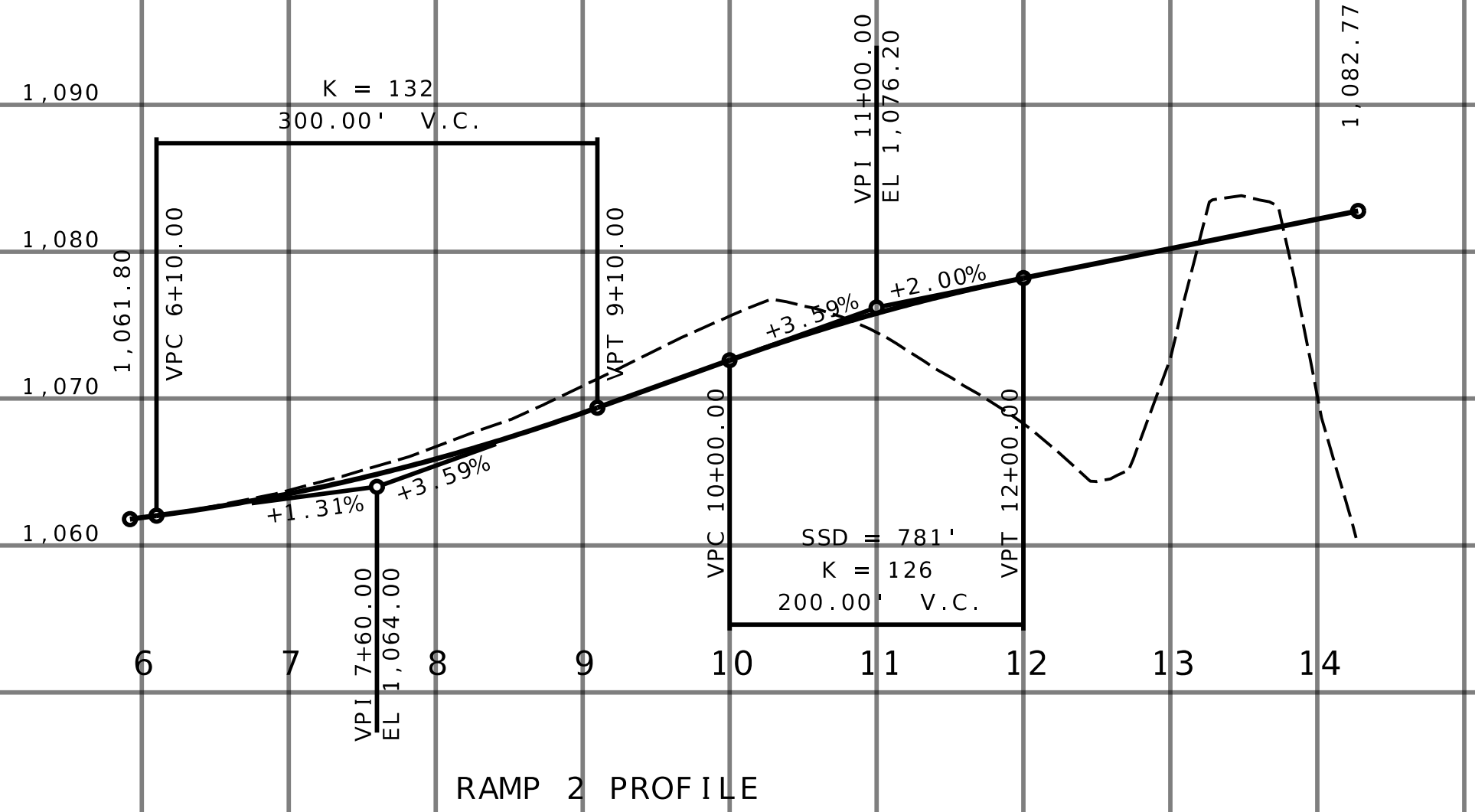
SEC 21, T28N, R31W
ROUTE HH

SHEET NUMBER

08

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

SCALE:
HORIZONTAL 100'
VERTICAL 10'



ROUTE HH & RAMP
PROFILES
SHEET 1 OF 3

REVISIONS		DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE

SHEET NUMBER

09

JASPER COUNTY , MISSOURI

PROFILES

SEC 16 & 21, T28N, R31W

ROUTE HH, RAMP5 2 & 4

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ANDERSON CORP 00062, AC-INC.COM

STATE OF MISSOURI

SEAN LEE MATLOCK

REGISTERED PROFESSIONAL ENGINEER

NUMBER 183

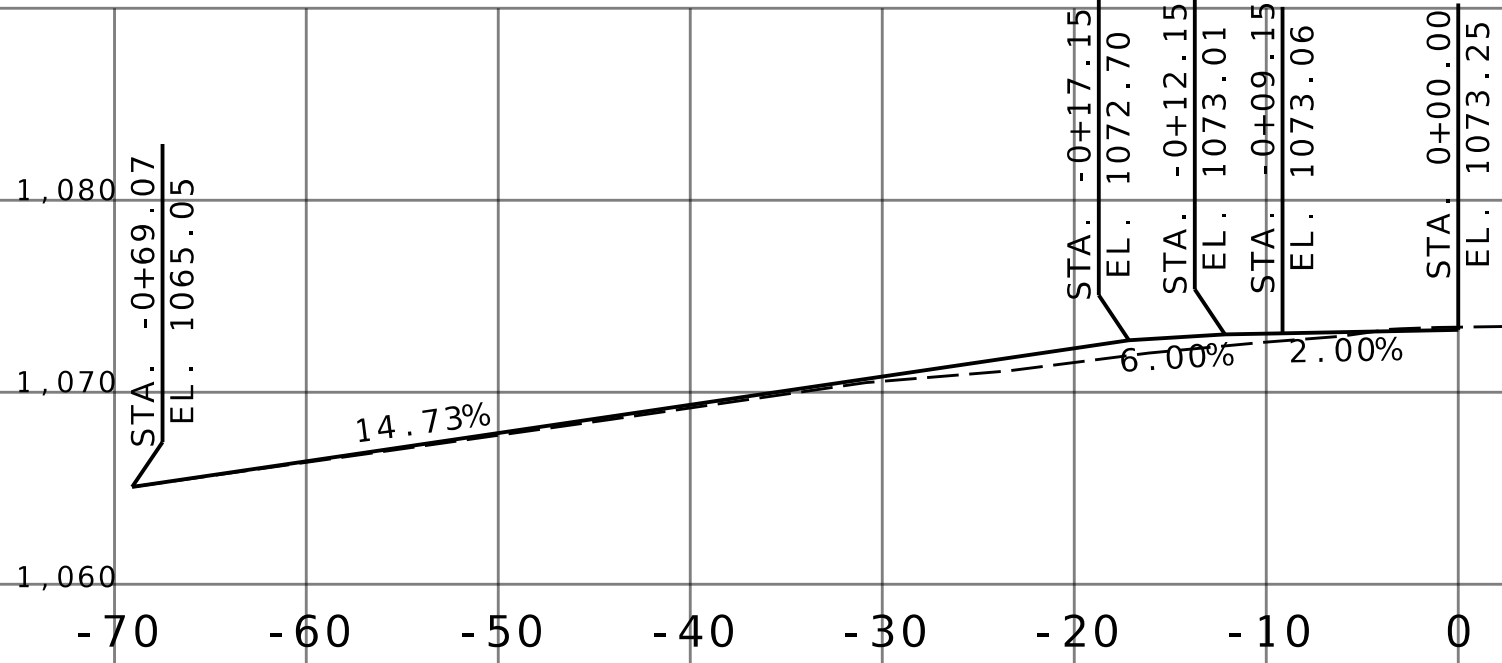
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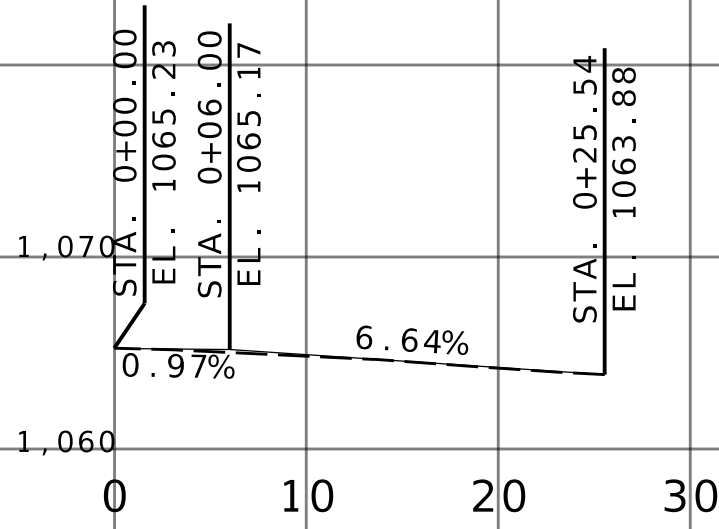


DR. RUSSELL SMITH WAY			
PROFILES			
SHEET 2 OF 3			

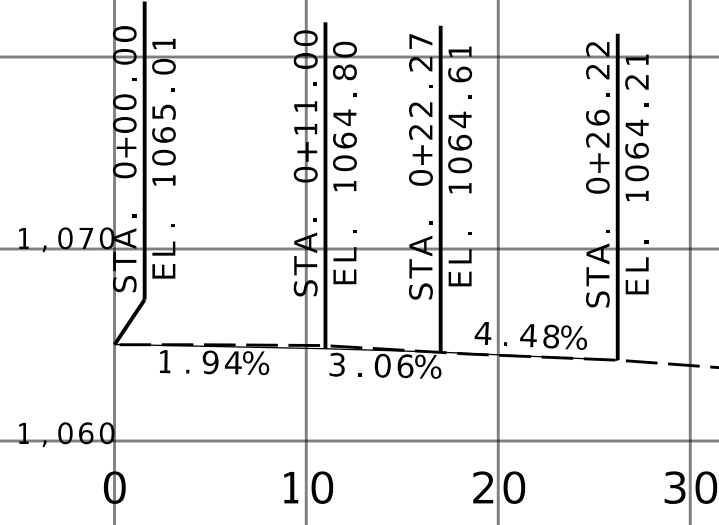
SCALE:
HORIZONTAL 10'
VERTICAL 10'



ROUTE HH
STA. 279+01.66 LT.
GRAVEL ENTRANCE
20' WIDE
NO PIPE



DR. RUSSELL SMITH WAY
STA. 5+42.28 RT.
8" PAVED APPROACH
23' WIDE
NO PIPE



DR. RUSSELL SMITH WAY
STA. 6+58.00 RT.
8" PAVED APPROACH
48' WIDE
NO PIPE

ENTRANCE PROFILES
SHEET 3 OF 3

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STATE OF MISSOURI

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JASPER COUNTY, MISSOURI

ENTRANCE PROFILES

SEC 16 & 21, T28N, R31W

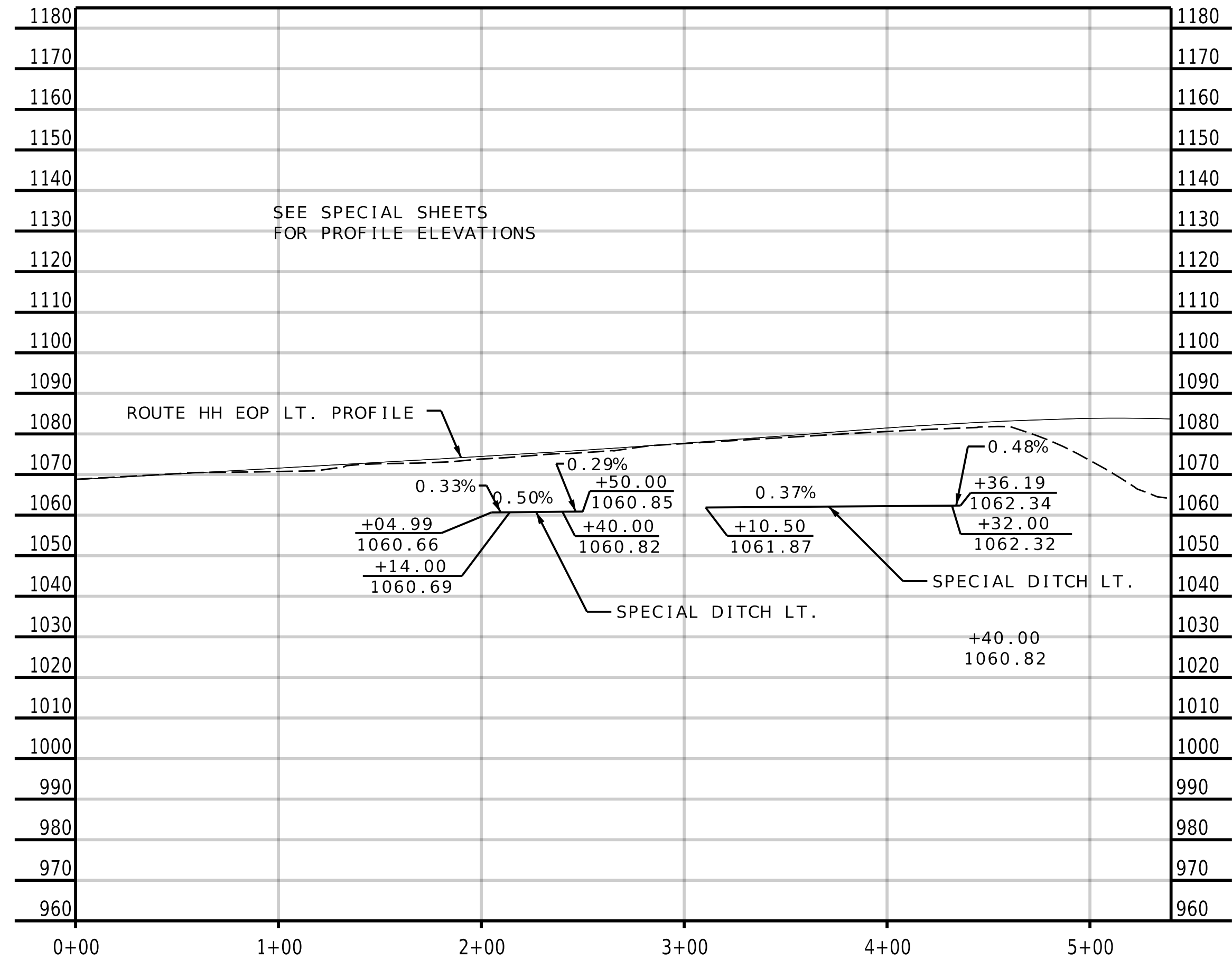
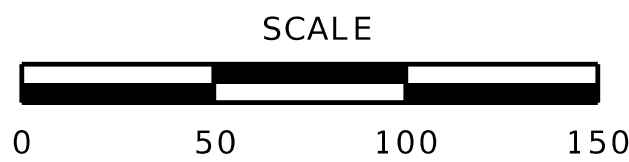
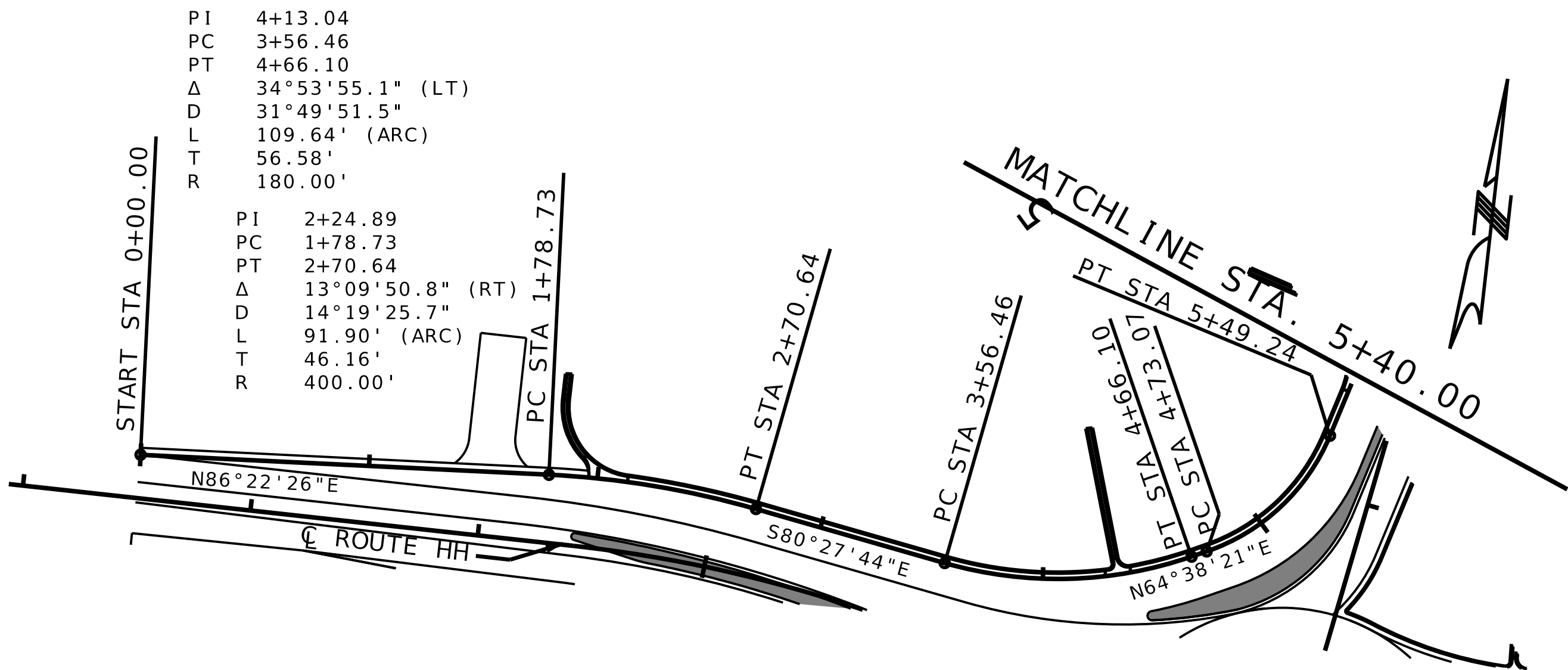
ROUTE HH

SHEET NUMBER

11

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STATE OF MISSOURI

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MATLOCK
NUMBER
PE-27163

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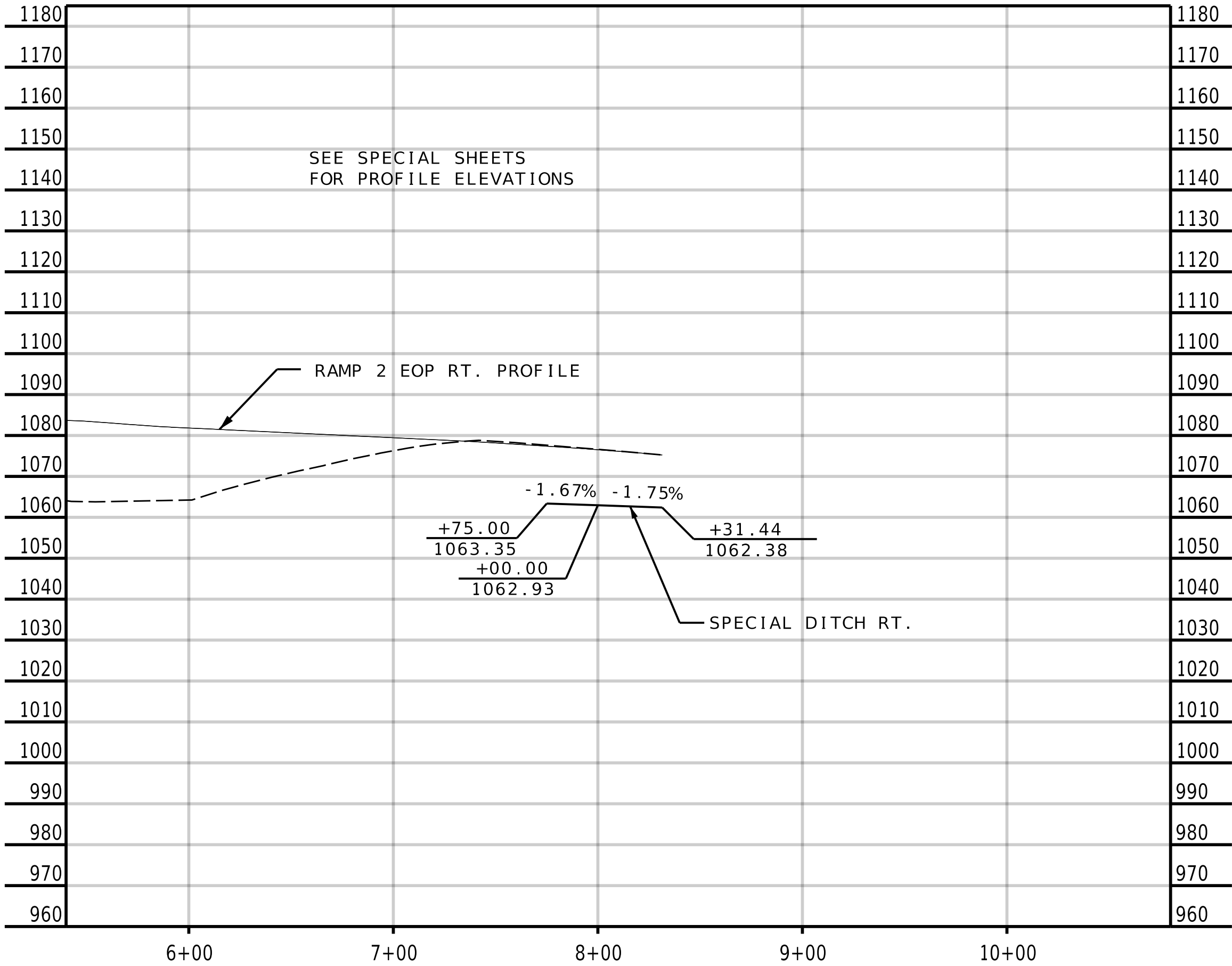
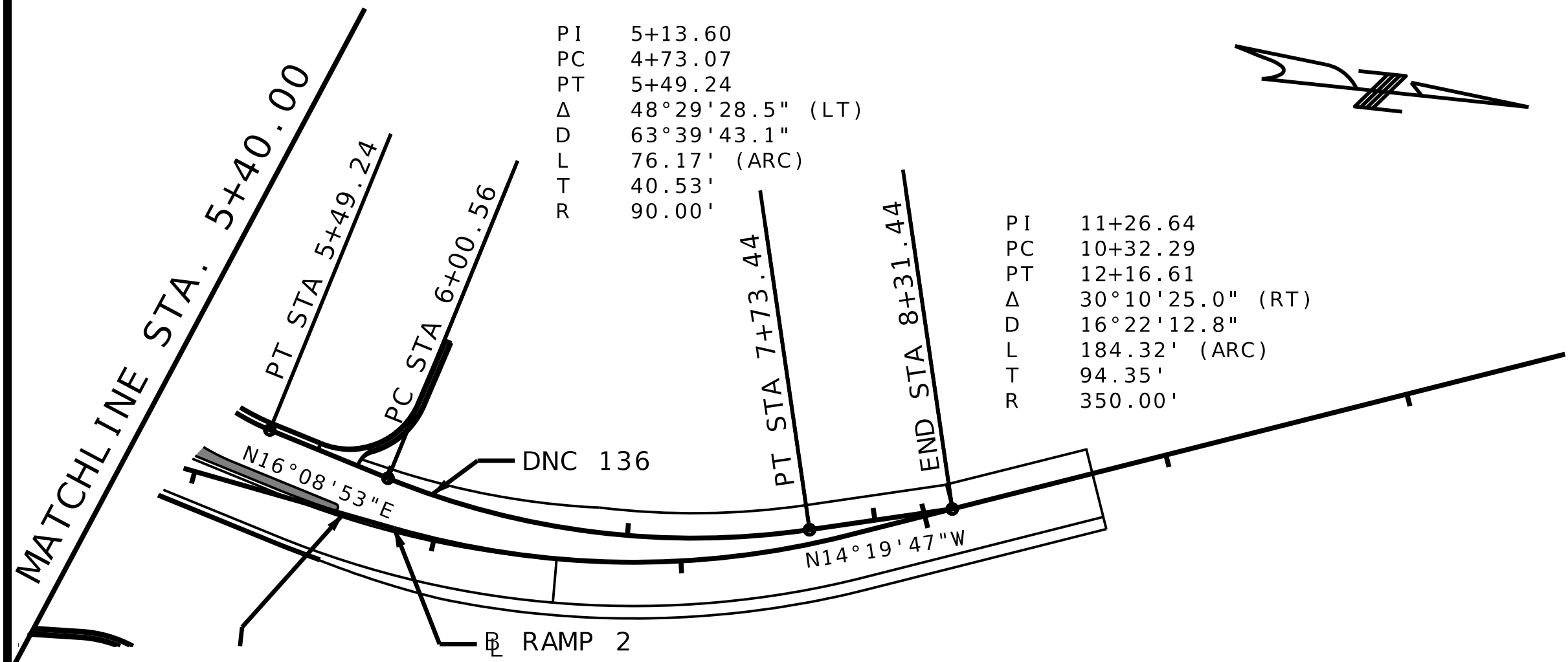
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JASPER COUNTY, MISSOURI

EOP & SPECIAL DITCH PROFILES

SEC 16 & 21, T28N, R31W
ROUTE HH

SHEET NUMBER
12



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STATE OF MISSOURI

SEAN LEE
MATLOCK
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JASPER COUNTY, MISSOURI

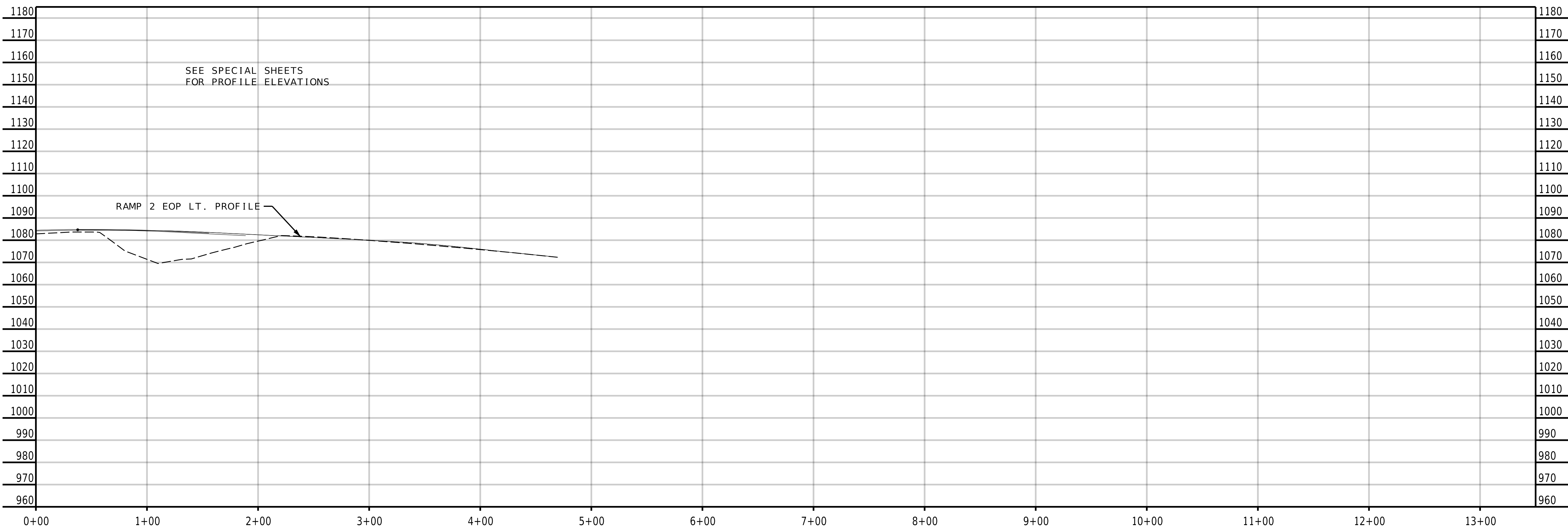
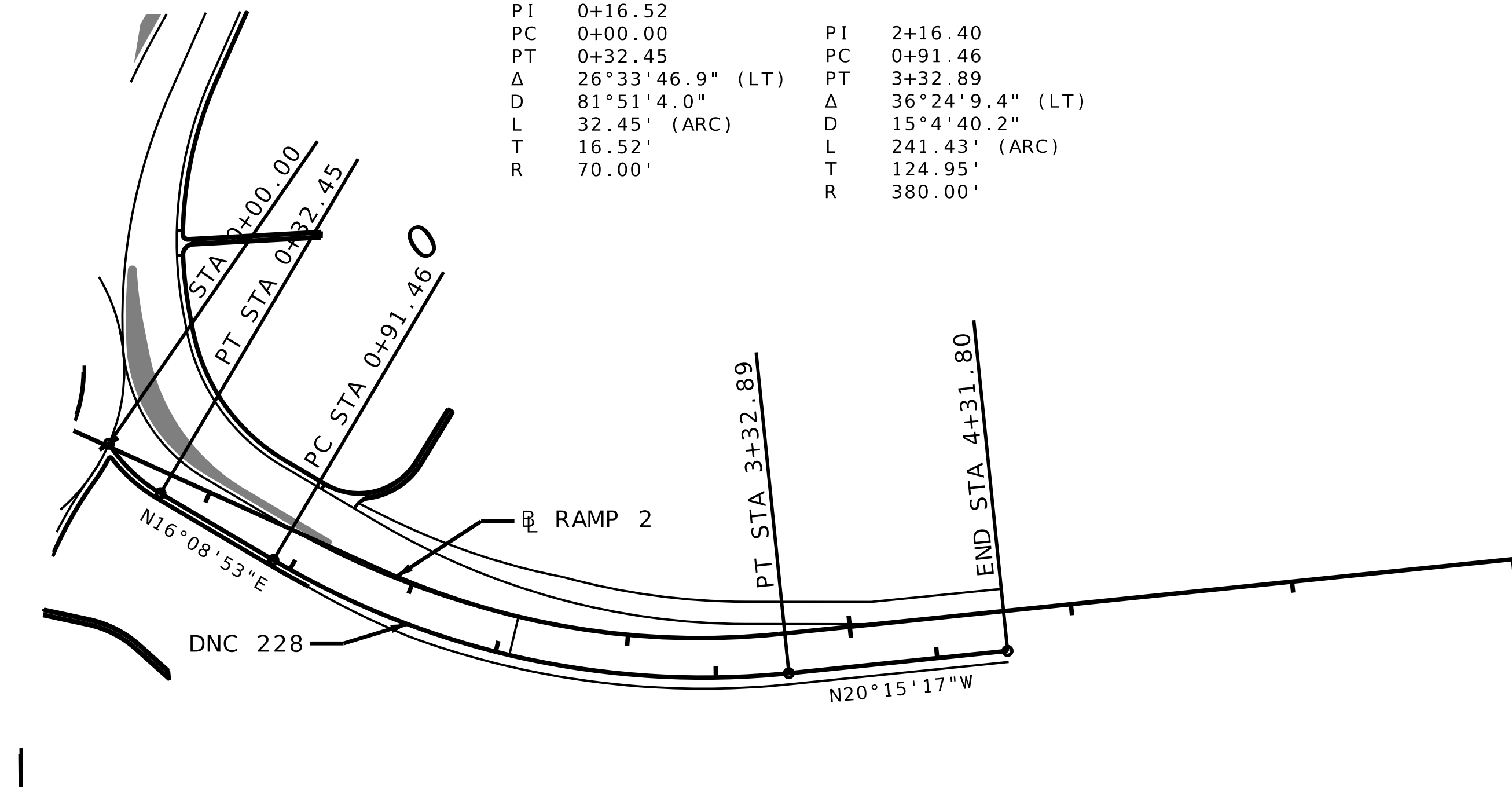
EOP & SPECIAL DITCH PROFILES

SEC 16 & 21, T28N, R31W

RAMP 2

SHEET NUMBER

13



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STATE OF MISSOURI

SEAN LEE
MATLOCK
NUMBER
PE-57163

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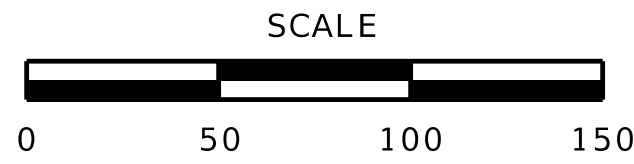
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	BY	DATE	FIELD BY	DRAWN BY	CHECK BY
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SHEET NUMBER
14

JASPER COUNTY, MISSOURI
EOP & SPECIAL DITCH PROFILES

SEC 16 & 21, T28N, R31W
RAMP 2



ROUTE HH & DR. RUSSELL SMITH WAY EOP RT. PROFILE -

SPECIAL DITCH RT.

PI	6+72.51
PC	5+36.10
PT	7+87.63
Δ	55°0'22.3" (LT)
D	21°52'7.0"
L	251.53' (ARC)
T	136.41'
R	262.00'

PI	4+09.23
PC	3+70.72
PT	4+45.24
Δ	35°34'50.9" (RT)
D	47°44'47.3"
L	74.52' (ARC)
T	38.51'
R	120.00'

PI	3+00.44	
PC	2+62.98	
PT	3+36.18	
Δ	29°57'27.0"	(RT)
D	40°55'32.0"	
L	73.20'	(ARC)
T	37.46'	
R	140.00'	

PI	1+73.83
PC	1+00.30
PT	2+46.75
Δ	12°54'33.7" (RT)
D	8°48'53.0"
L	146.45' (ARC)
T	73.54'
R	650.00'

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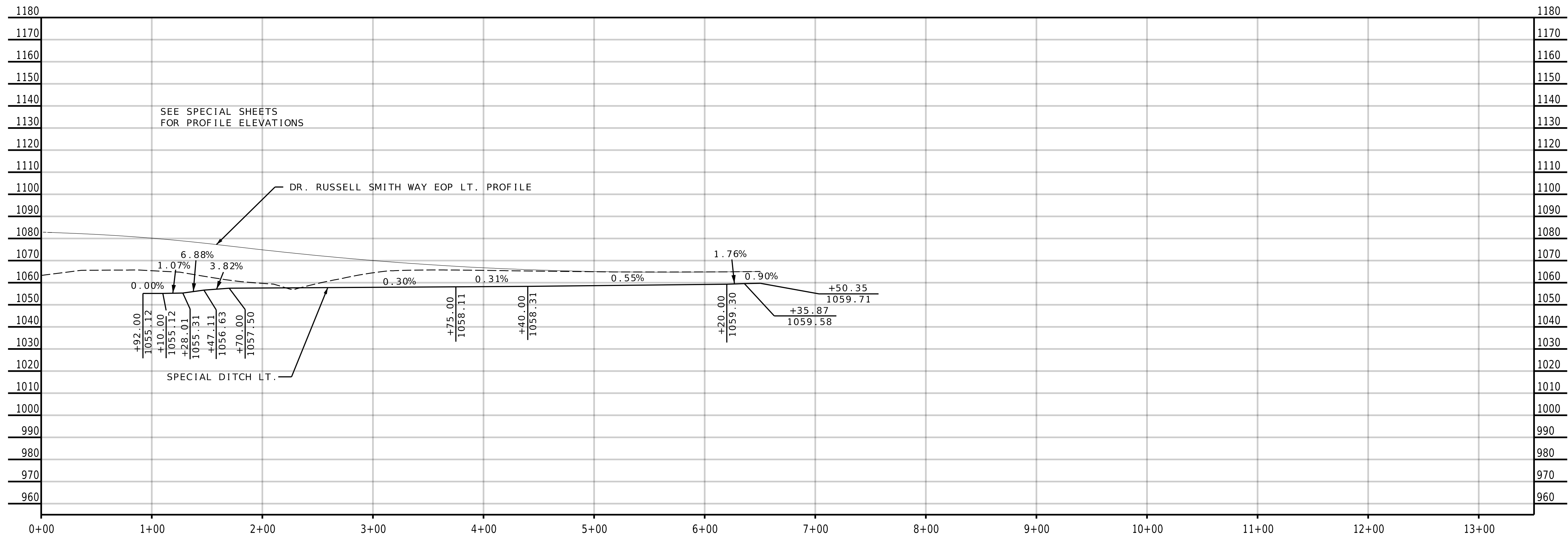
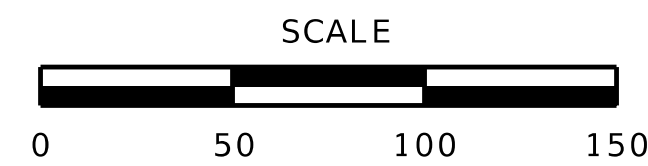
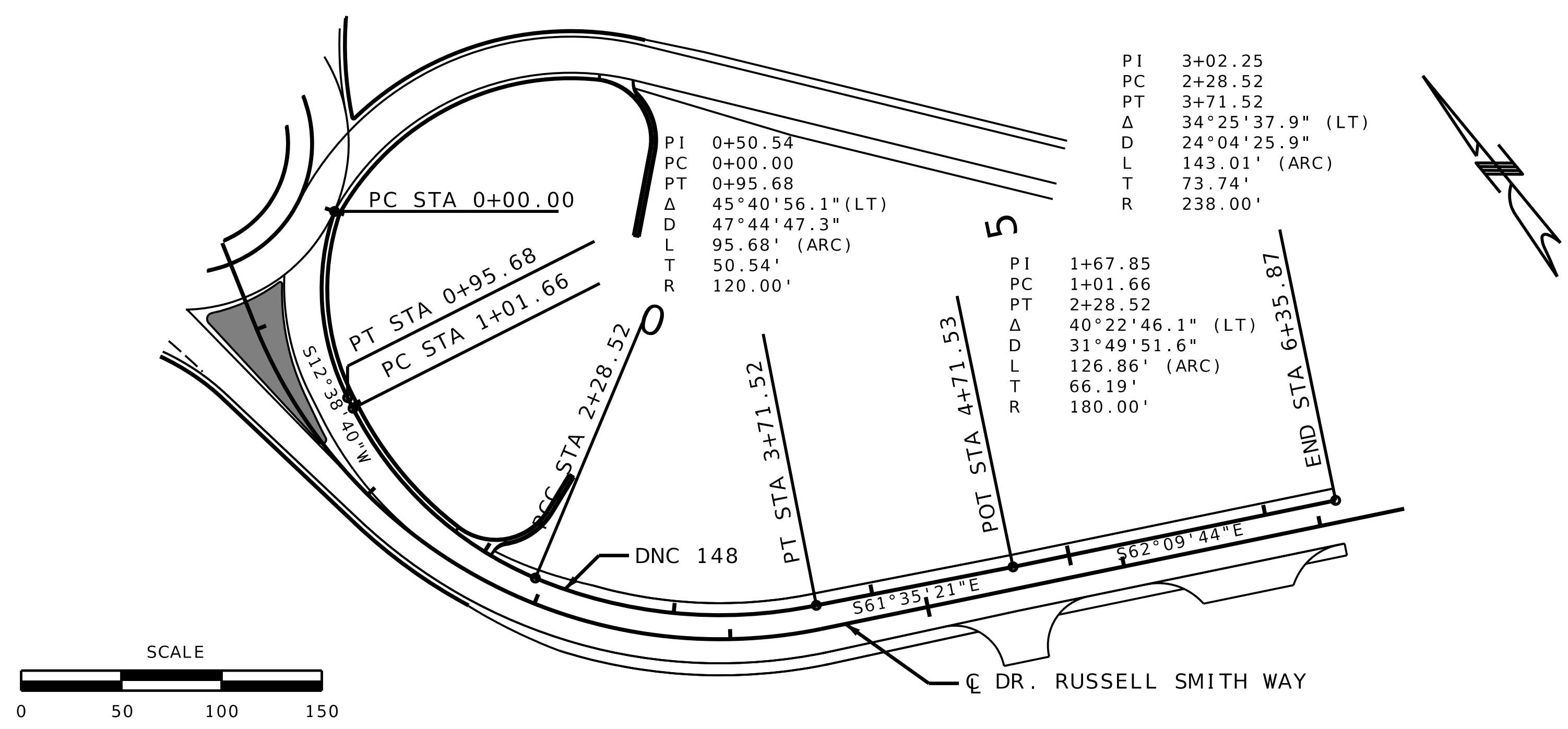
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SEC 16 & 21, T28N, R31W
ROUTE HH & DR. RUSSELL SMITH WAY

15



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ANDERSON CORP 000062, AE-INC.COM

STATE OF MISSOURI
SEAN LEE
MATLOCK
NUMBER
PE-27163
PROFESSIONAL ENGINEER

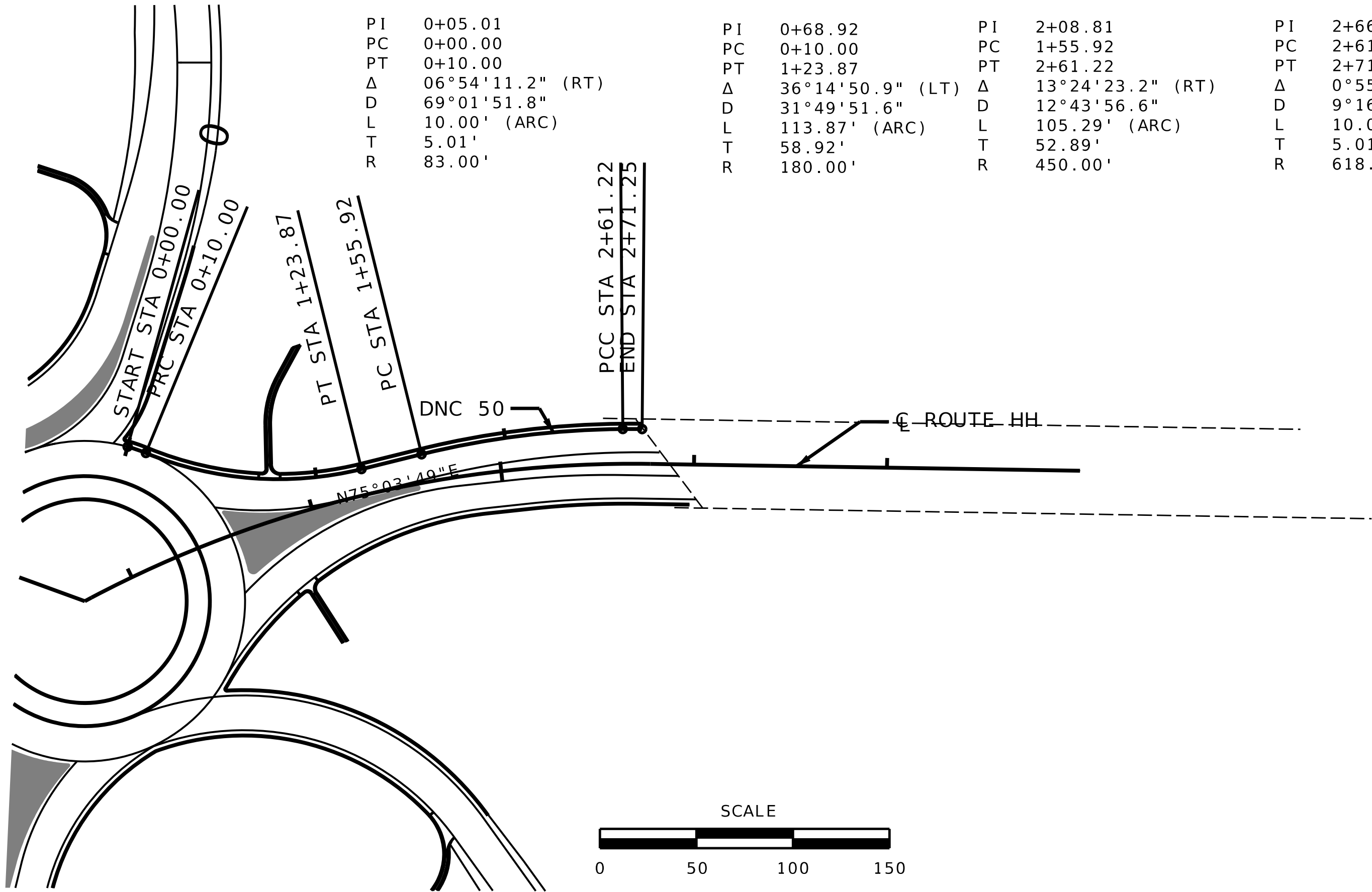
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JASPER COUNTY, MISSOURI
EOP & SPECIAL DITCH PROFILES

SEC 16 & 21, T28N, R31W
DR. RUSSELL SMITH WAY

SHEET NUMBER
16



PI 0+05.01
PC 0+00.00
PT 0+10.00
Δ 06°54'11.2" (RT)
D 69°01'51.8"
L 10.00' (ARC)
T 5.01'
R 83.00'

PI 0+68.92
PC 0+10.00
PT 1+23.87
Δ 36°14'50.9" (LT)
D 31°49'51.6"
L 113.87' (ARC)
T 58.92'
R 180.00'

PI 2+08.81
PC 1+55.92
PT 2+61.22
Δ 13°24'23.2" (RT)
D 12°43'56.6"
L 105.29' (ARC)
T 52.89'
R 450.00'

PI 2+66.23
PC 2+61.22
PT 2+71.25
Δ 0°55'47.5" (RT)
D 9°16'16.2"
L 10.03' (ARC)
T 5.01'
R 618.00'



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SEAN LEE
MATLOCK
NUMBER
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JASPER COUNTY, MISSOURI
EOP & SPECIAL DITCH PROFILES

SEC 16 & 21, T28N, R31W
ROUTE HH

SHEET NUMBER
17

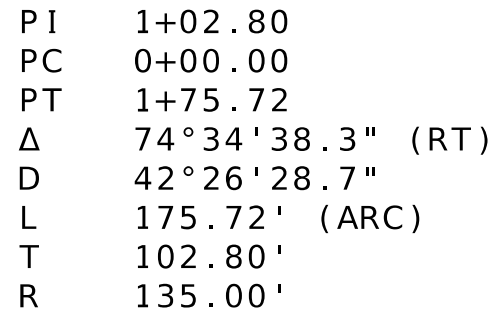


SHEET NUMBER

18

JASPER COUNTY, MISSOURI
EOP & SPECIAL DITCH PROFILES

SEC 16 & 21, T28N, R31W
ROUTE HH



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			JOB NUMBER

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SHEET NUMBER 20 JASPER COUNTY, MISSOURI EOP & SPECIAL DITCH PROFILES SEC 16 & 21, T28N, R31W RAMP 4

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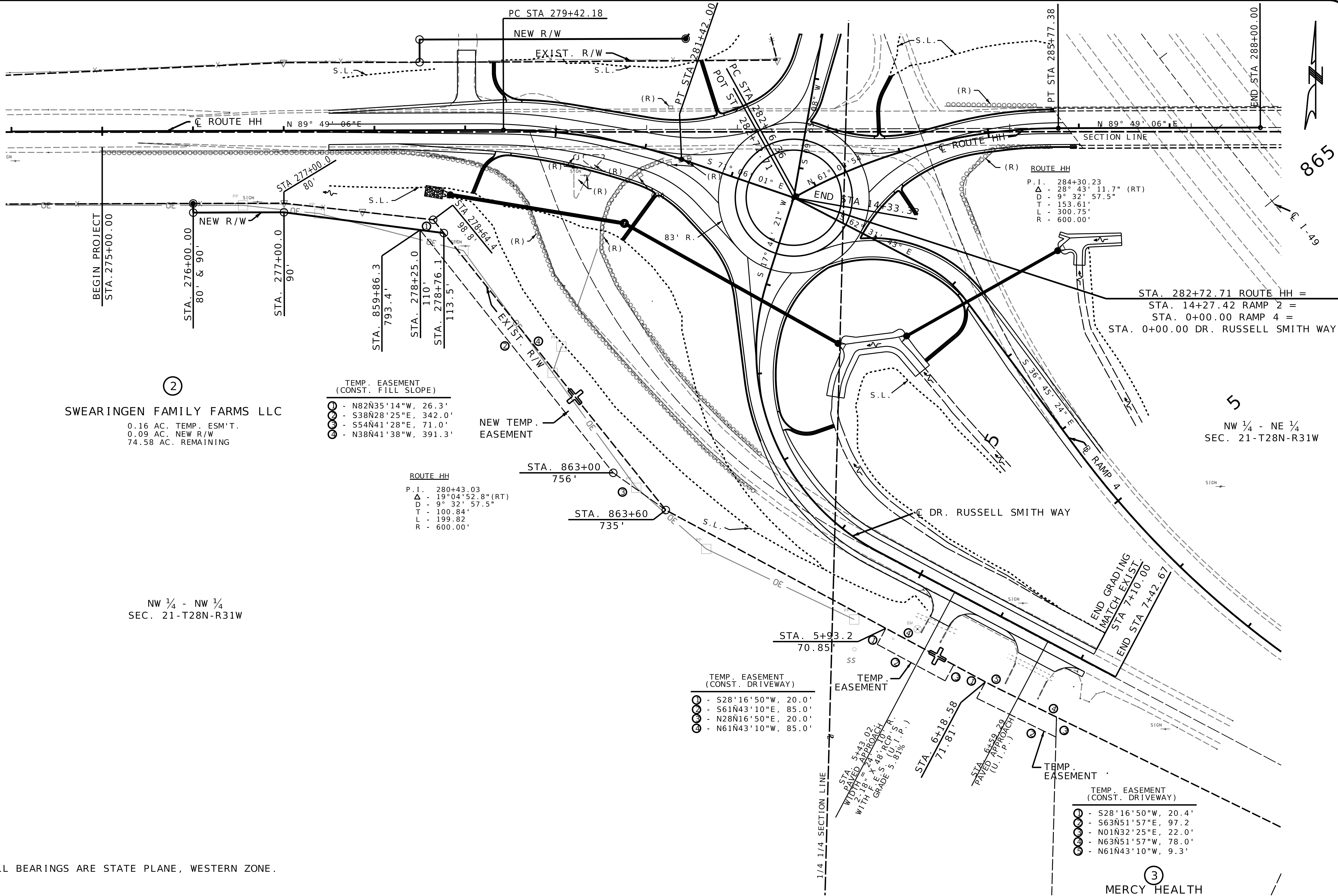
STATE OF MISSOURI

SEAN LEE
MATLOCK

NUMBER
PE-27133

PROFESSIONAL ENGINEER

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②
SWEARINGIN FAMILY FARMS LLC
0.16 AC. TEMP. ESM'T.
0.09 AC. NEW R/W
74.58 AC. REMAINING

NW 1/4 - NW 1/4
SEC. 21-T28N-R31W

- TEMP. EASEMENT
(CONST. FILL SLOPE)
- ① - N82N35°14'W, 26.3'
 - ② - S38N28°25'E, 342.0'
 - ③ - S54N41°28'E, 71.0'
 - ④ - N38N41°38'W, 391.3'

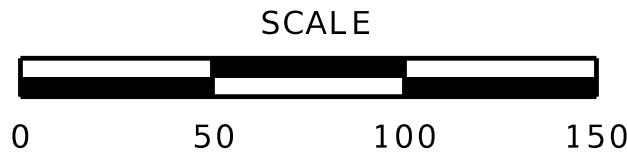
- ROUTE HH
- P.I. 280+43.03
Δ - 19°04'52.8" (RT)
D - 9°32'57.5"
T - 100.84'
L - 199.82'
R - 600.00'

- TEMP. EASEMENT
(CONST. DRIVEWAY)
- ① - S28°16'50"W, 20.0'
 - ② - S61N43°10"E, 85.0'
 - ③ - N28N16°50"E, 20.0'
 - ④ - N61N43°10"W, 85.0'

- TEMP. EASEMENT
(CONST. DRIVEWAY)
- ① - S28°16'50"W, 20.4'
 - ② - S63N51°57"E, 97.2'
 - ③ - N01N32°25"E, 22.0'
 - ④ - N63N51°57"W, 78.0'
 - ⑤ - N61N43°10"W, 9.3'

③
MERCY HEALTH
SOUTHWEST MISSOURI/
KANSAS COMMUNITIES
00.08 AC. TEMP. ESM'T.
49.20 AC. REMAINING

ALL BEARINGS ARE STATE PLANE, WESTERN ZONE.



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ANDERSON CORP. 000062, AC-INC.COM

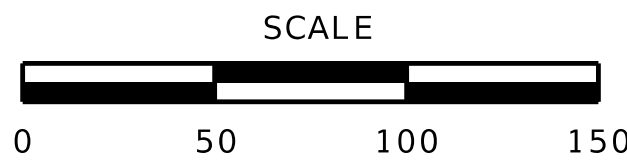
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SEAN LEE
MATLOCK
NUMBER
PE-27183
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NO.	DATE	DESCRIPTION	

JASPER COUNTY, MISSOURI
RIGHT OF WAY PLANS
SEC 21, T28N, R31W
ROUTE HH

SHEET NUMBER
21

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RAMP 2.

P.I. 11+26.64

Δ - 30° 10' 25.0" (RT)

D - 16° 22' 12.8"

T - 94.35'

L - 184.32'

R - 350.00'

STA. 282+72.71 ROUTE HH =
STA. 14+27.42 RAMP 2 =

STA. 0+00.00 RAMP 4 =
STA. 0+00.00 DR. RUSSELL SMITH WAY

SW 1/4 - SW 1/4
SEC. 16-T28N-R31W

SW 1/4 - SE 1/4
SEC. 16-T28N-R31W

SHEET NUMBER

22

JASPER COUNTY, MISSOURI

RIGHT OF WAY PLANS

SEC 21, T28N, R31W

ROUTE HH

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

ROUTE HH
PI 280+43.03
PC 279+42.18
PT 281+42.00
Δ 19°4'52.8" (RT)
D 9°32'57.5"
L 199.82' (ARC)
T 100.84'
R 600.00'

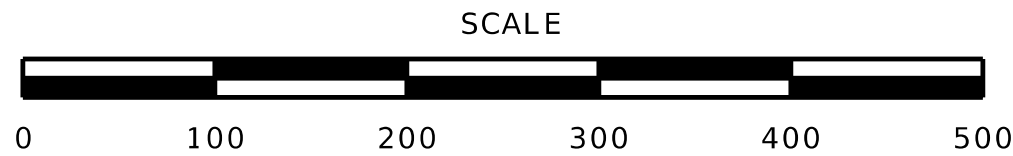
RAMP 2
PI 11+26.64
PC 10+32.29
PT 12+16.61
Δ 30°10'25.0" (RT)
D 16°22'12.8"
L 184.32' (ARC)
T 94.35'
R 350.00'

ROUTE HH
PI 284+30.23
PC 282+76.63
PT 285+77.38
Δ 28°43'11.7" (RT)
D 9°32'57.5"
L 300.75' (ARC)
T 153.61'
R 600.00'

RAMP 4
PI 1+93.66
PC 1+66.21
PT 2+20.18
Δ 25°46'19.8" (RT)
D 47°44'47.3"
L 53.98' (ARC)
T 27.45'
R 120.00'

RAMP 4
PI 6+67.99
PC 4+32.99
PT 8+95.26
Δ 25°25'30.4" (LT)
D 5°30'0.0"
L 462.27' (ARC)
T 235.01'
R 1,041.74'

DR. RUSSELL SMITH WAY
PI 3+06.47
PC 0+97.24
PT 4+45.66
Δ 79°51'5.2" (LT)
D 22°55'5.9"
L 348.42' (ARC)
T 209.22'
R 250.00'



SPECIAL SHEET
SHEET 1 OF 12

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STATE OF MISSOURI

SEAN LEE
MATLOCK
NUMBER
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SHEET NUMBER

23

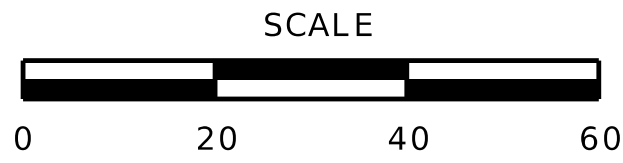
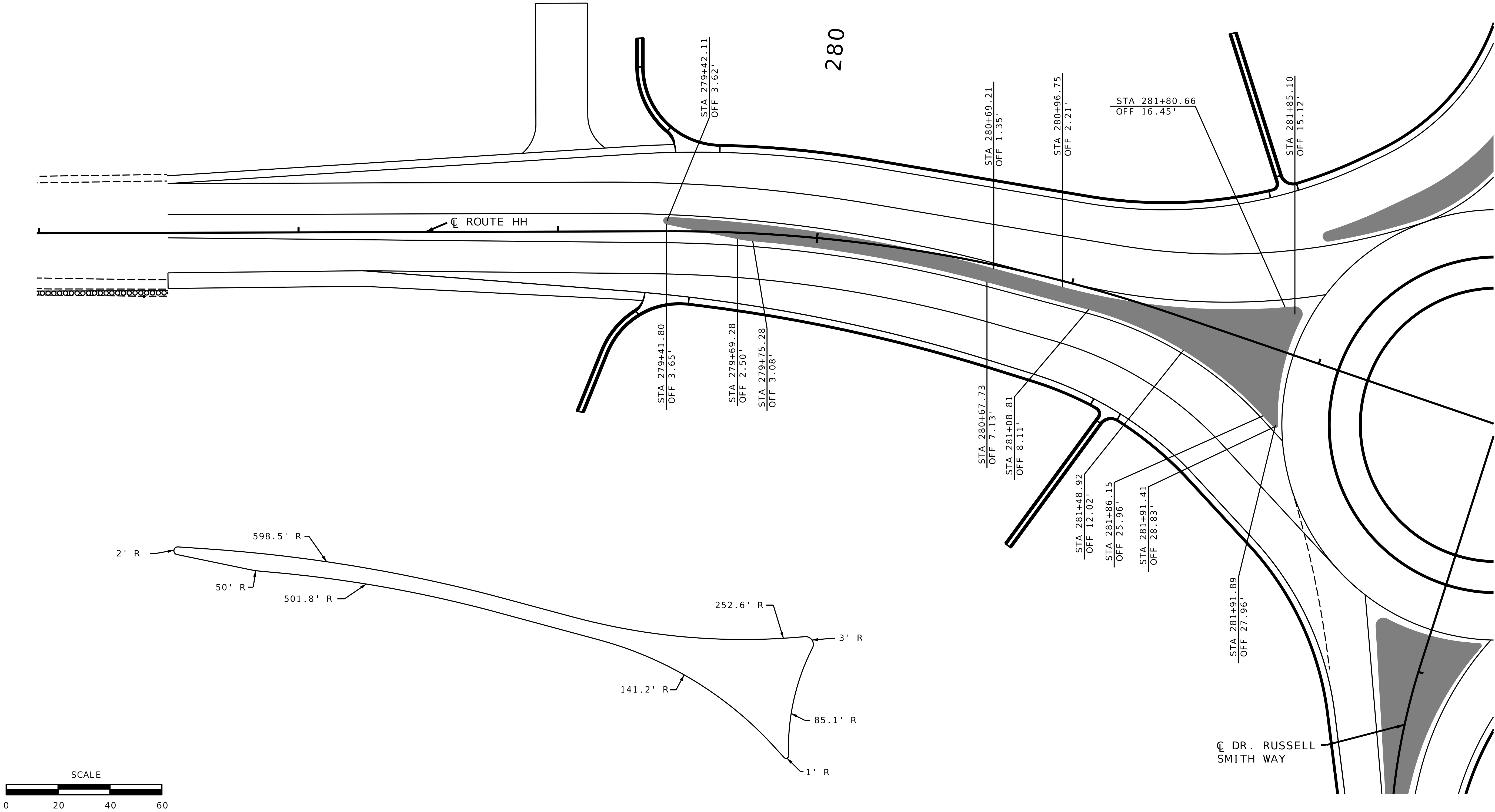
JASPER COUNTY, MISSOURI

SPECIAL SHEET

SEC 16 & 21, T28N, R31W

ROUTE HH

NOTE:
SEE SPECIAL SHEET 1
FOR BEARINGS AND CURVE DATA



SPECIAL SHEET
2 OF 12

SHEET NUMBER

24

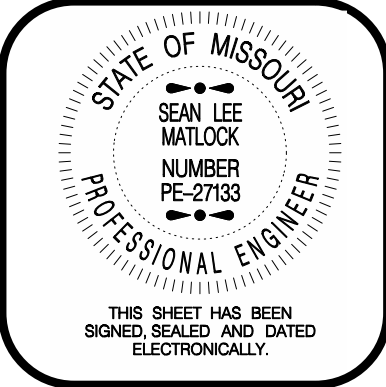
JASPER COUNTY , MISSOURI

SPECIAL SHHET

SEC 16 & 21 , T28N , R31W

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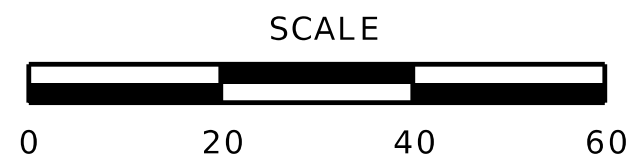
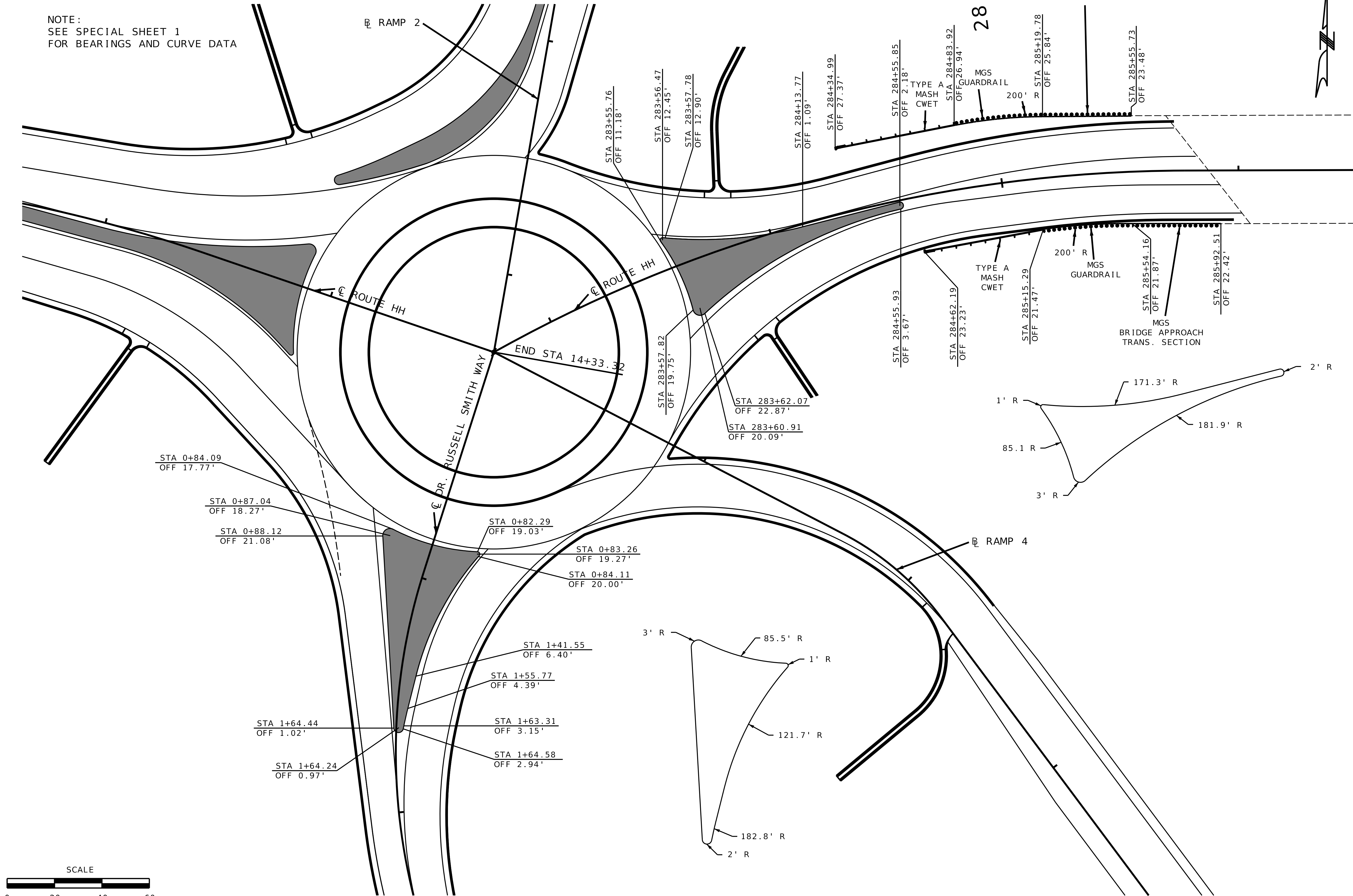
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NOTE:
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SPECIAL SHEET
3 OF 12

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MATLOCK
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PROFESSIONAL ENGINEER

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SEC 16 & 21, T28N, R31W
ROUTE HH

SHEET NUMBER

25

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Page 286 of 554

SCALE



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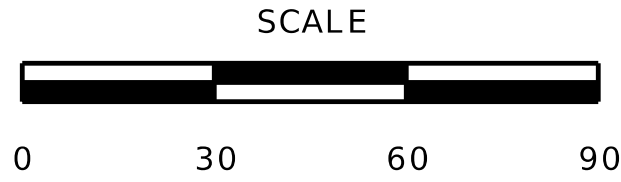
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CURB & GUTTER
SHEET 5 OF 12



STATE OF MISSOURI

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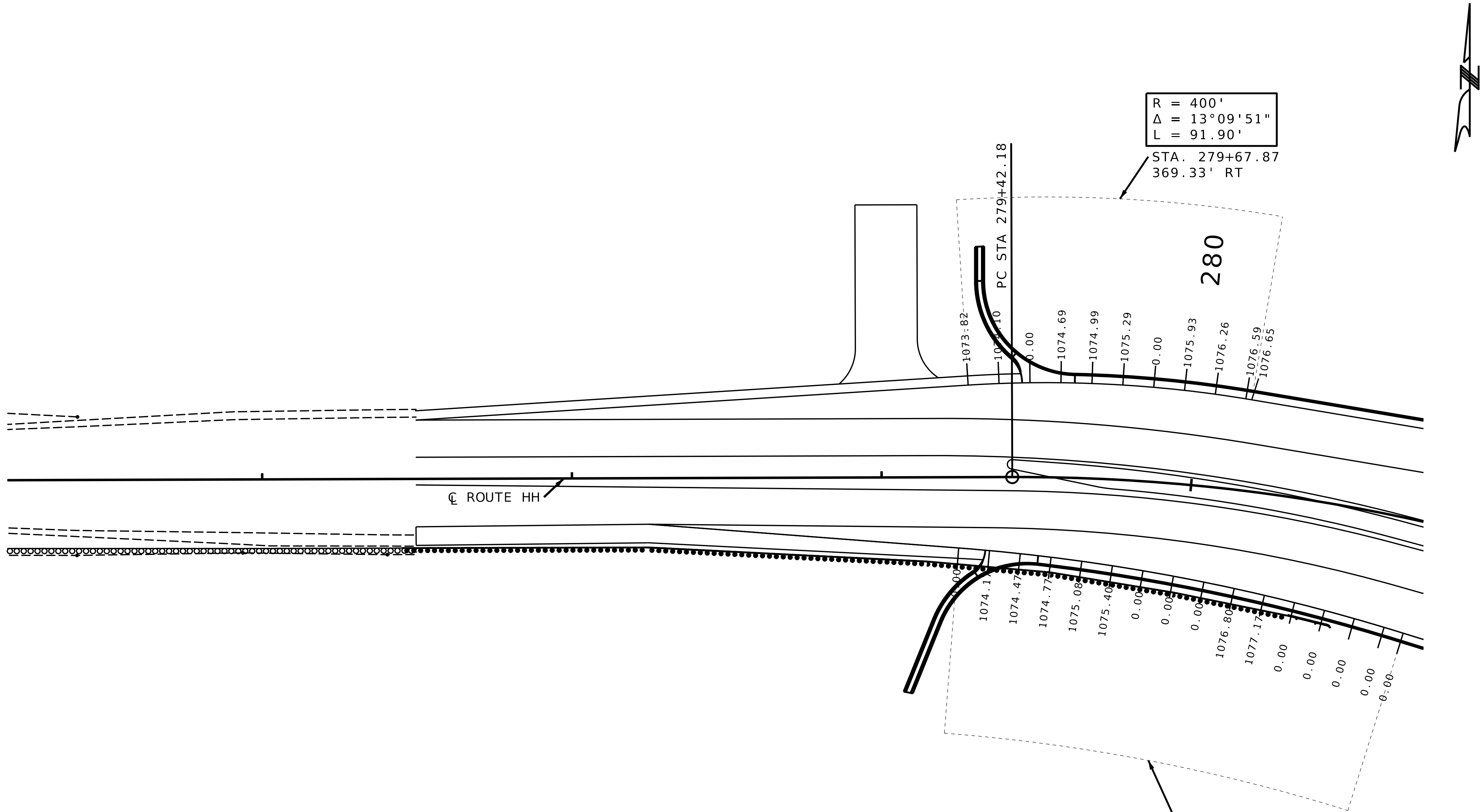
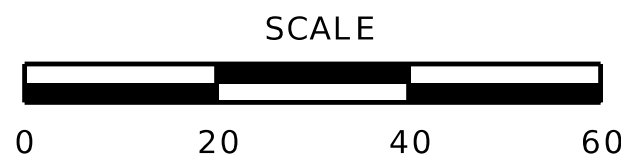
NUMBER
PE-27133

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SHEET NUMBER
27

JASPER COUNTY, MISSOURI
SPECIAL SHEET
SEC 21, T28N, R31W
ROUTE HH



SPECIAL SHEET
ROUNDAABOUT DETAILS
SHEET 6 OF 12

SHEET NUMBER
28

JASPER COUNTY , MISSOURI
SPECIAL SHEET
SEC 21 , T28N , R31W
ROUTE HH

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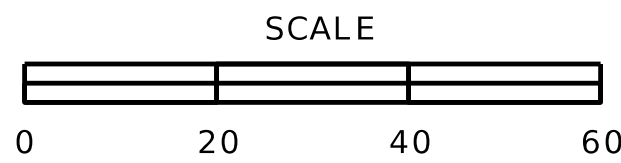
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MATLOCK
NUMBER
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STA. 282+22.71 ROUTE HH =
STA. 14+27.42 RAMP 2 =
STA. 0+00.00 RAMP 4 =
STA. 0+00.00 DR. RUSSELL SMITH WAY

STA. 280+84.73
177.37' RT
R = 140'
 $\Delta = 29^\circ 57' 27''$
L = 73.20'

STA. 281+41.46
178.11' RT
R = 120'
 $\Delta = 35^\circ 34' 51''$
L = 74.52'

STA. 1+47.27
142.66' RT

STA. 2+30.33
135.00' RT
R = 135'
 $\Delta = 74^\circ 34' 38''$
L = 175.72'

STA. 2+30.33
135.00' RT
R = 153'
 $\Delta = 60^\circ 16' 42''$
L = 160.96'

STA. 2+95.44
192.00' LT
R = 180'
 $\Delta = 40^\circ 22' 46''$
L = 146.45'

STA. 0+97.24
250.00' LT
R = 262'
 $\Delta = 27^\circ 30' 11''$
L = 125.77'

STA. 1+92.86
141.13' RT
R = 120'
 $\Delta = 45^\circ 40' 56''$
L = 146.45'

STA. 284+85.14
198.08' RT
R = 180'
 $\Delta = 53^\circ 58' 55''$
L = 169.59

STA. 285+49.61
467.86' RT
R = 450'
 $\Delta = 07^\circ 06' 46''$
L = 55.86'

STA. 285+63.26
432.00' RT
R = 450'
 $\Delta = 13^\circ 24' 23''$
L = 105.29'

SPECIAL SHEET
ROUNDABOUT DETAILS
SHEET 7 OF 12

JASPER COUNTY, MISSOURI

SPECIAL SHEET

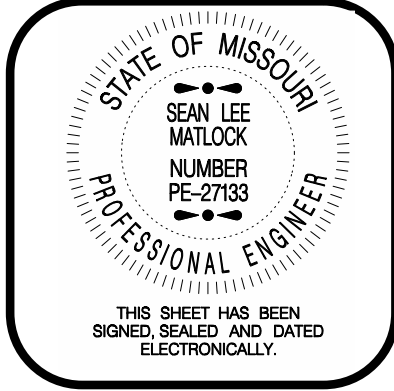
SEC 21, T28N, R31W

ROUNDABOUT DETAILS

SHEET NUMBER

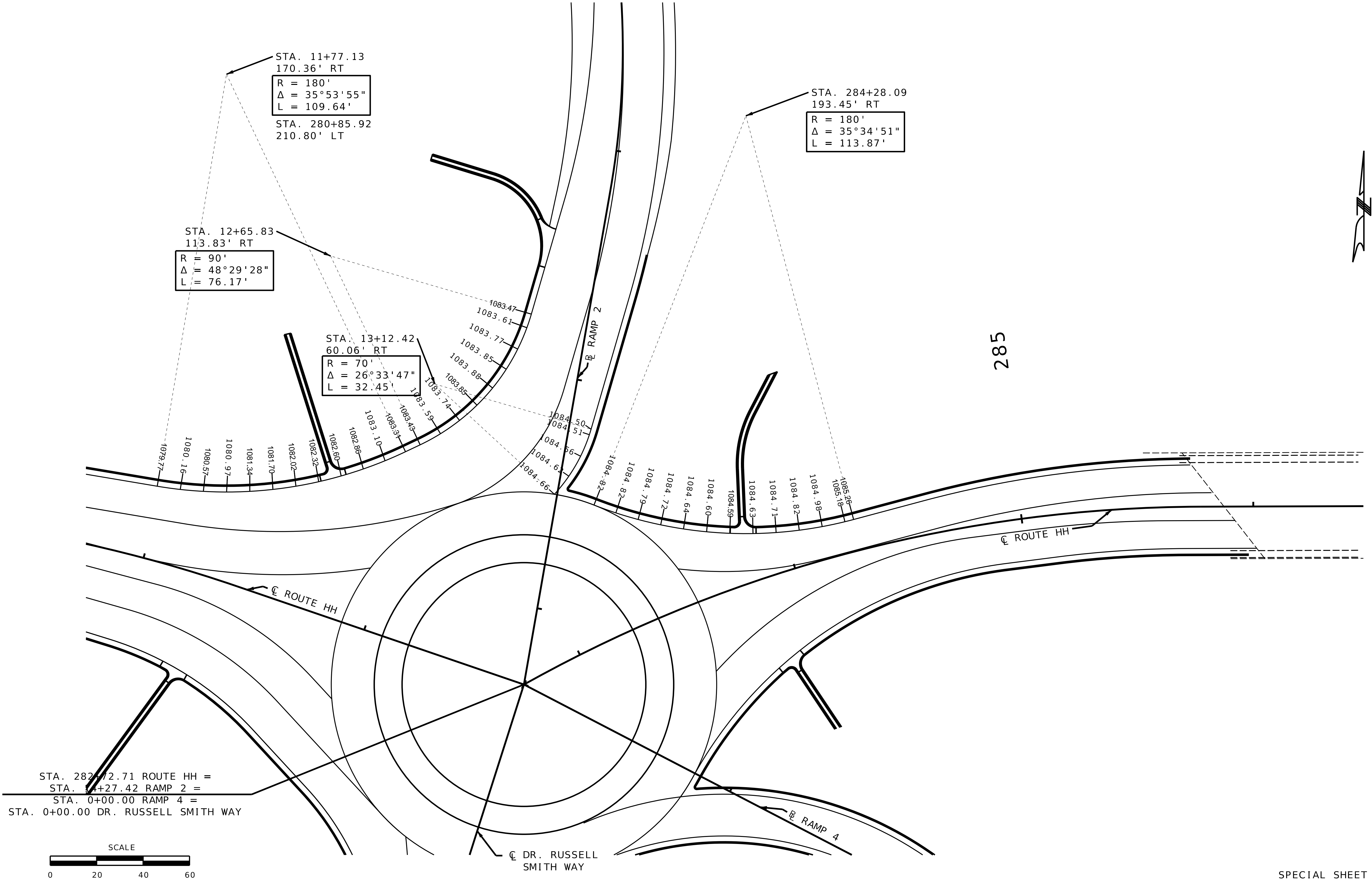
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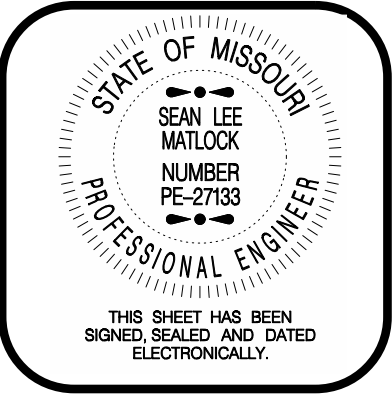


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ROUNDABOUT DETAILS
SHEET 8 OF 12

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SPECIAL SHEET
SEC 21, T28N, R31W
ROUNDABOUT DETAILS

SHEET NUMBER
30



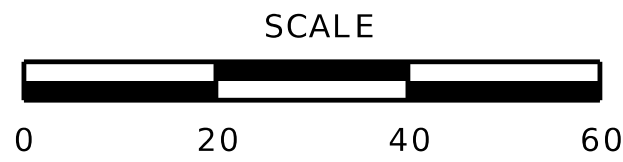
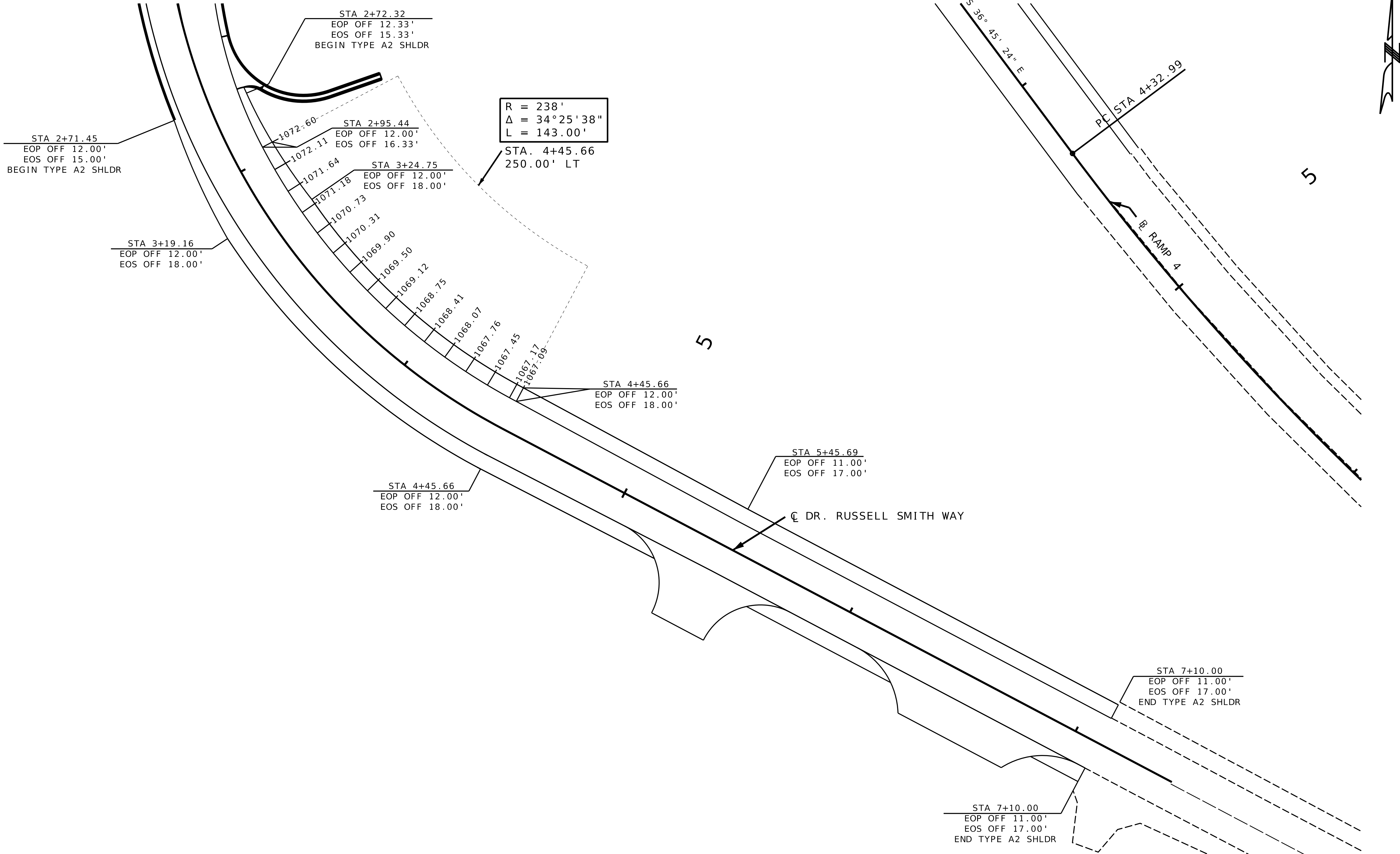
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SPECIAL SHEET
RUSSELL SMITH WAY
SHEET 9 OF 12

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STATE OF MISSOURI
SEAN LEE
MATLOCK
NUMBER
PE-27183
PROFESSIONAL ENGINEER

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JASPER COUNTY, MISSOURI

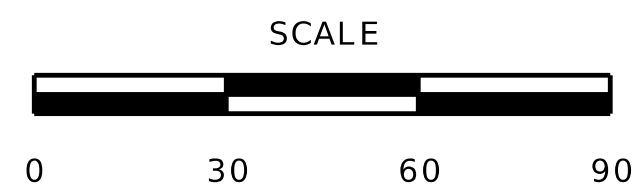
SPECIAL SHEET

SEC 21, T28N, R31W
DR. RUSSELL SMITH WAY

SHEET NUMBER

31

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SPECIAL SHEET
GUARDRAILS
SHEET 11 OF 12

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SHEET NUMBER

33

JASPER COUNTY, MISSOURI

SPECIAL SHEET

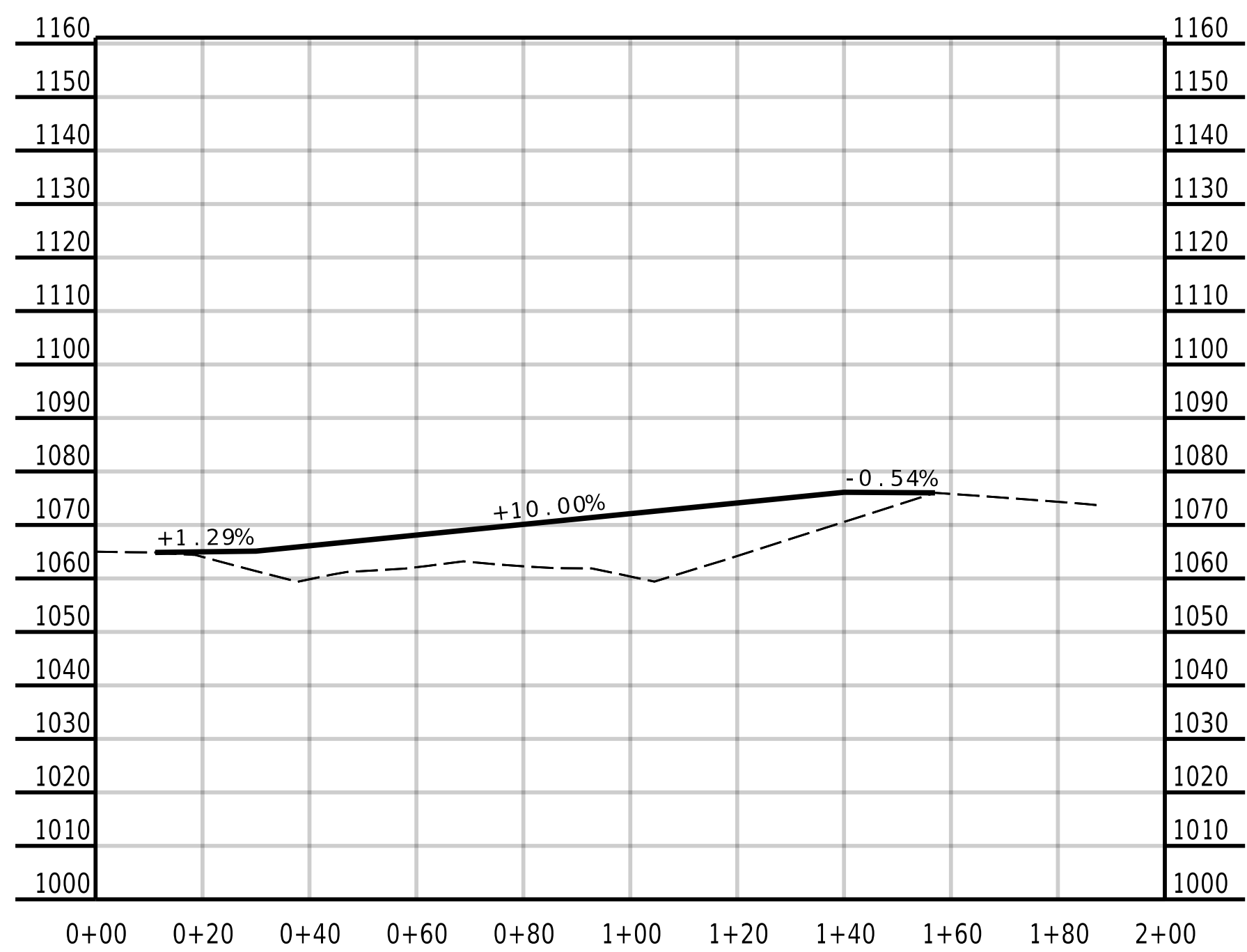
SEC 21, T28N, R31W

GUARDRAILS

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STA. 0+00.00 CROSSOVER =
STA. 6+58.00 DR. RUSSELL SMITH WAY

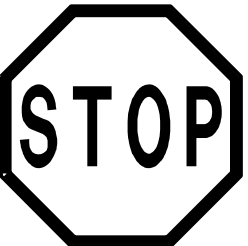
STA. 1+64.49 CROSSOVER =
STA. 5+36.23 RAMP 4

50' R.
25' R.
25' R.
50' R.

CL CROSSOVER

1

1

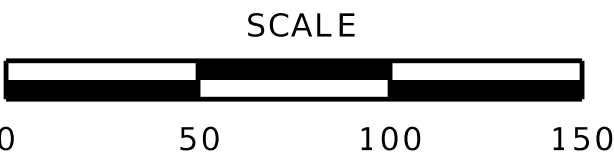


R1-1

1

NOTES:

- RAMP 4
EMERGENCY VEHICLES WILL UTILIZE EXIST. RAMP 4
AND EXISTING DR. RUSSELL SMITH WAY.
- BUILD DR.RUSSELL SMITH WAY DOWN APPROX. STA. 6+00.00
ALLOWING THE AMBULANCE FOR MERCY USE THE SOUTH ENTRANCE.
- BUILD DR. RUSSELL SMITH WAY STA. 6+00.00 TO STA. 7+42.67
AFTER ROUNDABOUT IS OPEN



SPECIAL SHEET
TEMPORARY CROSSOVER
SHEET 12 OF 12

Anderson Engineering logo and contact information.

Professional Engineer seal for Sean Lee Matlock, State of Missouri, License No. PE-27183.

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Jasper County, Missouri
Special Sheet
Sec 21, T28N, R31W
Emergency Crossover

Sheet Number
34

NOTES :

OTHER SIGNS SUCH AS DETOUR OR ALTERNATE ROUTE SIGNING MAY BE USED OUTSIDE THE PROJECT LIMITS.

ANY EXISTING SIGNING THAT CONFLICTS WITH THE TRAFFIC CONTROL
SIGNING SHALL BE COMPLETELY COVERED OR REMOVED.

(1) DISTANCE MAY BE ADJUSTED ACCORDING TO FIELD CONDITIONS.
WHERE TRAFFIC BACKUPS ARE EXPECTED BEYOND THE ADVANCE
WARNING AREA, ADDITIONAL SIGNAGE MAY BE NEEDED.

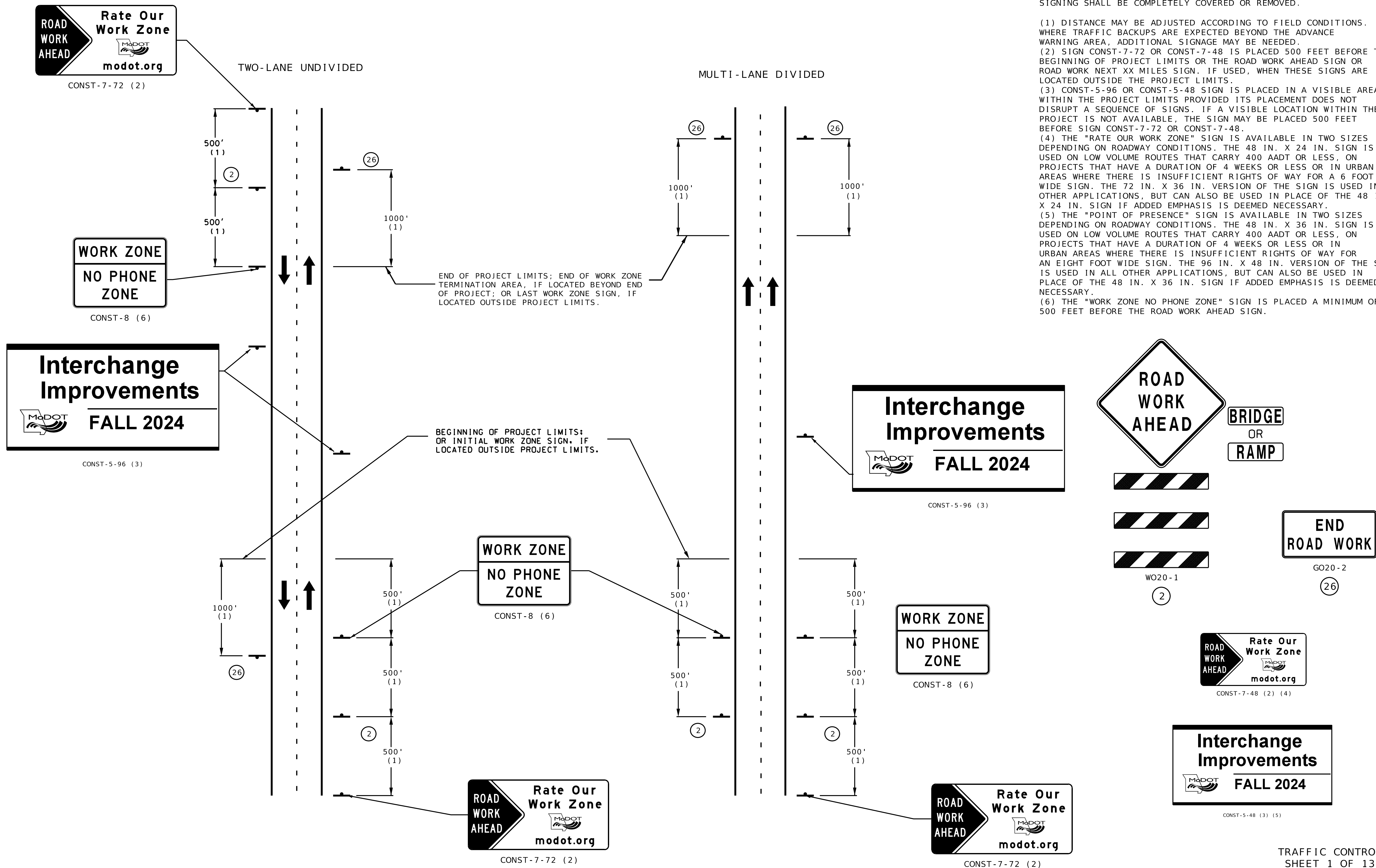
(2) SIGN CONST-7-72 OR CONST-7-48 IS PLACED 500 FEET BEFORE THE BEGINNING OF PROJECT LIMITS OR THE ROAD WORK AHEAD SIGN OR ROAD WORK NEXT XX MILES SIGN. IF USED, WHEN THESE SIGNS ARE LOCATED OUTSIDE THE PROJECT LIMITS.

(3) CONST-5-96 OR CONST-5-48 SIGN IS PLACED IN A VISIBLE AREA WITHIN THE PROJECT LIMITS PROVIDED ITS PLACEMENT DOES NOT DISRUPT A SEQUENCE OF SIGNS. IF A VISIBLE LOCATION WITHIN THE PROJECT IS NOT AVAILABLE, THE SIGN MAY BE PLACED 500 FEET BEFORE SIGN CONST-7-72 OR CONST-7-48.

(4) THE "RATE OUR WORK ZONE" SIGN IS AVAILABLE IN TWO SIZES DEPENDING ON ROADWAY CONDITIONS. THE 48 IN. X 24 IN. SIGN IS USED ON LOW VOLUME ROUTES THAT CARRY 400 AADT OR LESS, ON PROJECTS THAT HAVE A DURATION OF 4 WEEKS OR LESS OR IN URBAN AREAS WHERE THERE IS INSUFFICIENT RIGHTS OF WAY FOR A 6 FOOT WIDE SIGN. THE 72 IN. X 36 IN. VERSION OF THE SIGN IS USED IN ALL OTHER APPLICATIONS, BUT CAN ALSO BE USED IN PLACE OF THE 48 IN. X 24 IN. SIGN IF ADDED EMPHASIS IS DEEMED NECESSARY.

(5) THE "POINT OF PRESENCE" SIGN IS AVAILABLE IN TWO SIZES DEPENDING ON ROADWAY CONDITIONS. THE 48 IN. X 36 IN. SIGN IS USED ON LOW VOLUME ROUTES THAT CARRY 400 AADT OR LESS, ON PROJECTS THAT HAVE A DURATION OF 4 WEEKS OR LESS OR IN URBAN AREAS WHERE THERE IS INSUFFICIENT RIGHTS OF WAY FOR AN EIGHT FOOT WIDE SIGN. THE 96 IN. X 48 IN. VERSION OF THE SIGN IS USED IN ALL OTHER APPLICATIONS, BUT CAN ALSO BE USED IN PLACE OF THE 48 IN. X 36 IN. SIGN IF ADDED EMPHASIS IS DEEMED NECESSARY.

(6) THE "WORK ZONE NO PHONE ZONE" SIGN IS PLACED A MINIMUM OF 500 FEET BEFORE THE ROAD WORK AHEAD SIGN.



DRAWING NOT TO SCALE

TRAFFIC CONTROL
SHEET 1 OF 13

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TRAFFIC CONTROL

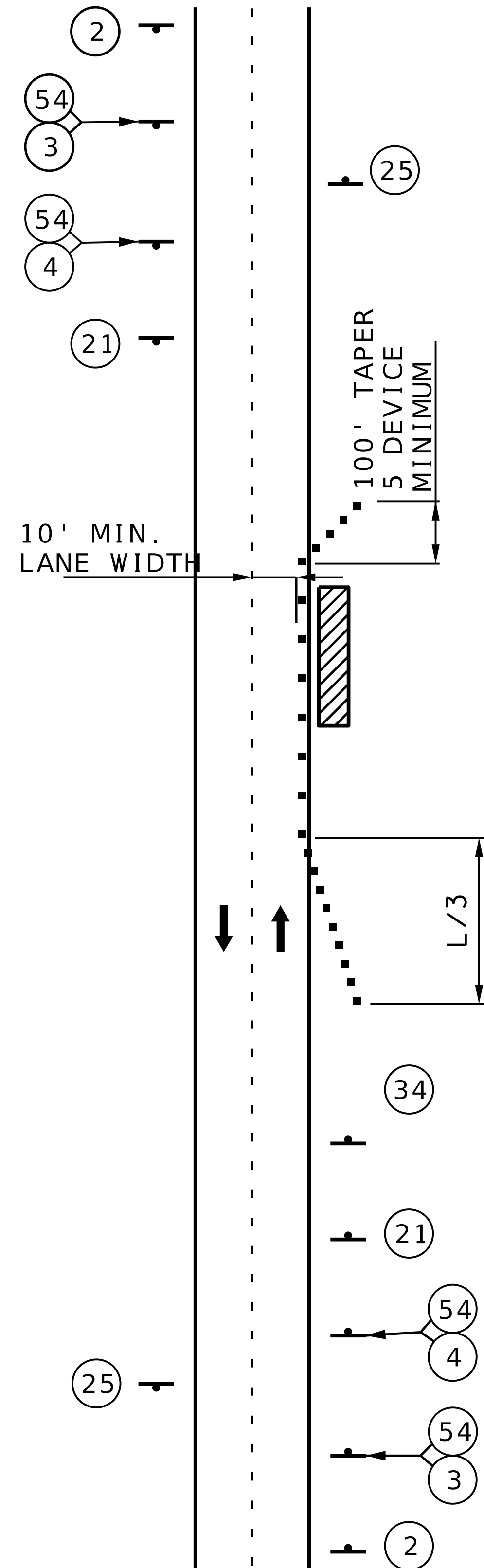
SEC 16 & 21, T28N, R31W

ROUTE HH

SHEET NUMBER

LM

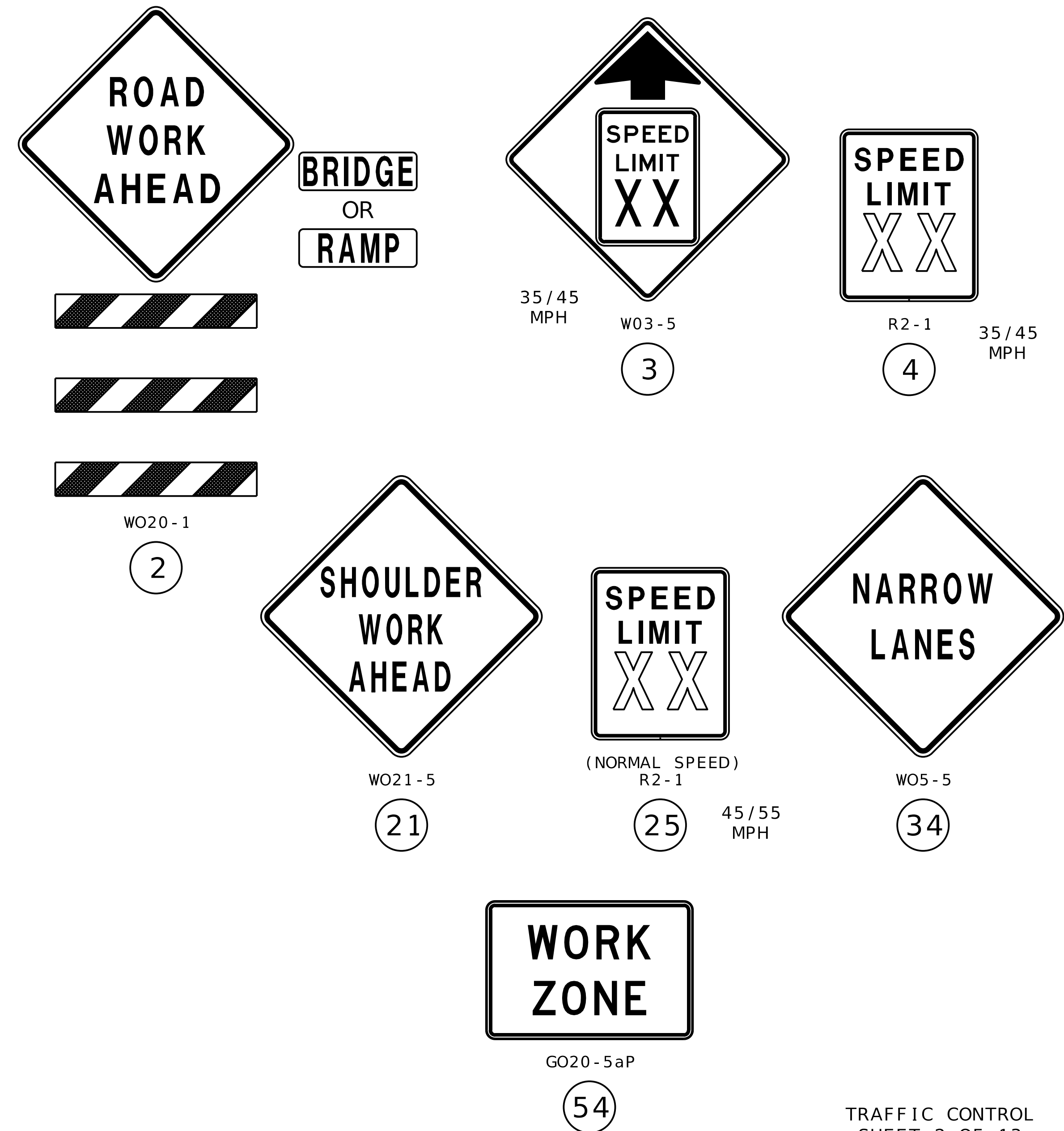
Shoulder Work



ON NON-DIVIDED HIGHWAYS, PROVIDE
SIGNS ONLY ON THE RIGHT SIDE OF
EACH APPROACH.

DRAWING NOT TO SCALE

- (1) SIGN 44A NOT REQUIRED FOR NARROW LANE SECTIONS LESS THAN ONE MILE.
- (2) FLARE BARRIER TO EXTEND BEYOND CLEAR ZONE OR FLARE BARRIER TO EDGE LINE AND USE APPROVED END TREATMENT.

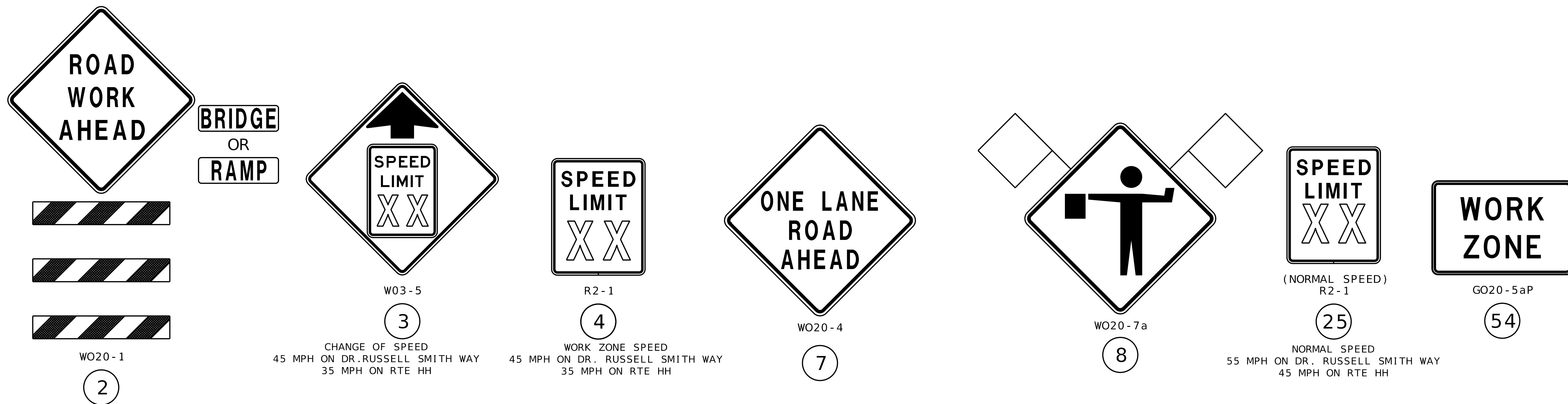


TRAFFIC CONTROL
SHEET 2 OF 13

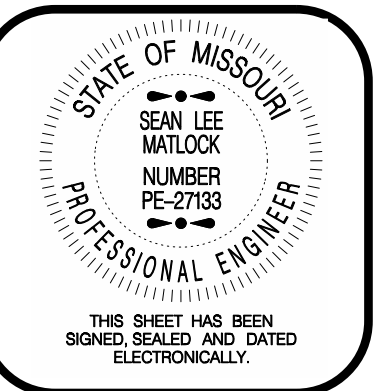
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SPEED	SIGN SPACING (FT)		TAPER LENGTH (FT)		OPTIONAL	CHANNELIZER SPACING (FT)	
PERMANENT POSTED (MPH)	UNDIVIDED (S)	DIVIDED (S)	SHOULDER (1) (T1)	LANE (2) (T2)	BUFFER LENGTH (FT) (B)	TAPERS	BUFFER/WORK AREAS
0-35	200	200	70	245	280	35	40
40-45	350	500	150	540	400	40	80
50-55	500	1000	185	660	560	50	80
60-70	1000	SA - 1000 SB - 1500 SC - 2640	235	840	840	60	120
1 SHOULDER TAPER LENGTH BASED ON 10 FT. (STANDARD SHOULDER WIDTH) 2. LANE TAPER LENGTH BASED ON 12 FT. (STANDARD LANE WIDTH) OFFSET.							



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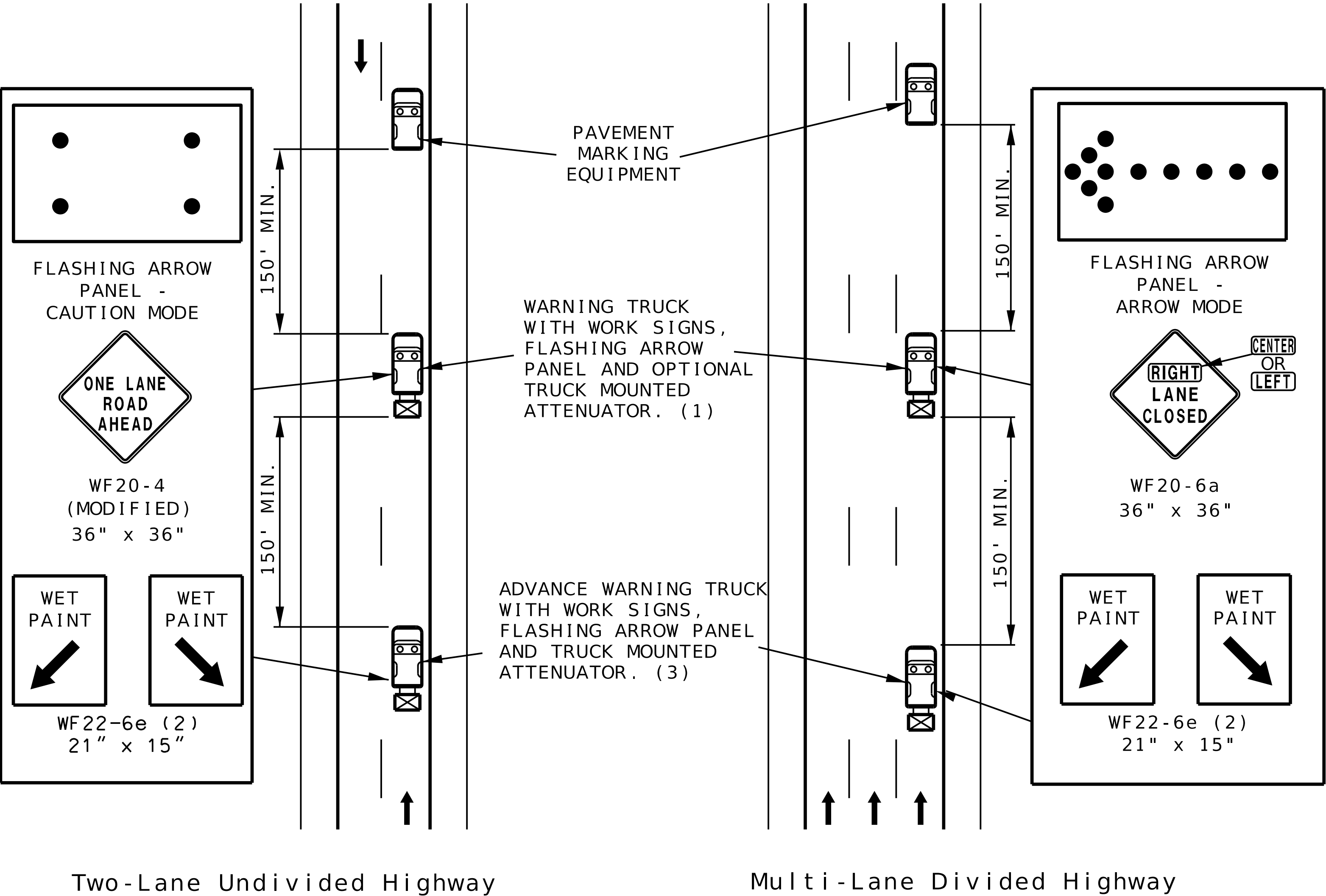
TRAFFIC CONTROL

SEC 16 & 21, T28N., R31W

ROUTE HH

SHEET NUMBER
37

PAVEMENT MARKING
MOVING OPERATION ON HIGHWAY OPEN TO TRAFFIC

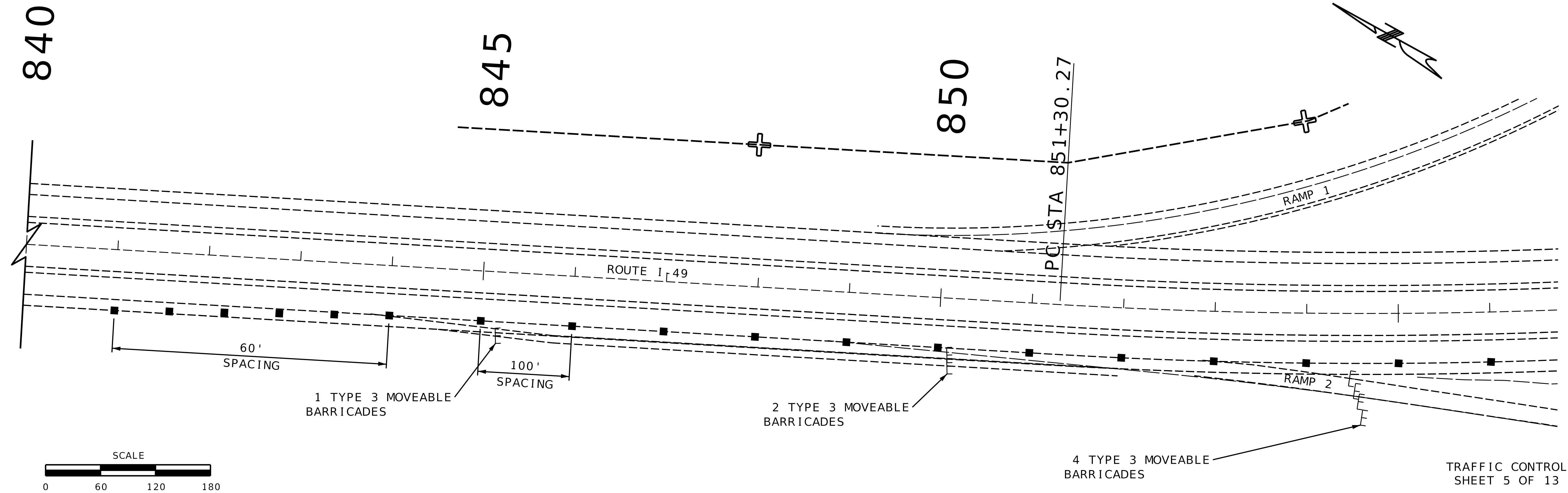
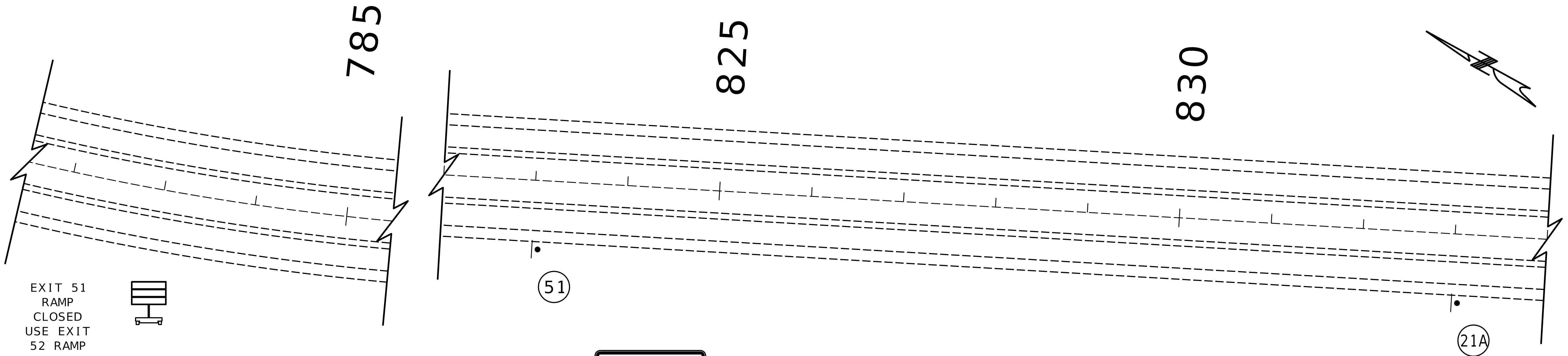


NOTES:

- ALL SIGNS HAVE TYPE 3 FLUORESCENT ORANGE RETROREFLECTIVE SHEETING.
- (1) TRUCK IS OPTIONAL ON TWO-LANE UNDIVIDED HIGHWAYS IF SIGNING AND ARROW BOARD IS MOUNTED ON THE PAVEMENT MARKING EQUIPMENT.
 - (2) WET PAINT SIGNS ARE INSTALLED TO INDICATE THE SIDE IN WHICH THE PAVEMENT MARKING MATERIAL IS BEING APPLIED. AT THE CONTRACTOR'S OPTION, A FRONT FACING WET PAINT SIGN MAY BE INSTALLED ON THE LEFT SIDE OF THE PAVEMENT MARKING EQUIPMENT.
 - (3) ADVANCE WARNING TRUCK IS POSITIONED AT THE NO TRACK POINT OF THE PAVEMENT MARKING MATERIAL OR SPACING SHOWN, WHICHEVER IS GREATER.

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SEAN LEE
MATLOCK
NUMBER
PE-27633
PROFESSIONAL ENGINEER

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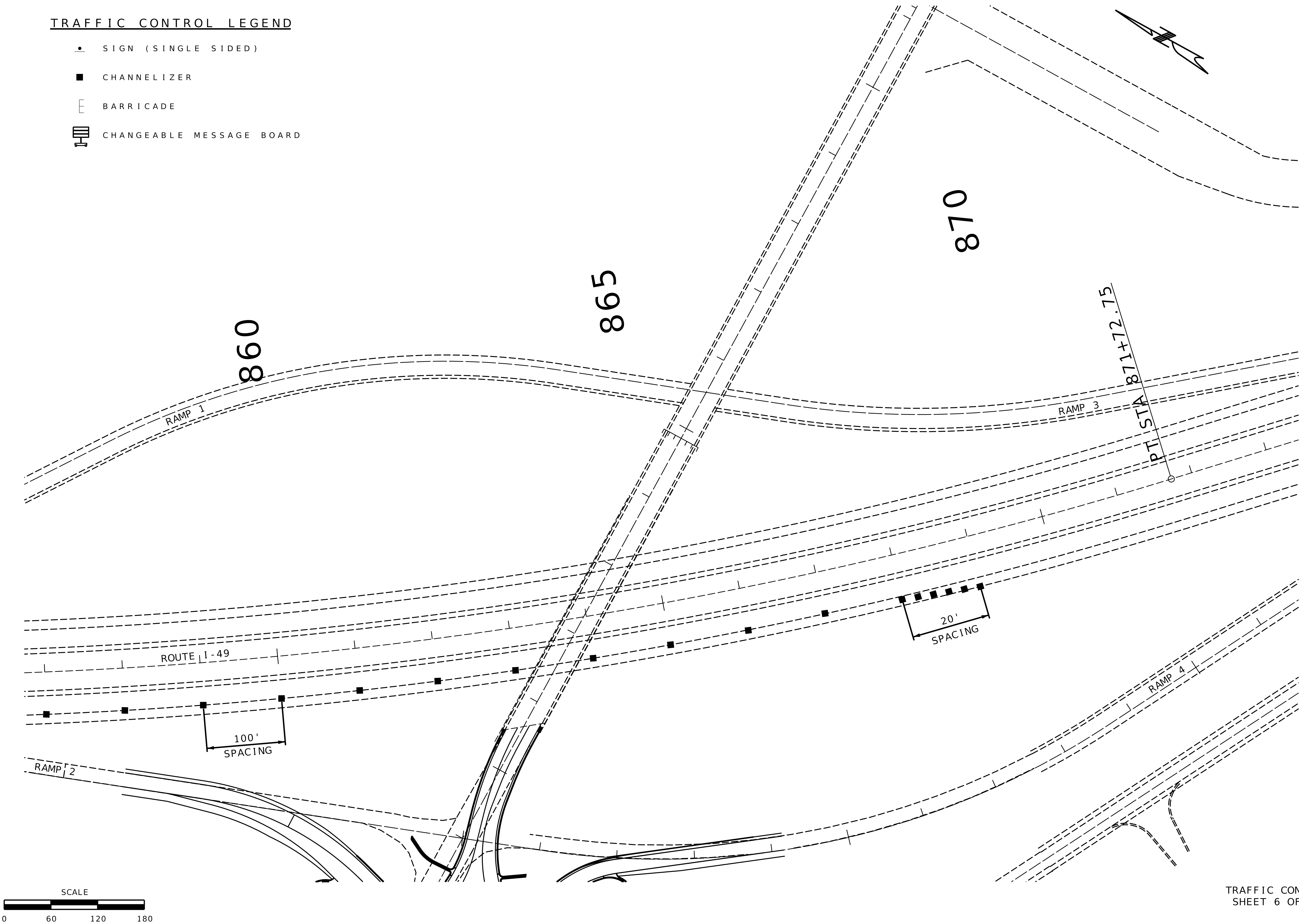
JASPER COUNTY, MISSOURI

TRAFFIC CONTROL

SEC 16 & 21, T28N, R31W
ROUTE HH

SHEET NUMBER
39

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TRAFFIC CONTROL LEGEND

- SIGN (SINGLE SIDED)
- CHANNELIZER
- BARRICADE
- CHANGEABLE MESSAGE BOARD

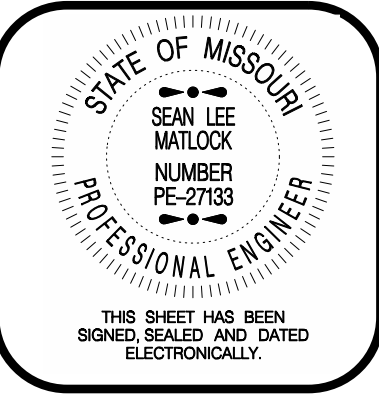


TRAFFIC CONTROL
SHEET 6 OF 13

SHEET NUMBER
40

JASPER COUNTY , MISSOURI
TRAFFIC CONTROL
SEC 16 & 21, T28N, R31W
ROUTE HH

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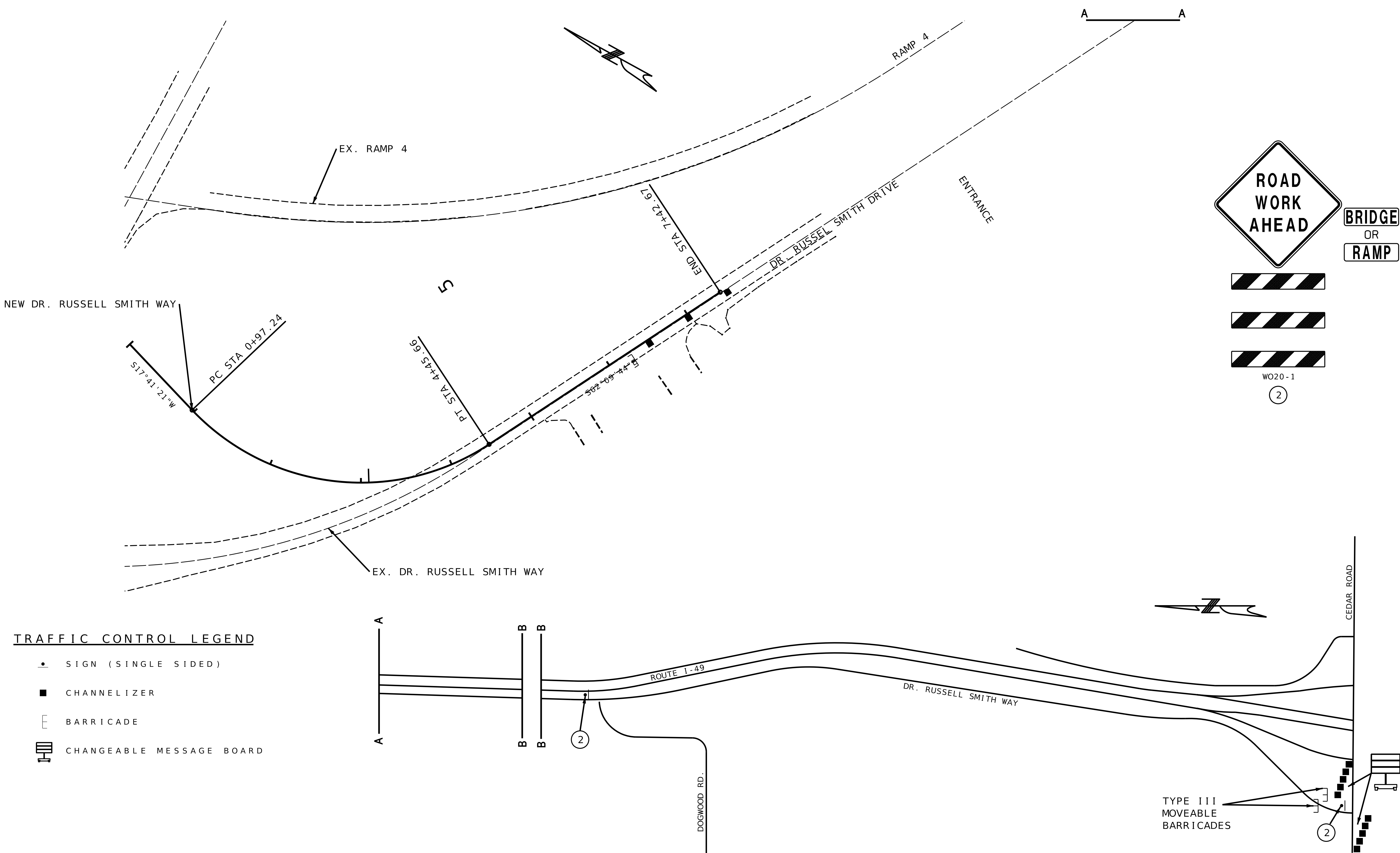
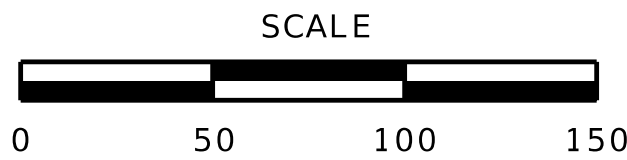
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NEW DR. RUSSELL SMITH WAY

TRAFFIC CONTROL LEGEND

- SIGN (SINGLE SIDED)
- CHANNELIZER
- E BARRICADE
- CHANGEABLE MESSAGE BOARD



TEMPORARY EMS ENTRANCE
PHASE 1

TYPE III
MOVEABLE
BARRICADES

TRAFFIC CONTROL
SHEET 7 OF 13

ROAD
WORK
AHEAD

BRIDGE
OR
RAMP

WO20 - 1

2

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SEC 16 & 21, T28N, R31W

ROUTE HH

SHEET NUMBER

41

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ANDERSON CORP 000062, AC-INC.COM

STATE OF MISSOURI

SEAN LEE MATLOCK

NUMBER PE-27163

PROFESSIONAL ENGINEER

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ELECTRONICALLY.

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60



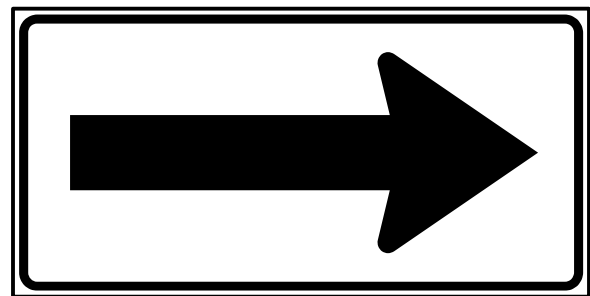
61

275

ROAD
CLOSED

R11-2

29



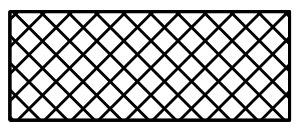
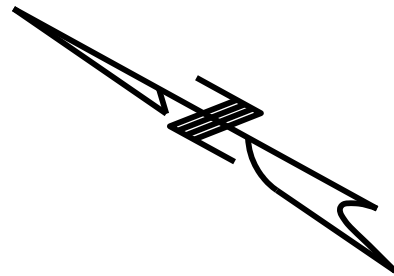
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16

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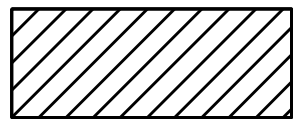
280

285



STAGE 1A CONSTRUCTION

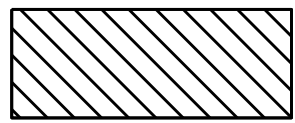
EXCAVATE FOR NEW O.R. PIPE FROM INLET
EXISTING O.R. PIPE AND DITCH TO NEW
INLET OF RAMP 4 PIPE.



STAGE 1B CONSTRUCTION

BUILD TEMPORARY BYPASS FROM
DR. RUSSELL SMITH WAY TO RAMP 4

TRAFFIC ON DR. RUSSELL SMITH WAY WILL
BE HANDLED USING ONE-LANE TWO-WAY FLAGGER
OPERATION.



STAGE 1C CONSTRUCTION

CLOSE RAMP 4 AND MOVE TRAFFIC TO DR. RUSSELL
SMITH WAY. USE TEMPORARY BYPASS TO RAMP 4 TO ENTER
ROUTE I-49.

BUILD PIPE UNDER RAMP 4.

PLUG
PIPE

EXCAVATION
FOR CULVERT

PLUG
PIPE

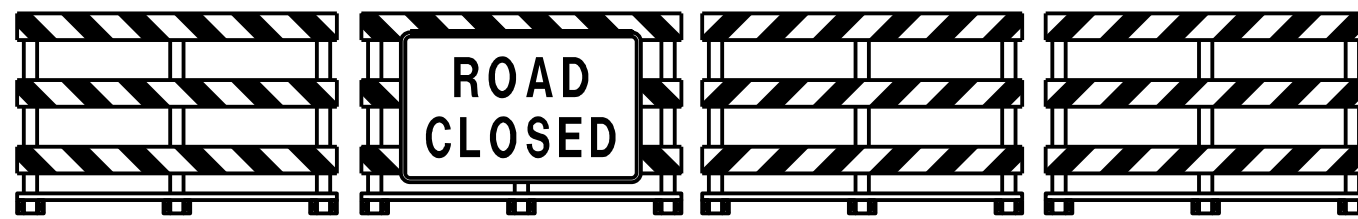
BUILD PIPE

A SECTION OF
☐ DR. RUSSELL SMITH WAY

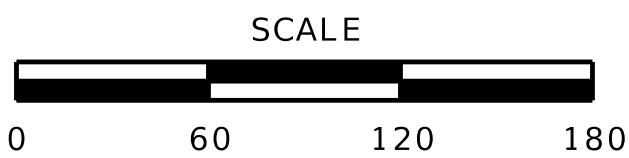
STA. 6+00.00

TRAFFIC CONTROL LEGEND

E BARRICADE



MOUNT TO BARRICADE



SEE SHEET 12 OF 12 FOR
TEMPORARY CROSSOVER DETAILS

TRAFFIC CONTROL
SHEET 8 OF 13

REVISIONS		DRAWING INFO.			
NO.	DESCRIPTION	BY	DATE	FIELD BY	DATE

JASPER COUNTY, MISSOURI

TRAFFIC CONTROL

SEC 16 & 21, T28N, R31W

ROUTE HH

SHEET NUMBER

42

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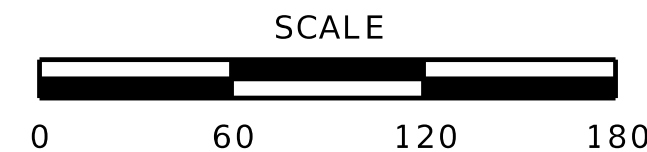
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SEAN LEE
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NUMBER
PE-27163

STATE OF MISSOURI

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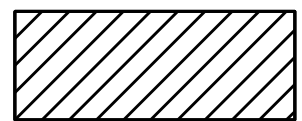
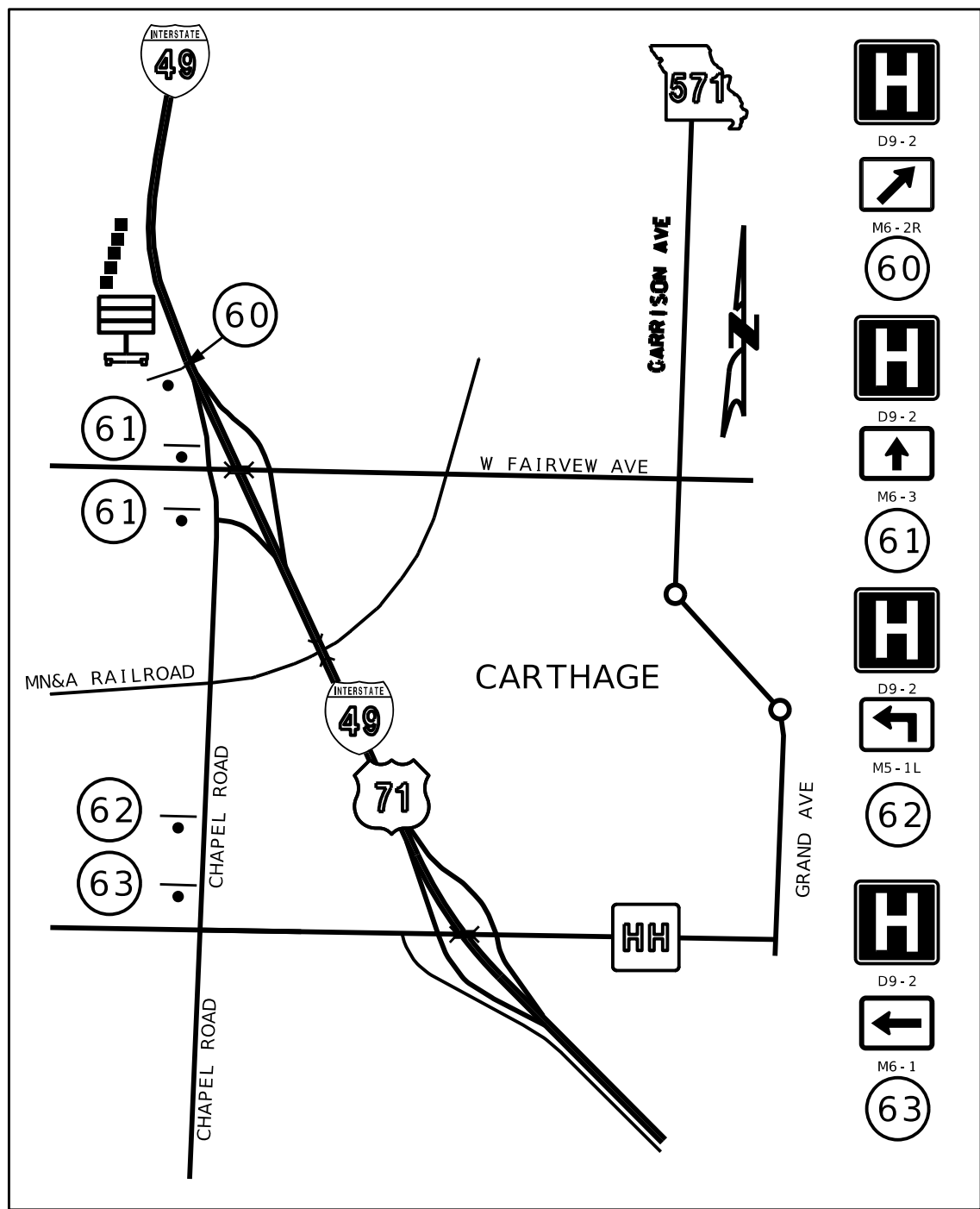


TRAFFIC CONTROL
SHEET 9 OF 13

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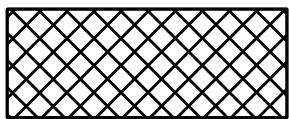
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JASPER COUNTY, MISSOURI	TRAFFIC CONTROL
	SEC 16 & 21, T28N, R31W
	ROUTE HH

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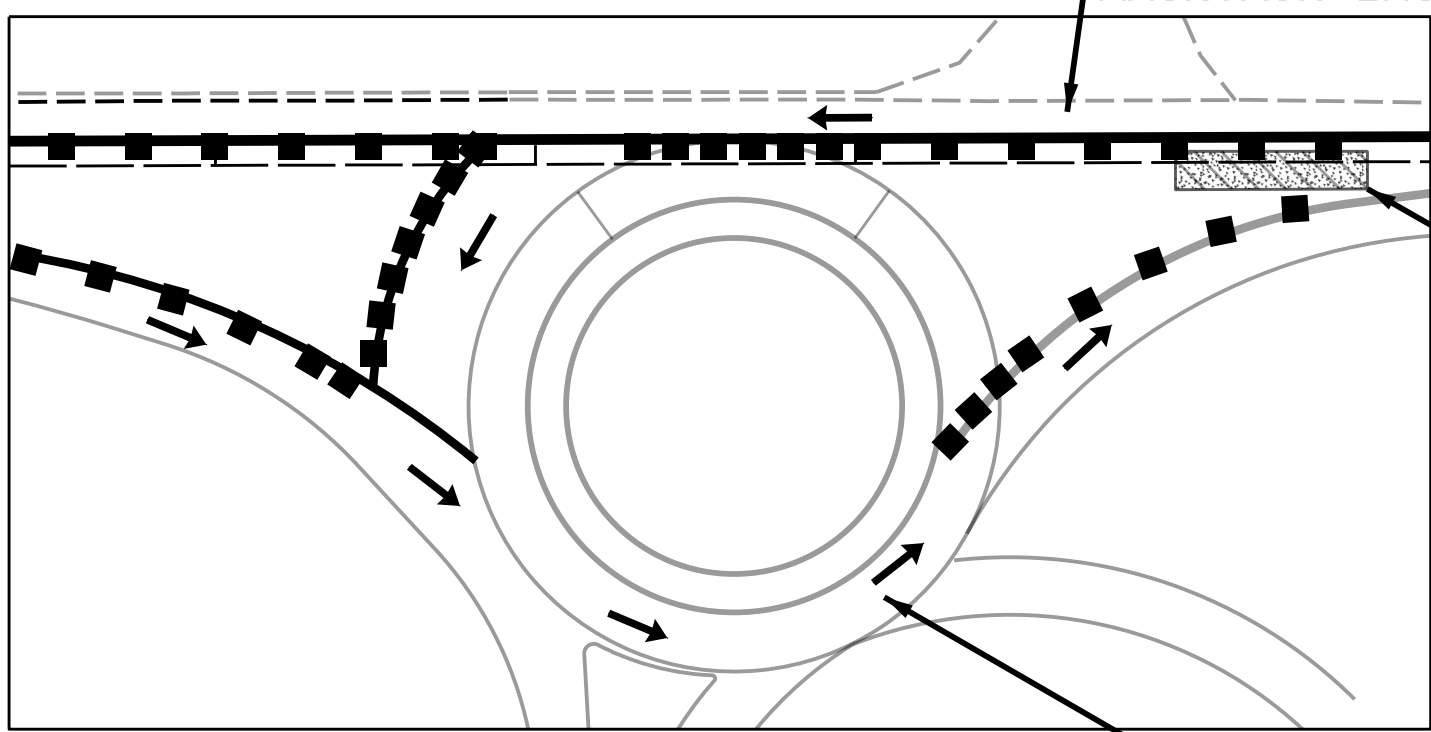
STAGE 4B CONSTRUCTION

MOVE WEST BOUND HH TRAFFIC TO CIRCULATORY ROAD
OPERATE ROUNDABOUT WITH INCLUDED SIGNING.
BUILD PART OF NEW ROUTE HH ADJACENT TO ROUNDABOUT
PAVEMENT FROM STA. 280+00.00 TO STA. 284+00.00.



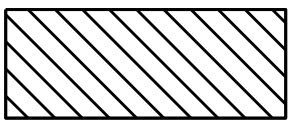
STAGE 4C CONSTRUCTION

CLOSE RAMP 2 AND BUILD NEW RAMP 2 EMBANKMENT,
PAVEMENT, AND SPLITTER ISLAND.



REMOVE EXISTING PVM
AND PLACE TEMPORARY PVM
TO MATCH EXISTING TO
PROPOSED GRADE 8.5' RT
12' WIDE 60' LONG
EX HH STA 284+00 TO 284+60

MOVE EXISTING EAST BOUND TRAFFIC
TO CIRCULATORY ROAD



STAGE 4A CONSTRUCTION

MOVE EAST BOUND HH TRAFFIC TO CIRCULATORY ROAD
REPLACE EXISTING PAVEMENT 12' WIDE 60' LONG TO BLEND
EXISTING PAVEMENT TO PAVMT 8.5' RIGHT OF EX HH

TRAFFIC CONTROL LEGEND

- SIGN (SINGLE SIDED)
- CHANNELIZER
- TRAFFIC FLOW INDICATOR

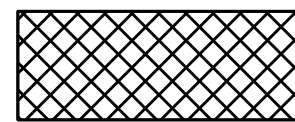
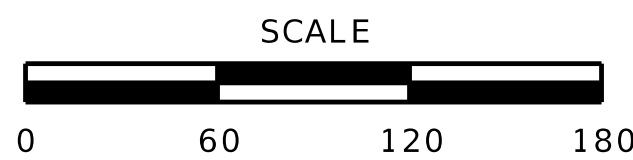
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NUMBER PE-27183
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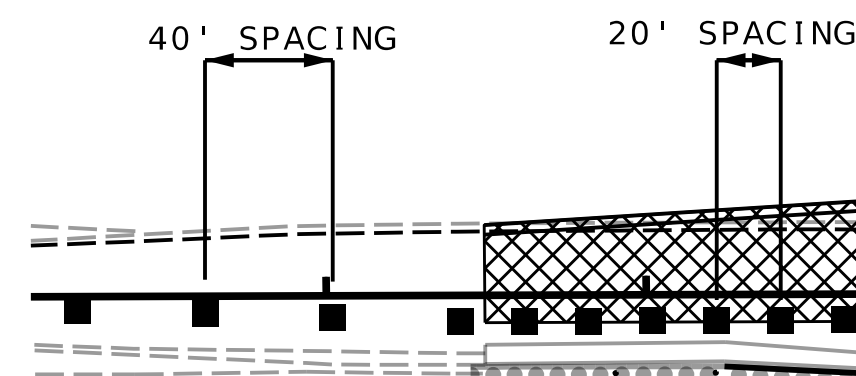
JASPER COUNTY, MISSOURI
TRAFFIC CONTROL
SEC 16 & 21, T28N, R31W
ROUTE HH

SHEET NUMBER
45



STAGE 5 CONSTRUCTION

COMPLETE TIE-INS (APPROX. STA. 277+50.00 TO STA. 280+00.00) AND STA. 284+00.00 TO STA. 285+75.00) UNDER FLAGGER CONTROL USING ONE-LANE TWO-WAY OPERATION.



CL ROUTE HH

280

DR. RUSSELL SMITH WAY

RAMP 2

285

CL ROUTE HH

5

RAMP 4

5

10

TRAFFIC CONTROL LEGEND

- SIGN (SINGLE SIDED)
- CHANNELIZER

TRAFFIC CONTROL
SHEET 12 OF 13

SHEET NUMBER

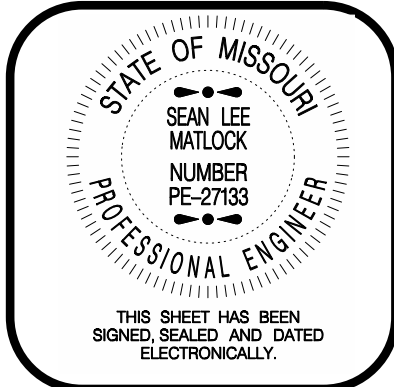
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JASPER COUNTY, MISSOURI

TRAFFIC CONTROL

SEC 16 & 21, T28N, R31W

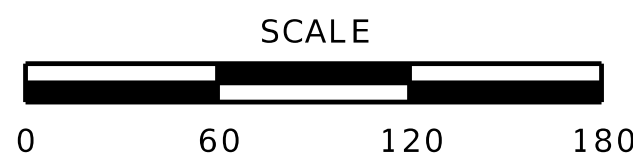
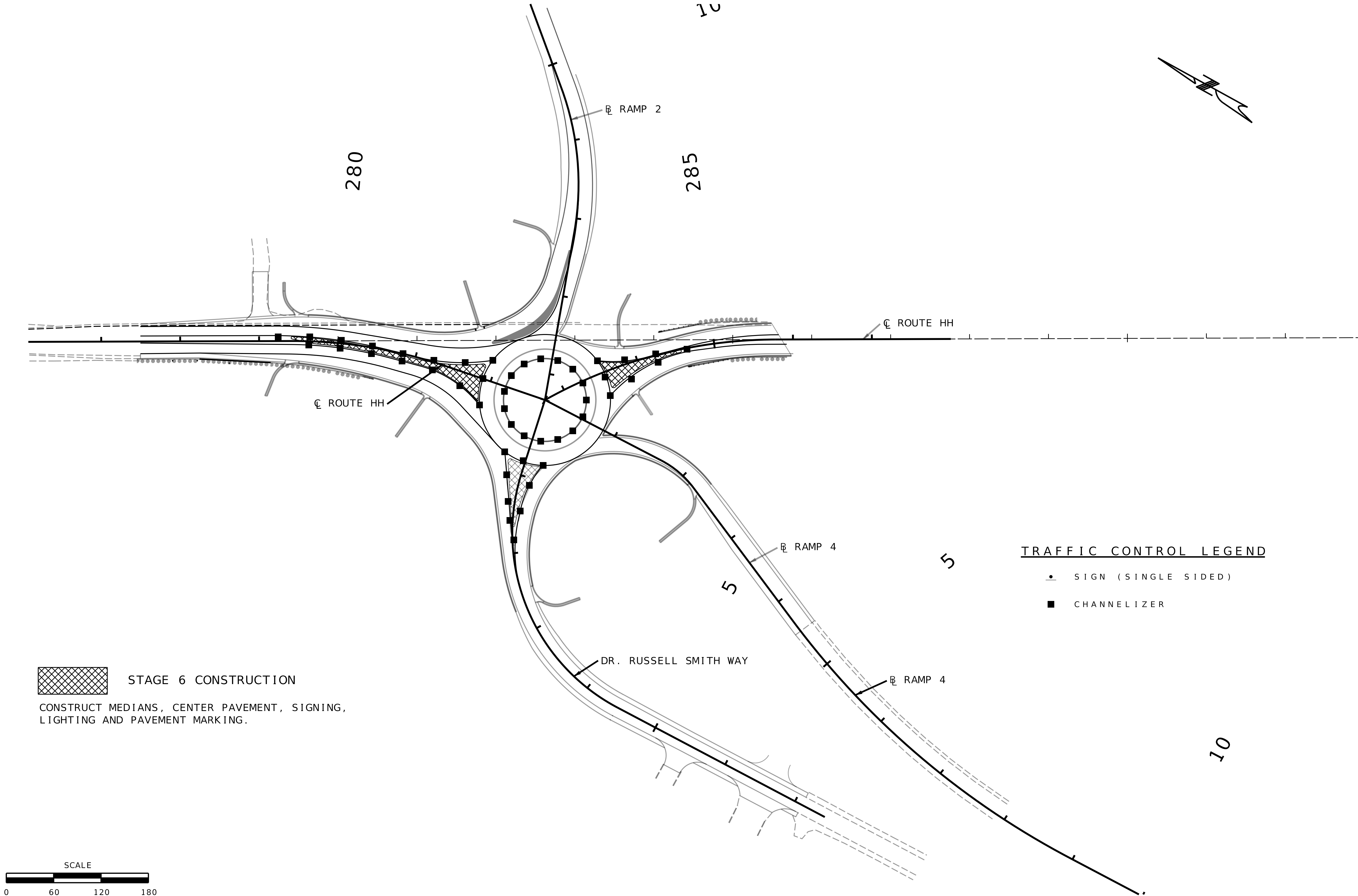
ROUTE HH

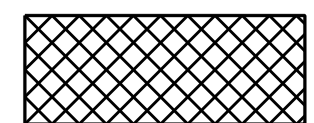


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				CHECK BY	
				DATE	
				FIELD BOOK	
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 STAGE 6 CONSTRUCTION
CONSTRUCT MEDIANS, CENTER PAVEMENT, SIGNING,
LIGHTING AND PAVEMENT MARKING.

TRAFFIC CONTROL LEGEND

- SIGN (SINGLE SIDED)
- CHANNELIZER

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JASPER COUNTY, MISSOURI

TRAFFIC CONTROL

SEC 16 & 21, T28N, R31W
ROUTE HH

SHEET NUMBER

47

TRAFFIC CONTROL
SHEET 13 OF 13



STA. 282+72.71 ROUTE HH =
STA. 14+27.42 RAMP 2 =
STA. 0+00.00 RAMP 4 =
STA. 0+00.00 DR. RUSSELL SMITH WAY

CL ROUTE I-49

EXIST. R/W

S.L.

S.L.

S.L.

N 89° 49' 06" E CL ROUTE HH

N 89° 49' 06" E CL ROUTE HH

S.L.

NEW R/W

EXIST. R/W

TEMP. ESMT.

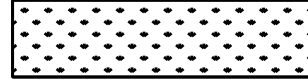
CL DR. RUSSELL SMITH WAY

S.L.

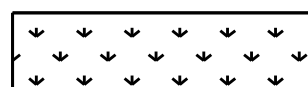
TEMPORARY EROSION CONTROL LEGEND



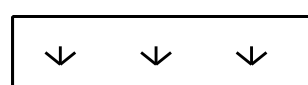
SILT FENCE



TYPE 2B EROSION CONTROL BLANKET (4:1)



TYPE 2C EROSION CONTROL BLANKET (3:1)



TYPE 2D EROSION CONTROL BLANKET (2:1)



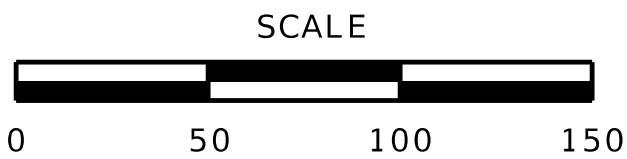
SEEDING COOL SEASON MIXTURE



ROCK DITCH CHECK



SEDIMENT TRAP



INITIAL
EROSION CONTROL SHEET
SHEET 1 OF 3

REVISIONS		DRAWING INFO.				
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JASPER COUNTY, MISSOURI

EROSION CONTROL

SEC 21, T28N, R31W

ROUTE HH

SHEET NUMBER

48



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STA. 282+72.71 ROUTE HH =
STA. 14+27.42 RAMP 2 =
STA. 0+00.00 RAMP 4 =
STA. 0+00.00 DR. RUSSELL SMITH WAY

280

10

285

CL ROUTE I-49

S.L.

S.L.

S.L.

N 89° 49' 06" E CL ROUTE HH

N 89° 49' 06" E CL ROUTE HH

277+29.31

S.L.

NEW R/W

EXIST. R/W

TEMP. ESMT.

S.L.

CL DR. RUSSELL SMITH WAY

S.L.

5

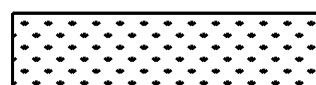
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INTERMEDIATE
EROSION CONTROL SHEET
SHEET 2 OF 3

TEMPORARY EROSION CONTROL LEGEND



SILT FENCE



TYPE 2B EROSION CONTROL BLANKET (4:1)



TYPE 2C EROSION CONTROL BLANKET (3:1)



TYPE 2D EROSION CONTROL BLANKET (2:1)



SEEDING COOL SEASON MIXTURE



ROCK DITCH CHECK



SEDIMENT TRAP



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MATLOCK
NUMBER
PE-27183

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JASPER COUNTY, MISSOURI

EROSION CONTROL

SEC 21, T28N, R31W

ROUTE HH

SHEET NUMBER

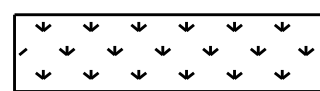
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STA. 282+72.71 ROUTE HH =
STA. 14+27.42 RAMP 2 =
STA. 0+00.00 RAMP 4 =
STA. 0+00.00 DR. RUSSELL SMITH WAY

TEMPORARY EROSION CONTROL LEGEND

-  SEEDING COOL SEASON MIXTURE
-  SEDIMENT TRAP



FINAL
EROSION CONTROL SHEET
SHEET 3 OF 3

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SHEET NUMBER

50

JASPER COUNTY, MISSOURI

EROSION CONTROL

SEC 21, T28N, R31W

ROUTE HH

STATE OF MISSOURI

SEAN LEE MATLOCK

NUMBER PE-27183

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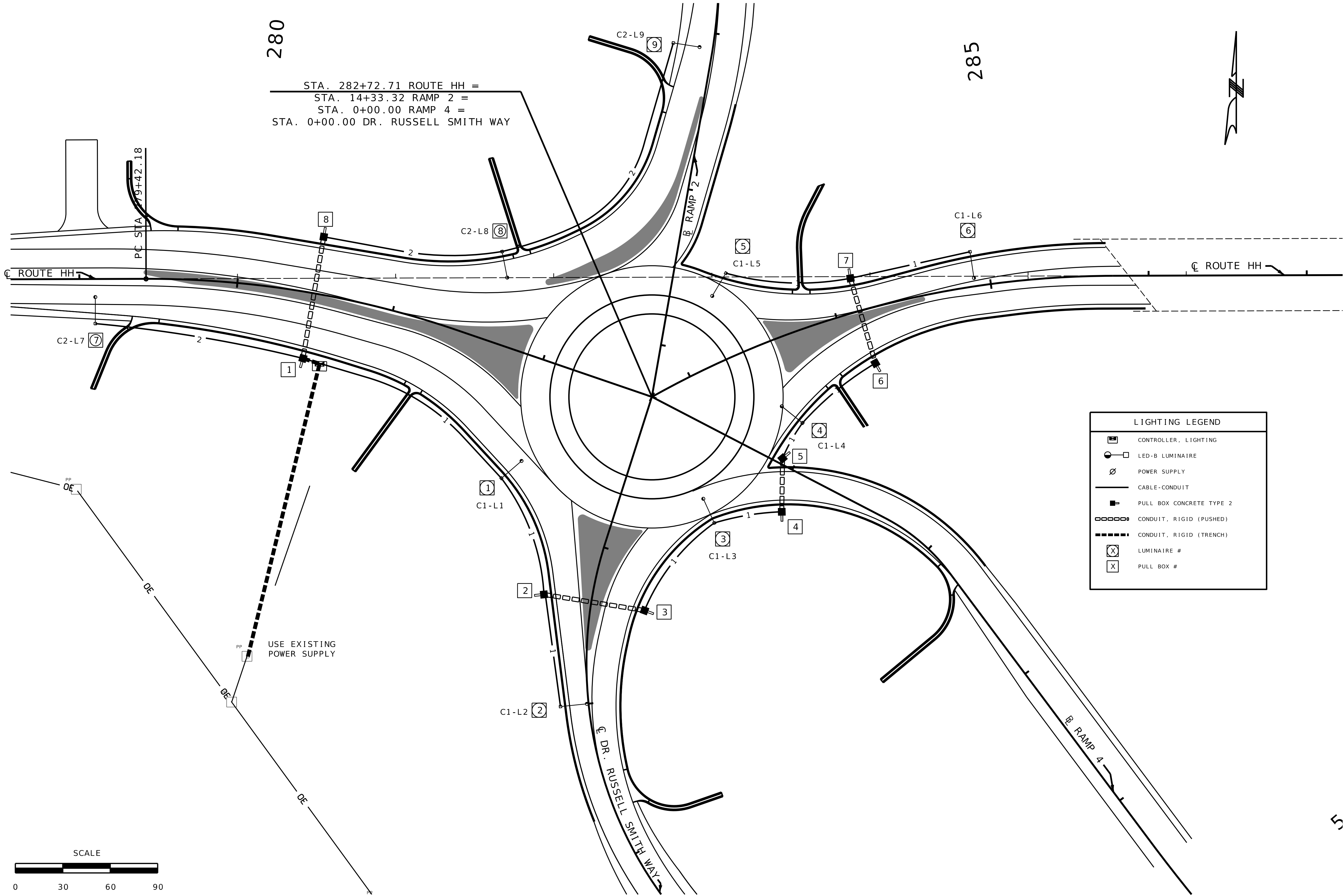
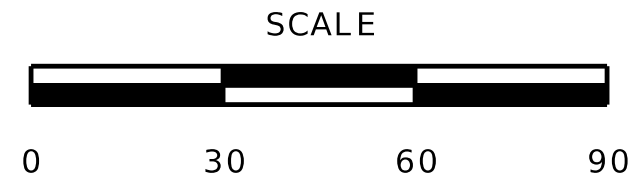
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STA. 14+33.32 RAMP 2 =
STA. 0+00.00 RAMP 4 =
STA. 0+00.00 DR. RUSSELL SMITH WAY

LIGHTING LEGEND	
	CONTROLLER, LIGHTING
	LED-B LUMINAIRE
	POWER SUPPLY
	CABLE-CONDUIT
	PULL BOX CONCRETE TYPE 2
	CONDUIT, RIGID (PUSHED)
	CONDUIT, RIGID (TRENCH)
	LUMINAIRE #
	PULL BOX #

LIGHTING
SHEET 1 OF 1

SHEET NUMBER
51

JASPER COUNTY, MISSOURI
FINAL PLANS
SEC 21, T28N, R31W
DR. RUSSELL SMITH WAY & RAMP 4

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NUMBER
PE-27183
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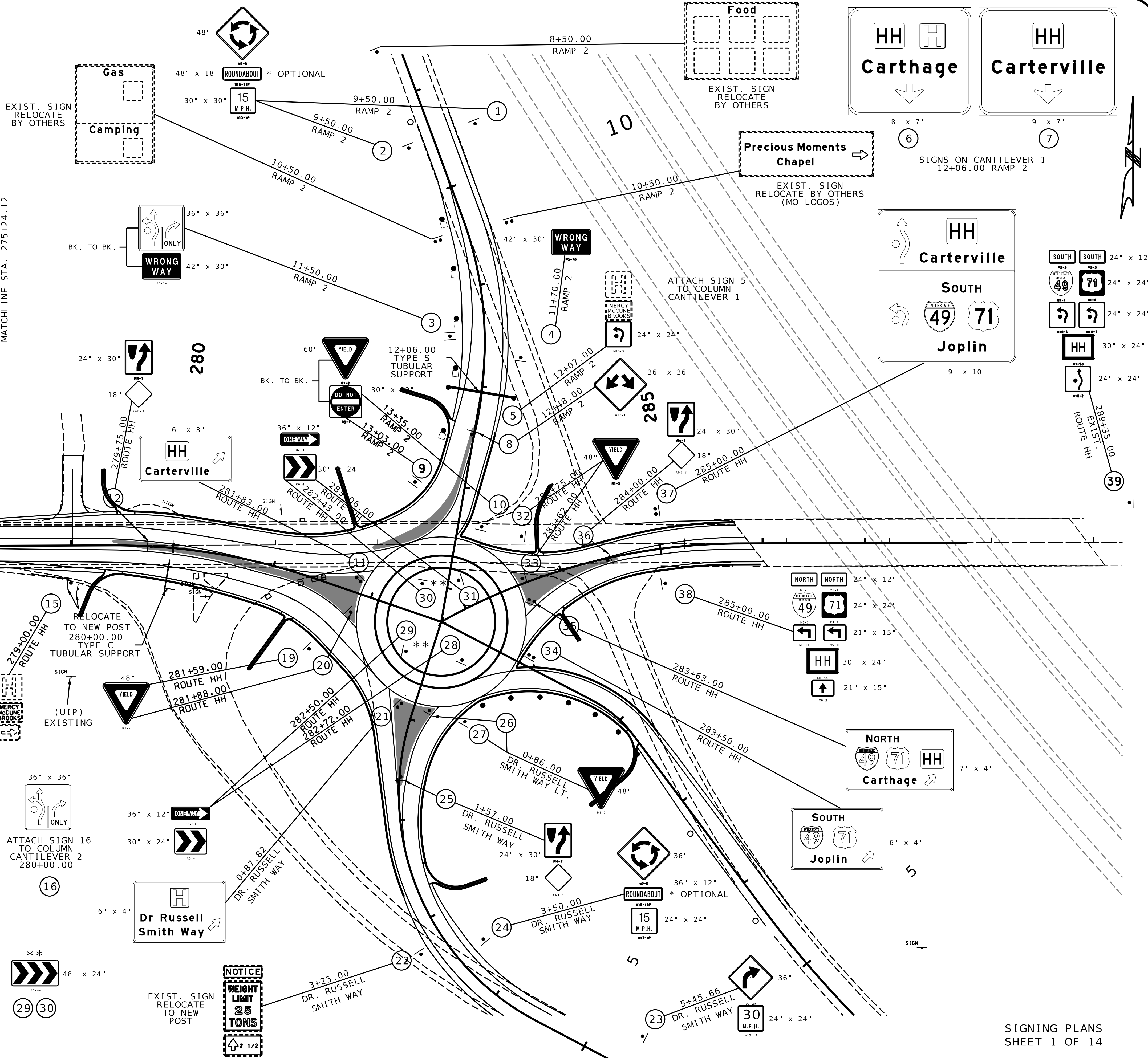
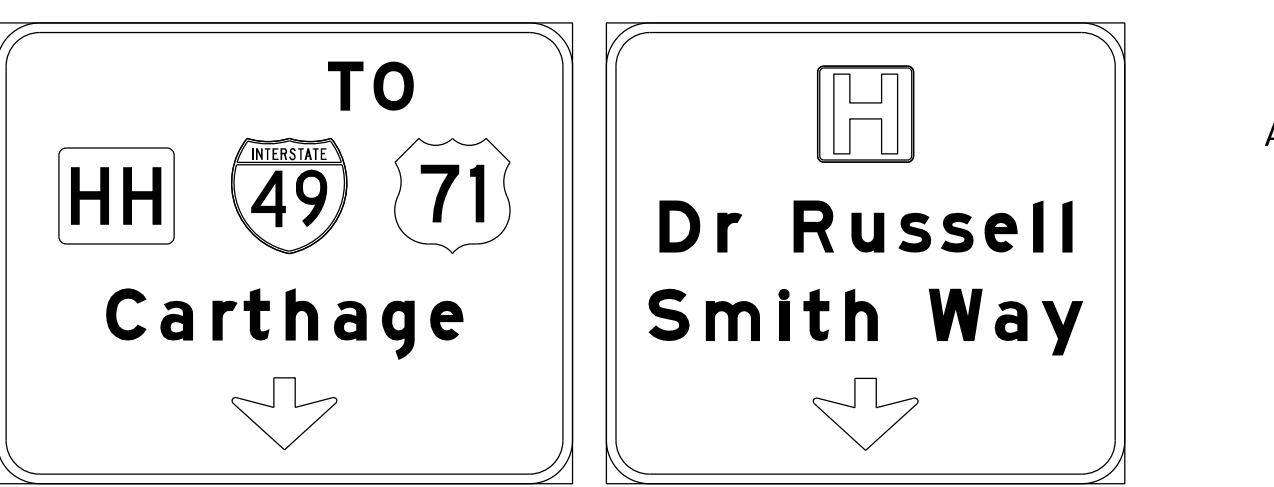
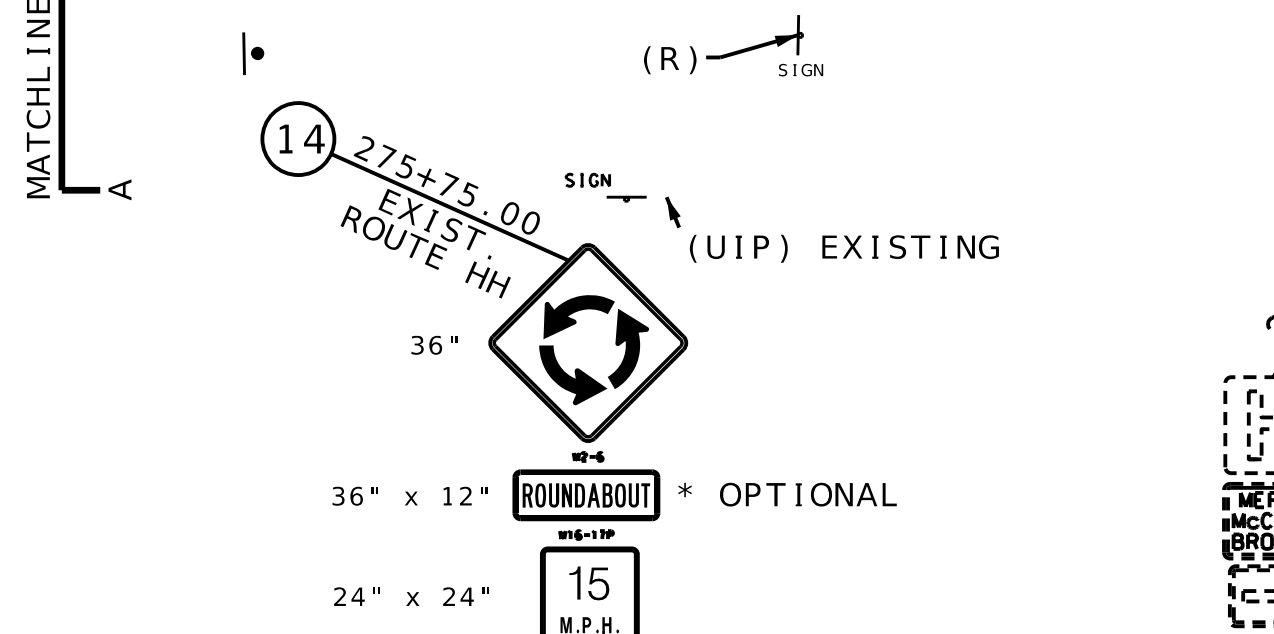
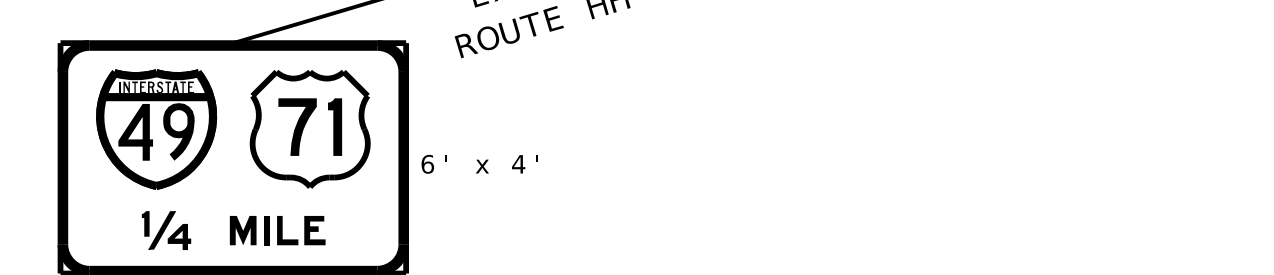
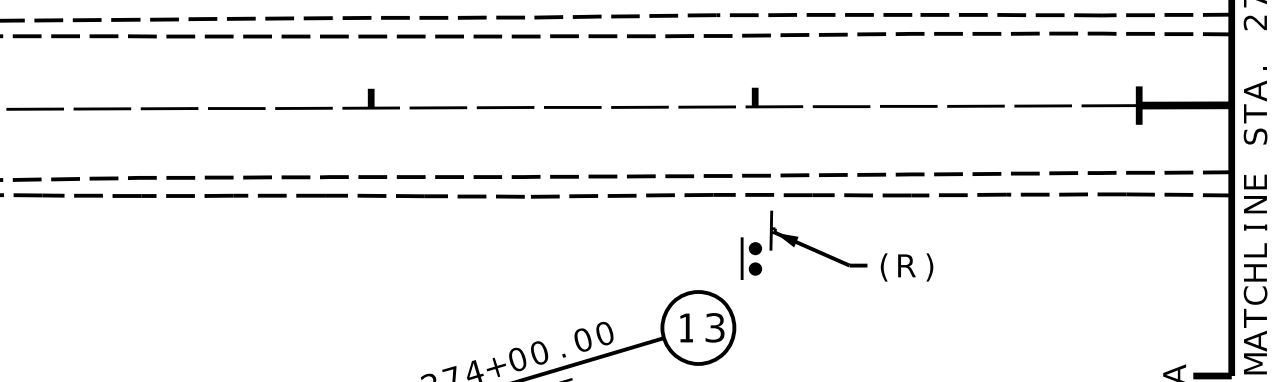
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	SINGLE POST SIGN
	BACK TO BACK SINGLE POST SIGN
	MULTI POST SIGN
	EXIST. SIGN
	TWO-TUBE CANTILEVER
	WHITE DELINEATOR
	WHITE DOUBLE STACKED DELINEATOR
	WHITE/RED DELINEATOR
	YELLOW DELINEATOR



SIGNING PLANS
SHEET 1 OF 14

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STATE OF MISSOURI

SEAN LEE
MATLOCK

NUMBER
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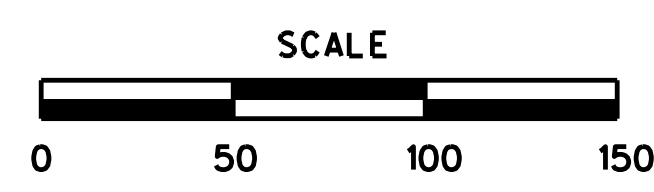
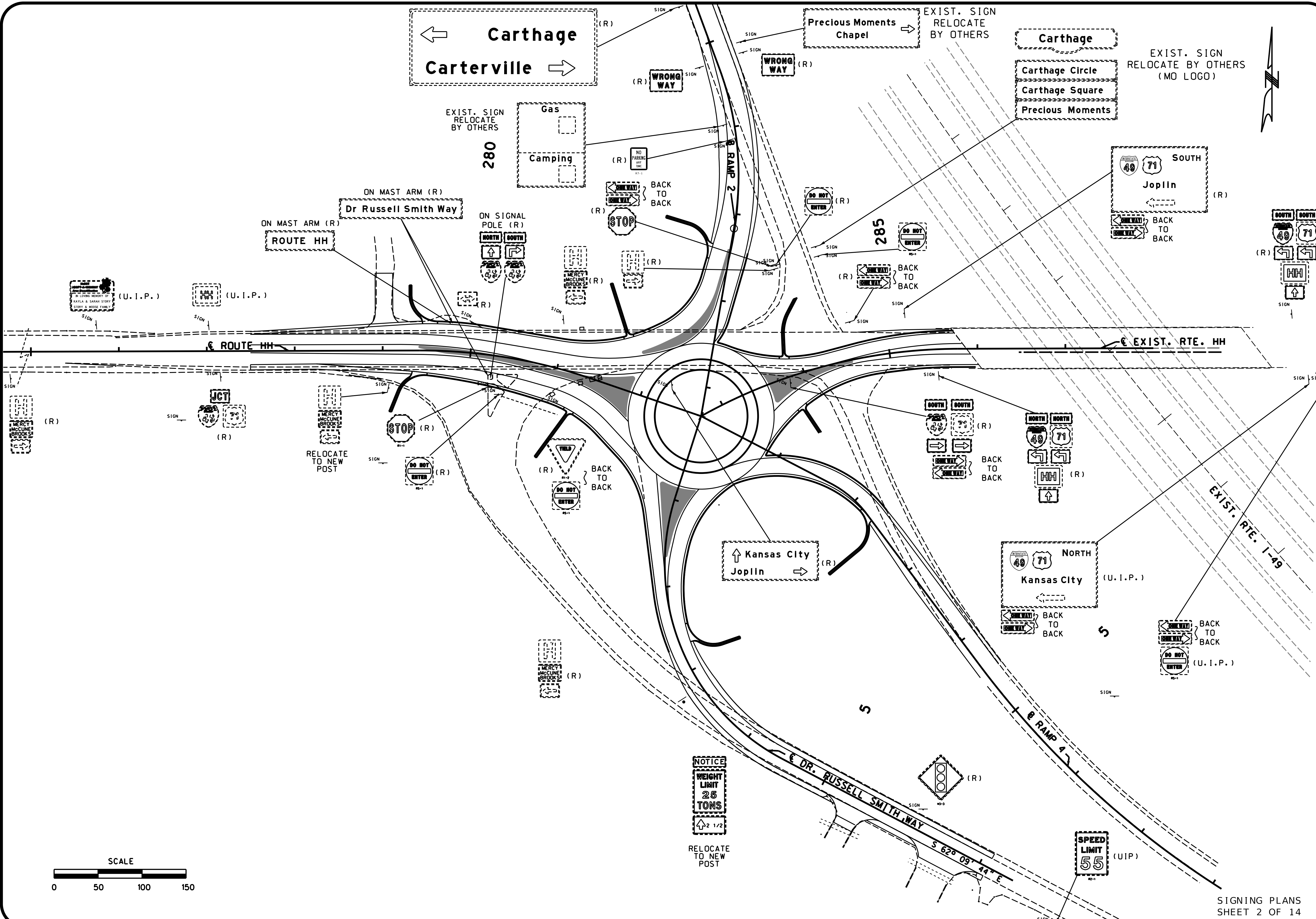
SIGNING PLANS

SEC 16 & 21, T28N, R31W

ROUTE HH

SHEET NUMBER

52



53

SHEET NUMBER

JASPER COUNTY, MISSOURI

FINAL PLANS

SEC 16 & 21, T28N, R31W
ROUTE HH

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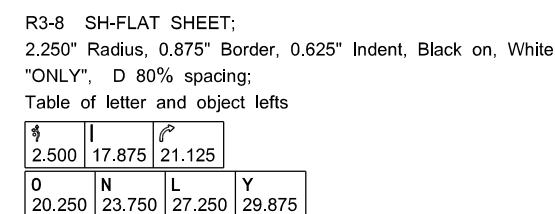
SEAN LEE MATLOCK

NUMBER PE-27183

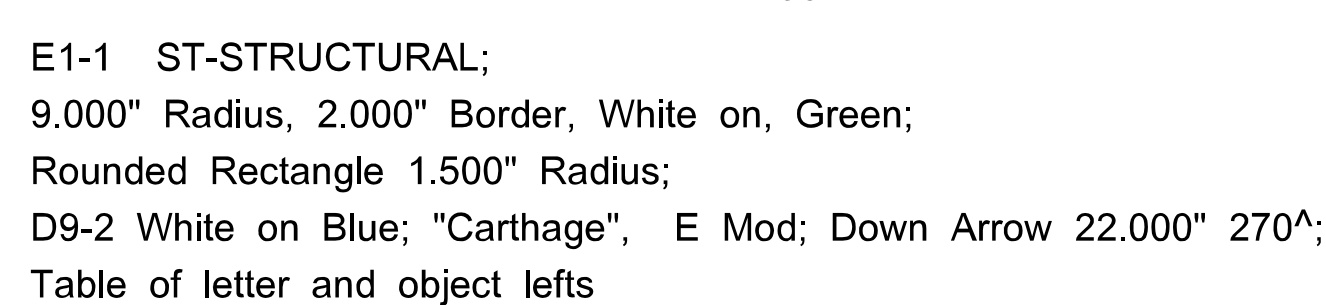
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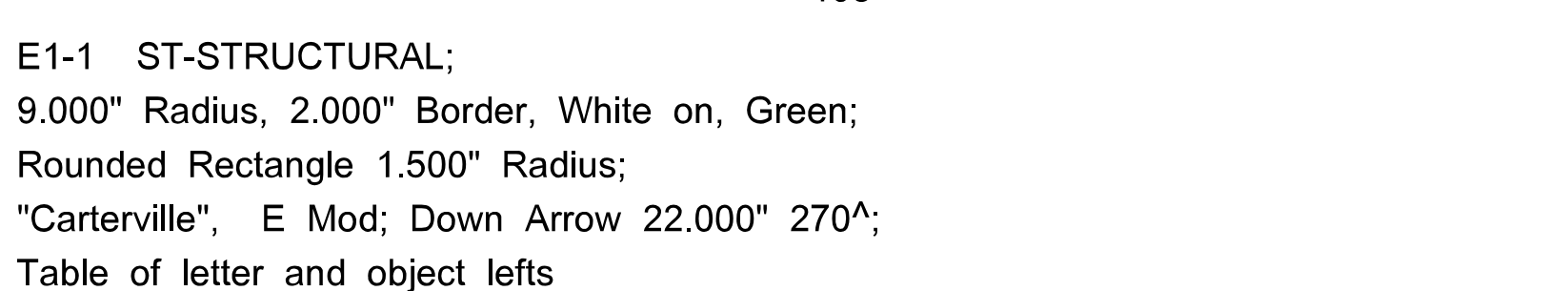
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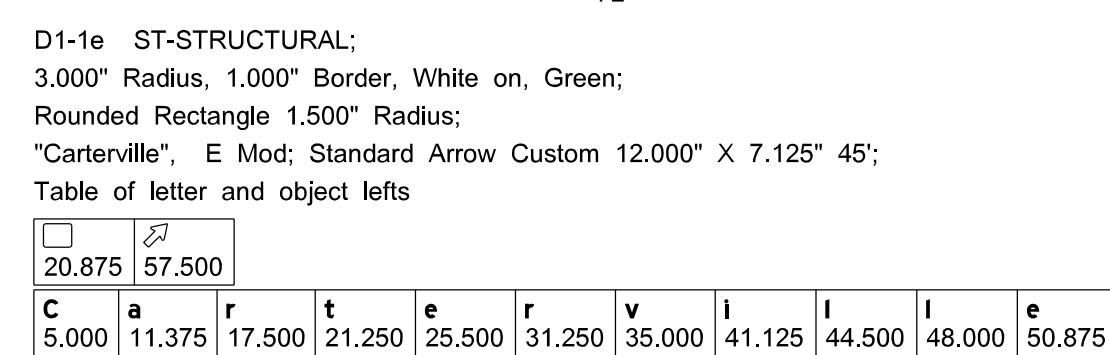
SIGN NO.: 16
STATION: 280+00.00
ROADWAY: ROUTE HH RT.



C	a	r	t	h	a	g	e
10.875	22.125	33.000	39.500	48.250	58.250	68.250	78.375
↓ 37.125							

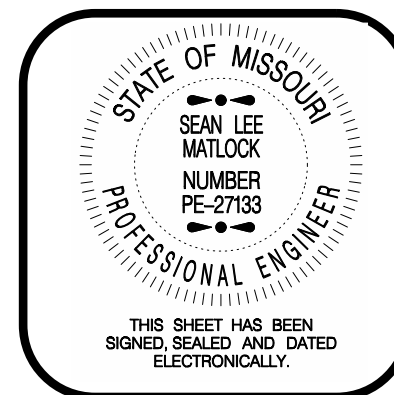
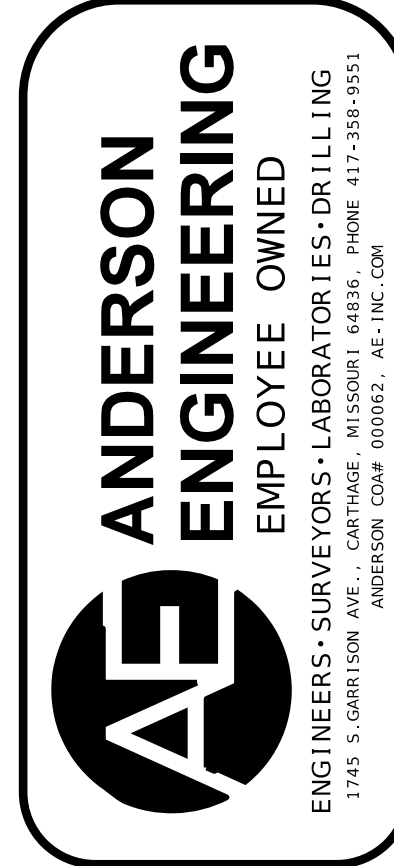
ROADWAY: RAMP 2 OVERHEAD[illegible]

SIGN NO.: 7
STATION: 12+07.00
ROADWAY: RAMP 2 OVERHEAD



SIGN NO.: 11
STATION: 281+83.00
ROADWAY: ROUTE HH LT.

SIGNING PLANS
SHEET 3 OF 14



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				CHECK BY
				DATE
				FIELD BOOK
				JOB NUMBER

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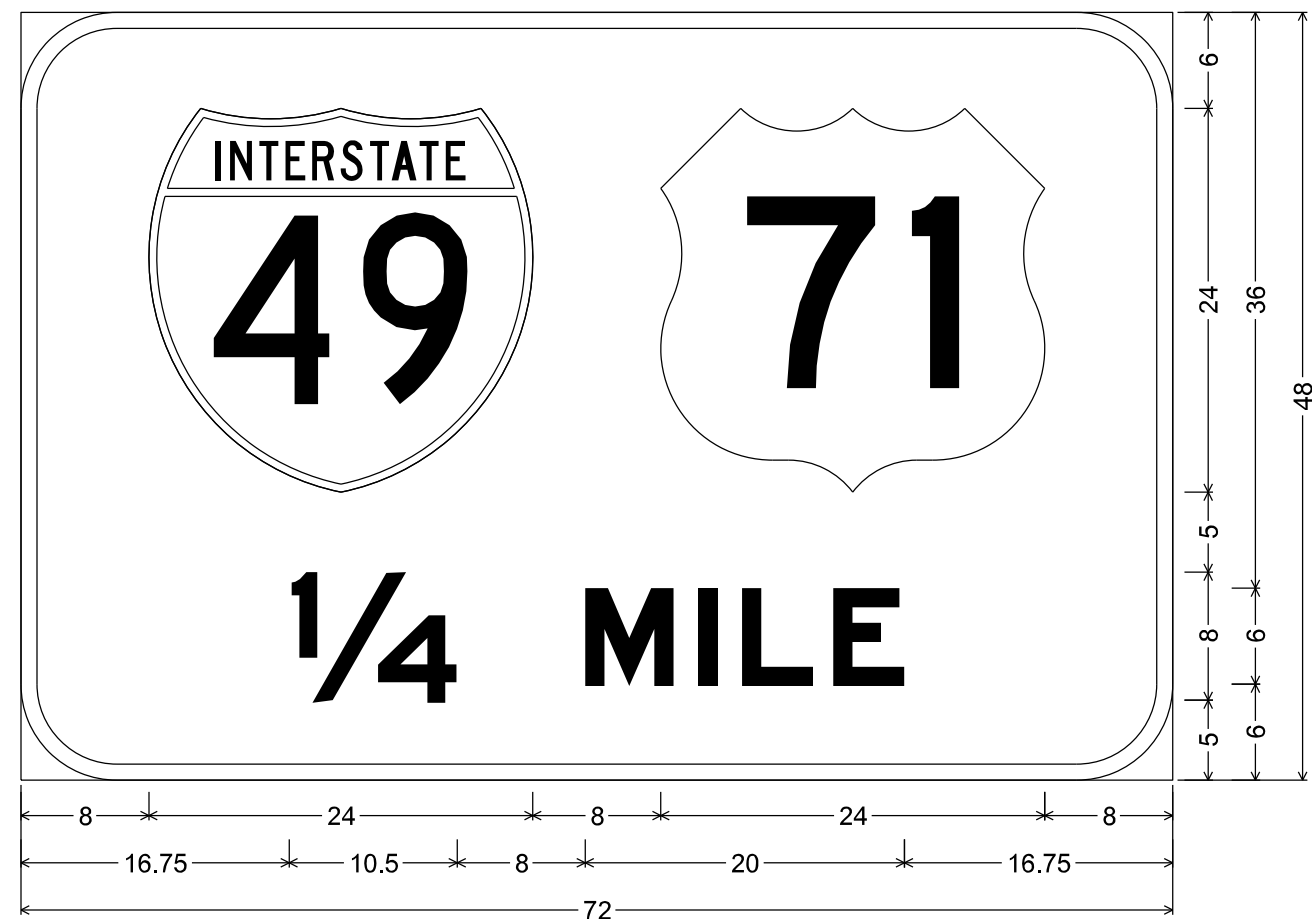
JASPER COUNTY, MISSOURI

SIGNING PLANS

SEC 16 & 21, T28N, R31W

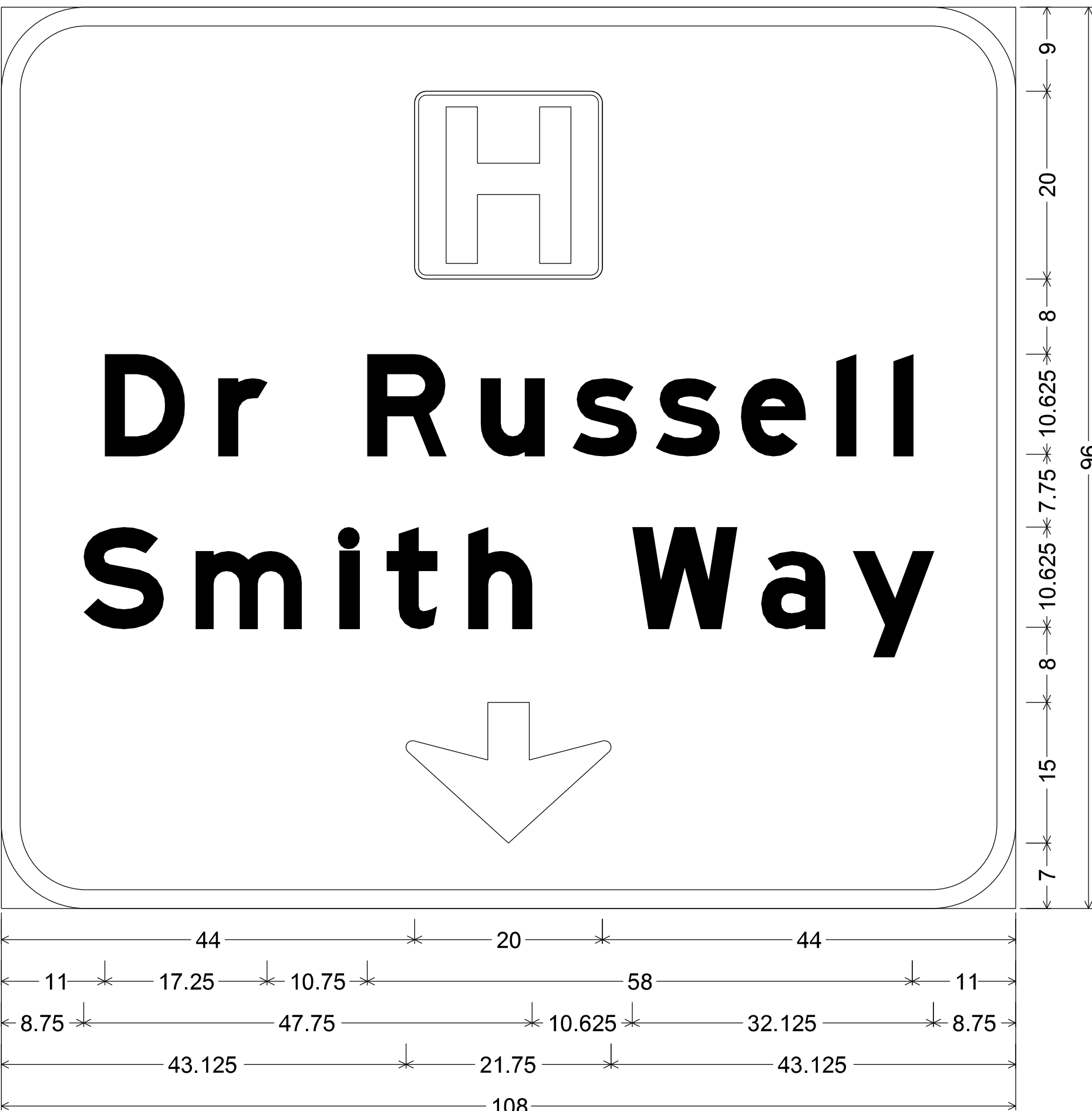
ROUTE HH

SHEET NUMBER
54



D3-2 ST-STRUCTURAL;
6.000" Radius, 1.000" Border, White on, Green;
Interstate 49 12.000" C; "1/4", E Mod; "MILE", E Mod;
Table of letter and object lefts

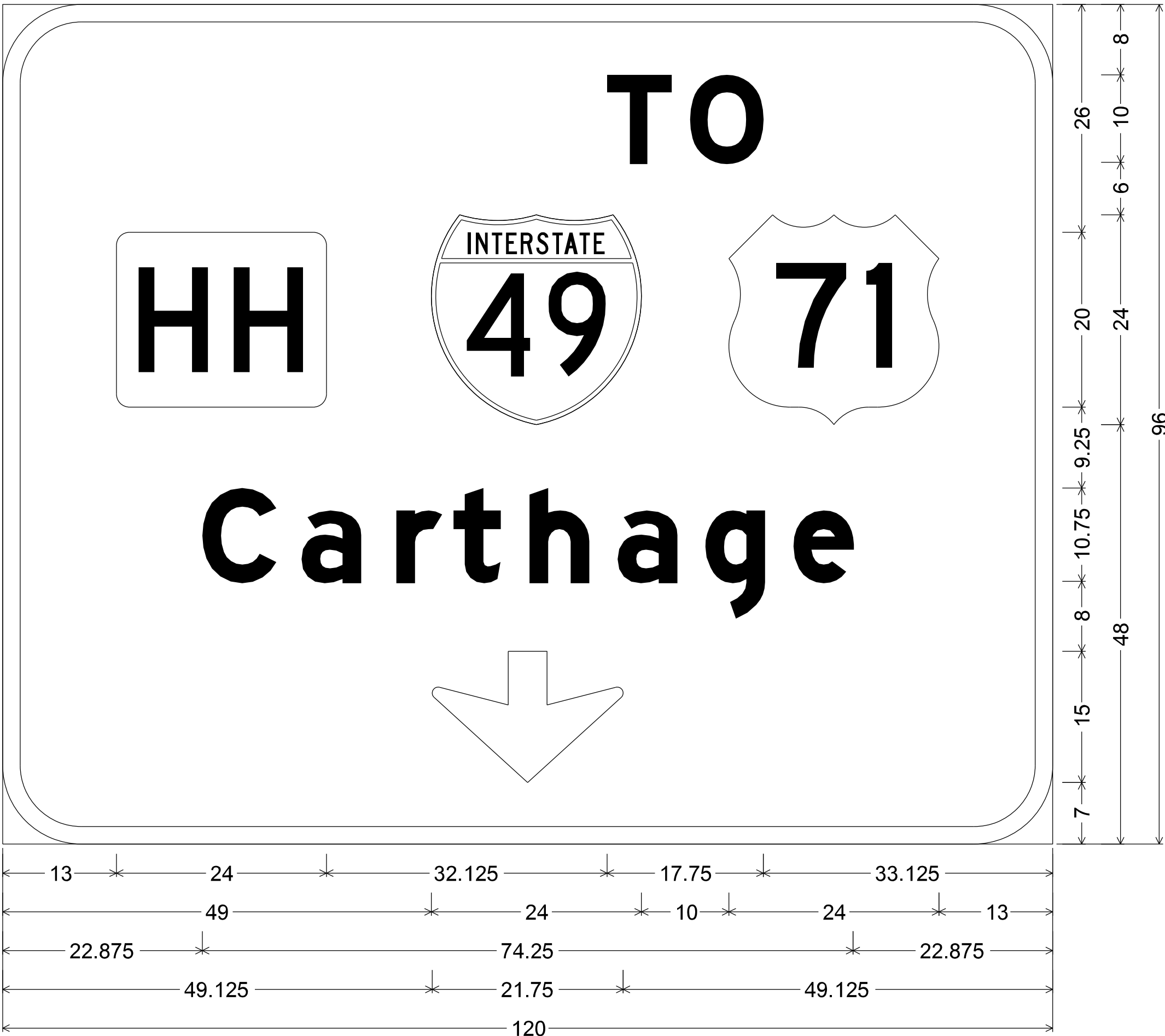
8.000	40.000
1/4	M
16.750	35.250



E1-1 ST-STRUCTURAL;
9.000" Radius, 2.000" Border, White on, Green;
D9-2 White on Blue; "Dr Russell", E Mod; "Smith Way", E Mod;
Down Arrow 22.000" 270°;
Table of letter and object lefts

44.000								
D	r	R	u	s	s	e	l	l
11.000	23.125	39.000	51.000	60.875	69.625	78.750	88.875	95.000
S	m	i	t	h	W	a	y	
8.750	20.625	36.000	41.000	49.750	67.125	80.875	90.625	
43.125								

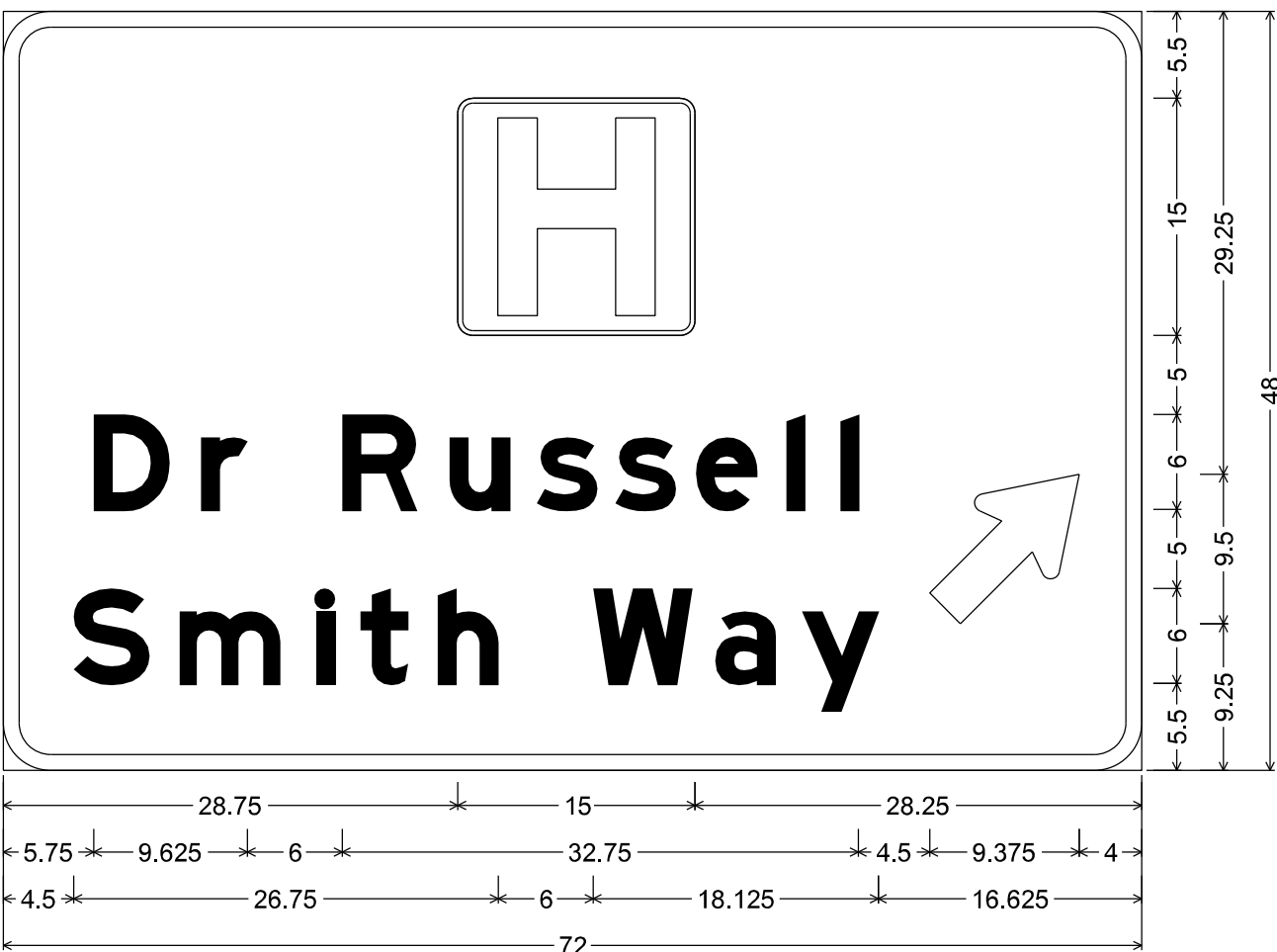
SIGN NO.: 13
STATION: 274+00.00
ROADWAY: EXIST. ROUTE HH RT.



E1-1 ST-STRUCTURAL;
9.000" Radius, 2.000" Border, White on, Green;
" ", E Mod; Rounded Rectangle 1.500" Radius;
"TO", E Mod; Interstate 49 12.000" C; "Carthage", E Mod; Down Arrow 22.000" 270°;
Table of letter and object lefts

T	O						
69.125	78.625						
	৳	৳					
13.000	49.000	83.000					
C	a	r	t	h	a	g	e
22.875	34.125	45.000	51.500	60.250	70.250	80.250	90.375
↓							
49.125							

SIGN NO.: 21
STATION: 0+90.00
ROADWAY: DR. RUSSELL SMITH WAY RT.



D1-1e ST-STRUCTURAL;
3.000" Radius, 1.000" Border, White on, Green;
D9-2 White on Blue; "Dr Russell", E Mod; "Smith Way", E Mod;
Standard Arrow Custom 12.000" X 7.125" 45°;
Table of letter and object lefts

28.750									
D	r	R	u	s	s	e	l	l	
5.750	12.500	21.375	28.250	33.750	38.750	43.875	49.500	53.000	58.625
S	m	i	t	h	W	a	y		
4.500	11.125	19.750	22.625	27.500	37.250	45.000	50.500		

SIGN NO.: 17
STATION: 280+00.00
ROADWAY: ROUTE HH OVERHEAD

SIGNING PLANS
SHEET 4 OF 14

ANDERSON
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ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
1745 S. GARRISON AVE., CARTHAGE, MISSOURI 64836 PHONE 417-358-9551
ANDERSON.COM# 000682, AC-INC.COM

STATE OF MISSOURI
SEAN LEE
MATLOCK
NUMBER
PE-27163
PROFESSIONAL ENGINEER

THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY.

DRAWING INFO.		REVISIONS				
NO.	DATE	DESCRIPTION	BY	DATE	FIELD BY	JOB NUMBER

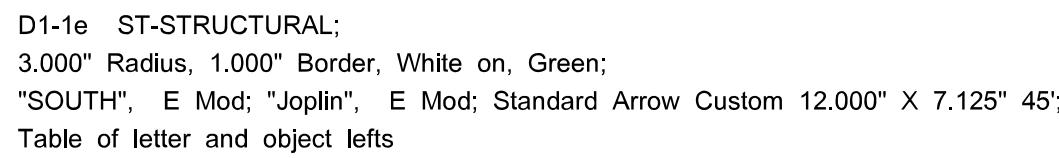
JASPER COUNTY, MISSOURI

SIGNING PLANS

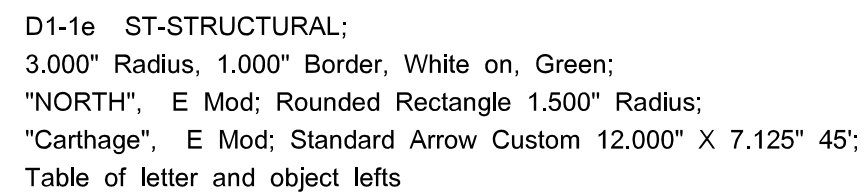
SEC 16 & 21, T28N, R31W

ROUTE HH

SHEET NUMBER
55



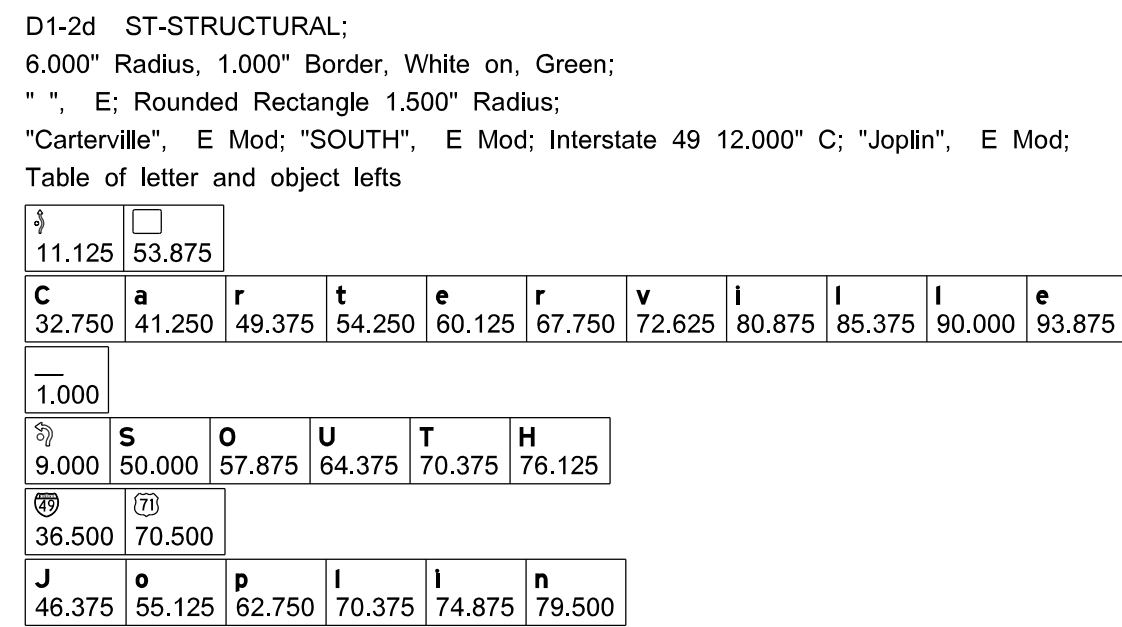
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STATION: 283+50.00
ROADWAY: ROUTE HH RT.



SIGN NO.: 35

STATION: 283+63.00

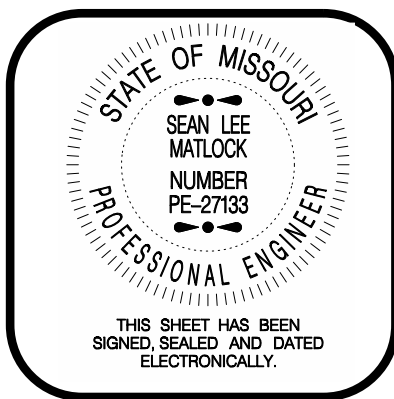
ROADWAY: ROUTE HH RT.



SIGN NO.: 37
STATION: 285+00.00
ROADWAY: ROUTE HH LT.

AE **ANDERSON**
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EMPLOYEE OWNED

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1745 S. GARRISON AVE. • CARHAGE, MISSOURI 64836 • PHONE 417-358-9551
ANDERSON.COM 000062 AE-INC.COM



DRAWING INFO.					
REVISIONS					
NO.	DESCRIPTION	BY	DATE	FIELD BY	
				DRAWN BY	
				CHECK BY	
				DATE	
				FIELD BOOK	
				JOB NUMBER	

JASPER COUNTY, MISSOURI

SIGNING PLANS

SEC 16 & 21, T28N, R31W

ROUTE HH

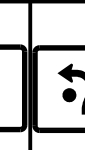
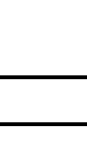
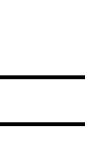
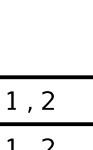
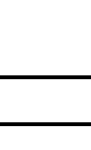
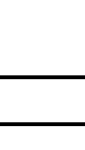
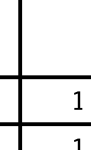
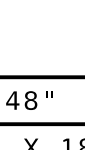
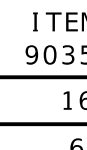
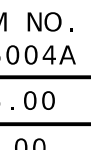
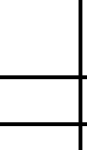
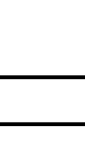
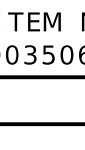
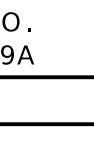
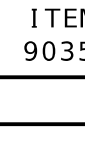
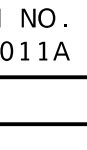
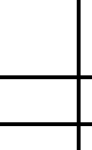
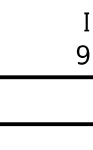
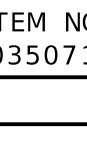
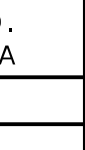
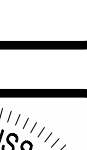
SHEET NUMBER

56

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

** BREAKAWAY ASSEMBLY IS INCIDENTAL FOR STRUCTURAL STEEL AND PIPE POSTS.
** BACKING BARS ARE TOTALED WITH STRUCTURAL STEEL OR PIPE POSTS.

STRUCTURAL STEEL POST AND FOOTING DATA TABLE													
POST					FOOTING								
POST DES. NO.	NOM. SIZE	WEIGHT		STUB LENGTH	DIA.	LEVEL GROUND		6:1 GRADE		4:1 GRADE		3:1 OR 2:1 GRADE	
		LBS/FT	LBS/IN			C.Y.	DEPTH	C.Y.	DEPTH	C.Y.	DEPTH	C.Y.	DEPTH
1	W6	9.0	0.75	3'-0"	15"	3'-0"	0.14	3'-2"	0.15	3'-2"	0.16	3'-6"	0.17
2	W6	15.0	1.25	3'-0"	24"	3'-0"	0.47	4'-2"	0.50	4'-3"	0.51	4'-6"	0.54
3	W8	18.0	1.50	4'-6"	28"	4'-6"	0.71	4'-8"	0.73	4'-9"	0.74	5'-0"	0.78
4	W10	22.0	1.83	5'-0"	36"	5'-0"	1.31	5'-2"	1.36	5'-3"	1.39	5'-6"	1.45
5	W10	26.0	2.17	5'-0"	36"	5'-0"	1.31	5'-3"	1.37	5'-5"	1.43	5'-9"	1.52
6	W12	35.0	2.92	5'-6"	36"	5'-6"	1.44	5'-9"	1.52	5'-11"	1.56	6'-3"	1.65

			STANDARD SIGN ASSEMBLIES																																SIGN SUMMARY																																																																																																																																																																																																																																																																																										
NUMBER	STATION	LOCATION	TYPE																																STANDARD SIGN OR SPECIAL SIGN NUMBER	SIGN DETAIL SHEET NO.	NO. EACH	SIZE, TYPE & SQUARE FEET																																																																																																																																																																																																																																																																																							
																																						SIZE	FLAT SHEET SH ITEM NO. 9035004A	FLAT SHEET FLUORESCENT SHF * ITEM NO. 9035069A	STRUCTURAL ST ITEM NO. 9035011A	STRUCTURAL FLUORESCENT STF * ITEM NO. 9035071A																																																																																																																																																																																																																																																																																			
			SIGN DESCRIPTION, SIZES & NUMBER OF EACH																																																																																																																																																																																																																																																																																																																										
SIGN																																																																																																																																																																																																																																																																																																																													

* ORANGE, YELLOW & YELLOW/GREEN

SIGNING PLANS
SHEET 7 OF 14

D - 30



STATE OF MISSOURI

SEAN LEE
MATLOCK

NUMBER
PE-27133

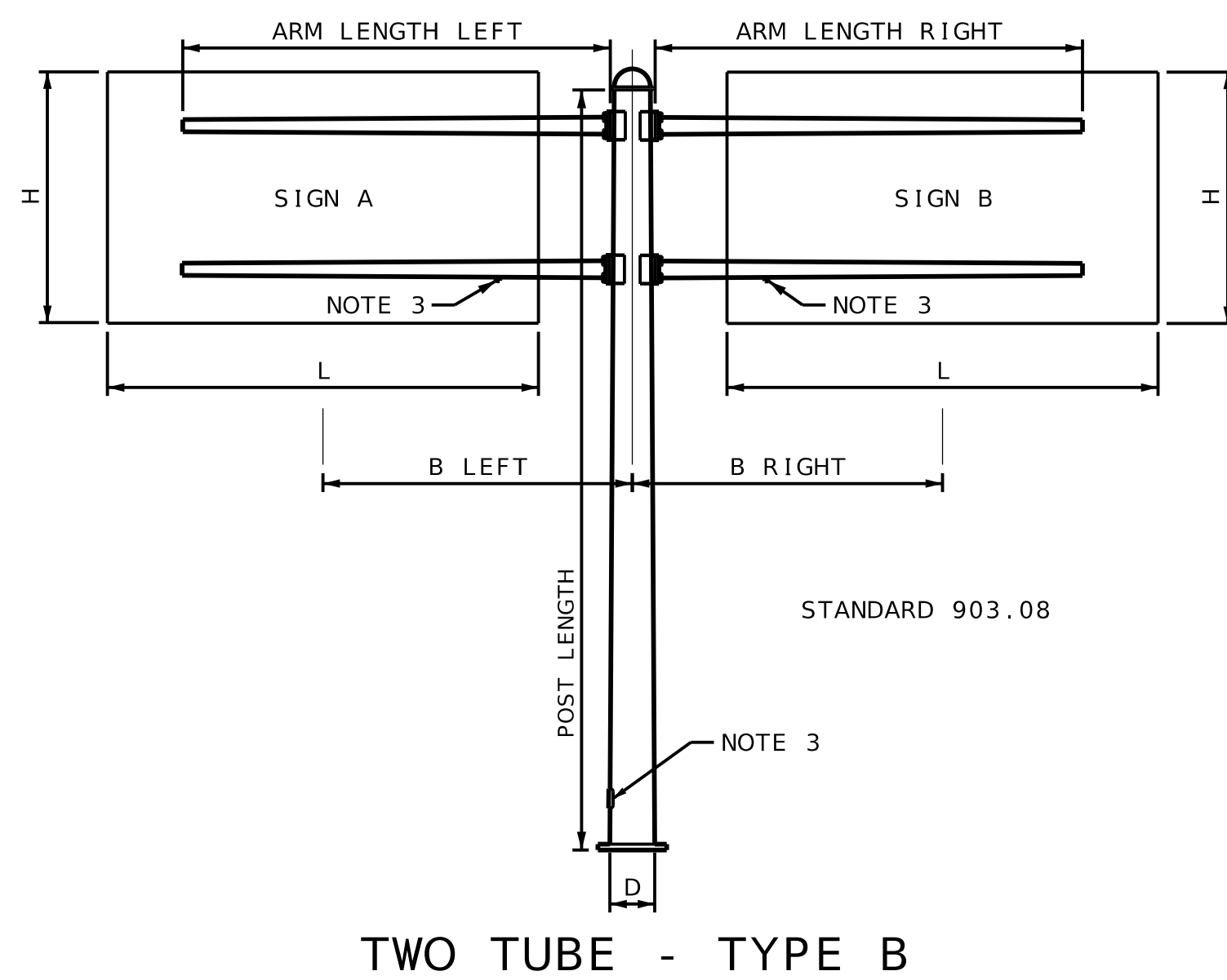
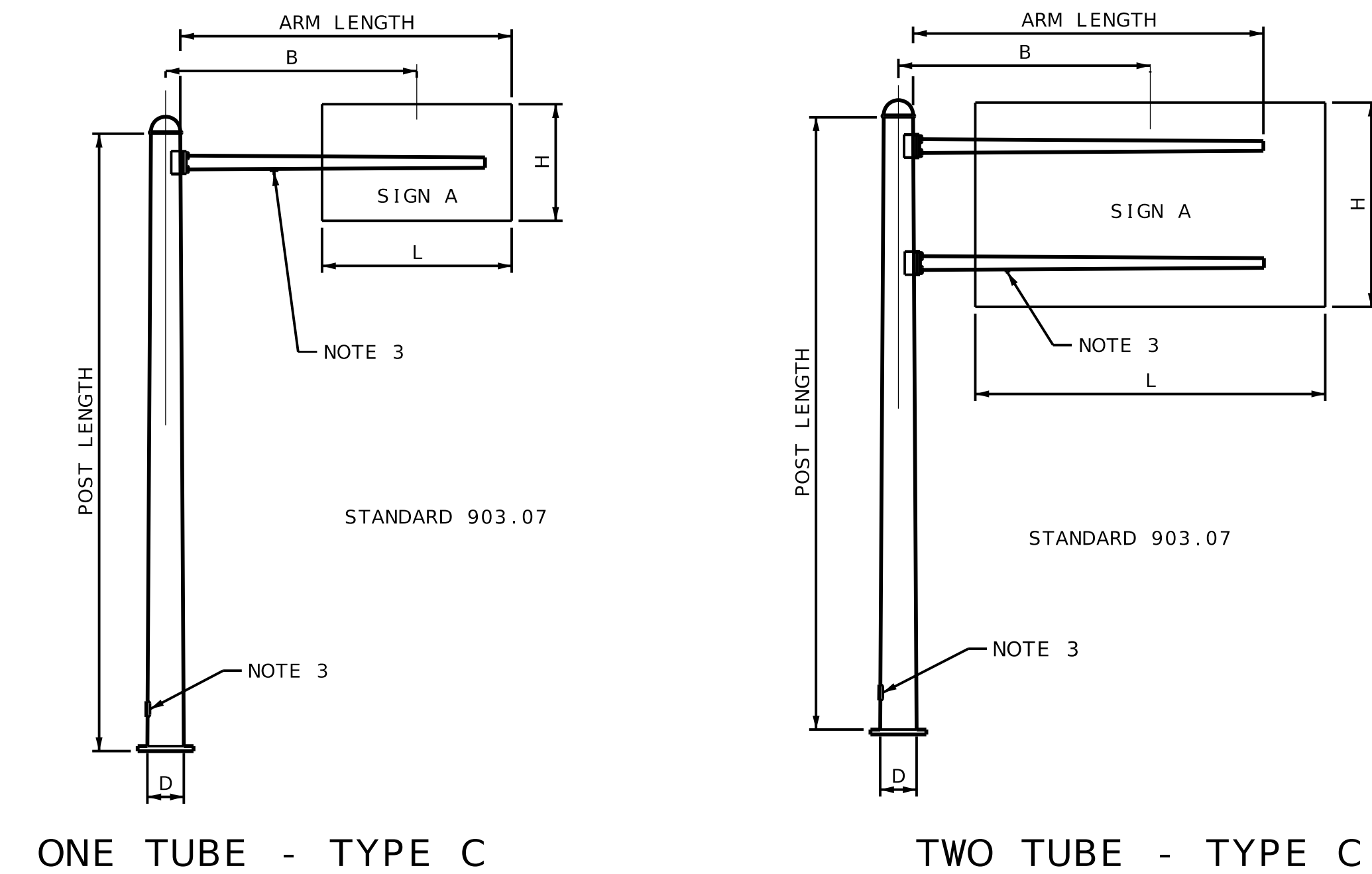
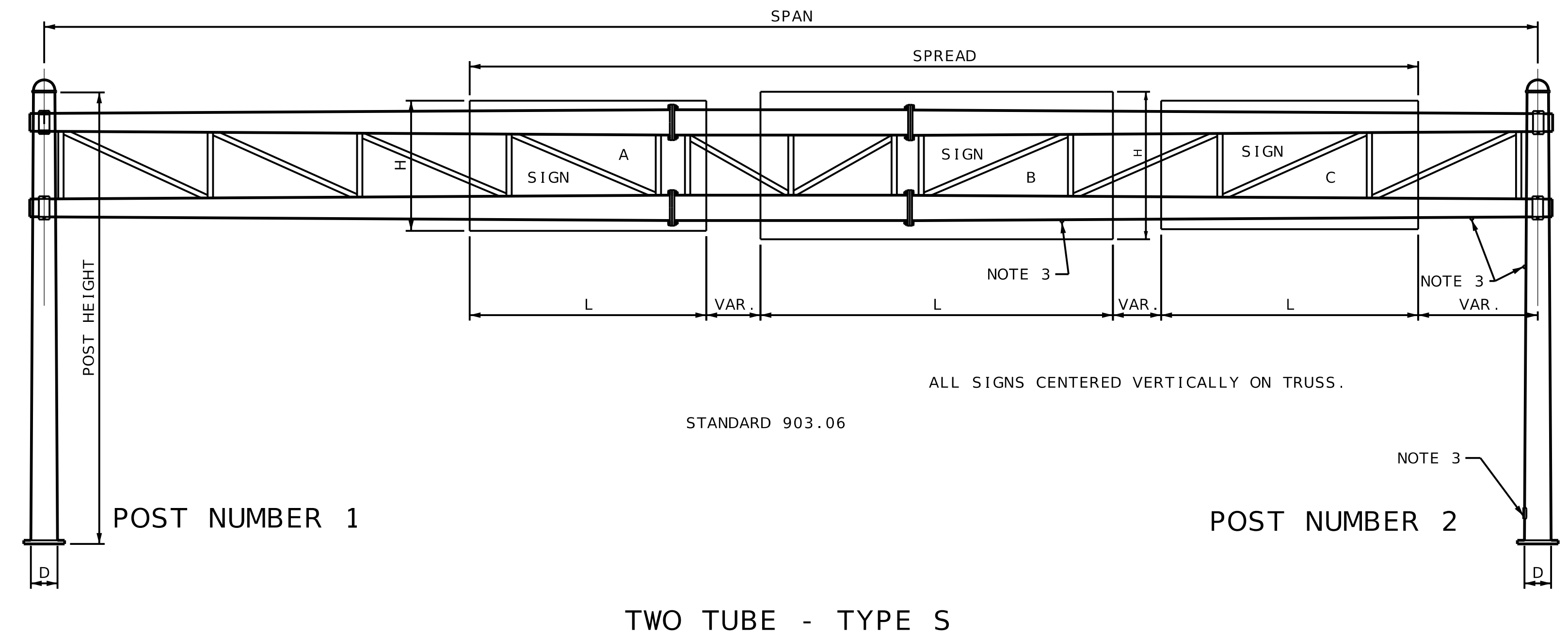
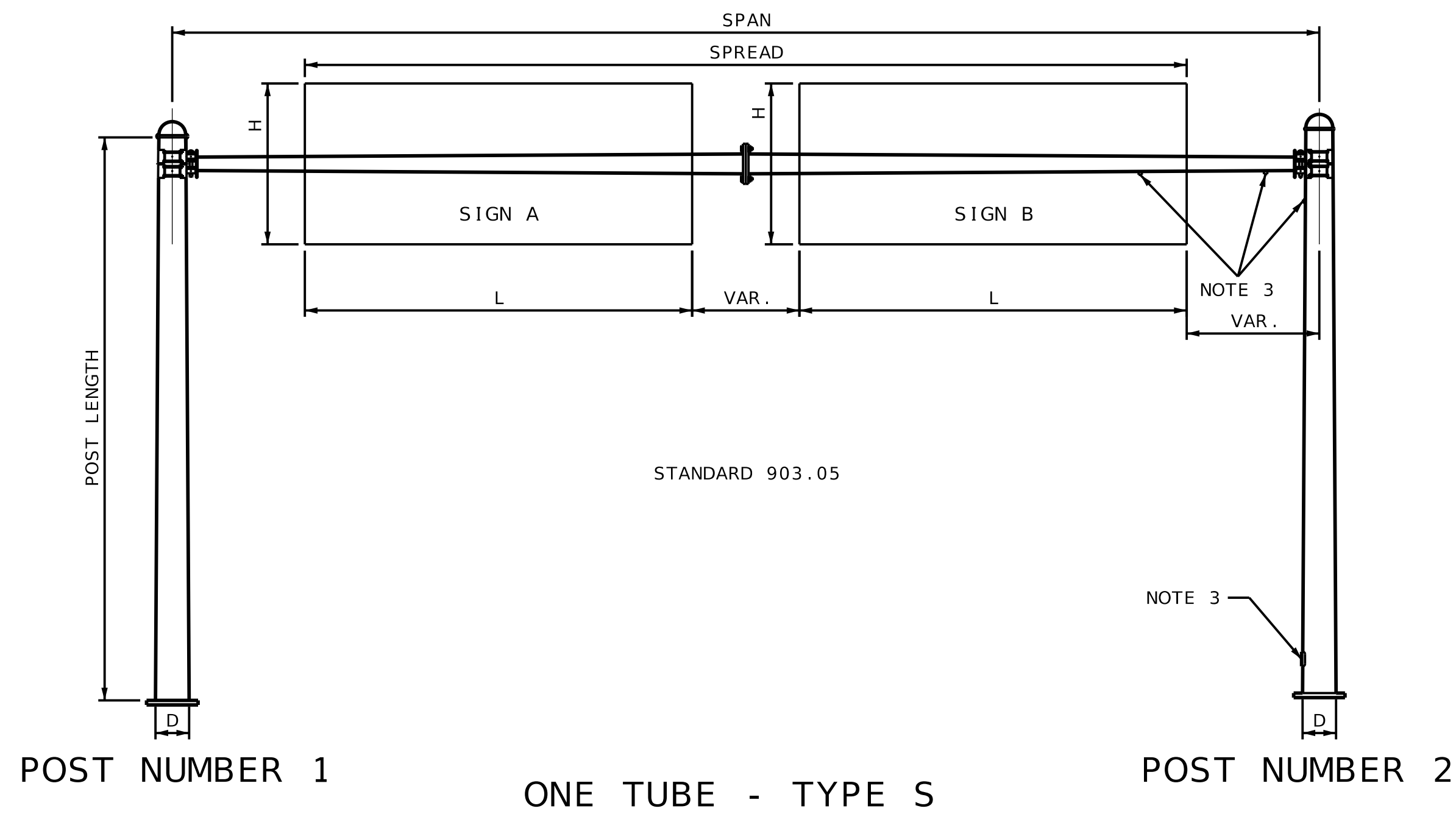
PROFESSIONAL ENGINEER

THIS SHEET HAS BEEN
SIGNED, SEALED AND DATED
ELECTRONICALLY.

REVISIONS				DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	FIELD BY	
				DRAWN BY	
				CHECK BY	
				DATE	
				FIELD BOOK	
				JOB NUMBER	
 COPYRIGHT ANDERSON ENGINEERING INC. 2022					

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

SHEET NUMBER	JASPER COUNTY, MISSOURI
58	SIGNING PLANS
	SEC 16 & 21, T28N, R31W
	ROUTE HH



TUBULAR STEEL SUPPORT NUMBERING SYSTEM

THE FIRST SYMBOL (LETTER) INDICATES TYPE AS, C FOR CANTILEVER, B FOR BUTTERFLY, S FOR SPAN TYPE.

THE SECOND SYMBOL (NUMBER) INDICATES SINGLE (1) OR DOUBLE (2) MAST ARMS OR TRUSS.

THE THIRD SYMBOL (NUMBER) INDICATES GAGE - POST

7 = 7 GAUGE (.1793")	77 = 7 + 7 GAUGE (.3586")
3 = 3 GAUGE (.2500")	33 = 3 + 3 GAUGE (.5000")
0 = 0 GAUGE (.3125")	00 = 0 + 0 GAUGE (.6250")

THE FOURTH SYMBOL (NUMBER) INDICATES DIAMETER IN INCHES OF THE POST BASE.

THE FIFTH SYMBOL (NUMBER) INDICATES LENGTH IN FEET OF ARM OR SPAN.

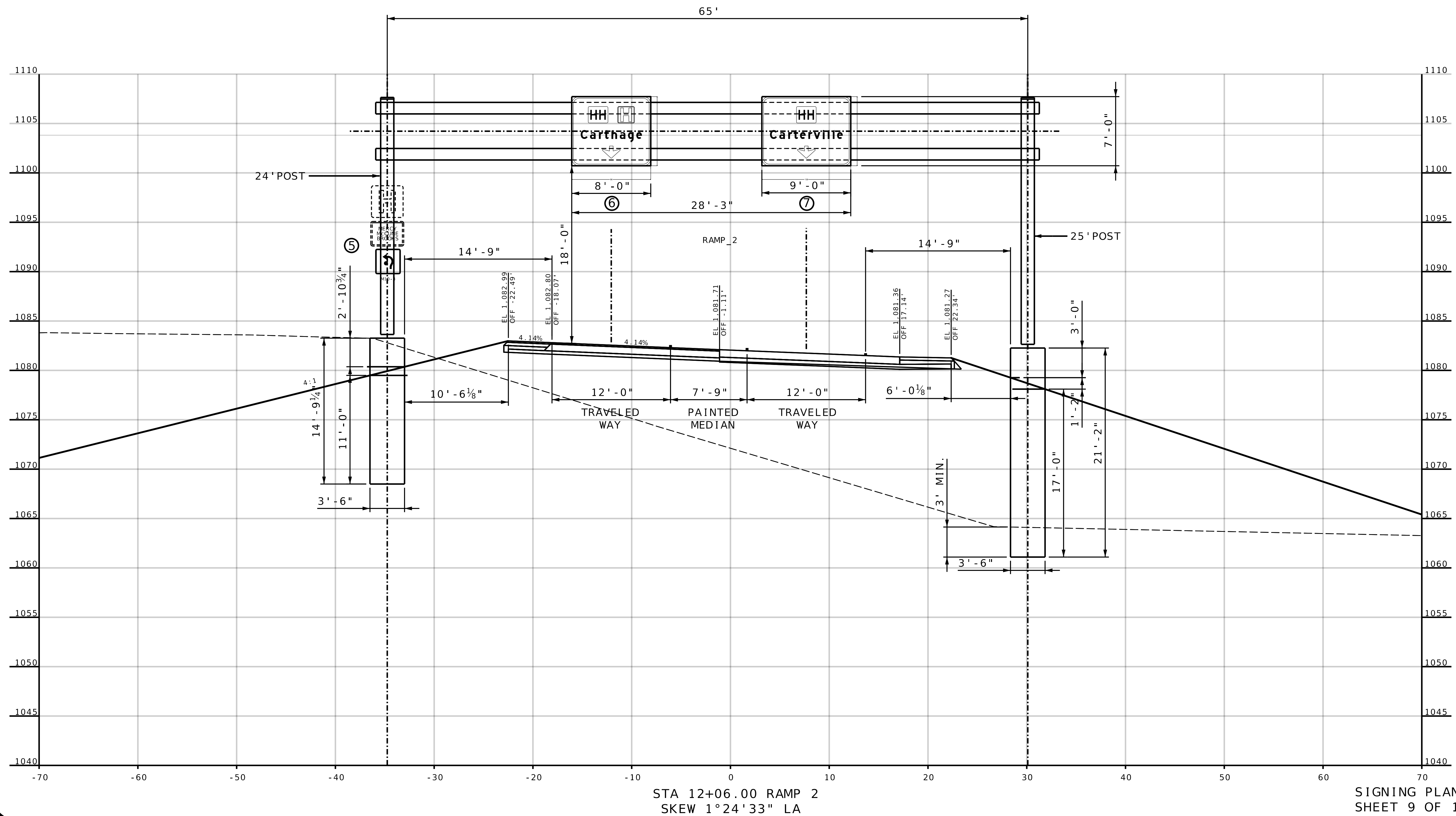
EXAMPLE: DESIGN NUMBER B-20018-24 INDICATES BUTTERFLY TYPE, TWO ARMS, 2-PLY, O-GAUGE, 18" DIAMETER AT BASE OF POST & 24' MAST ARMS.

NOTES

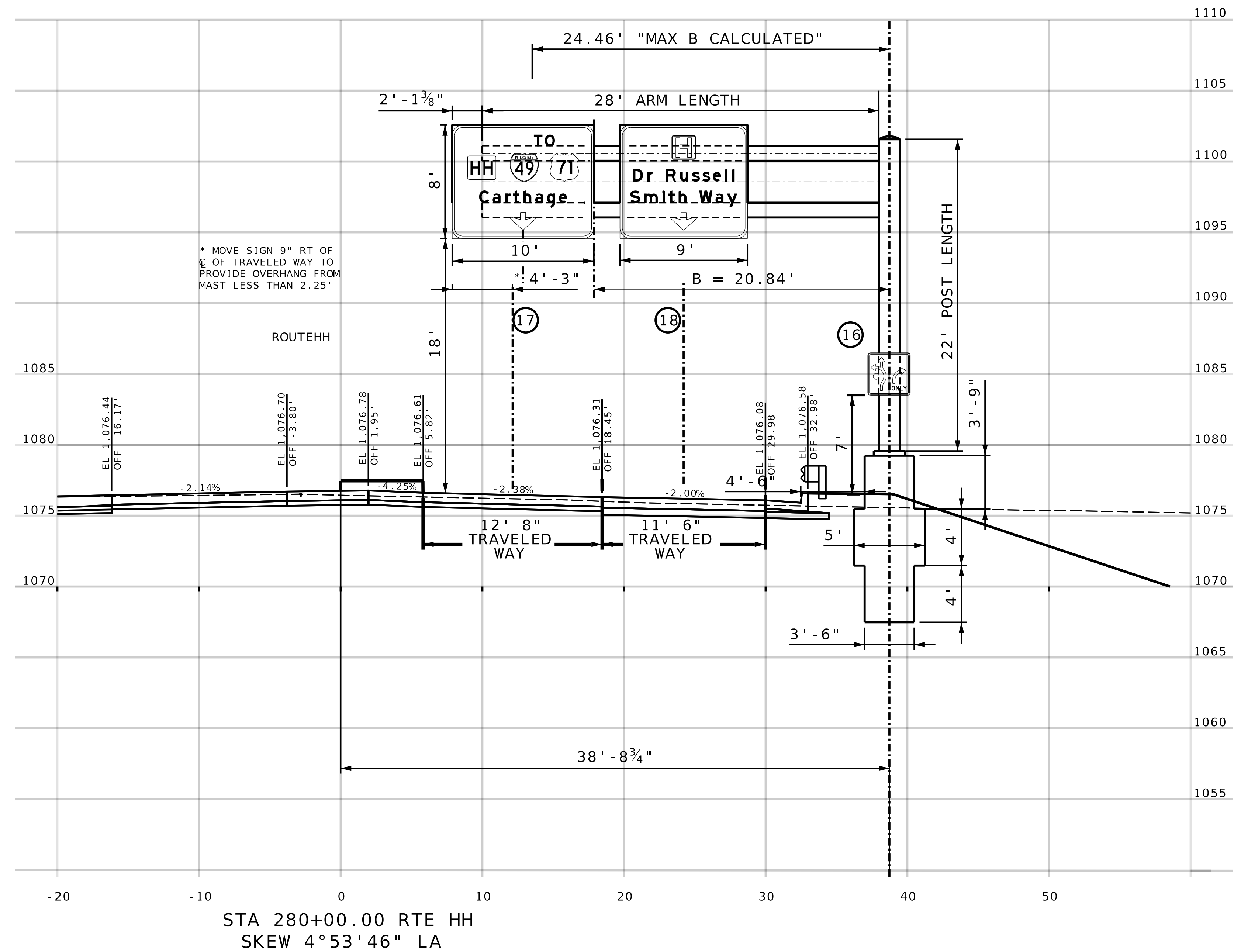
1. ALL POSTS, BEAMS, MAST ARMS, ANGLES, BRACKETS & ETC. SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
2. SHOP DRAWINGS ARE NOT REQUIRED.
3. HANDHOLES AND 1¼" BLIND HALF COUPLINGS REQUIRED ON DESIGNATED POSTS. HANDHOLES SHALL BE PLACED ON RIGHT HAND SHOULDER SIDE OF TRUSSES.
4. STRUCTURES DESIGNED FOR TOTAL SIGN AREA COMMENSURATE WITH HEIGHT OF SIGN AND REQUIRED VERTICAL CLEARANCE.
5. DESIGN SPECIFICATIONS: AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS - 1985.

[illegible]

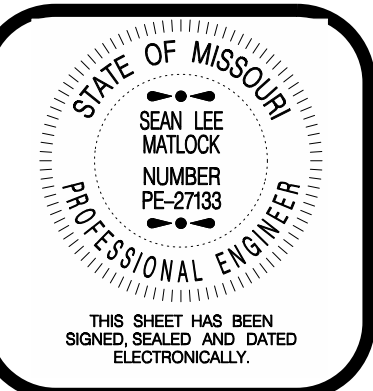
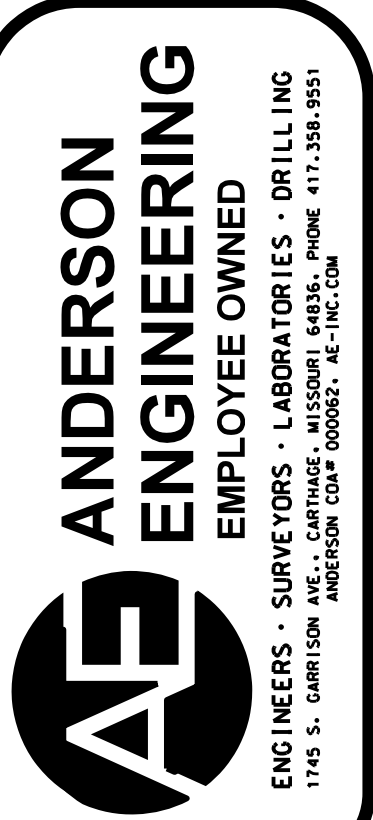
SIGNING PLANS
SHEET 8 OF 14



REVISONS			DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE	FIELD BY
				DRAWN BY
				CHECK BY
				DATE
				FIELD BOOK
				JOB NUMBER



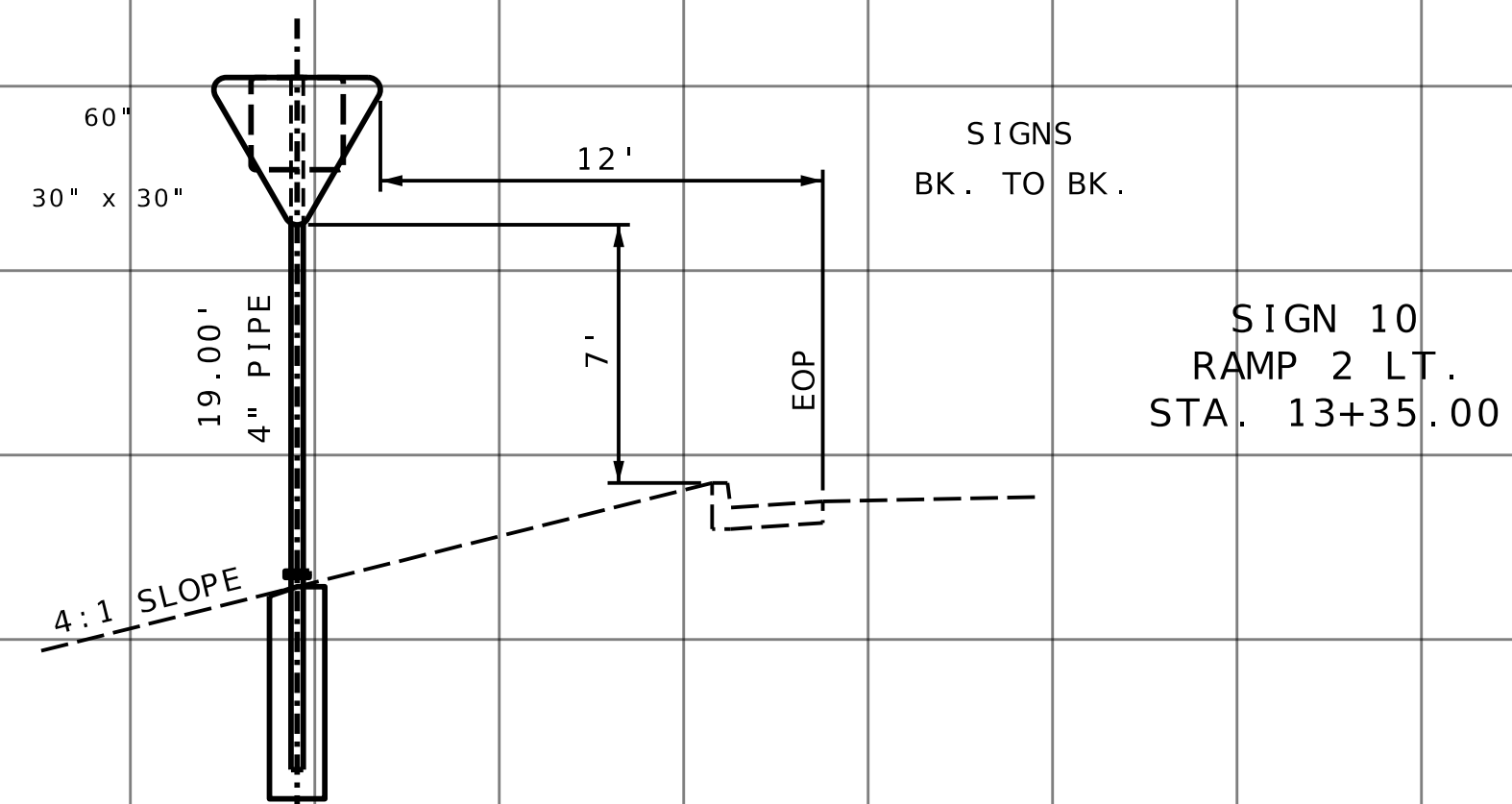
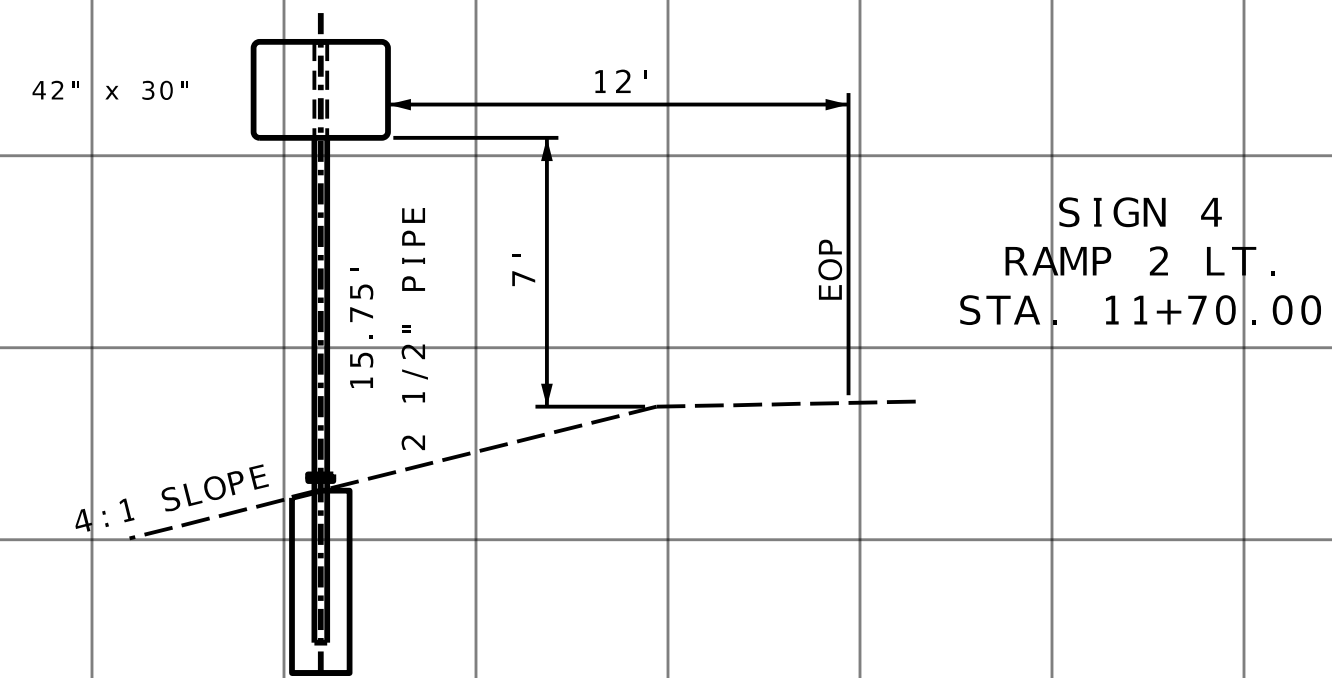
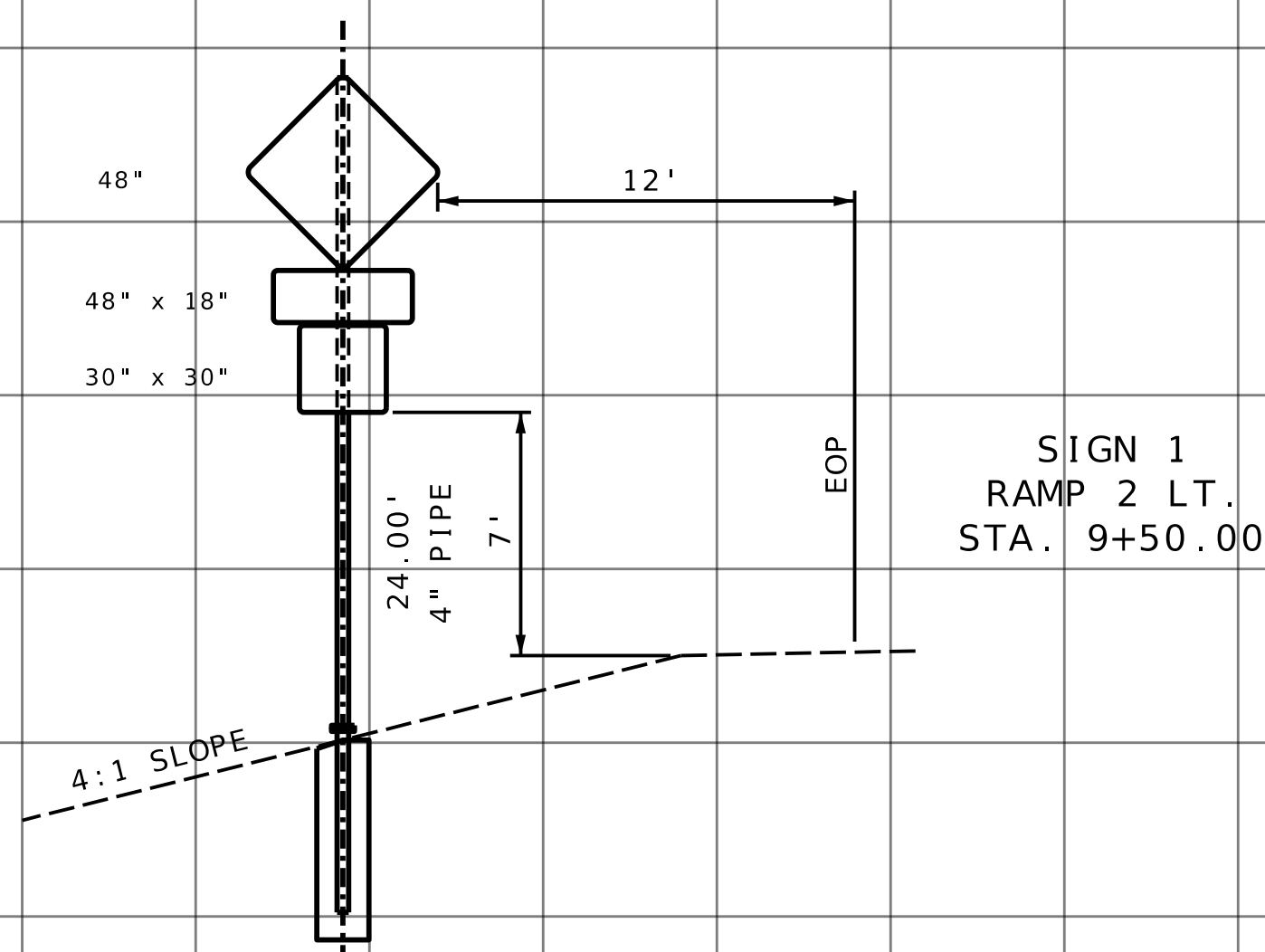
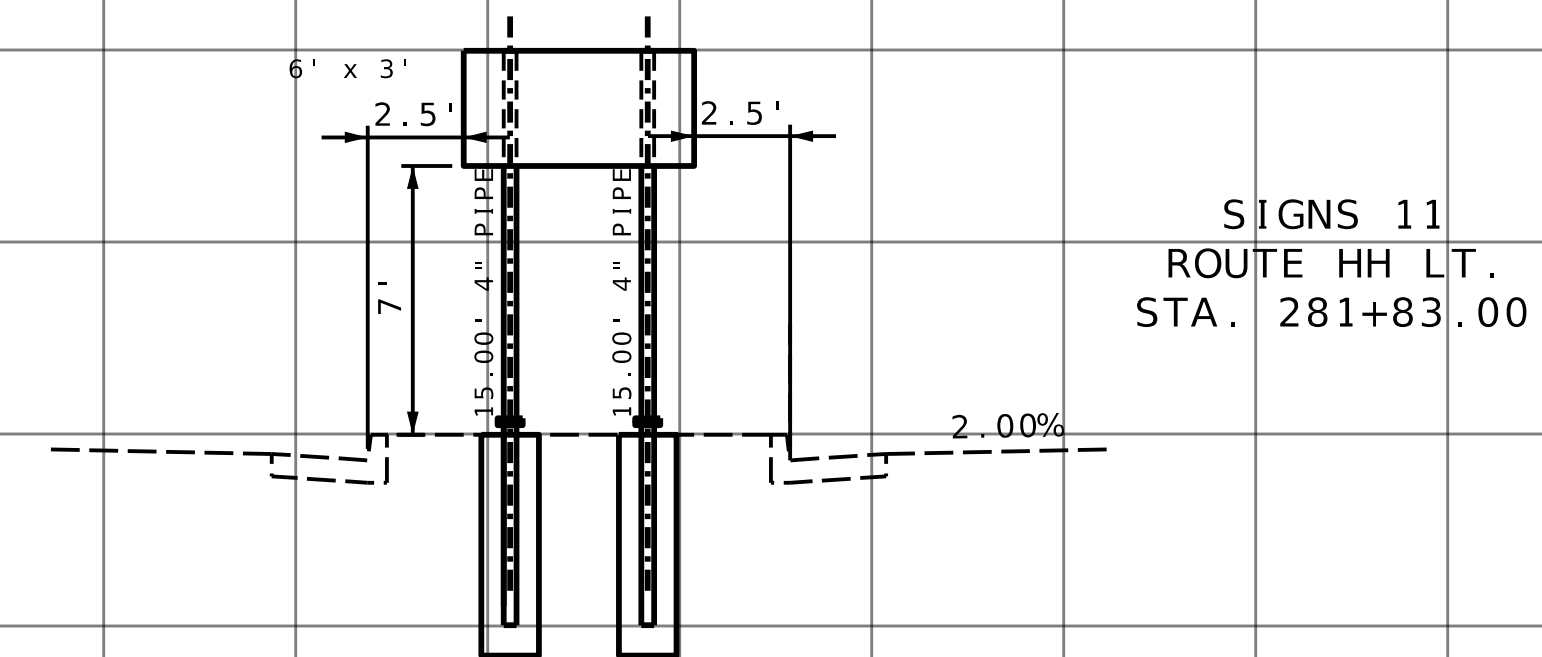
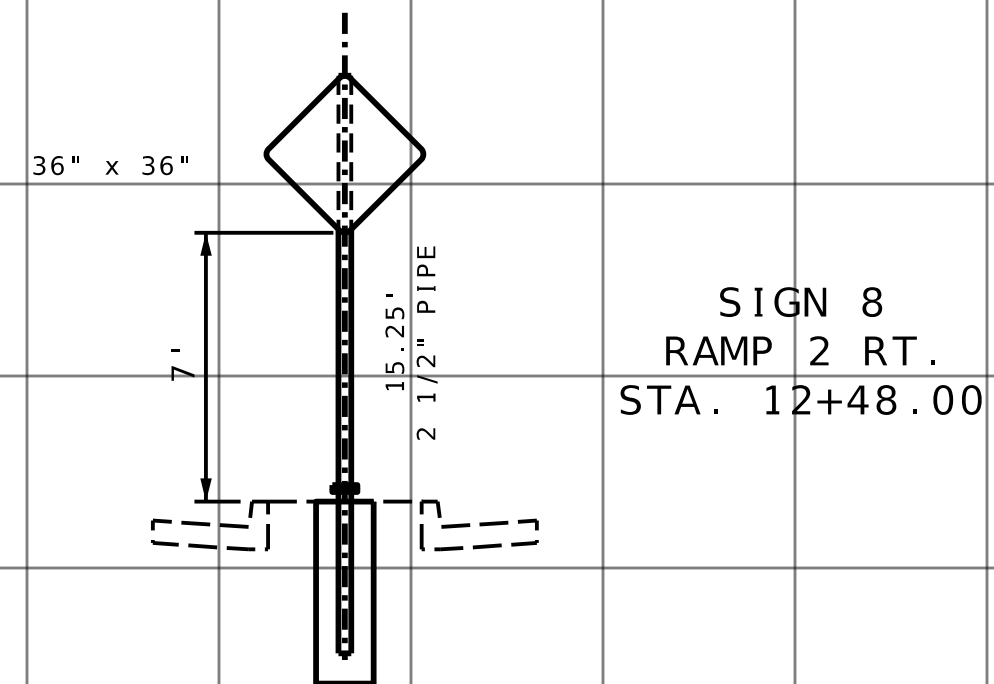
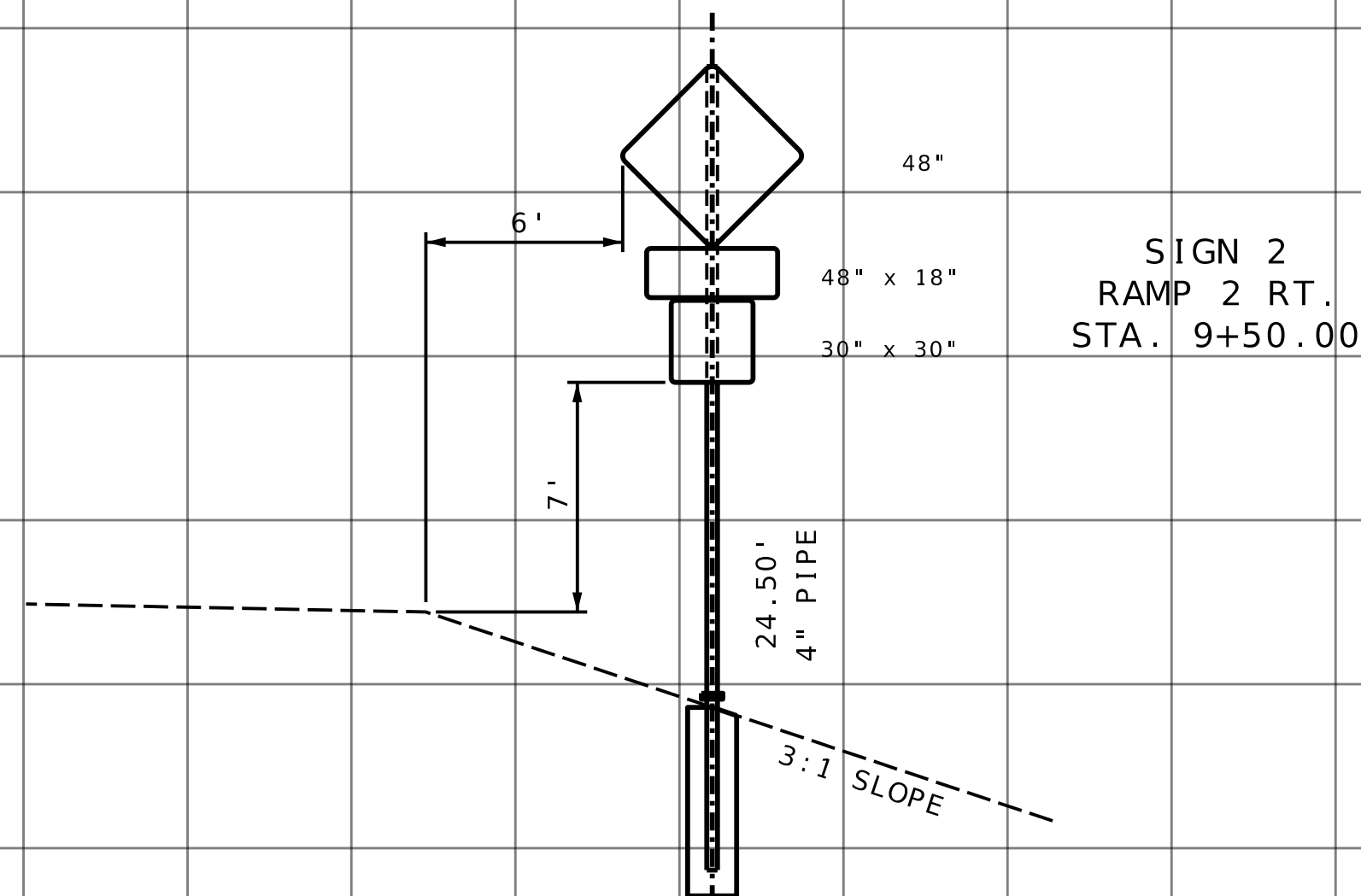
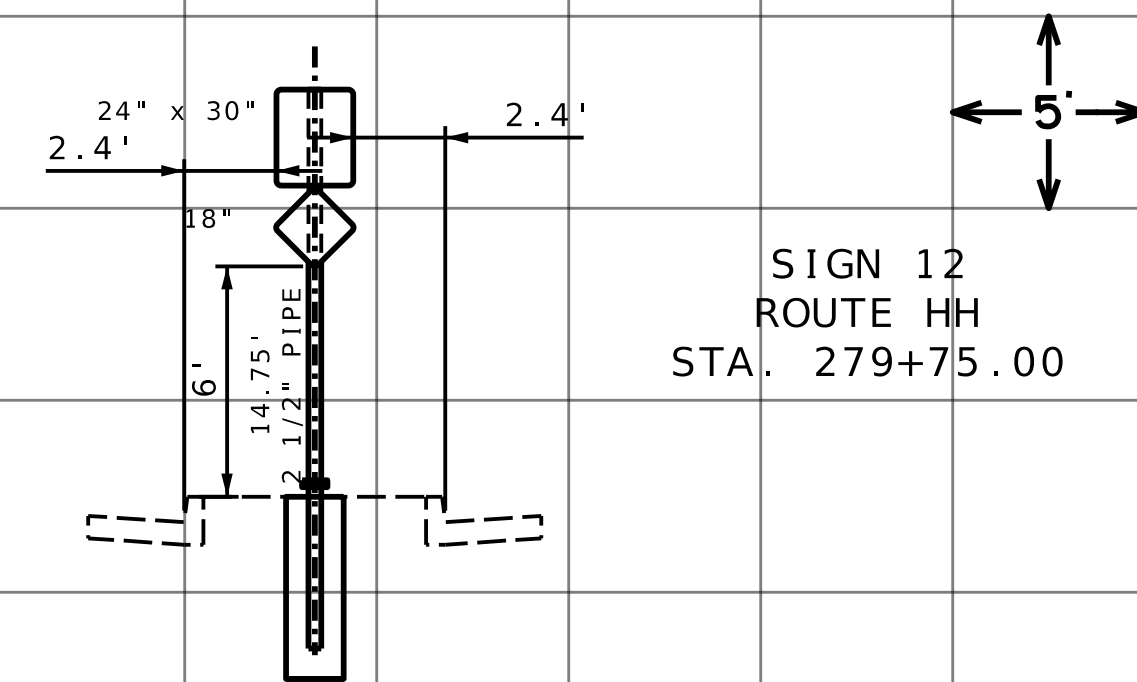
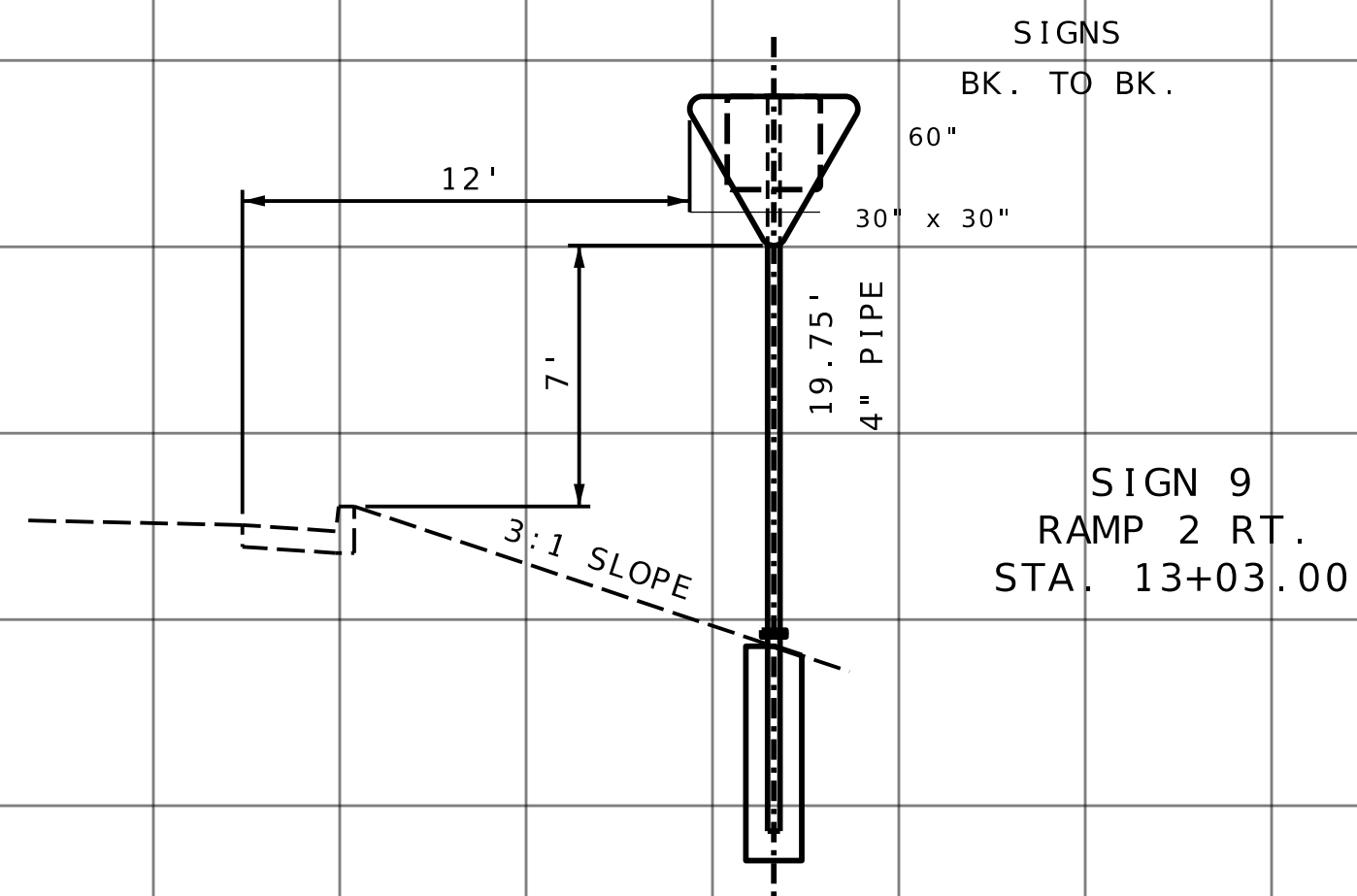
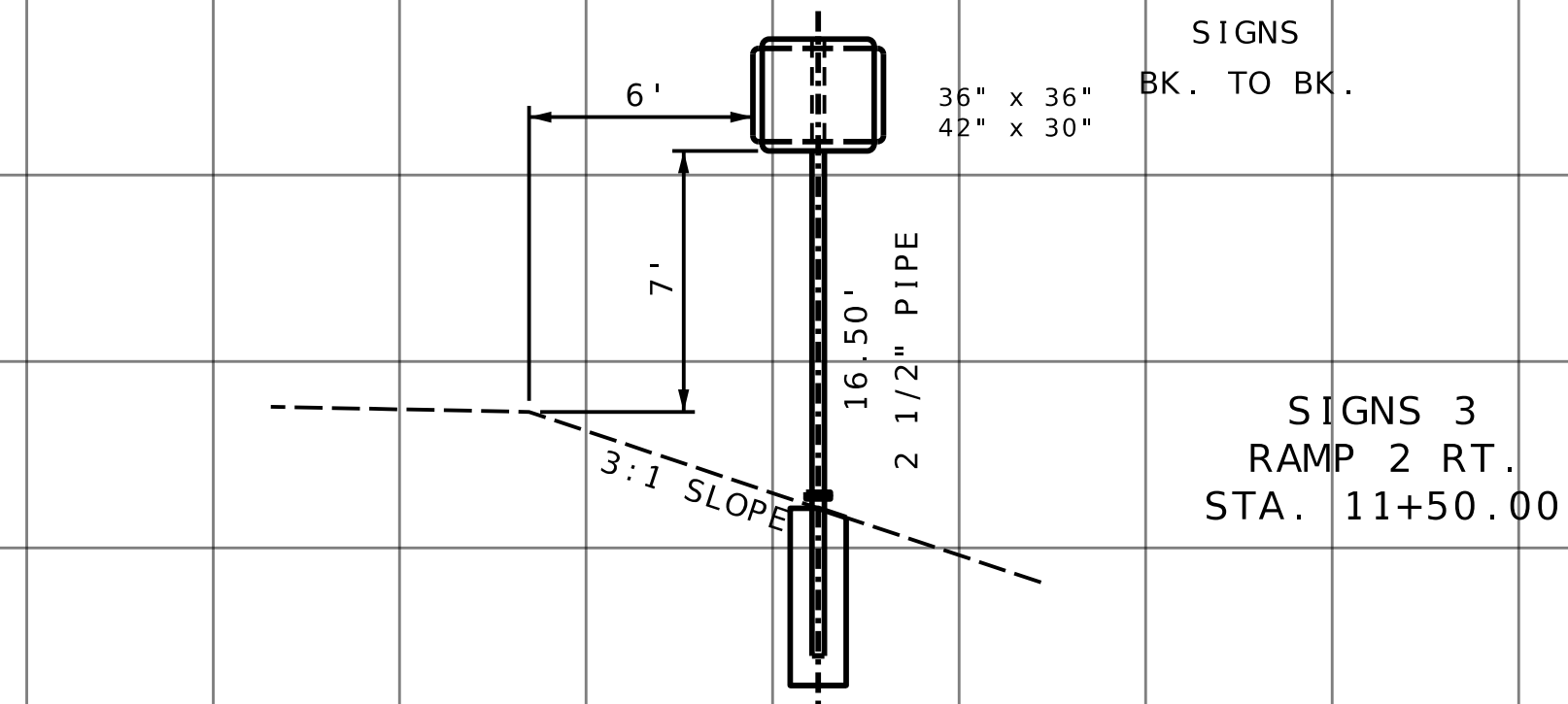
SIGNING PLANS
SHEET 10 OF 14



NO.	REVISIONS		DRAWING INFO.				
	DESCRIPTION	BY	DATE	FIELD BY	DRAWN BY	CHECK BY	JOB NUMBER

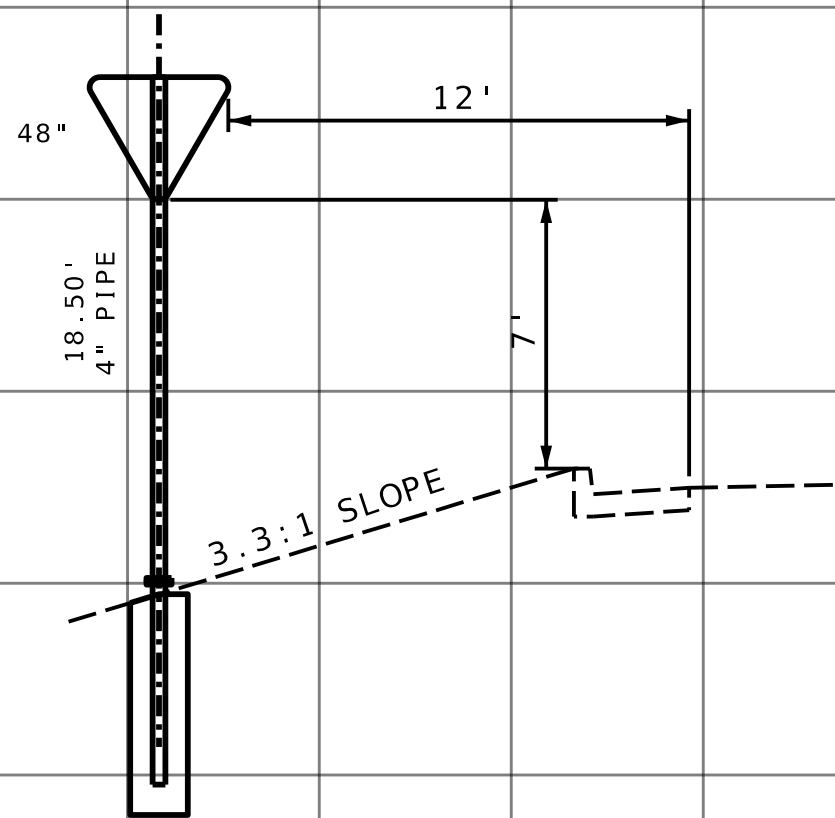
JASPER COUNTY, MISSOURI
J7S3378
SIGN-SECTIONS
SEC 16 & 21, T28N, R31W
ROUTE HH

SHEET NUMBER
61

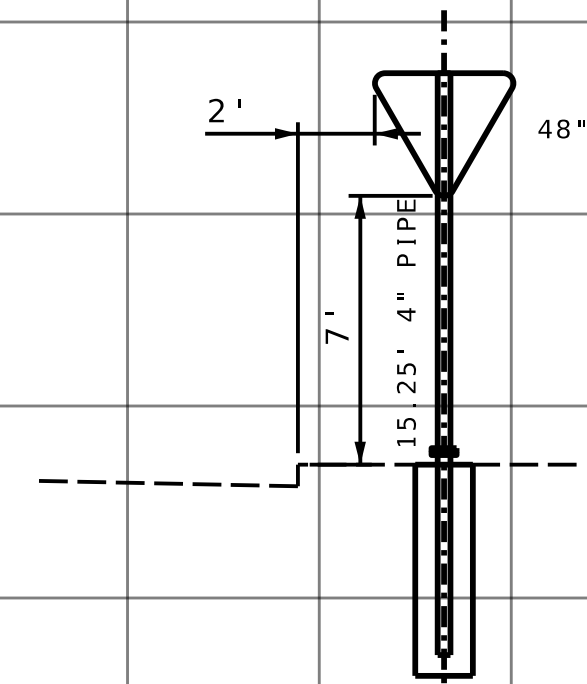


SIGNING PLANS
SHEET 11 OF 14

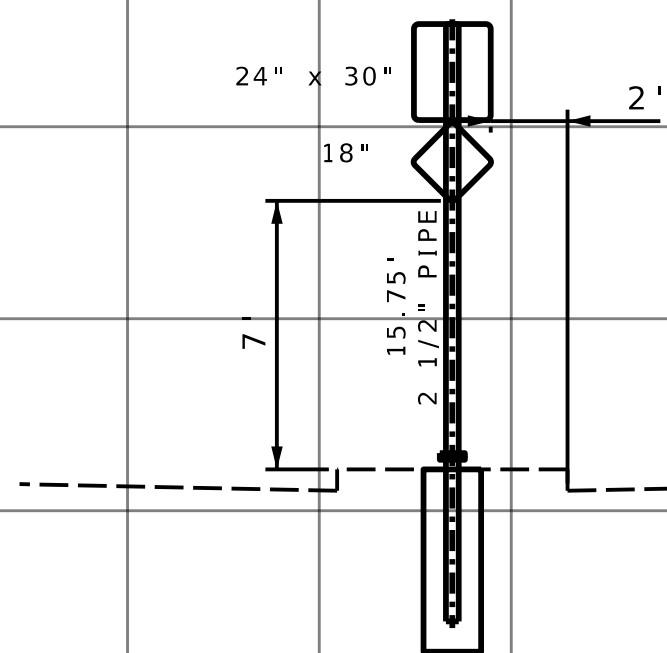
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NO.	DESCRIPTION	BY	DATE	FIELD BY
				DRAWN BY
				CHECK BY
				DATE
				FIELD BOOK
				JOB NUMBER



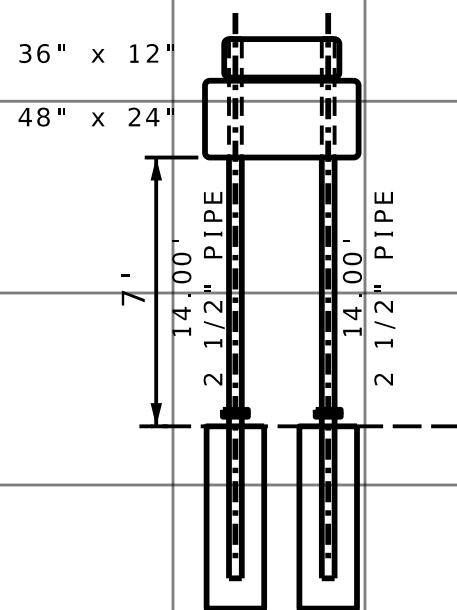
SIGN 27
DR. RUSSELL SMITH WAY LT.
STA. 0+86.00



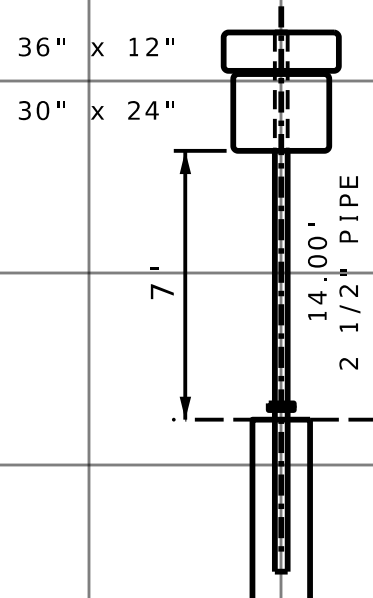
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DR. RUSSELL SMITH WAY LT.
STA. 0+86.00



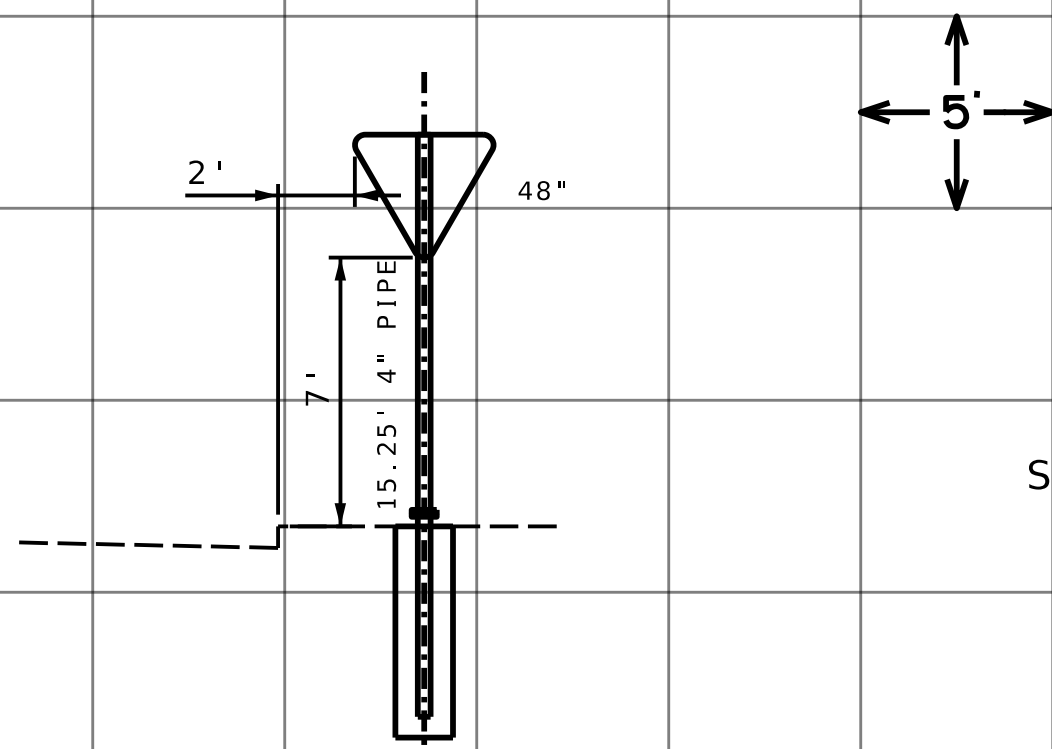
SIGN 25
DR. RUSSELL SMITH WAY LT.
STA. 1+57.00



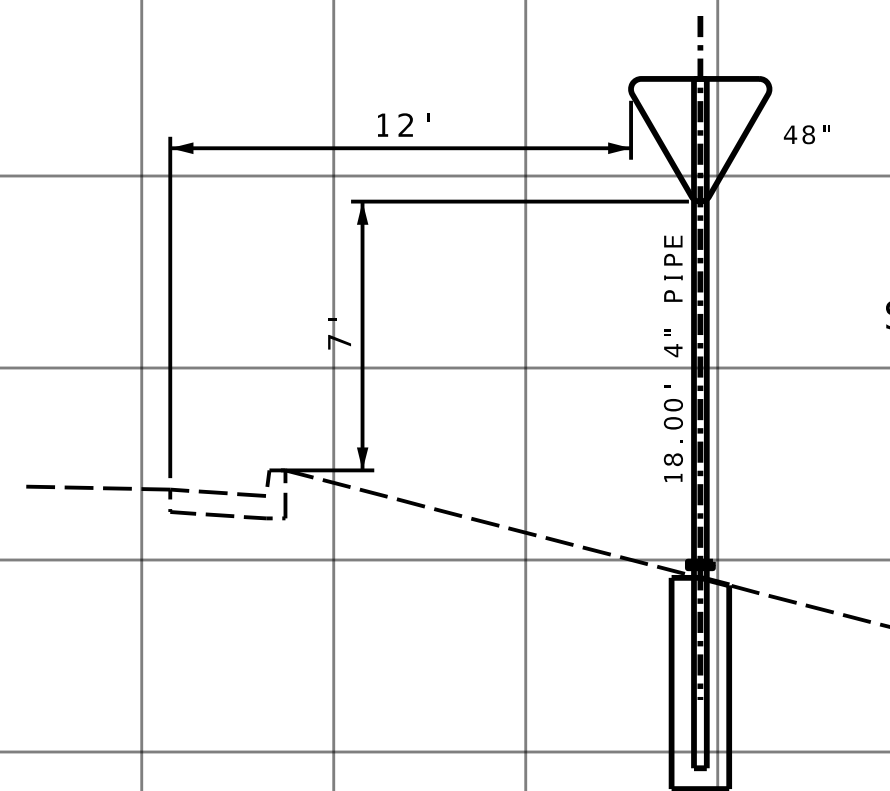
SIGN 29 & 30
ROUTE HH (ROUNDAABOUT)
STA. 282+72.00



SIGN 28 & 31
ROUTE HH (ROUNDAABOUT)
STA. 282+72.00

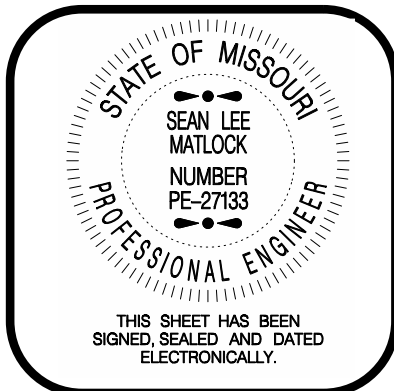


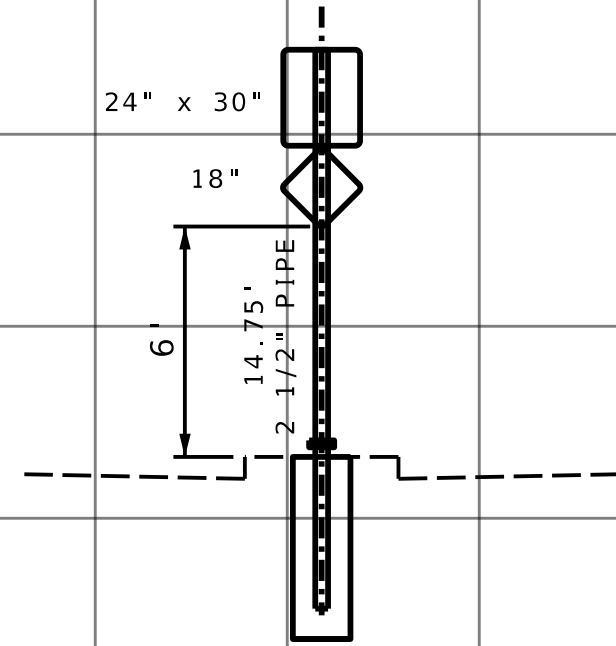
SIGN 33
ROUTE HH LT.
STA. 283+62.00



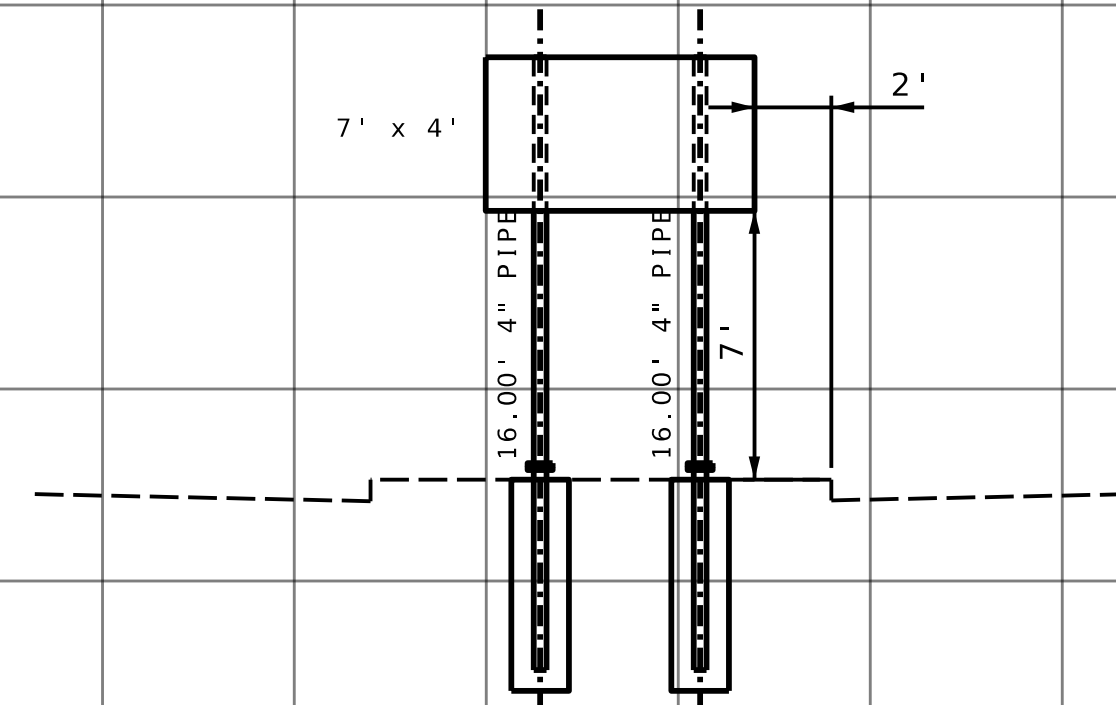
SIGN 32
ROUTE HH
STA. 283+75.00

NO.	REVISIONS		DRAWING INFO.			
	DESCRIPTION	BY	DATE	FIELD BY	DATE	JOB NUMBER

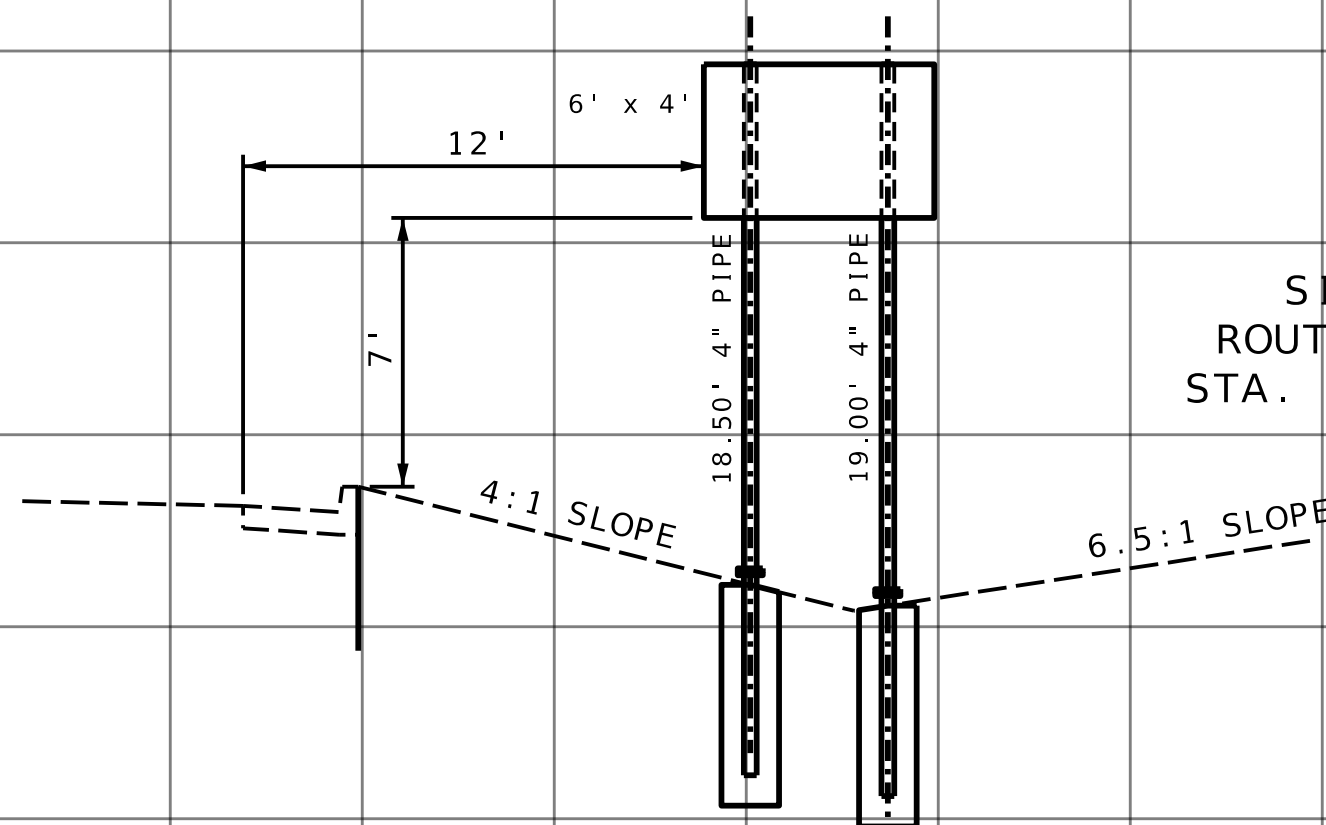




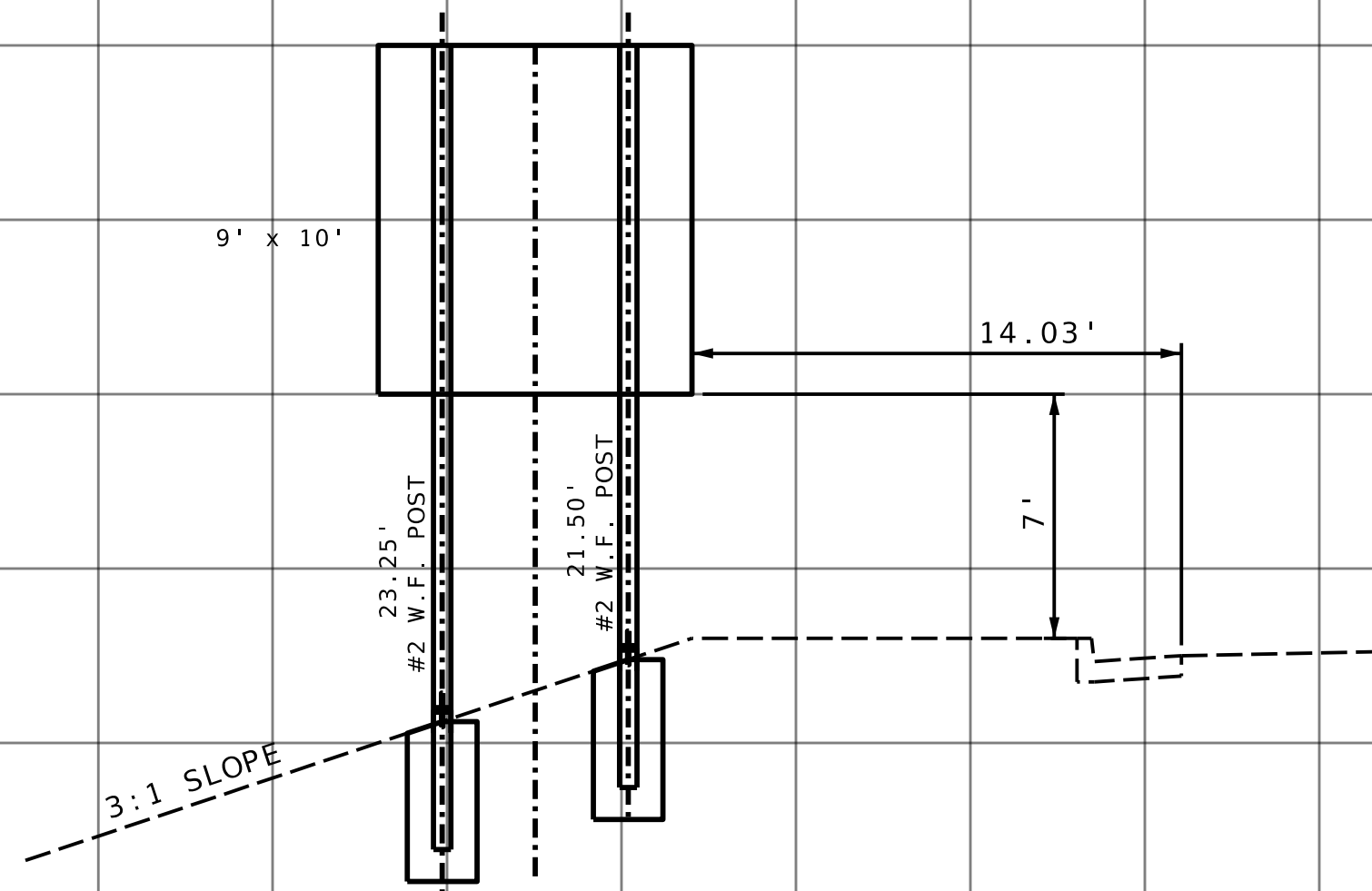
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ROUTE HH RT.
STA. 284+00.00



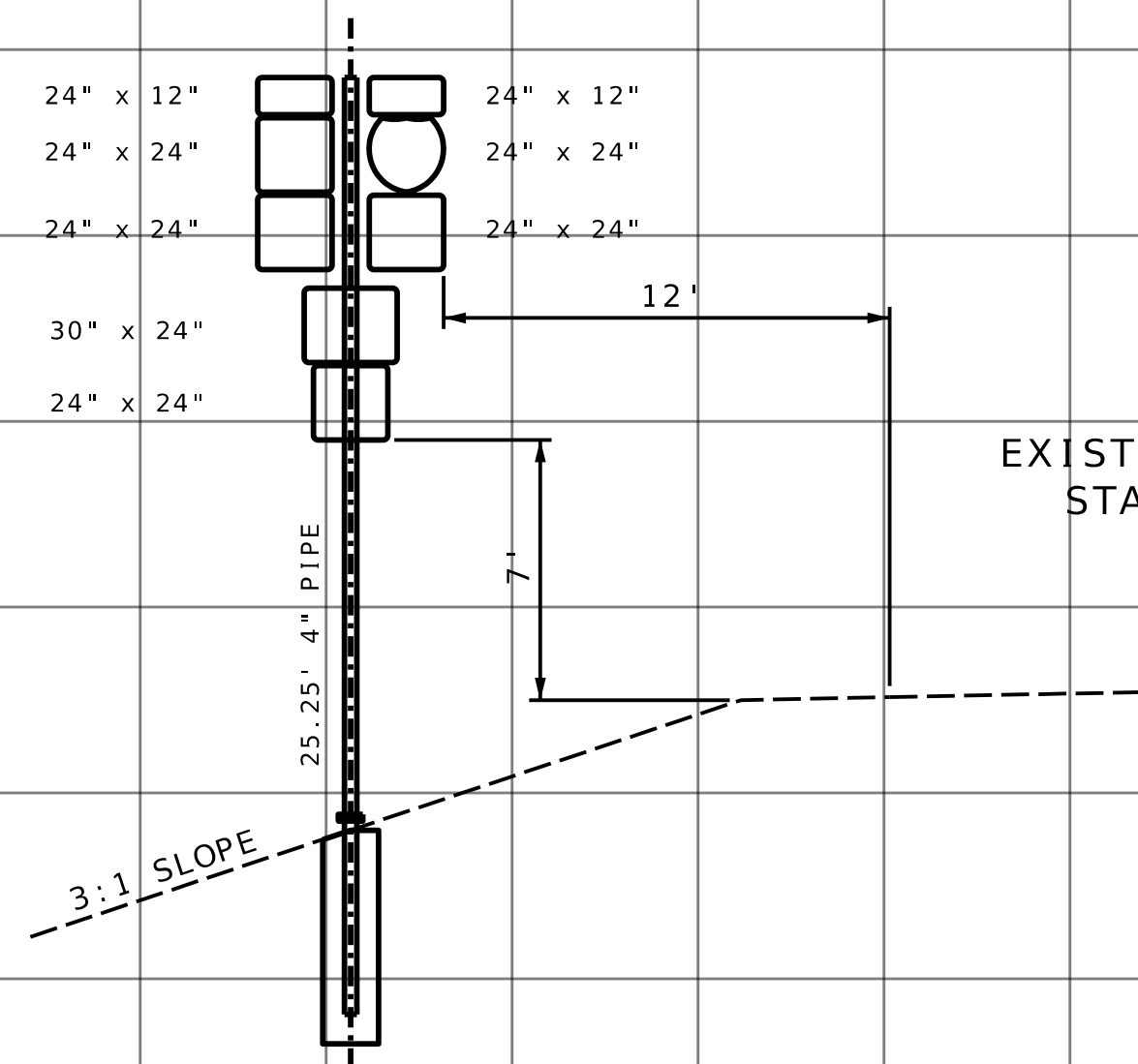
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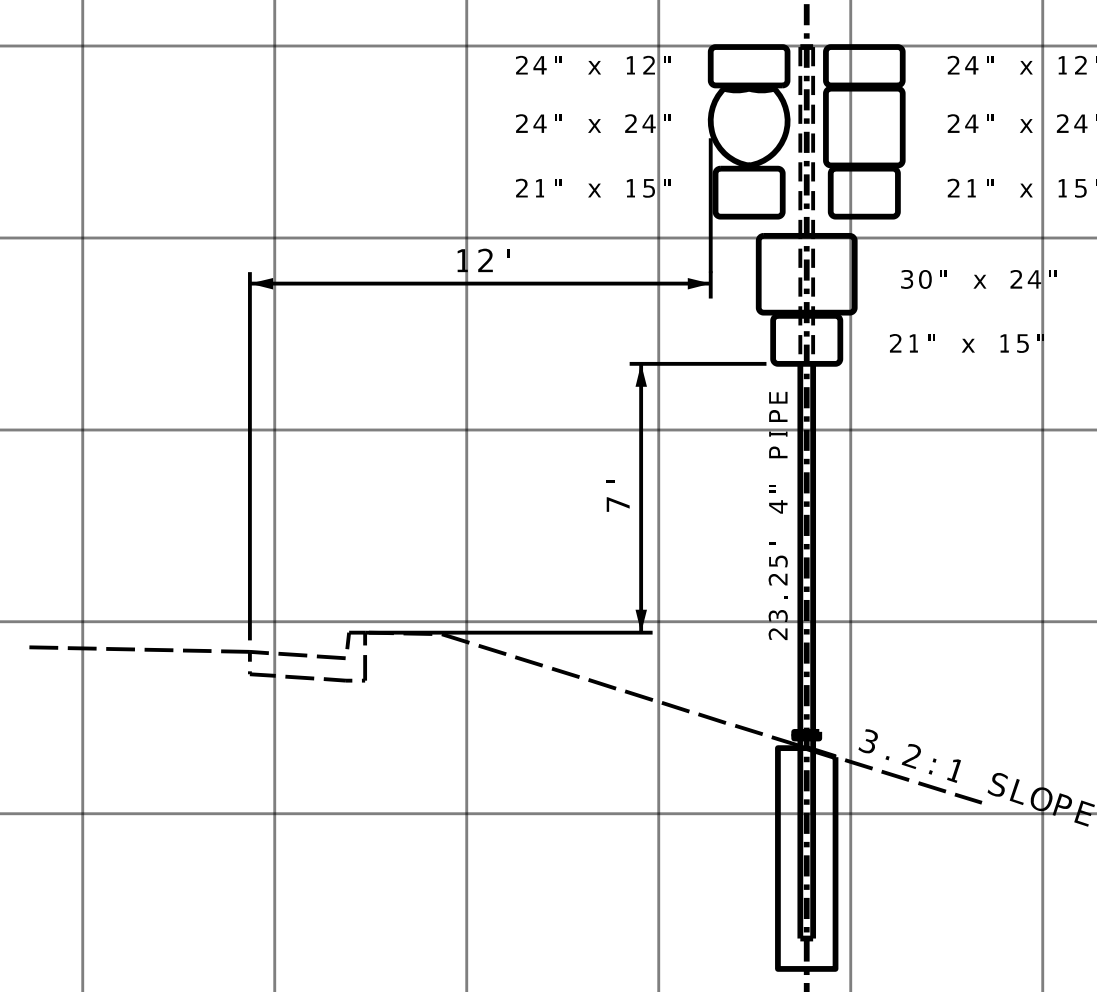
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ROUTE HH RT.
STA. 283+50.00



SIGN 37
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STA. 285+00.00

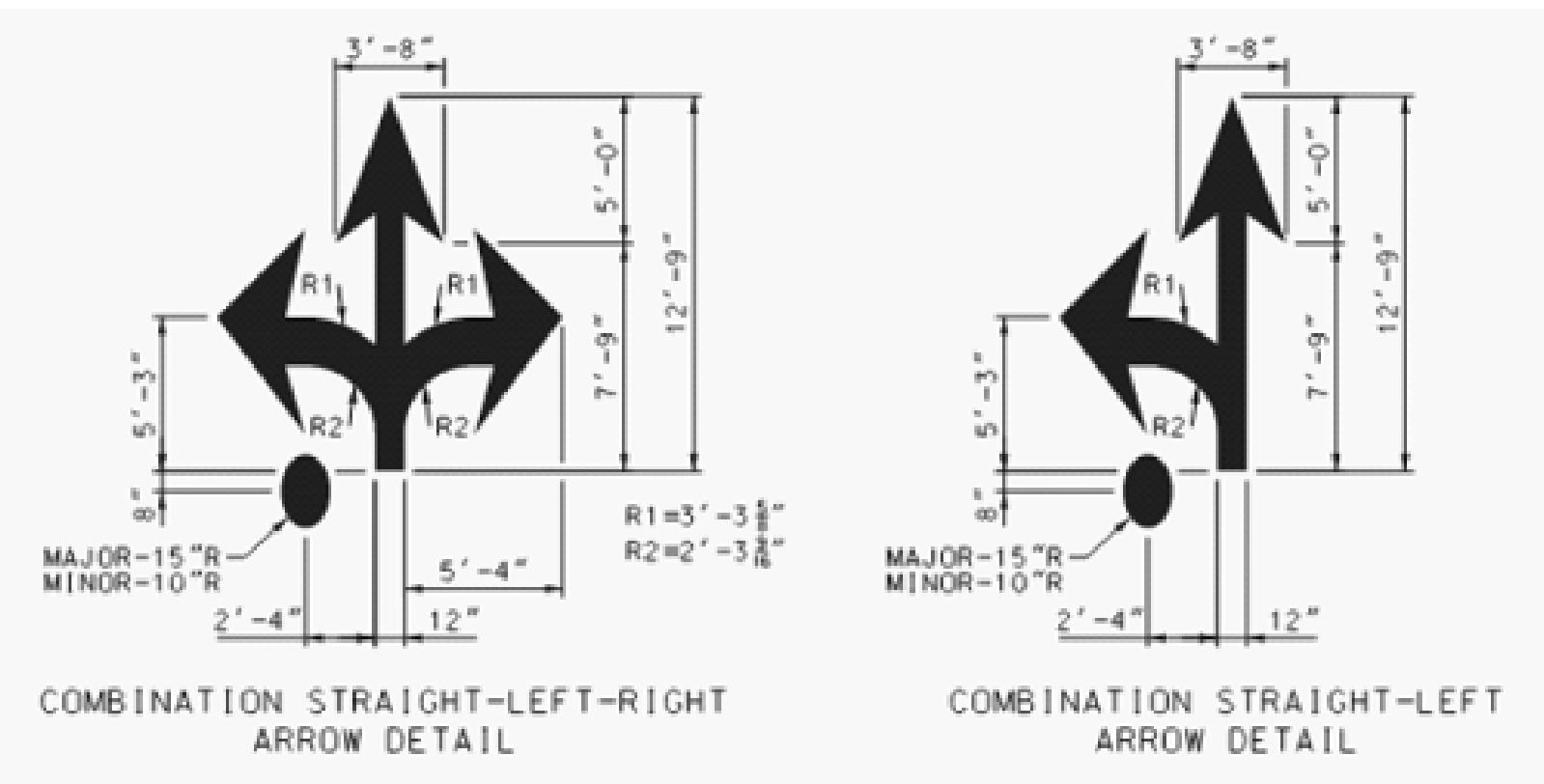
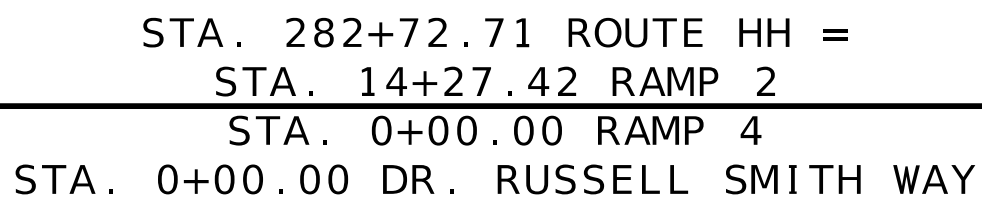


SIGN 39
EXIST. ROUTE HH LT.
STA. 289+35.00



SIGN 38
ROUTE HH RT.
STA. 285+00.00

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$$\begin{aligned} R1 &= 3' - 3\frac{5}{8}'' \\ R2 &= 2' - 3\frac{9}{16}'' \end{aligned}$$


STRIPING PLANS
DR RUSSELL SMITH WAY/RAMP 4
SHEET 1 OF 5

REVISIONS			DRAWING INFO.	
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SHEET NUMBER	JASPER COUNTY, MISSOURI
66	STRIPING PLANS
	SEC 21, T28N, R31W
	RAMP 4 & OUTER ROAD

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STATE OF MISSOURI

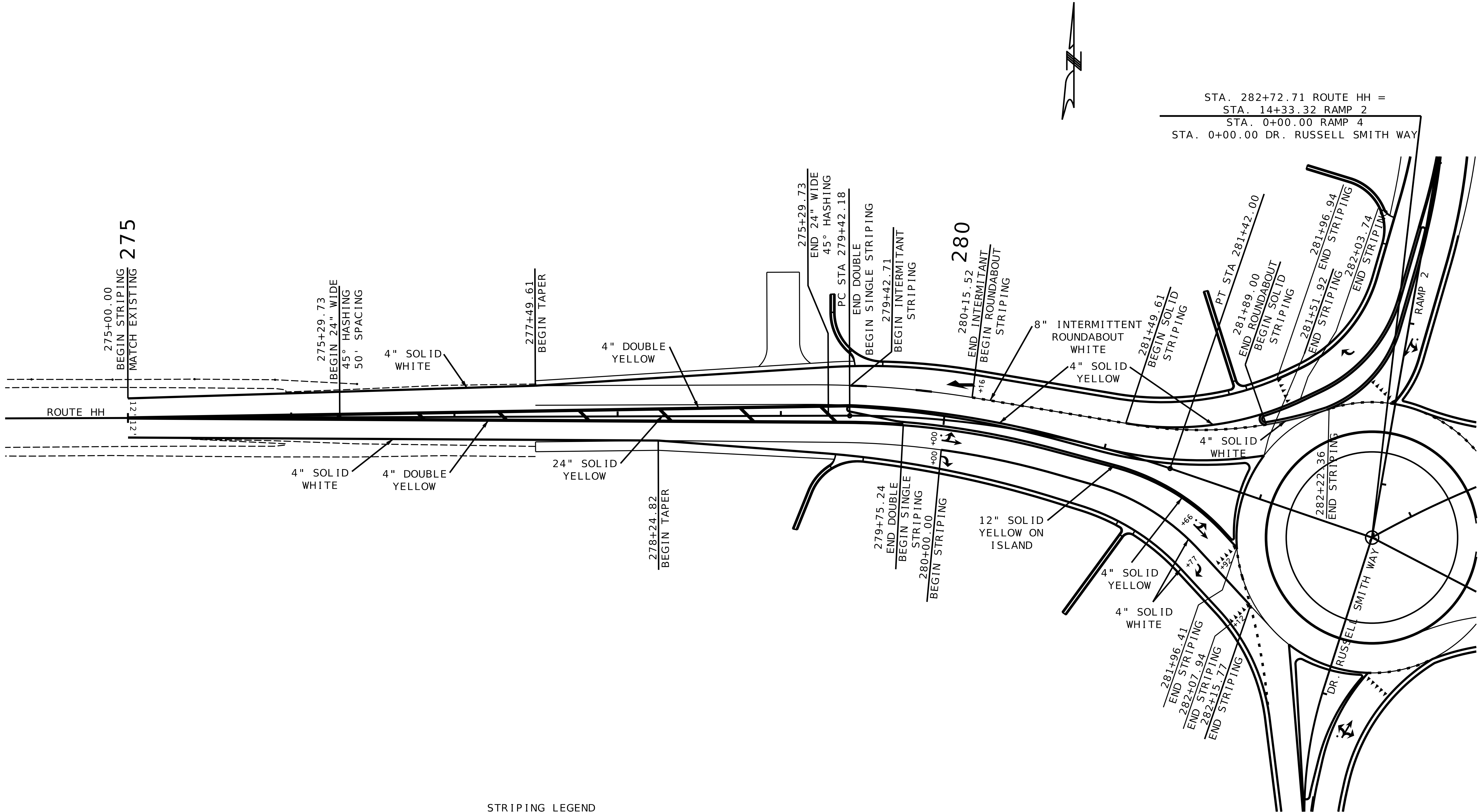
SEAN LEE
MATLOCK

NUMBER
PE-27133

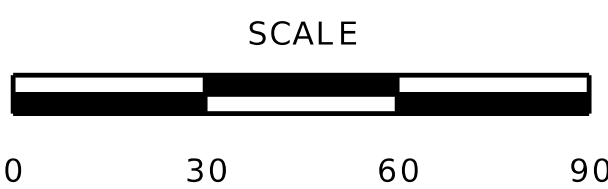
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STA. 282+72.71 ROUTE HH =
STA. 14+33.32 RAMP 2
STA. 0+00.00 RAMP 4
STA. 0+00.00 DR. RUSSELL SMITH WAY

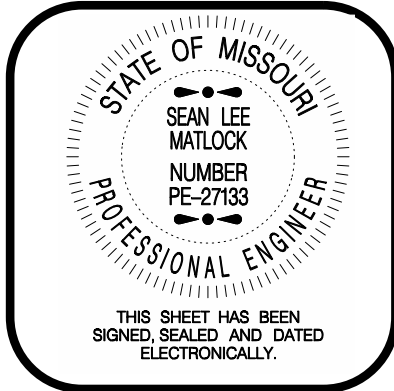


STRIPING LEGEND		
	4"	INTERMITTENT WHITE
	4"	SOLID WHITE
	8"	ROUNABOUT INTERMITTENT WHITE
	4"	SOLID YELLOW
	6"	SOLID WHITE
	6"	SOLID YELLOW
		WHITE YIELD LINE TRIANGLES

STRIPING PLANS
ROUTE HH (WEST END)
SHEET 2 OF 5

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JASPER COUNTY , MISSOURI
STRIPING PLANS
SEC 21 , T28N , R31W
ROUTE HH



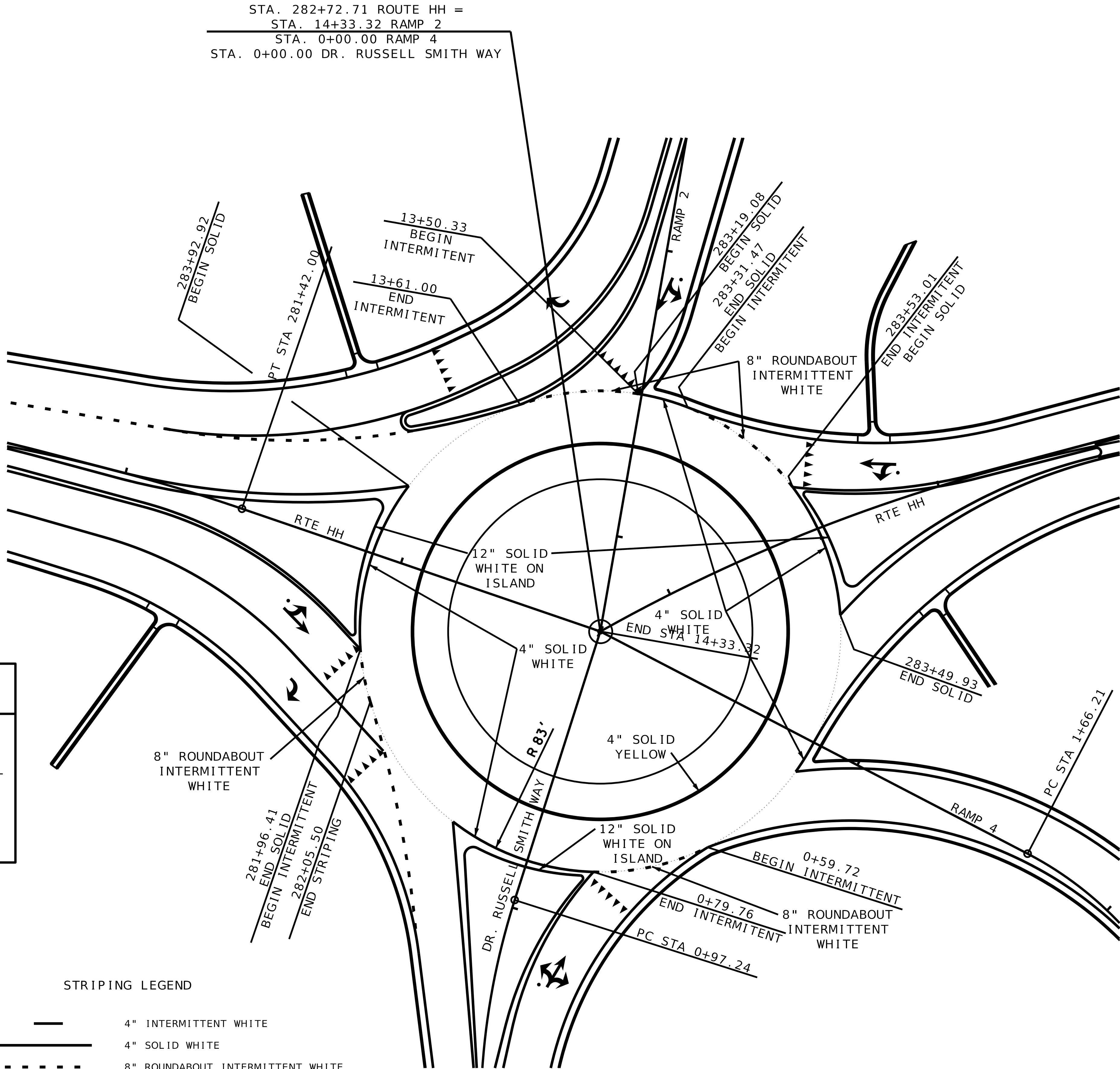
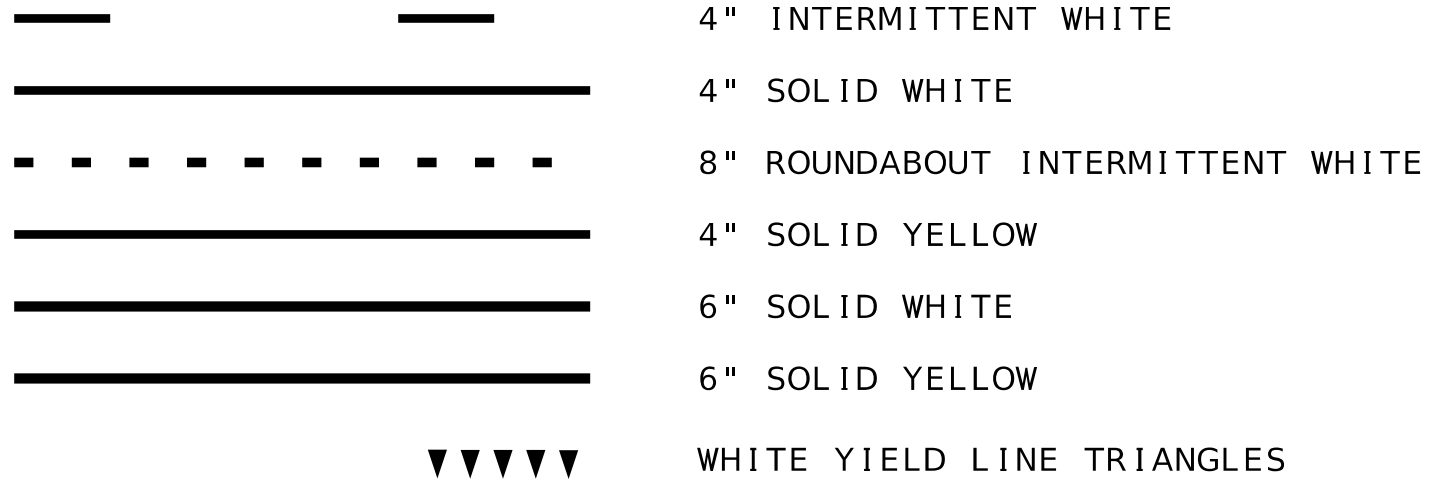
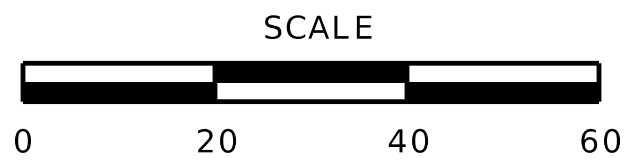
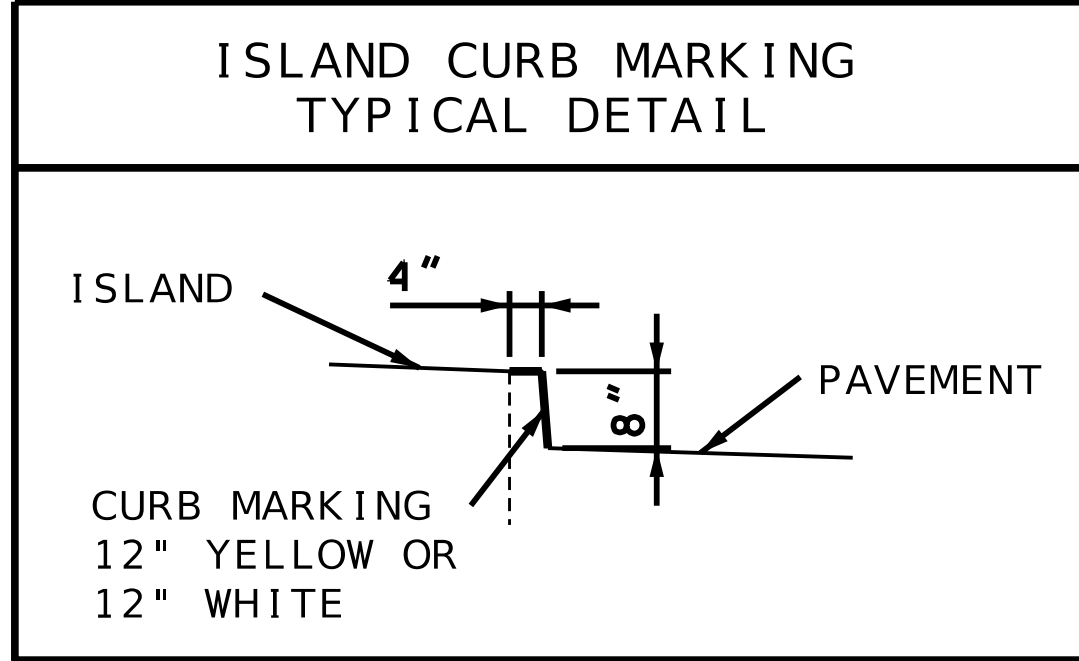
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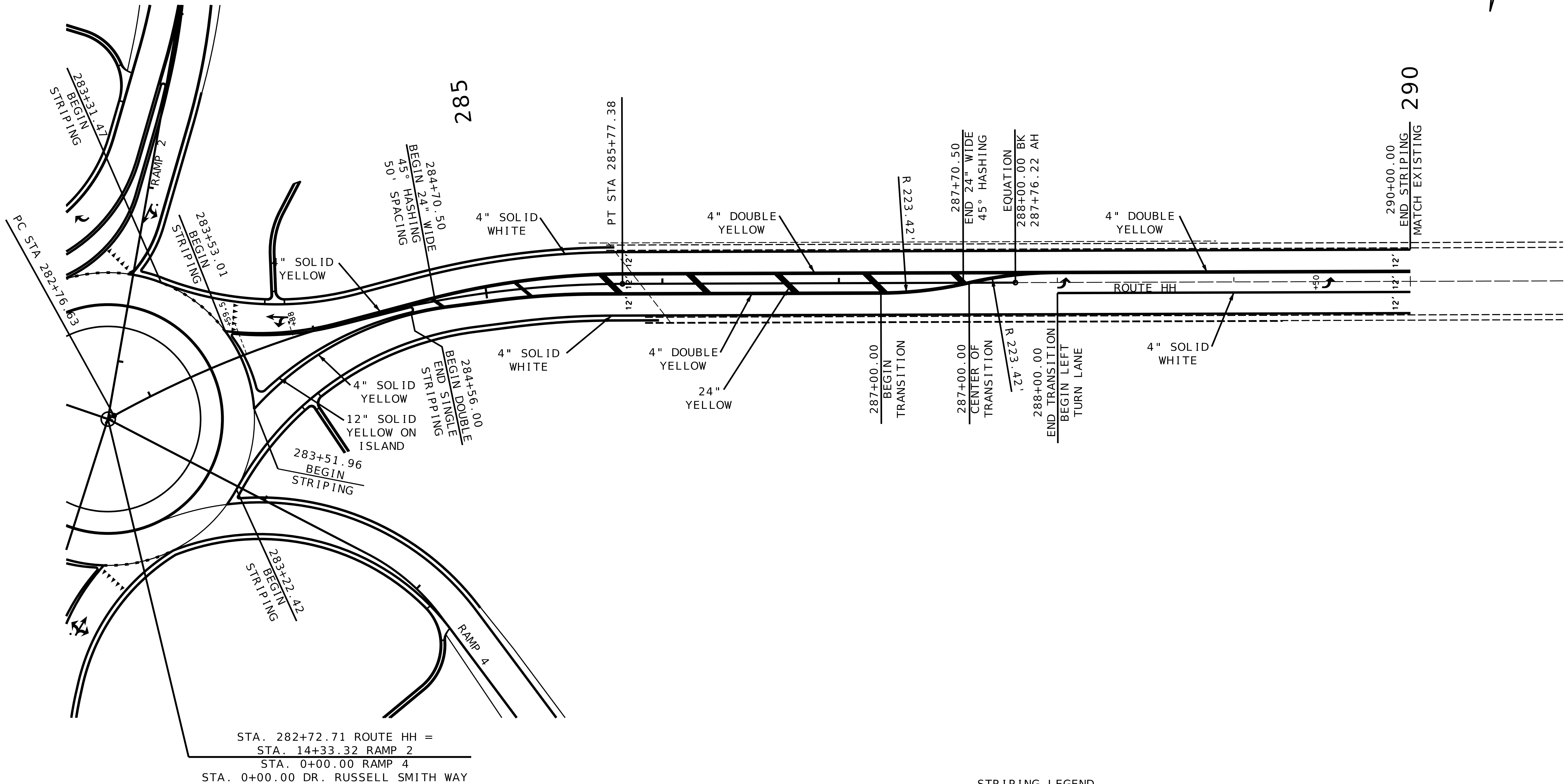
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STRIPING PLANS
 ROUNDABOUT
 SHEET 3 OF 5



STRIPING PLANS
ROUTE HH (EAST END)
SHEET 4 OF 5

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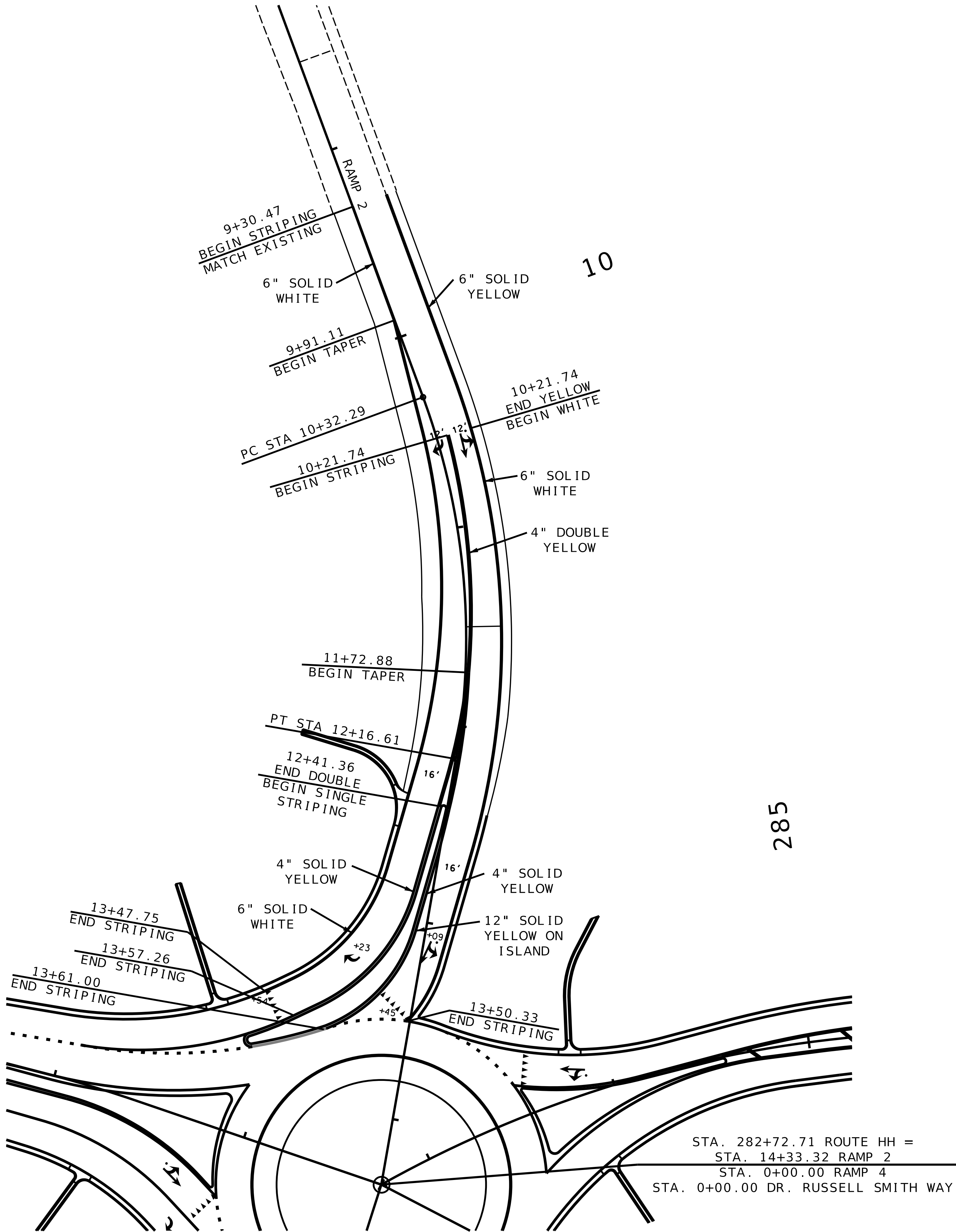
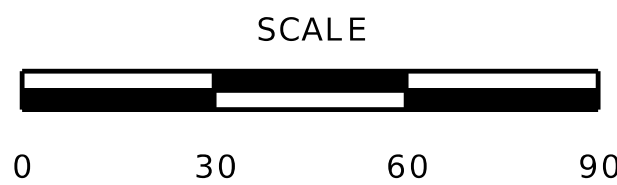
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JASPER COUNTY, MISSOURI
STRIPING PLANS
SEC 21, T28N, R31W
ROUTE HH

SHEET NUMBER
69

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- STRIPING LEGEND
- 4" INTERMITTENT WHITE
 - 4" SOLID WHITE
 - 8" ROUNDABOUT INTERMITTENT WHITE
 - 4" SOLID YELLOW
 - 6" SOLID WHITE
 - 6" SOLID YELLOW
 - WHITE YIELD LINE TRIANGLES



STA. 282+72.71 ROUTE HH =
STA. 14+33.32 RAMP 2
STA. 0+00.00 RAMP 4
STA. 0+00.00 DR. RUSSELL SMITH WAY

STRIPING PLANS
RAMP 2
SHEET 5 OF 5

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MATLOCK
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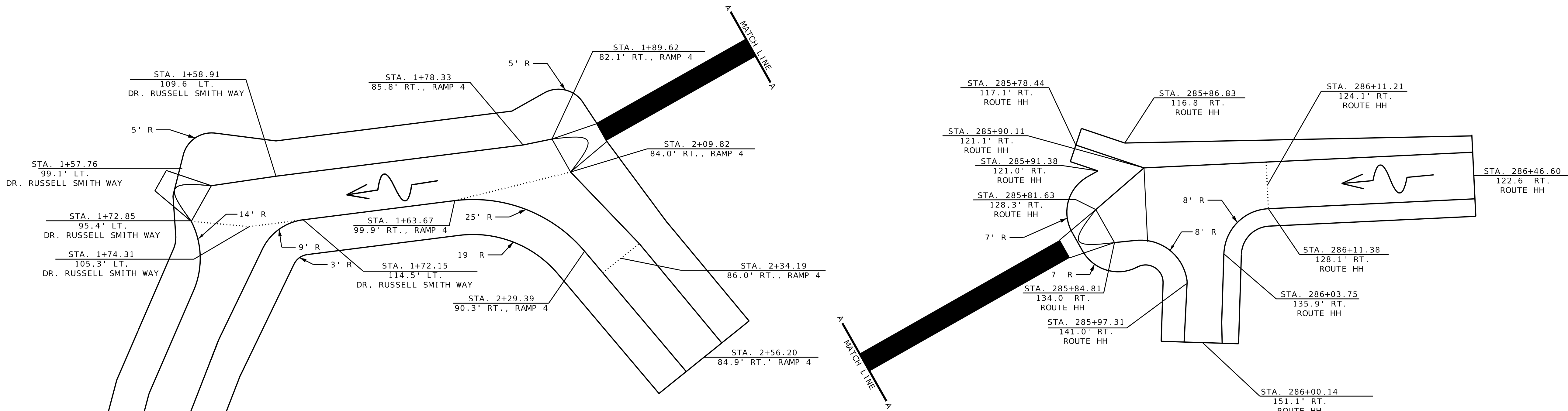
STRIPING PLANS

SEC 21, T28N, R31W
ROUTE HH

SHEET NUMBER

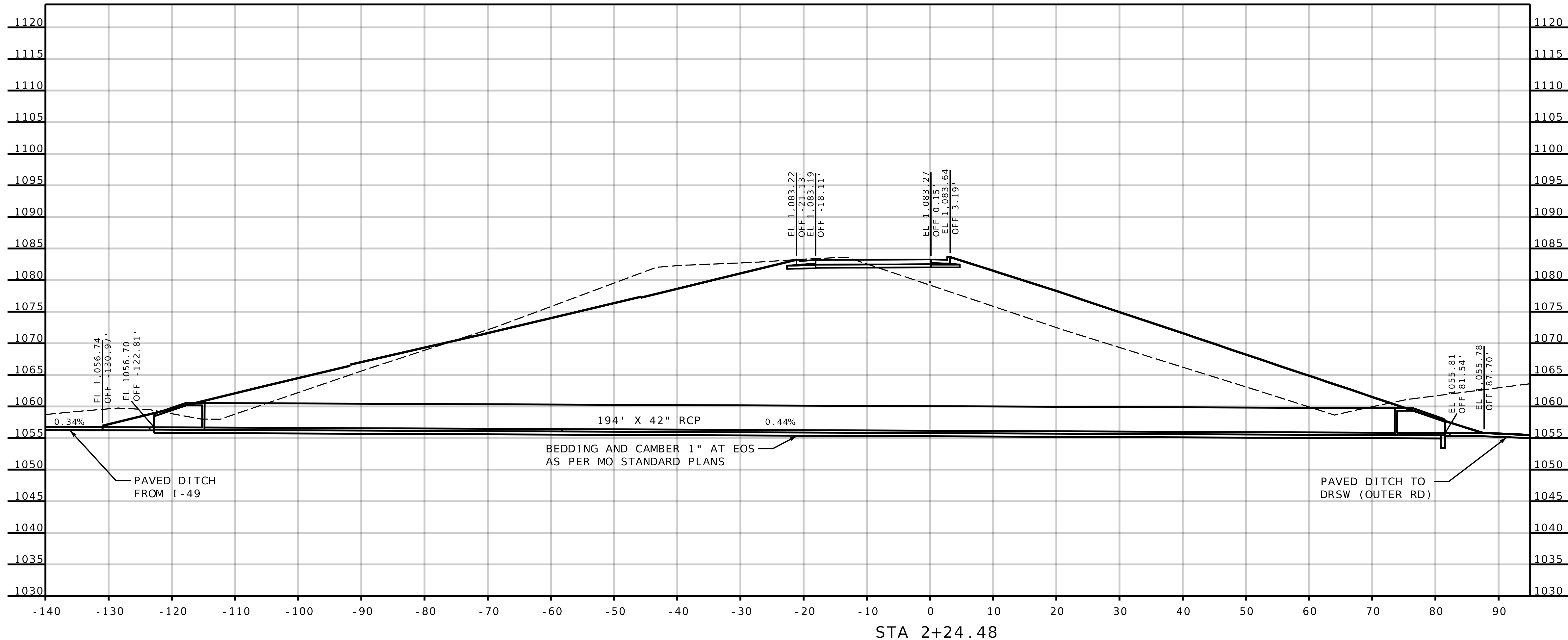
70

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PAVED DITCH DETAIL

STA. 2+24.48 RAMP 4
SKEW 7°20'43" LA
194' - 42" GROUP A PIPE (42")
2-42" FLARED END SEC
653 CY CLASS 3 EXC
147 CY CLASS 3 EXC IN ROCK



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JASPER COUNTY, MISSOURI

CULVERT SECTION

SEC 16 & 21, T28N, R31W
RAMP 4

SHEET NUMBER
71

1. STRUCTURE SHALL CONFORM TO THE PROVISION FOR SECTION 731 PRECAST REINFORCED CONCRETE MANHOLES OF THE CONTRACT DOCUMENTS

2. CONCRETE FOR IMPROVED BENCHING SHALL BE THE SAME MATERIAL USED AS CONCRETE FOR FOOTINGS SPECIFIED IN SECTION 731.

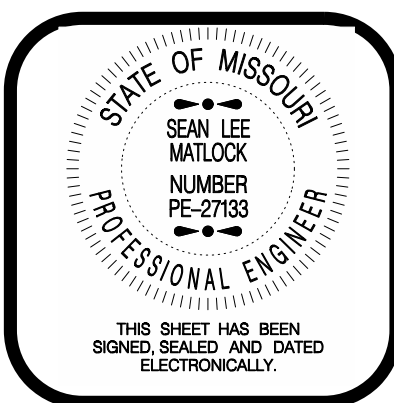
3. IMPROVED BENCHING SURFACES ADJACENT AND CONNECTING INSIDE PIPE SURFACE SHALL BE FINISHED BY HAND OR FORMING TO PROVIDE A SMOOTH FINISHED SURFACE.

4. FLAT SLAB PRECAST MANHOLE TOP MAY BE OMITTED IF IMPROVED BENCHING MATERIAL IS PLACED FLUSH WITH TOP OF PRECAST SECTION OF MANHOLE BASE.

5. PRECAST CONCRETE MANHOLE BASE MAY SUBSTITUTE A SQUARE OR RECTANGULAR SHAPE WITH THE APPROVAL OF THE ENGINEER.

6. PIPE ENDS MAY BE MITER CUT TO PROVIDE FOR TIGHT JOINT AND MORTERED WITH MODIFIED BENCHING MATERIAL PLACED BETWEEN PIPE WALLS AND AND MANHOLE BASE.

7. NO DIRECT PAYMENT WILL BE PROVIDED FOR IMPROVED BENCHING, PIPE MITER CUT OR ADDED MATERIAL, OR SUBSTITUTE PRECAST MANHOLE SHAPE.



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72

SHEET NUMBER

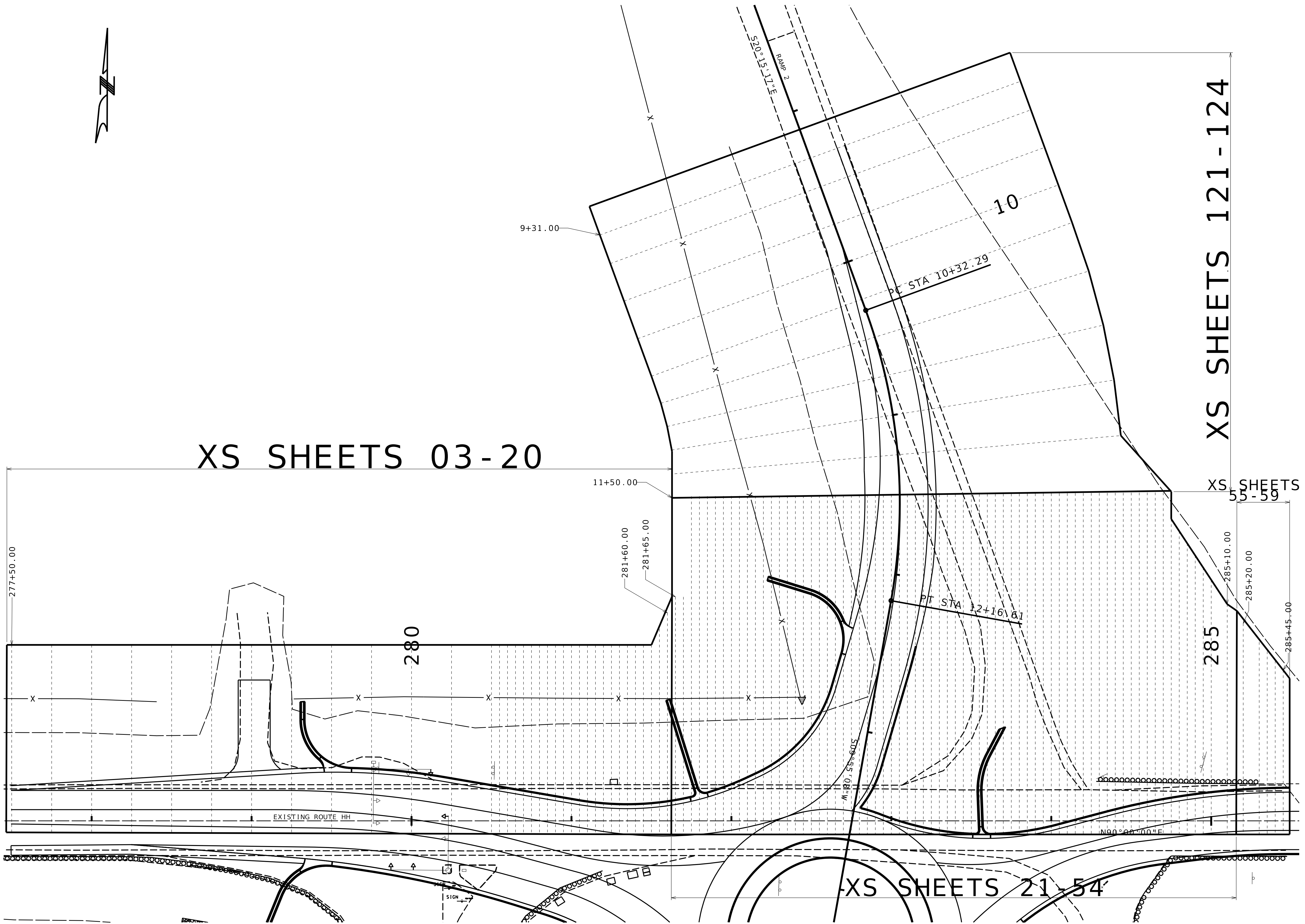
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J7S3378

CULVERT SECTION

SEC 16 & 21, T28N, R31W

ROUTE: OUTER ROAD (DR\$W)



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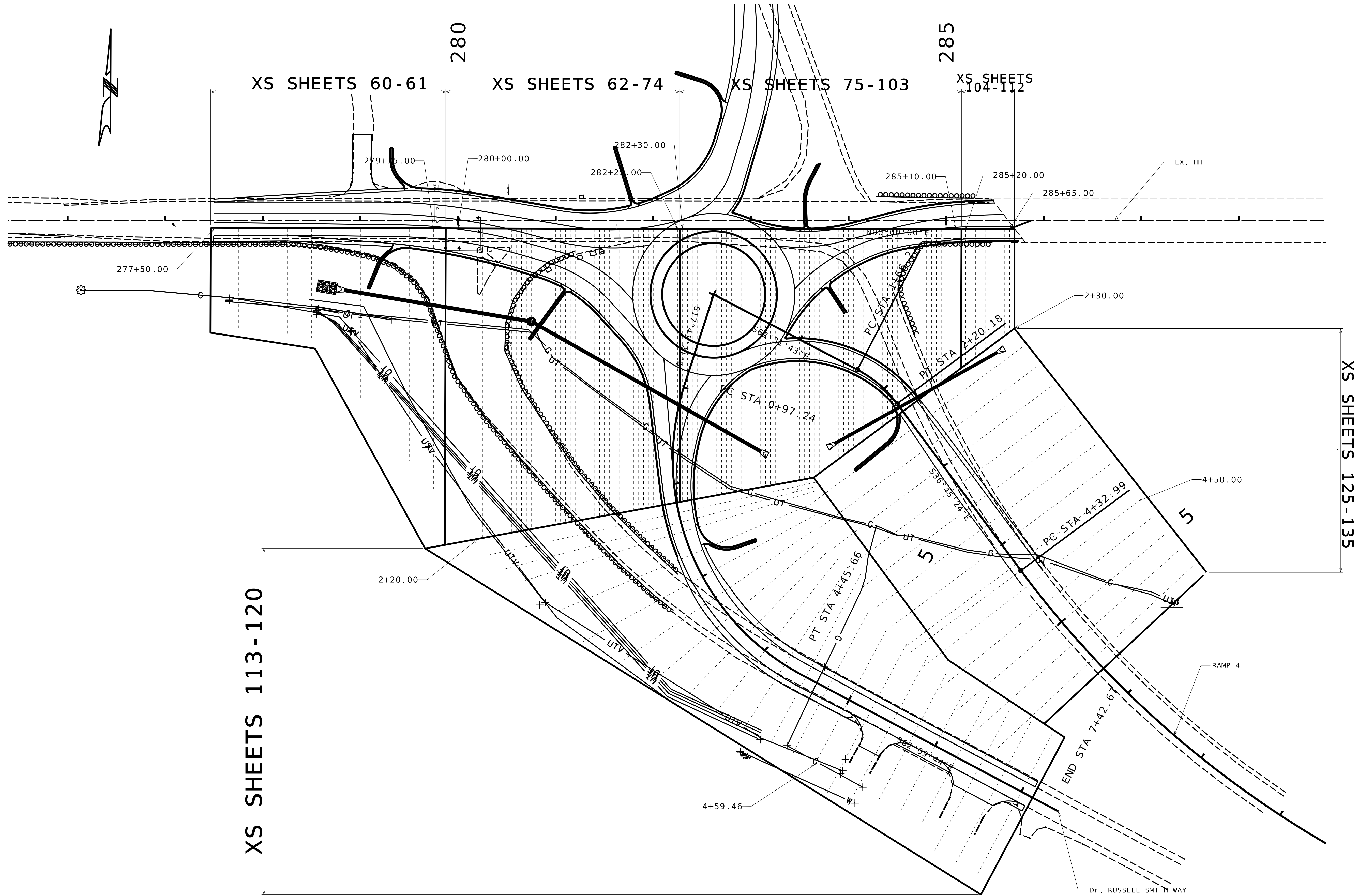
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CROSS-SECTION INDEX
SEC 16 & 21, T28N, R31W
ROUTE HH

SHEET NUMBER
XS-001



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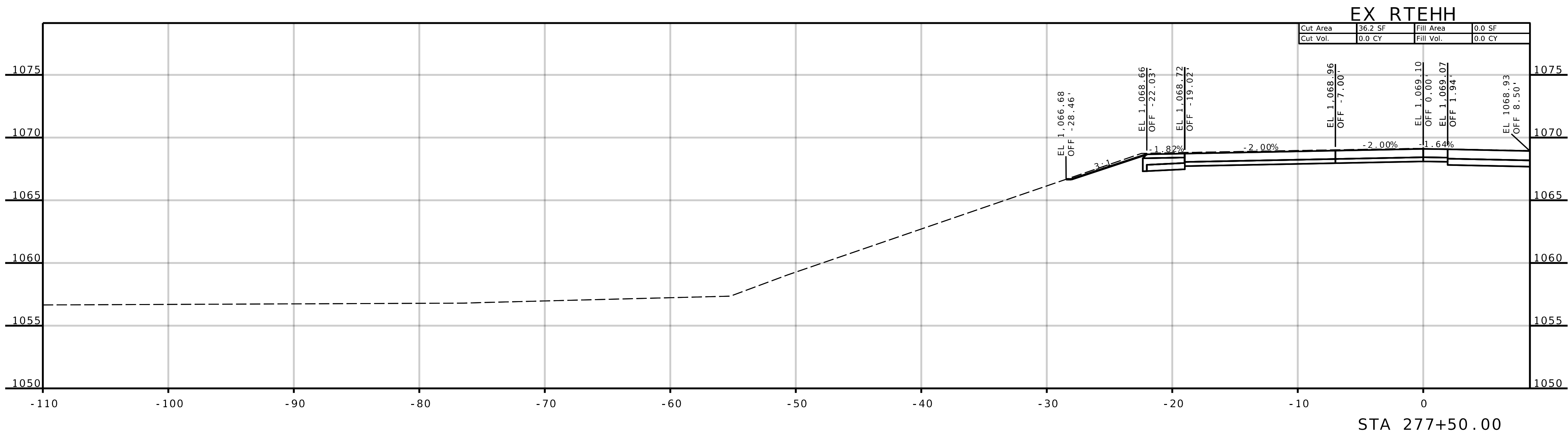
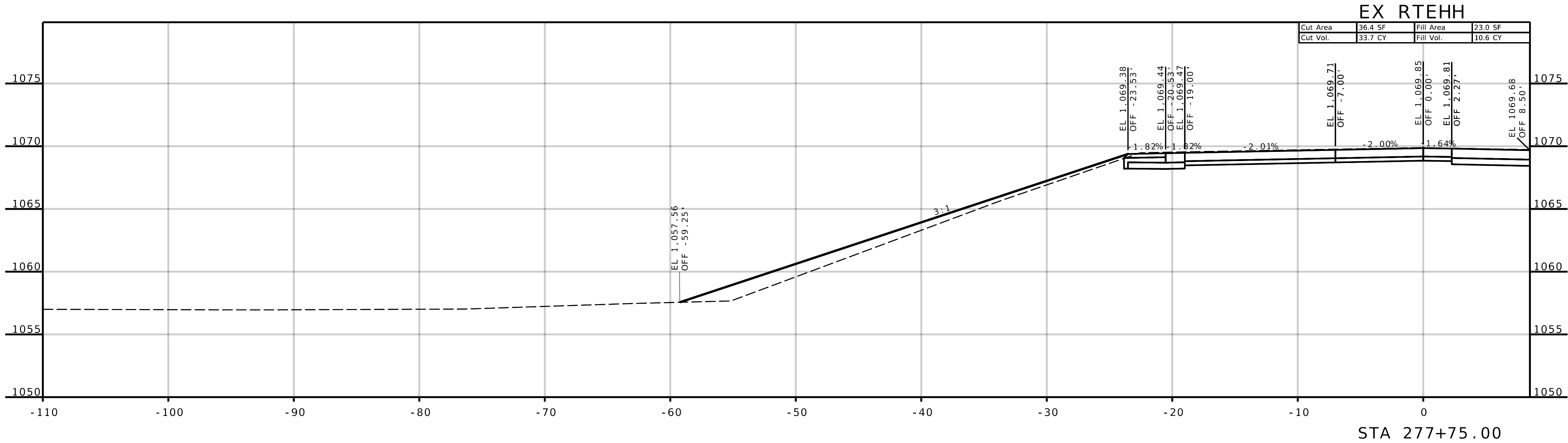
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SEC 16 & 21, T28N, R31W

ROUTE HH

SHEET NUMBER

XS-002



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SEAN LEE
MATLOCK
NUMBER
PE-2783
PROFESSIONAL ENGINEER

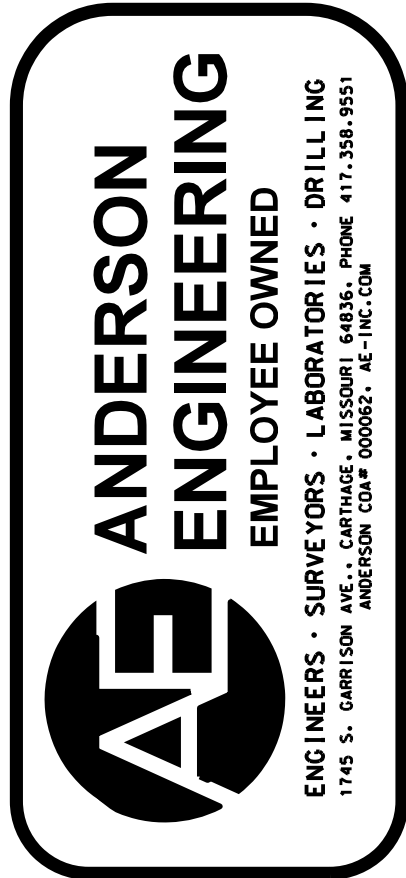
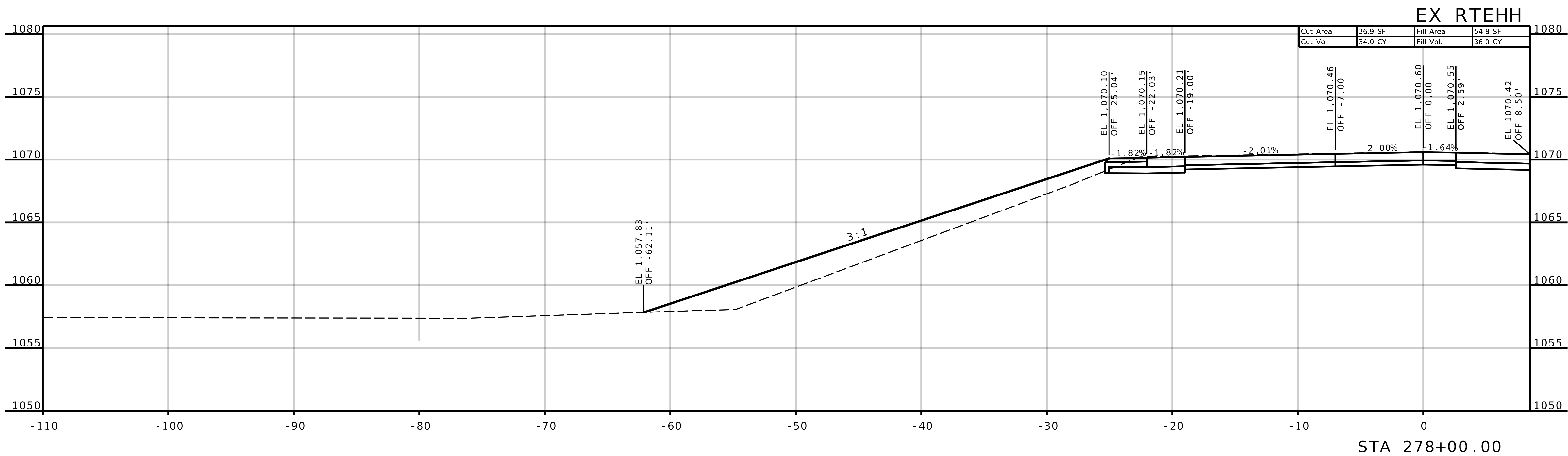
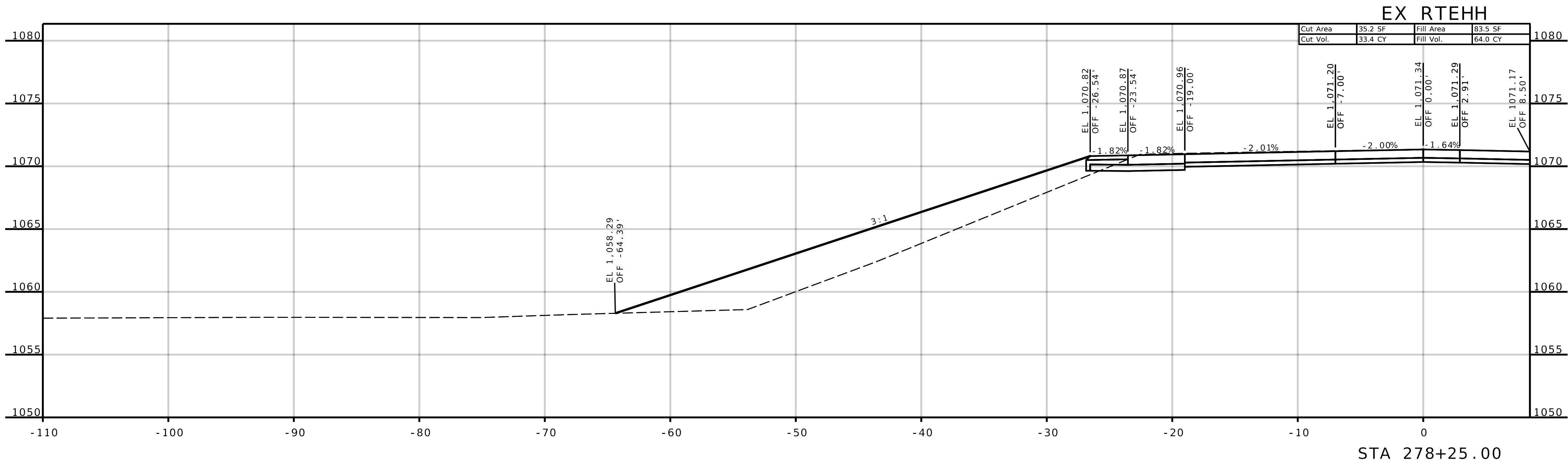
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J7S3378
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SEC 16 & 21, T28N, R31W
ROUTE HH (NORTH SIDE)



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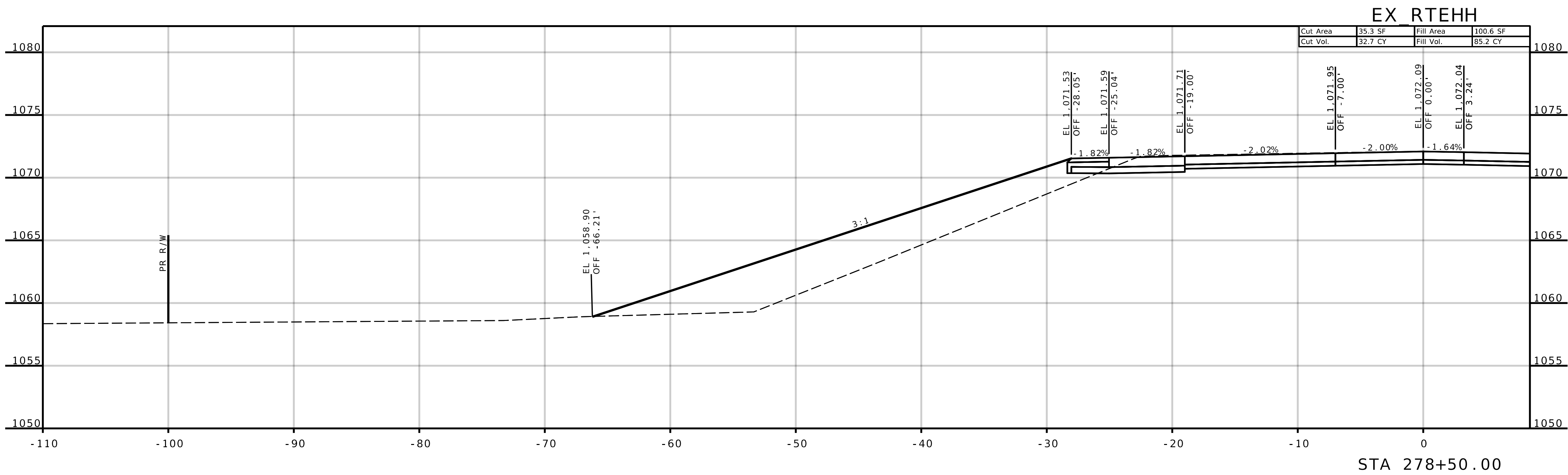
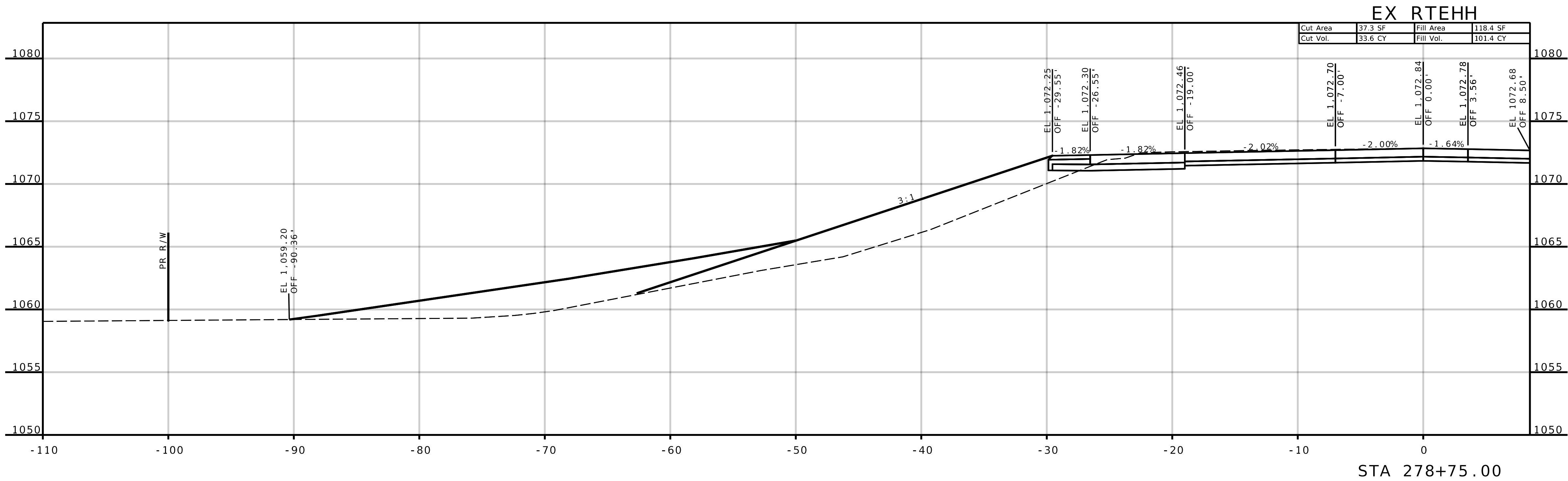
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ROUTE HH (NORTH SIDE)

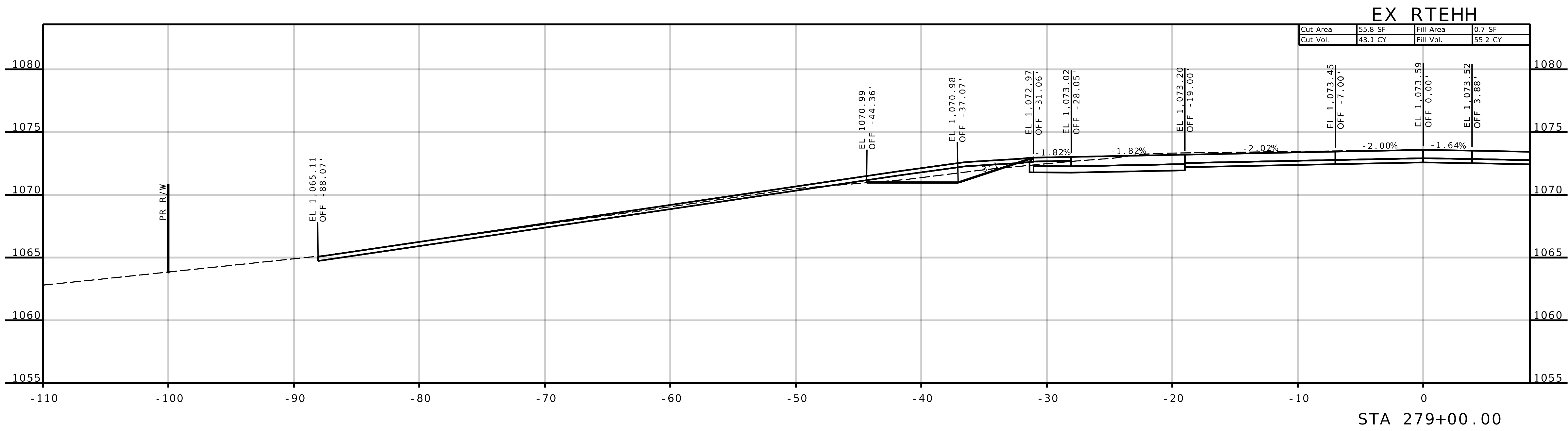
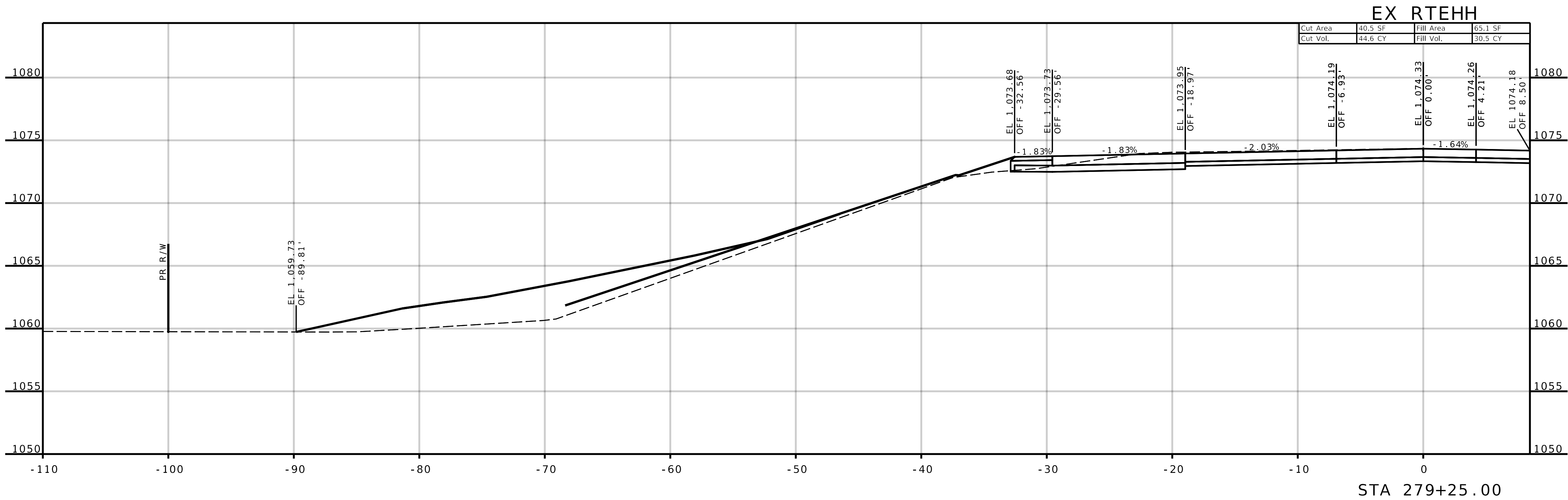
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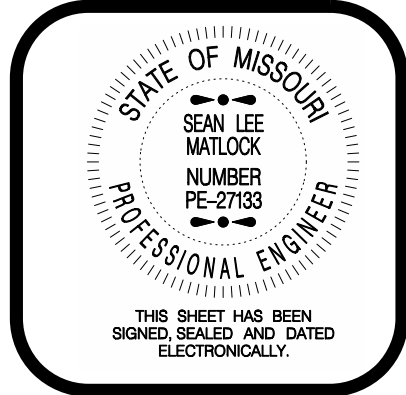
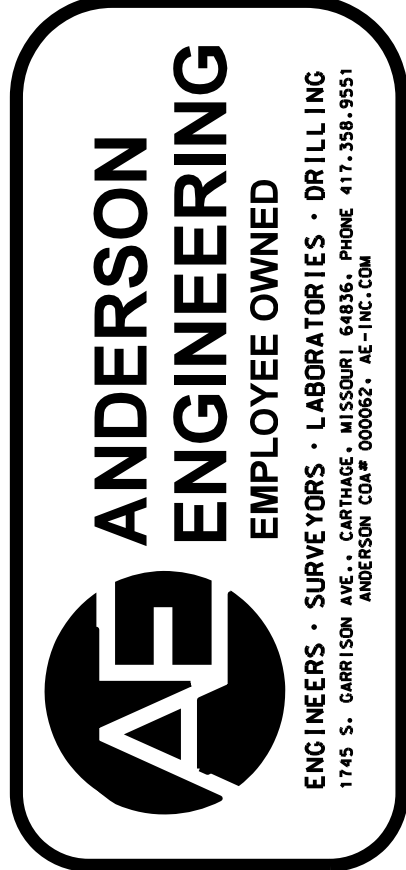
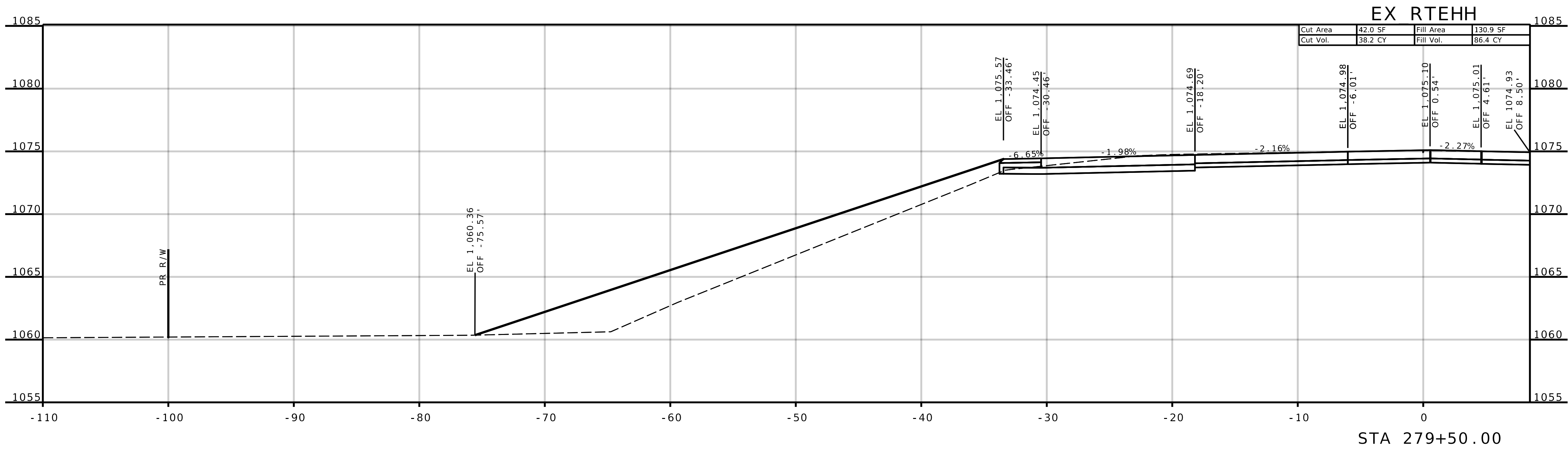
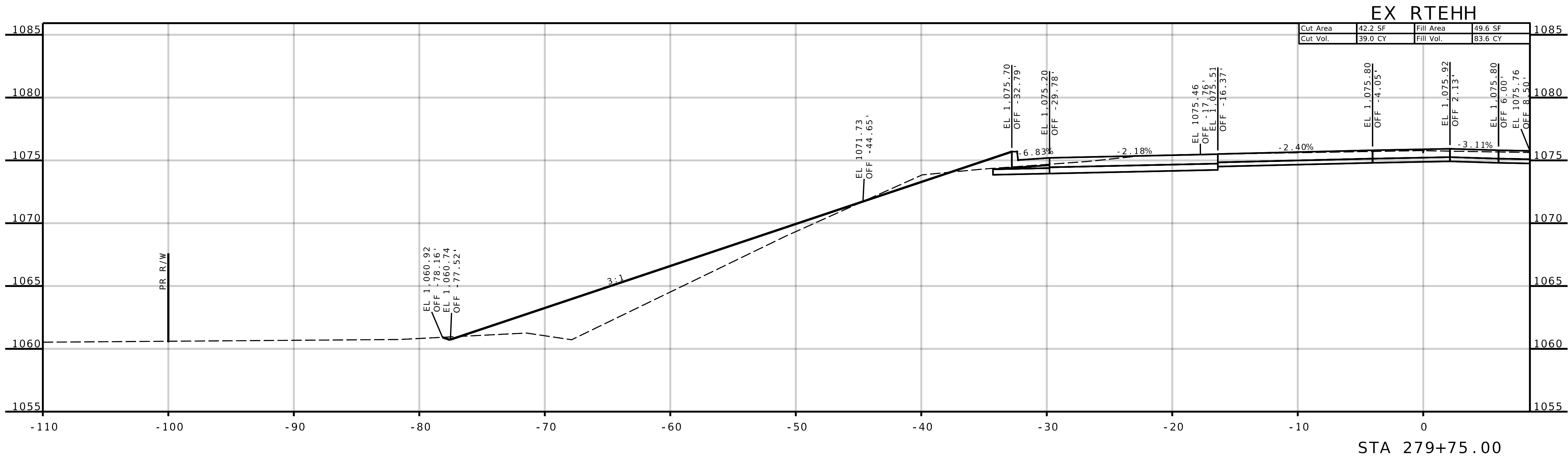
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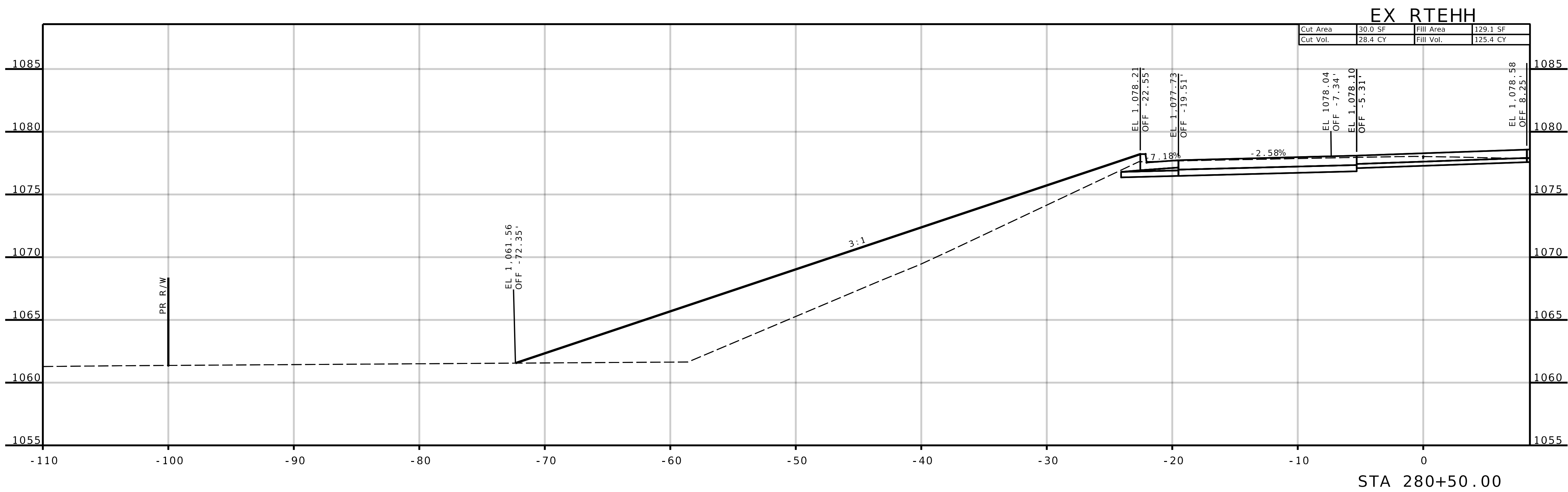
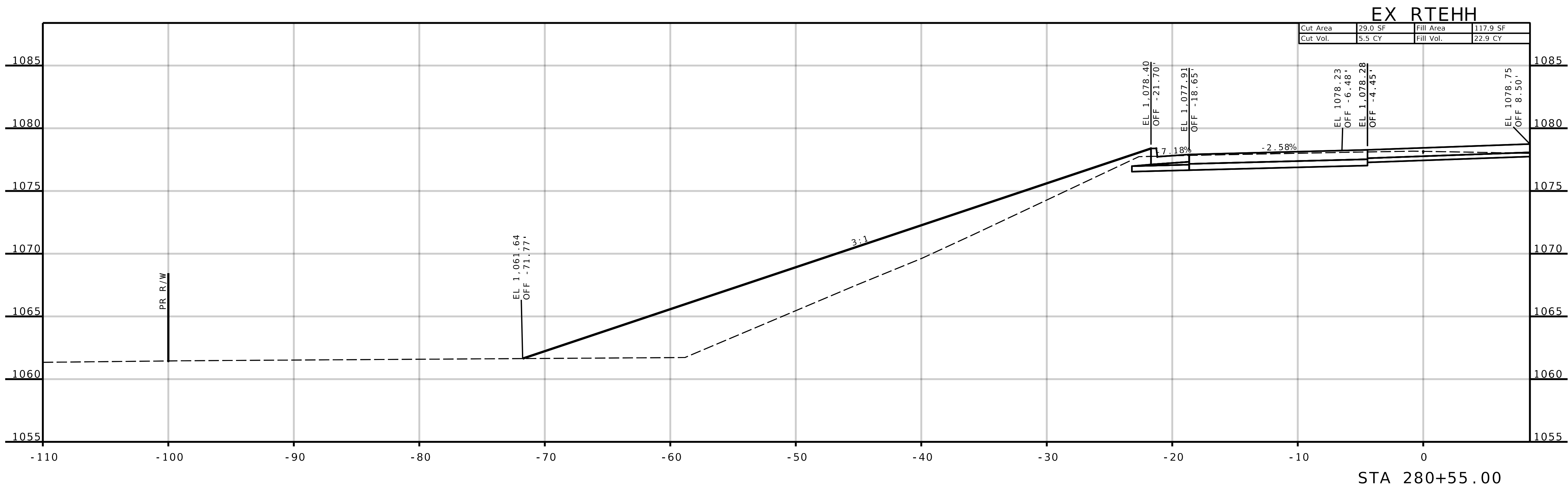
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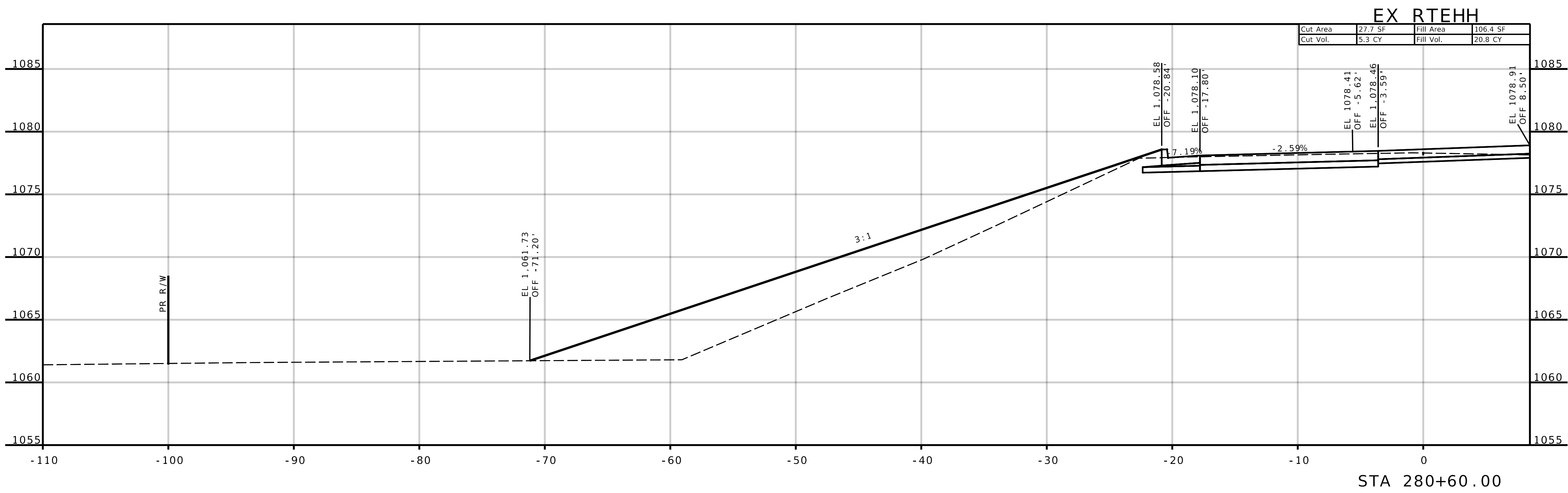
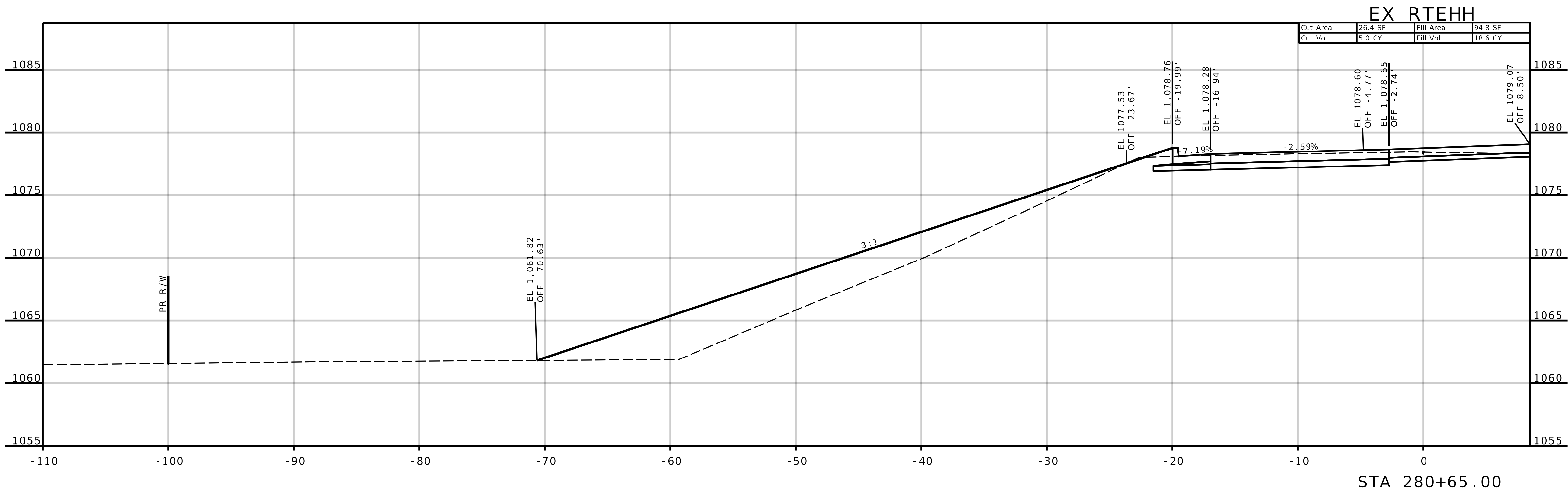
ROUTE HH (NORTH SIDE)

SHEET NUMBER

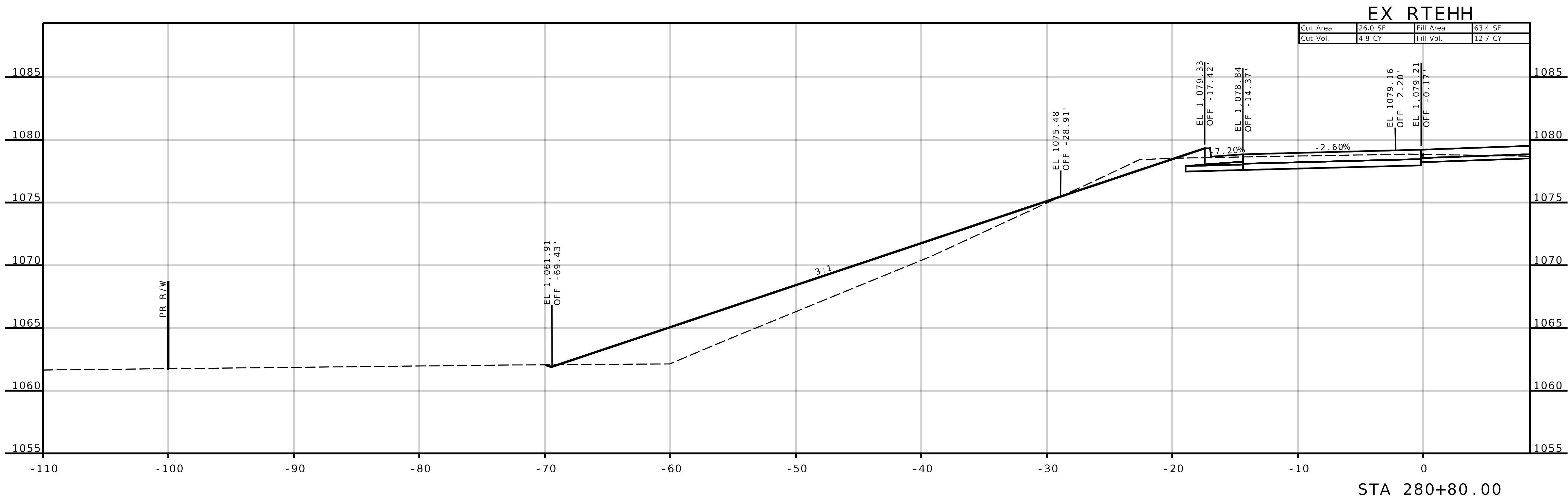
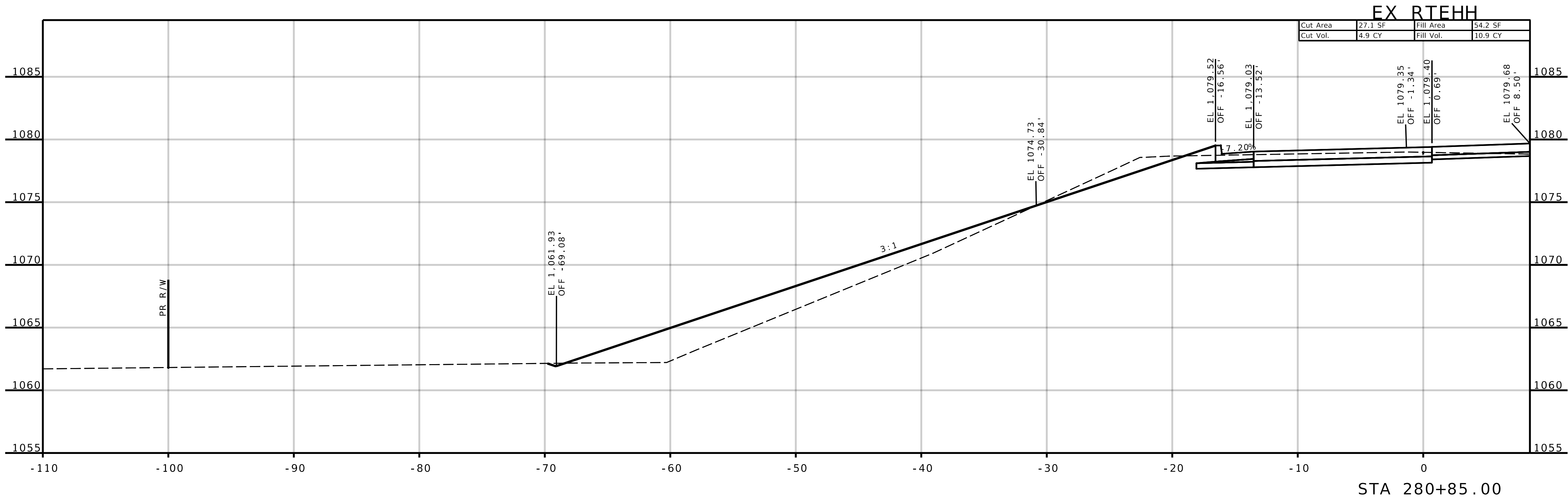
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MATLOCK
NUMBER
PE-2783
PROFESSIONAL ENGINEER

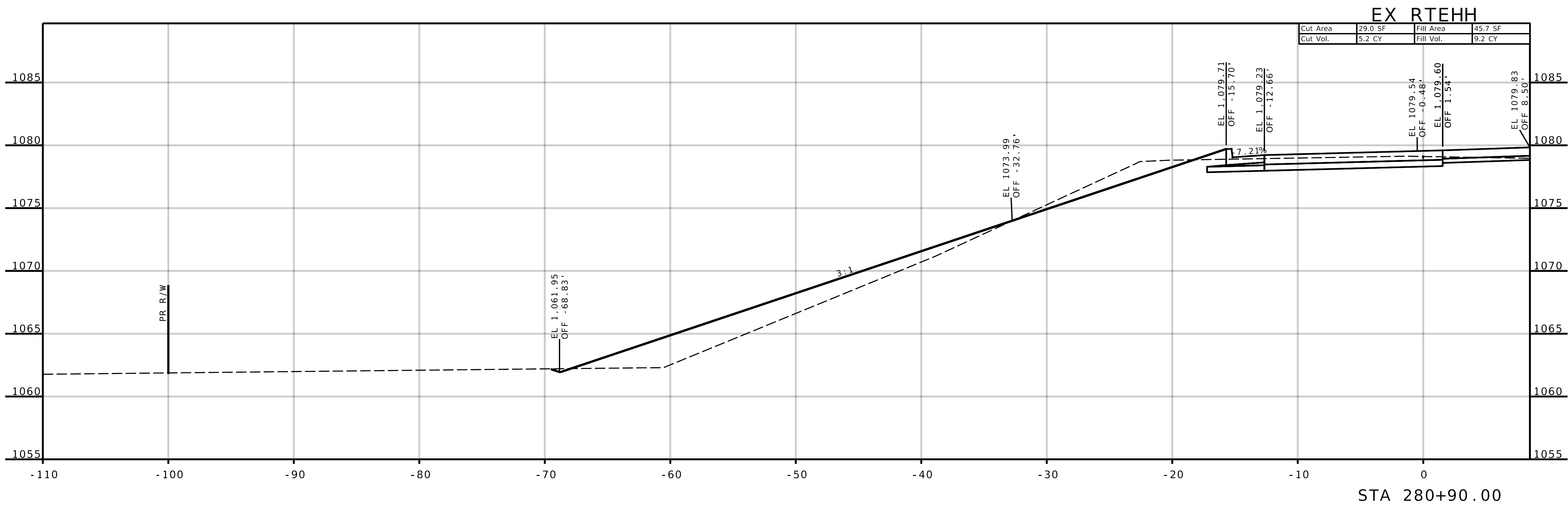
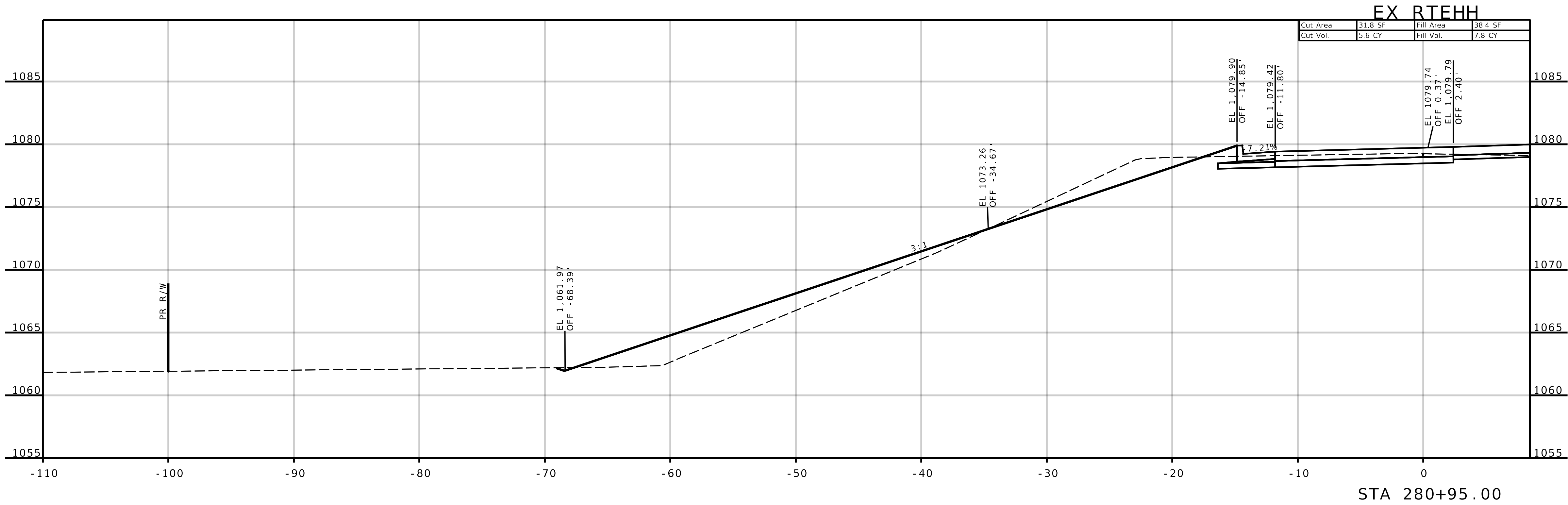
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ROUTE HH (NORTH SIDE)



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SEAN LEE MATLOCK
NUMBER PE-2783
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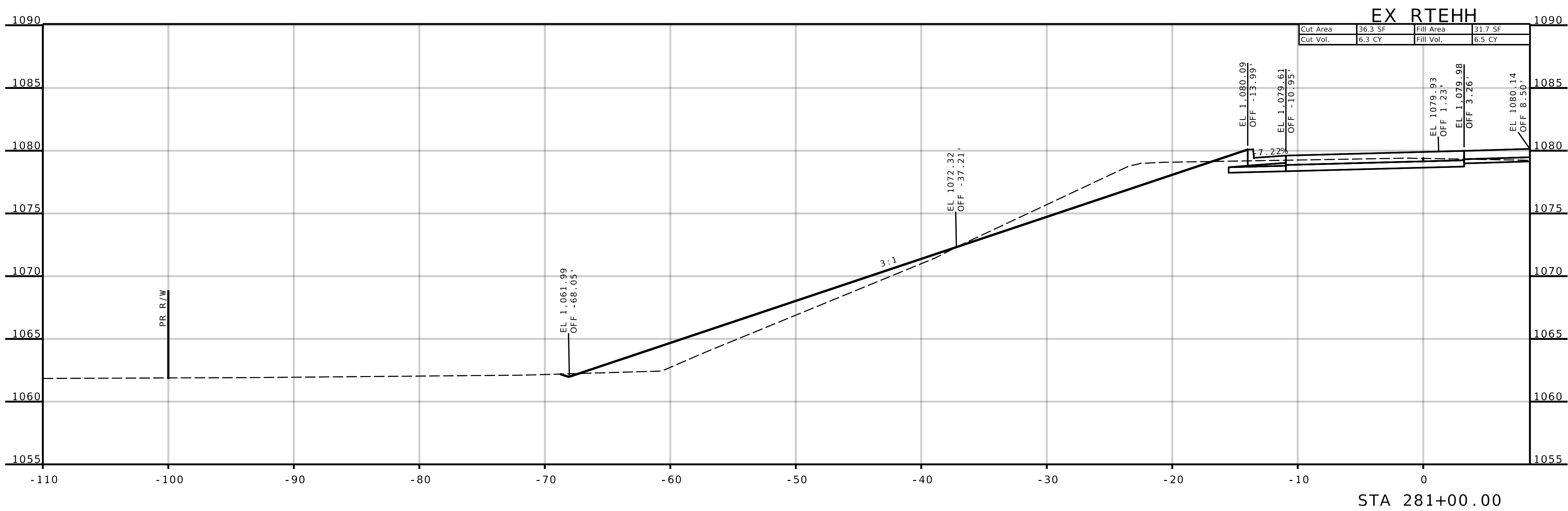
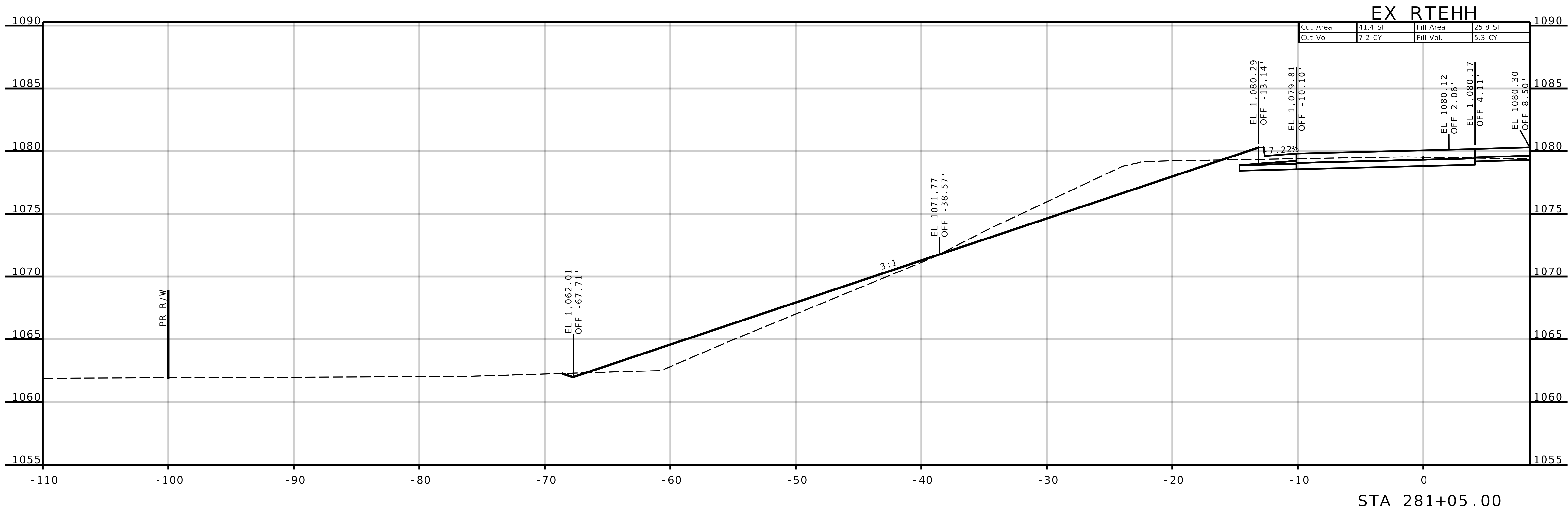
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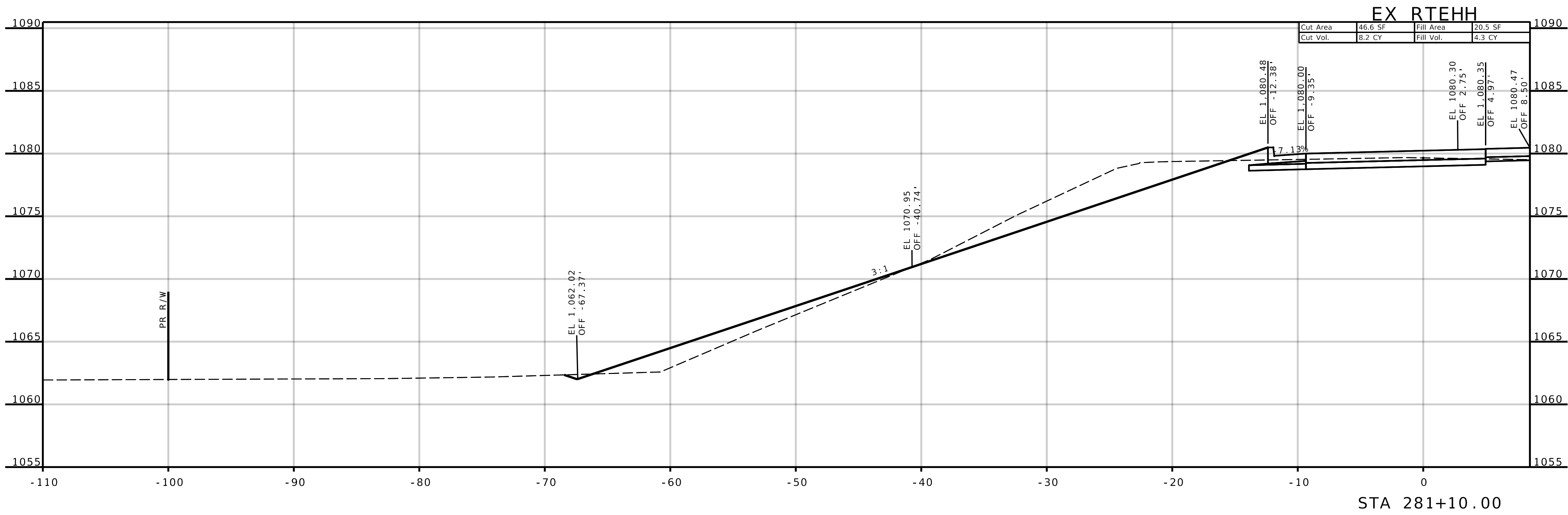
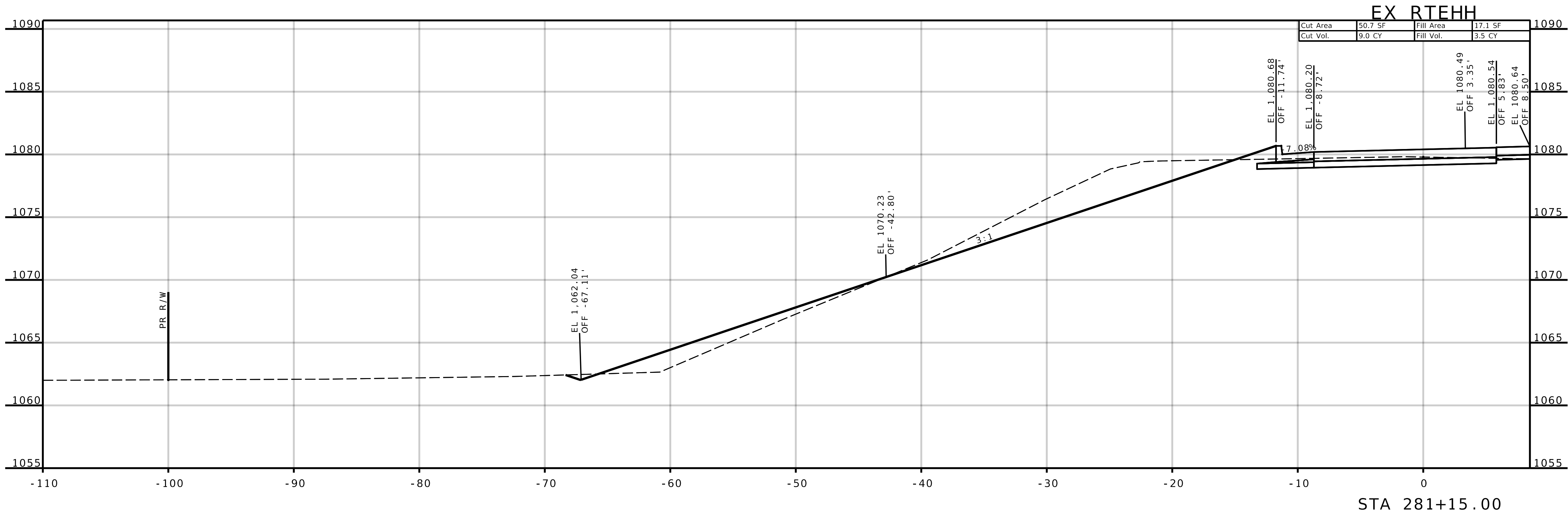
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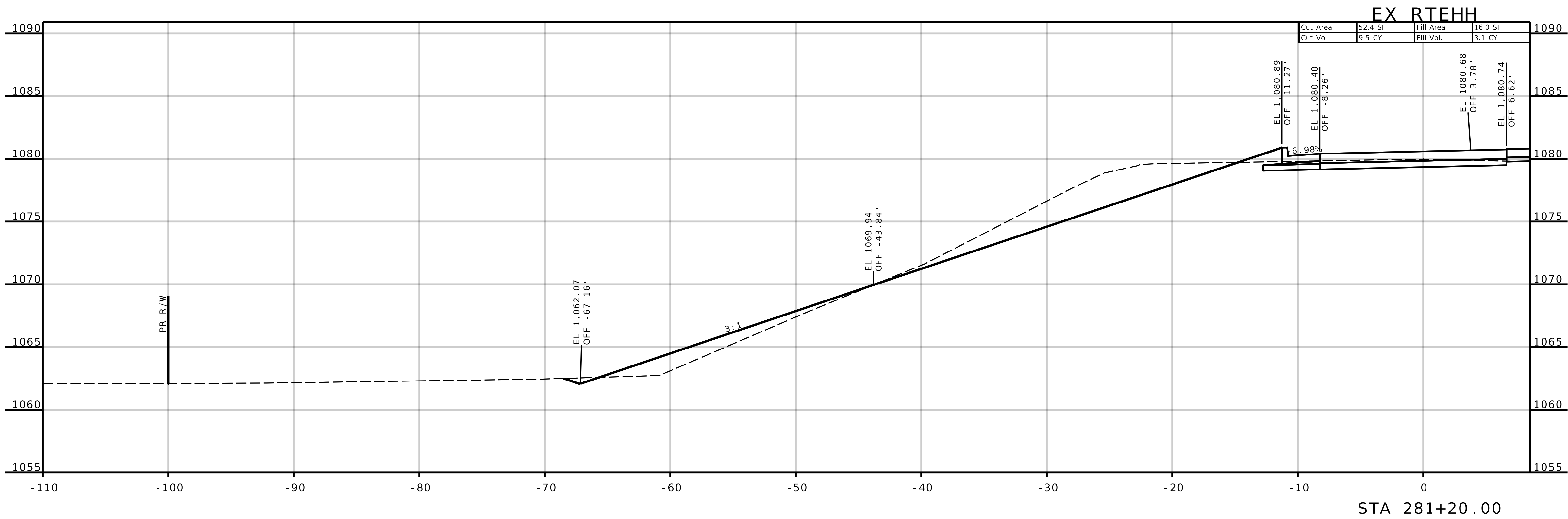
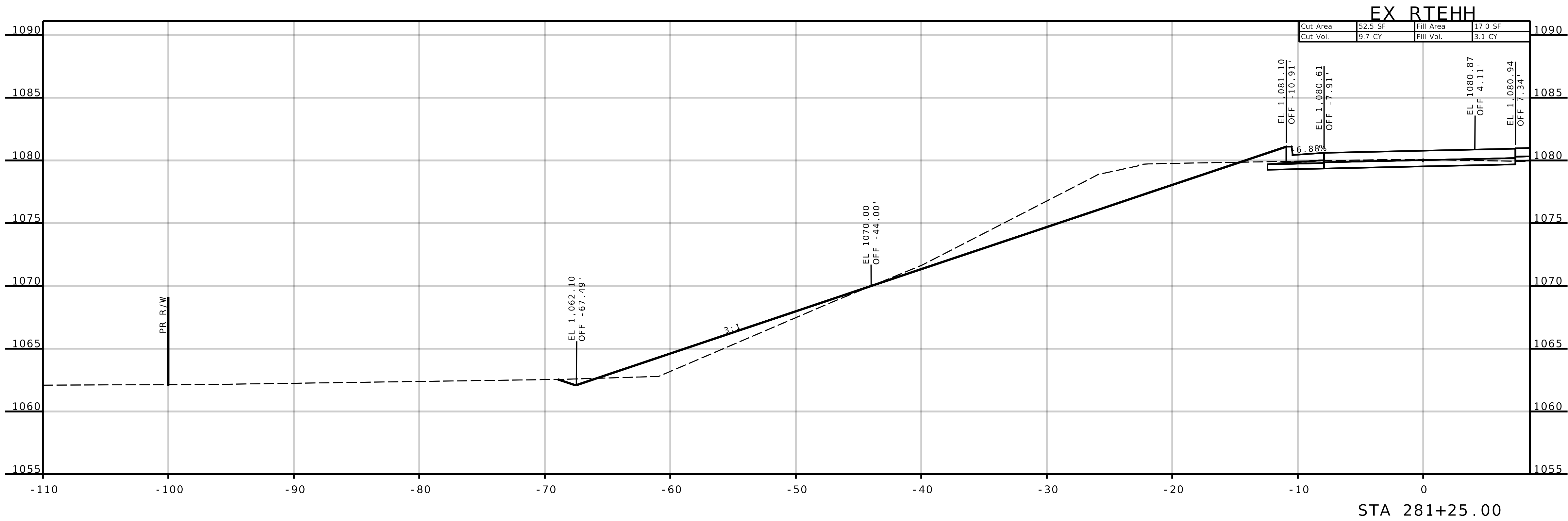
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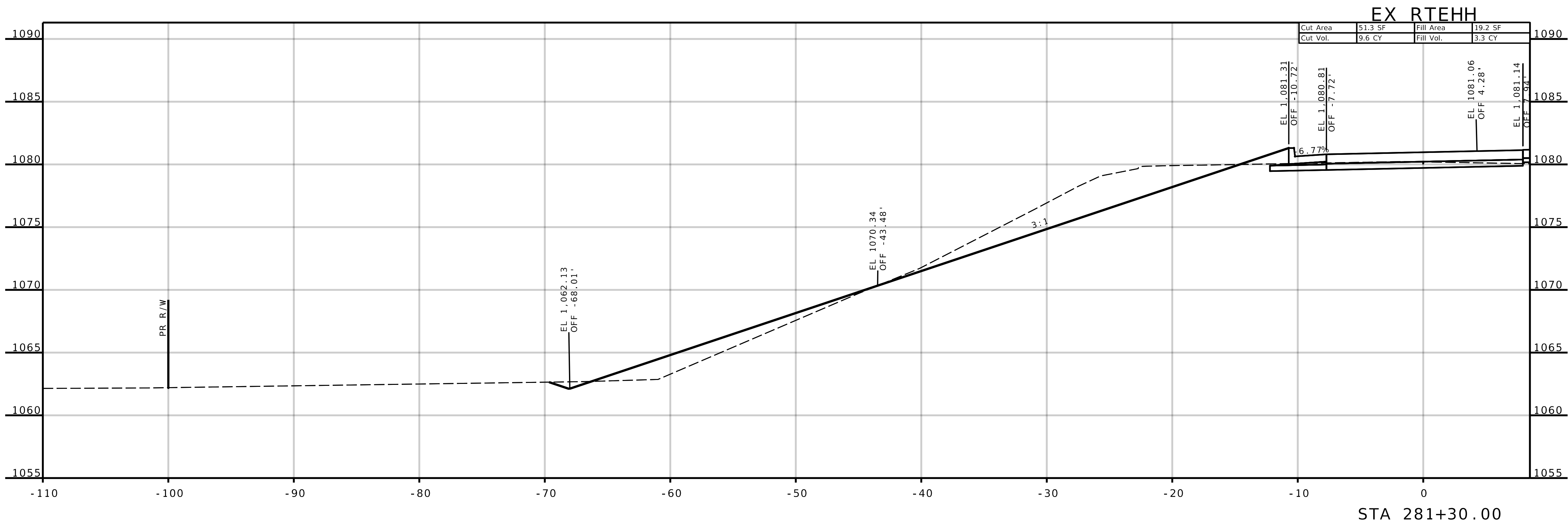
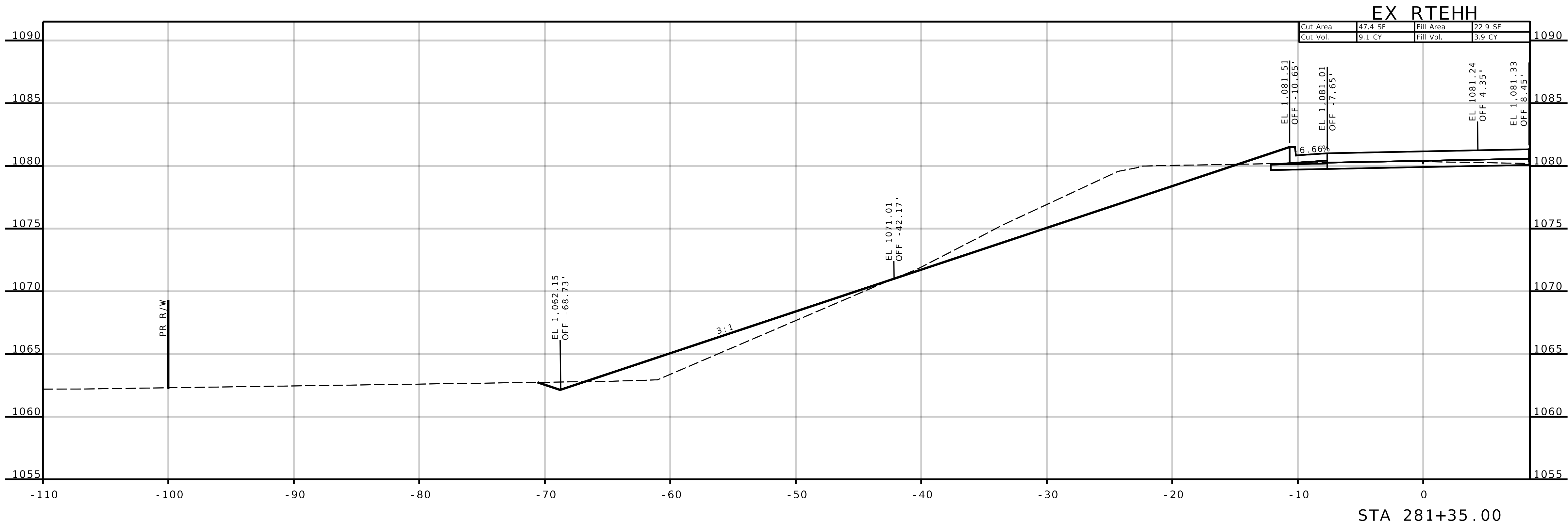
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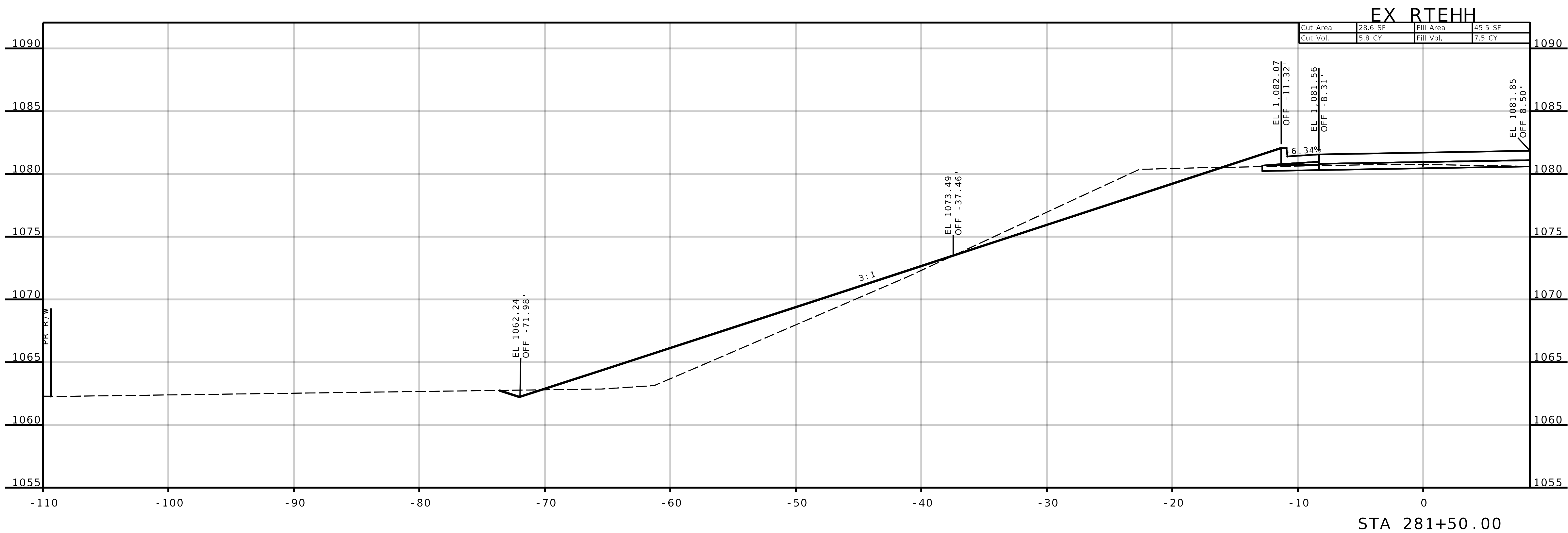
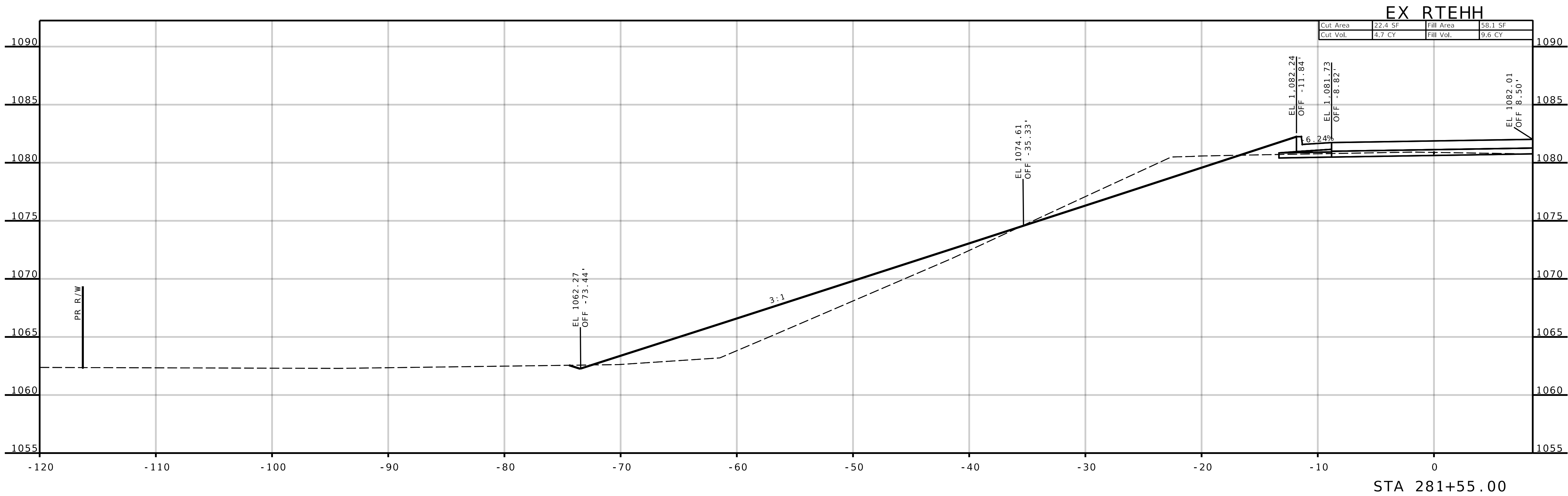
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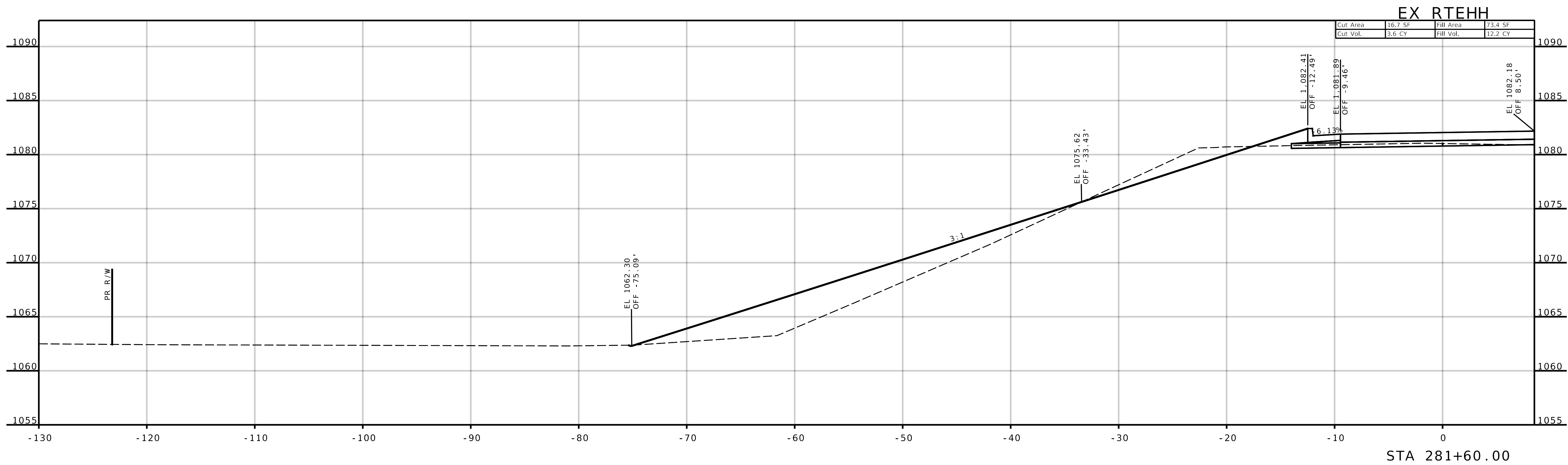
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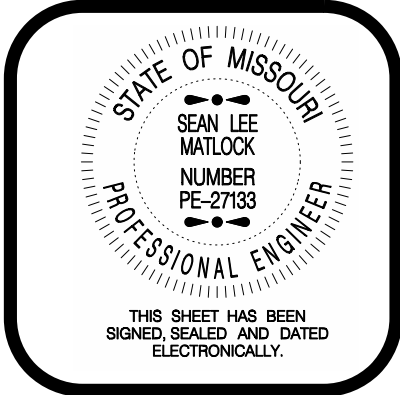
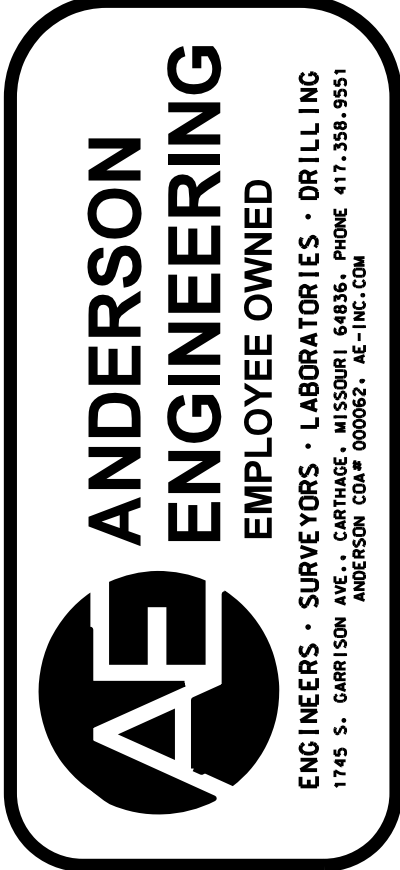
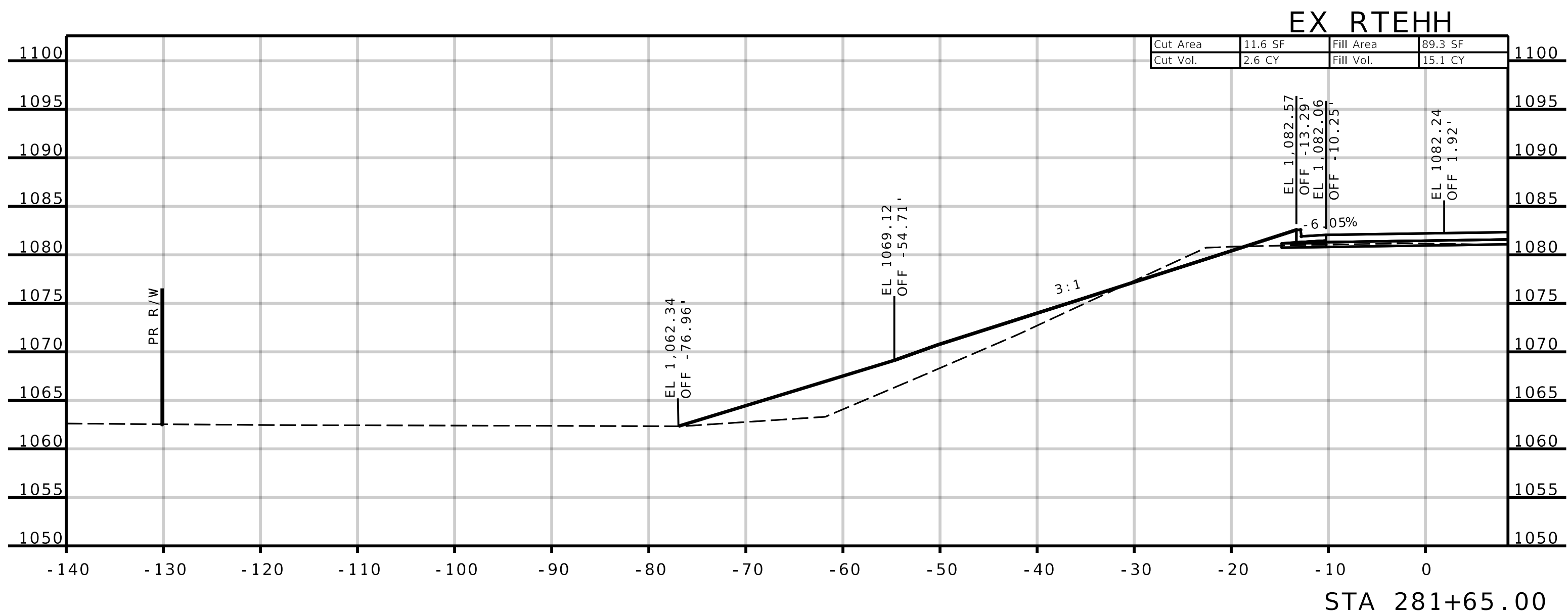
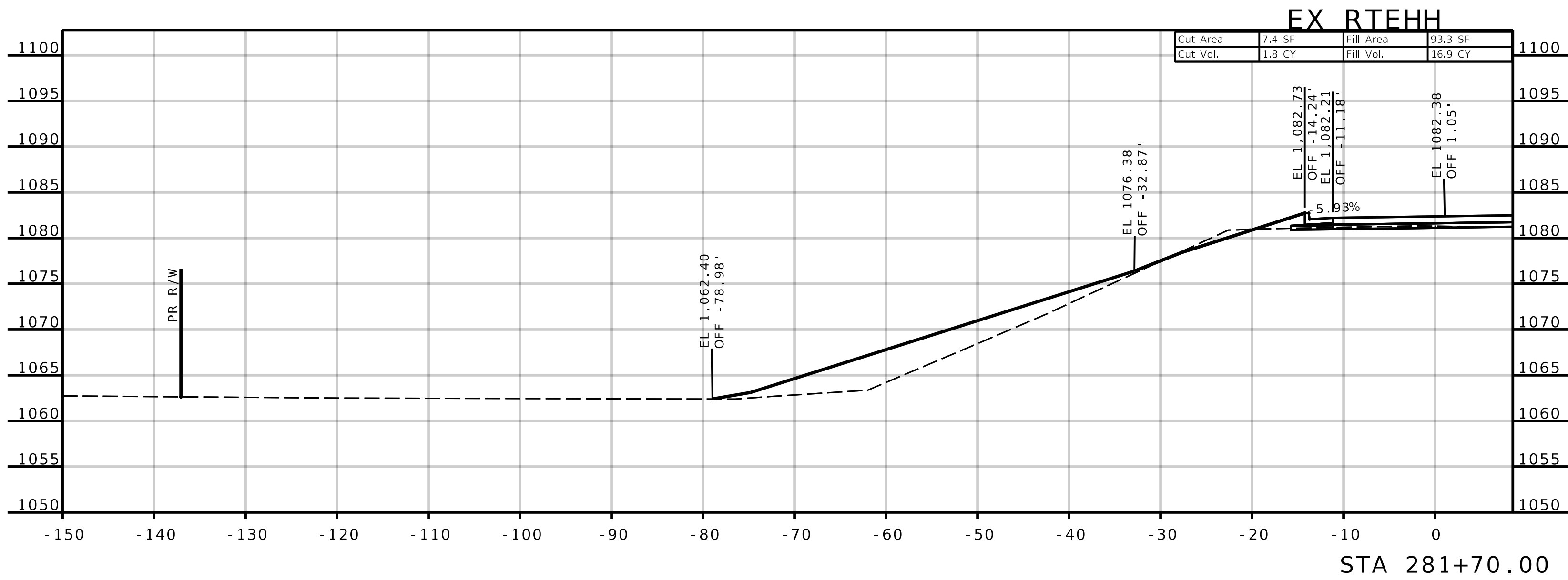
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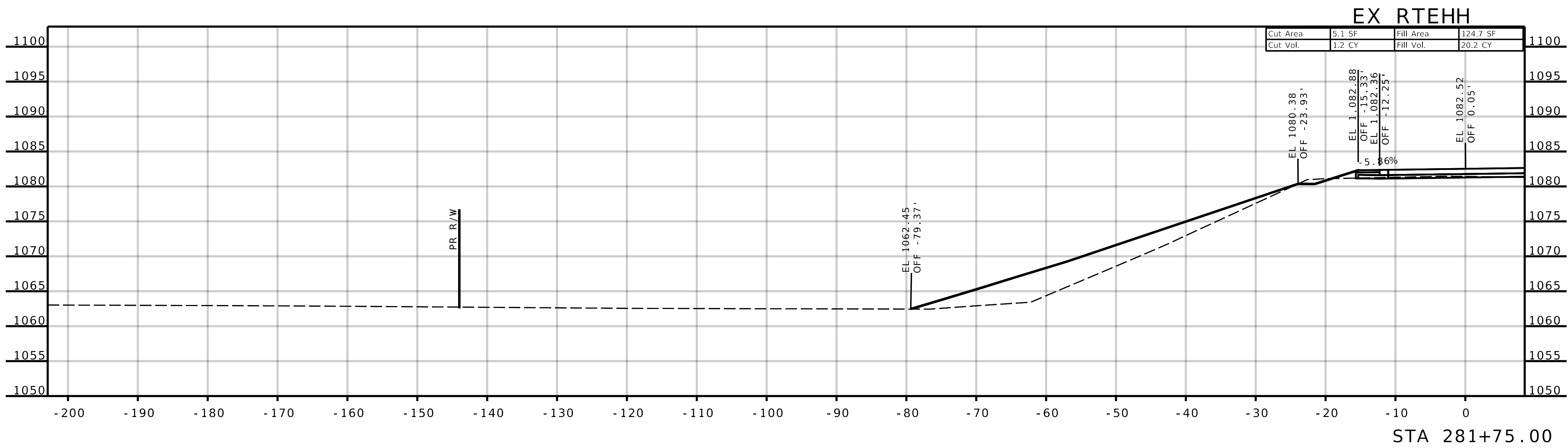
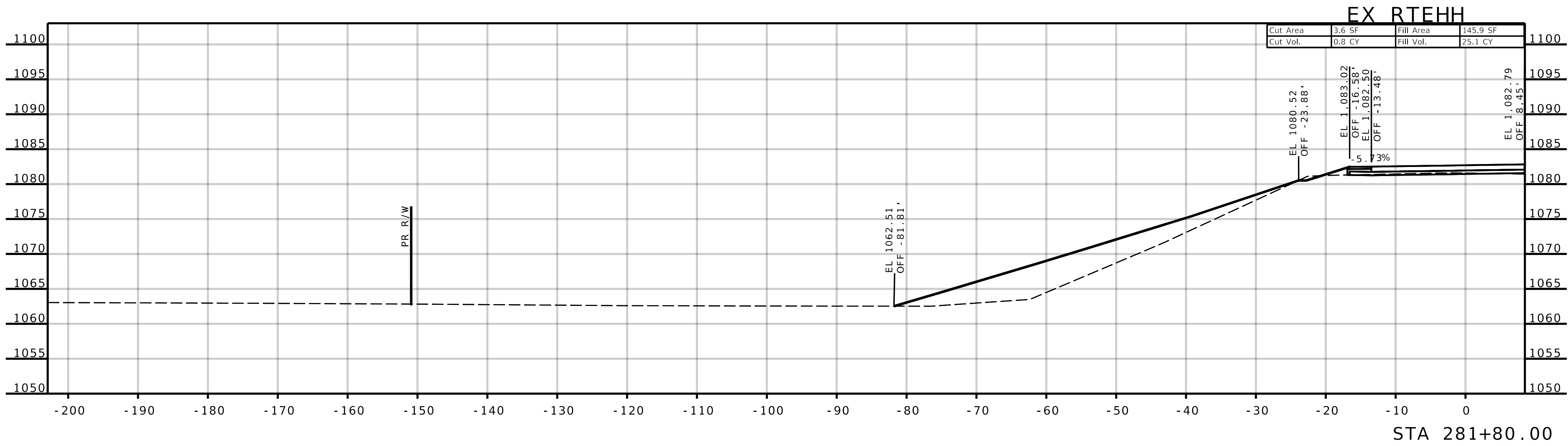
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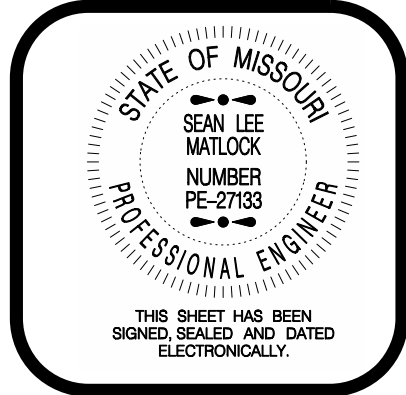
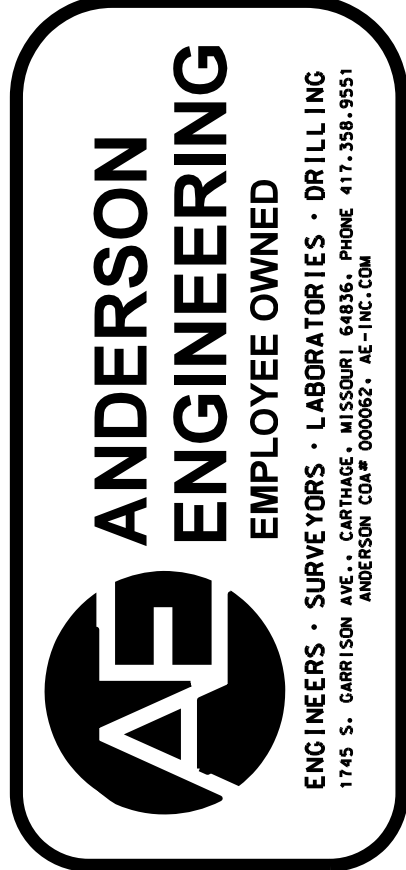
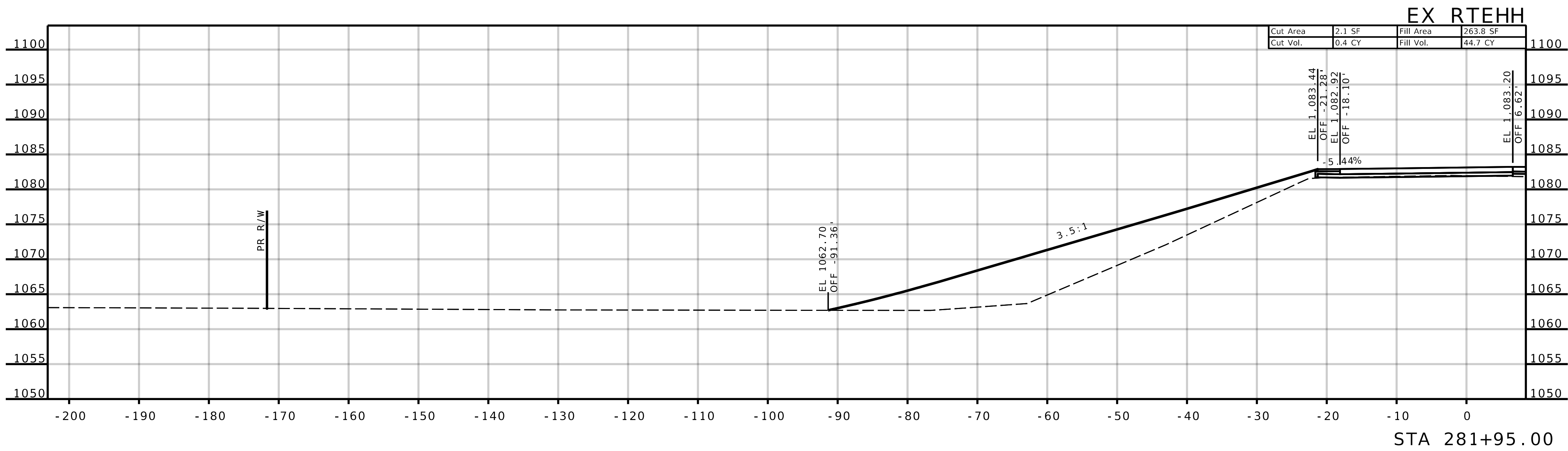
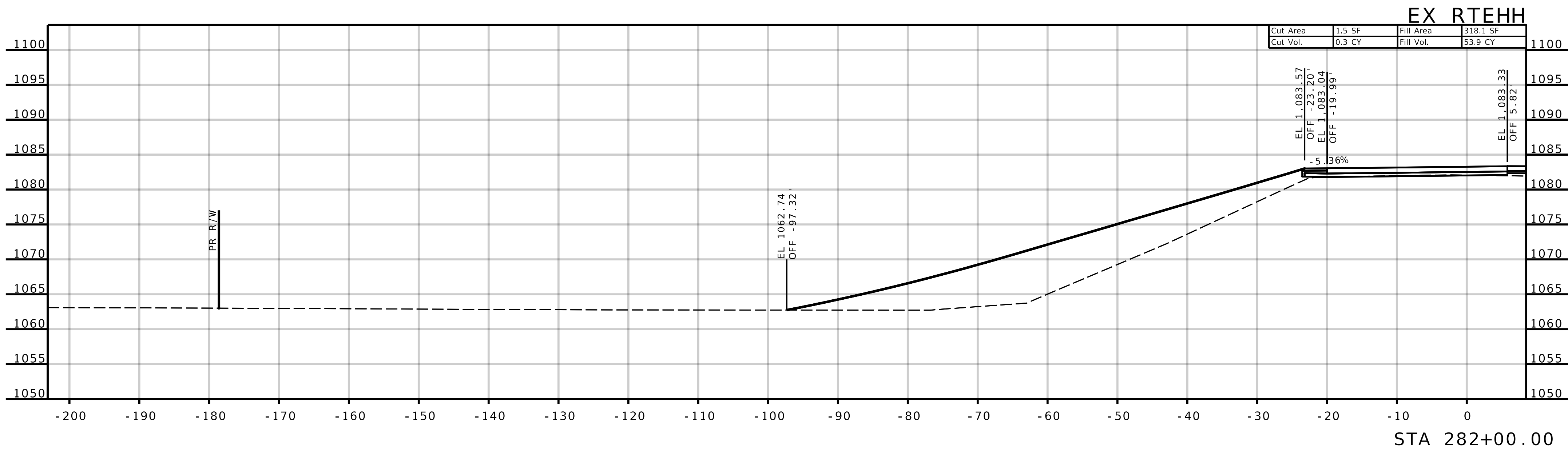
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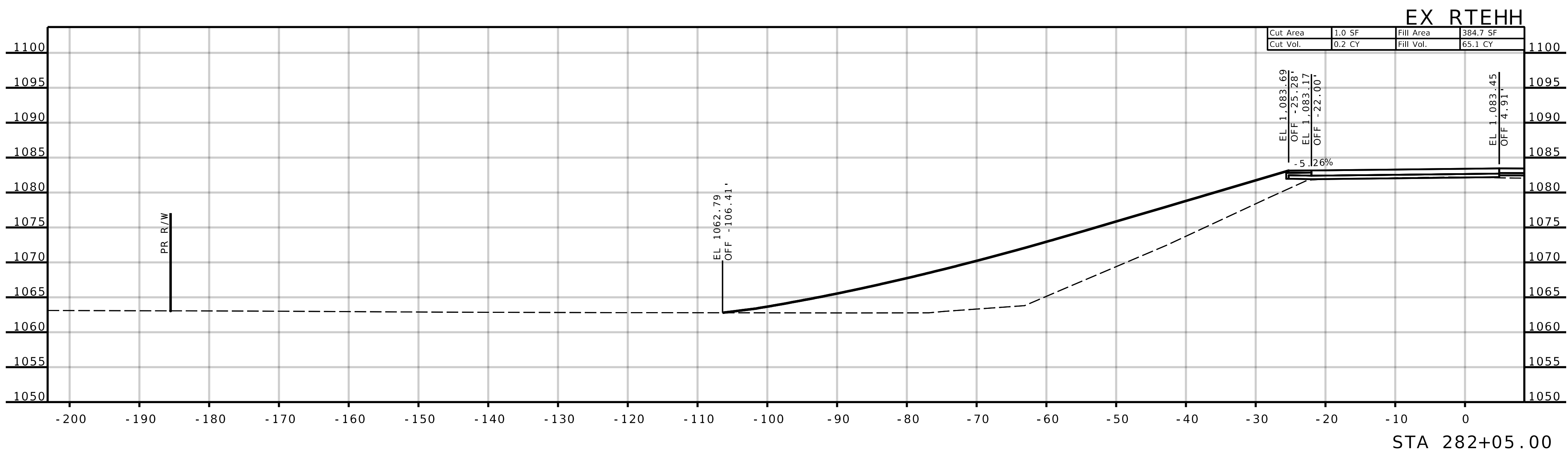
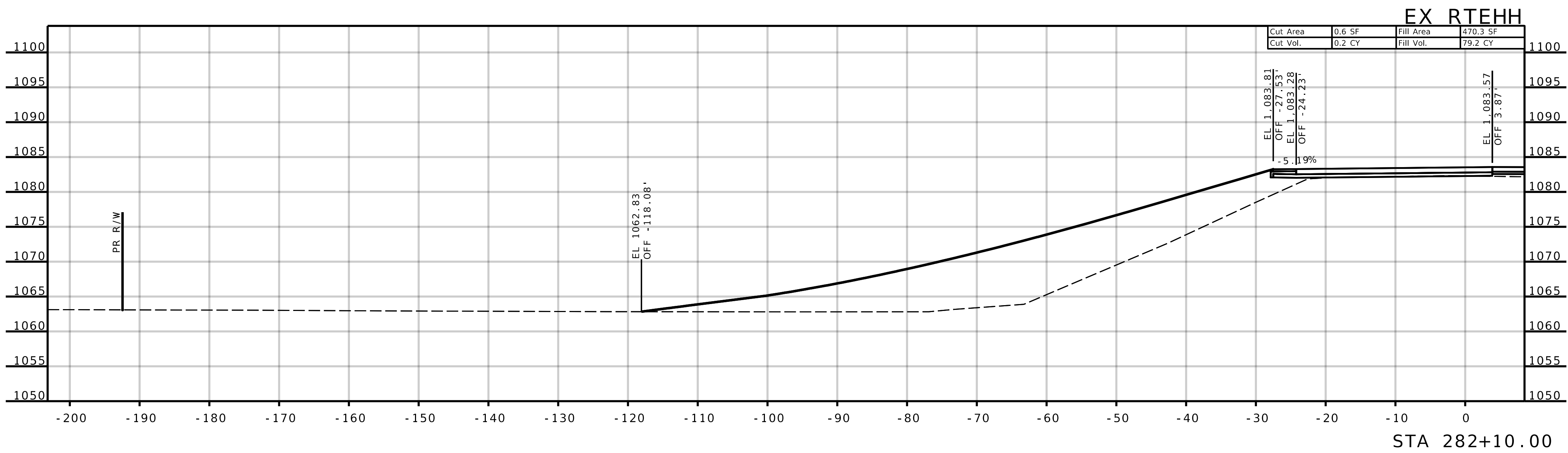
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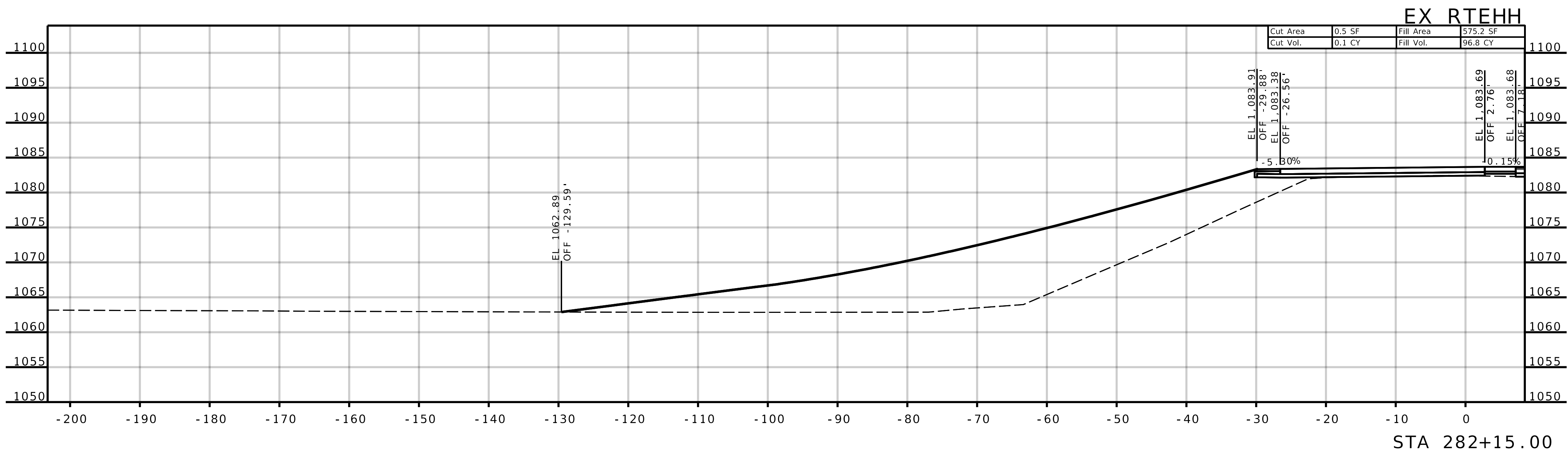
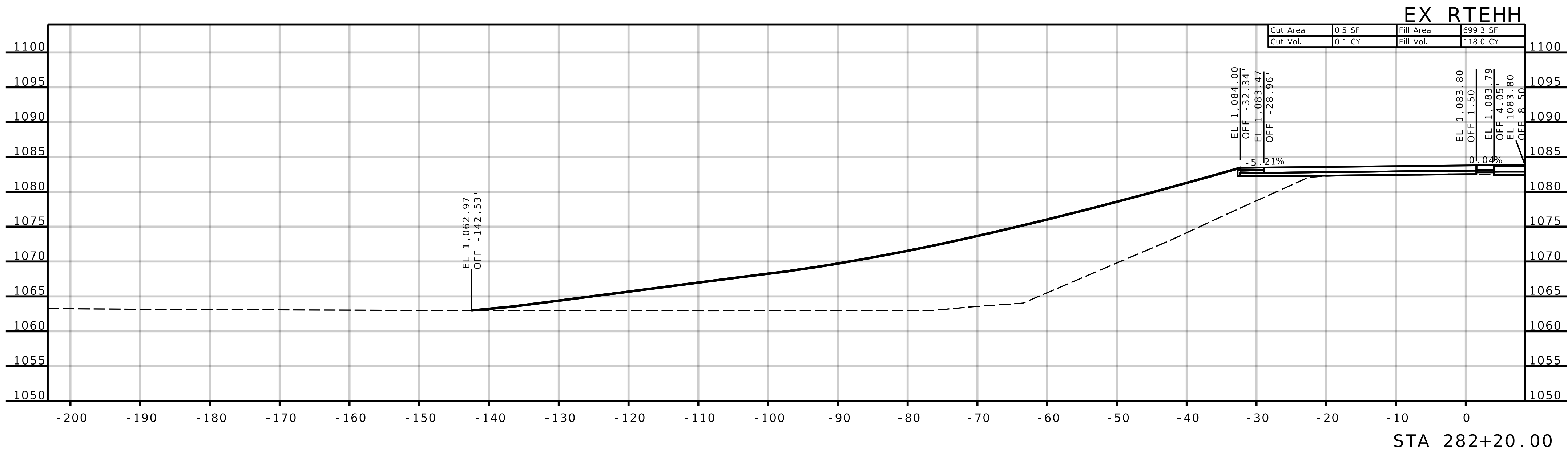
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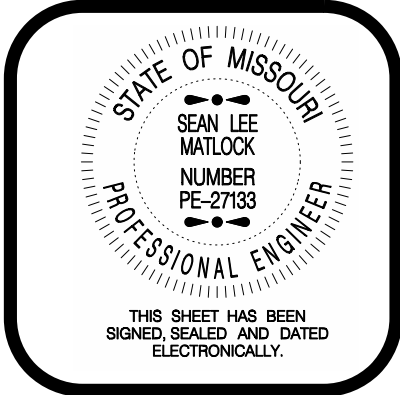
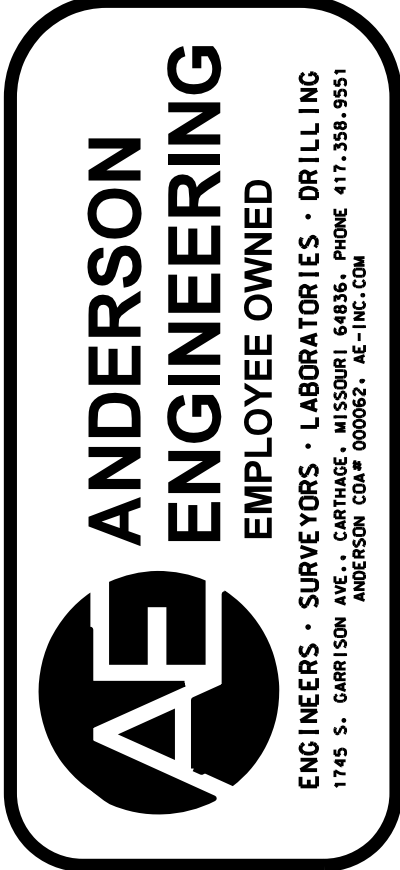
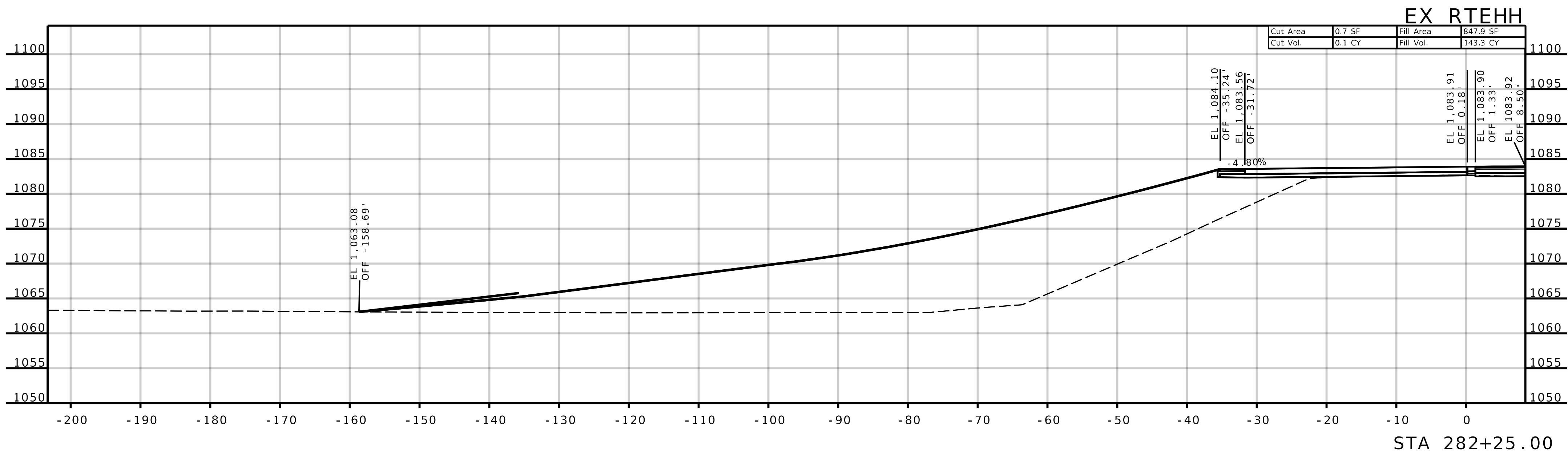
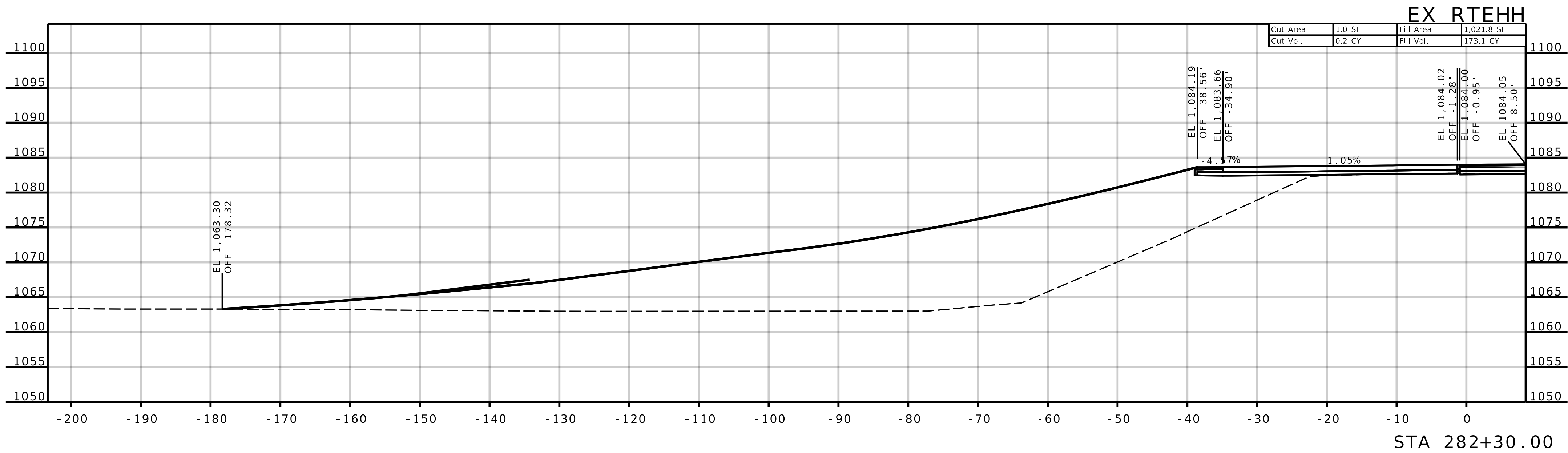
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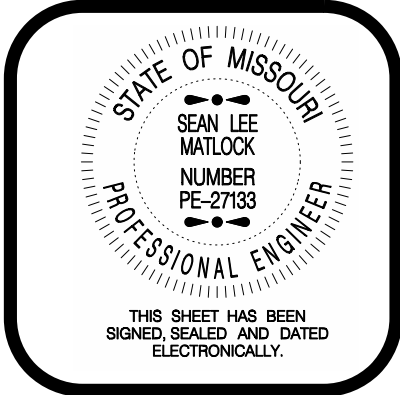
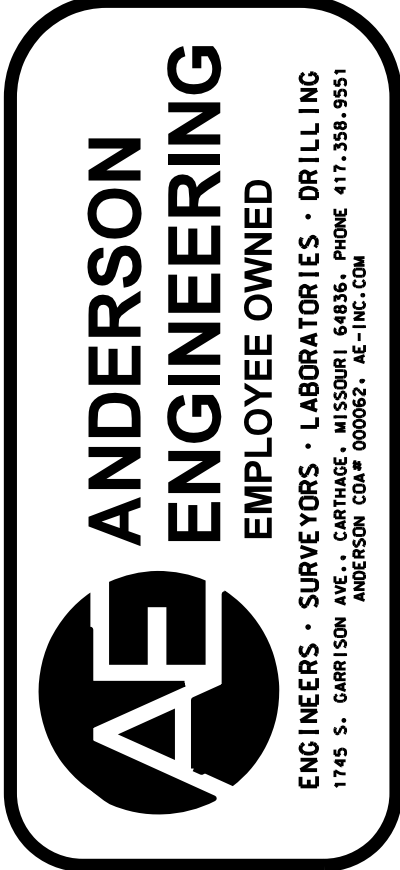
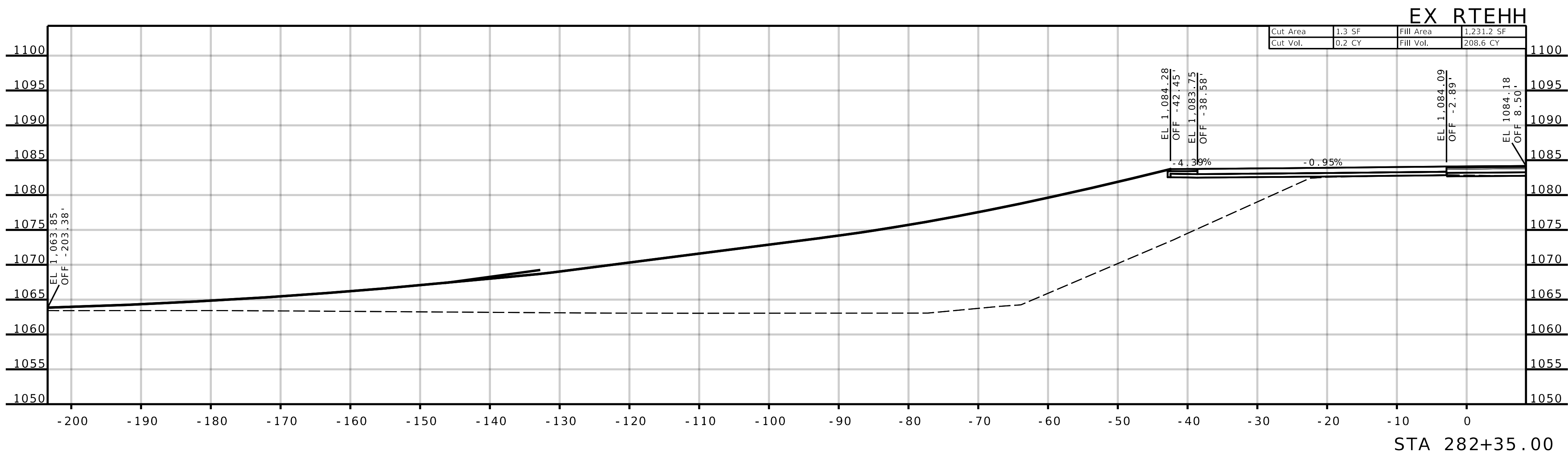
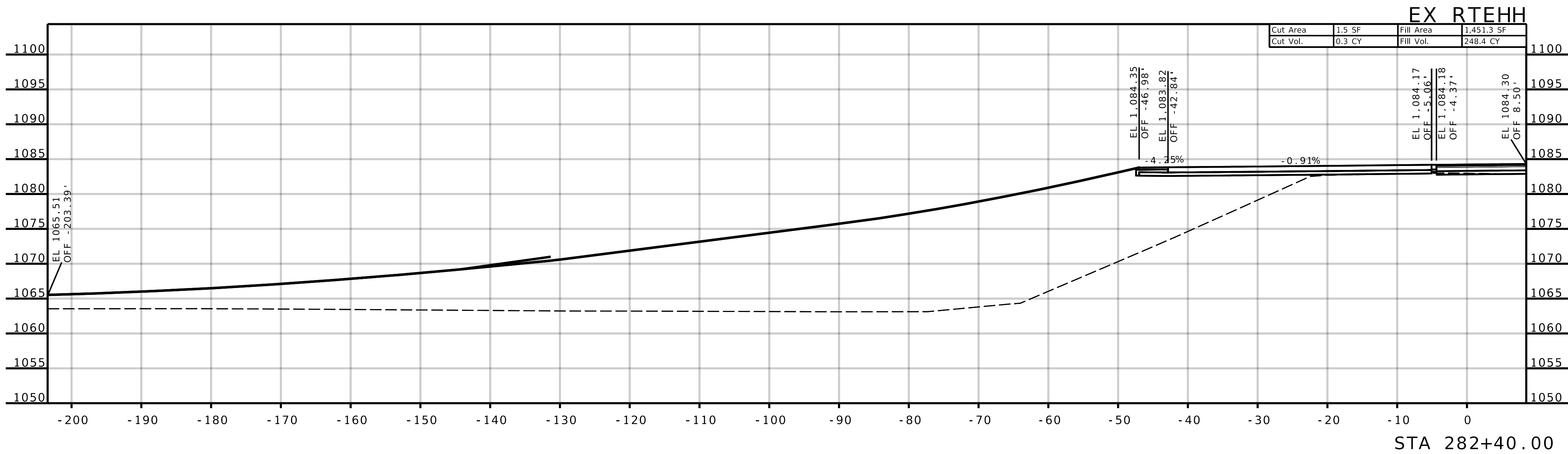
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XS-027	J7S3378 CROSS-SECTIONS SEC 16 & 21, T28N, R31W ROUTE HH (NORTH SIDE)



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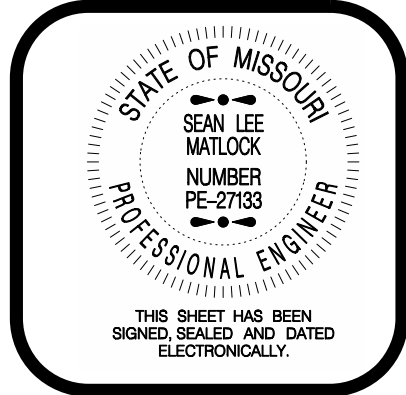
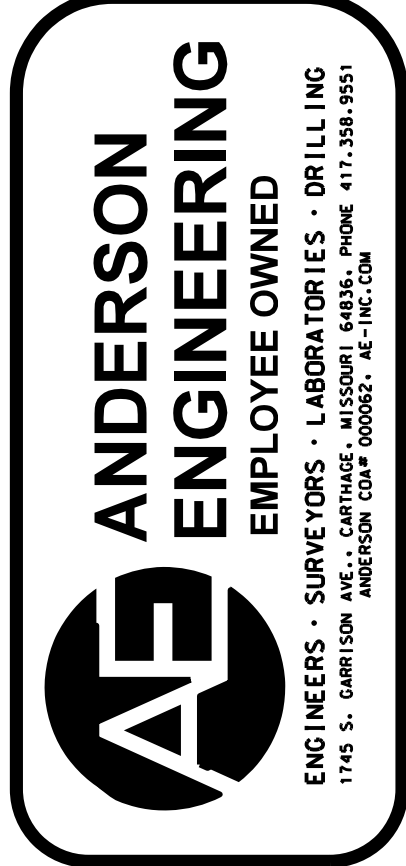
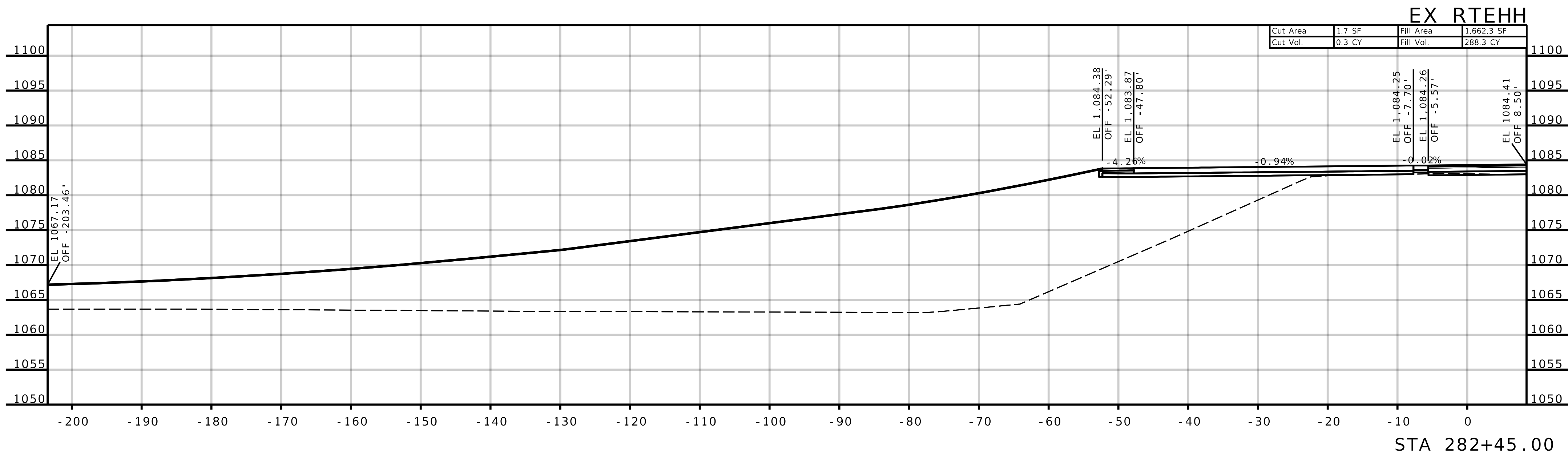
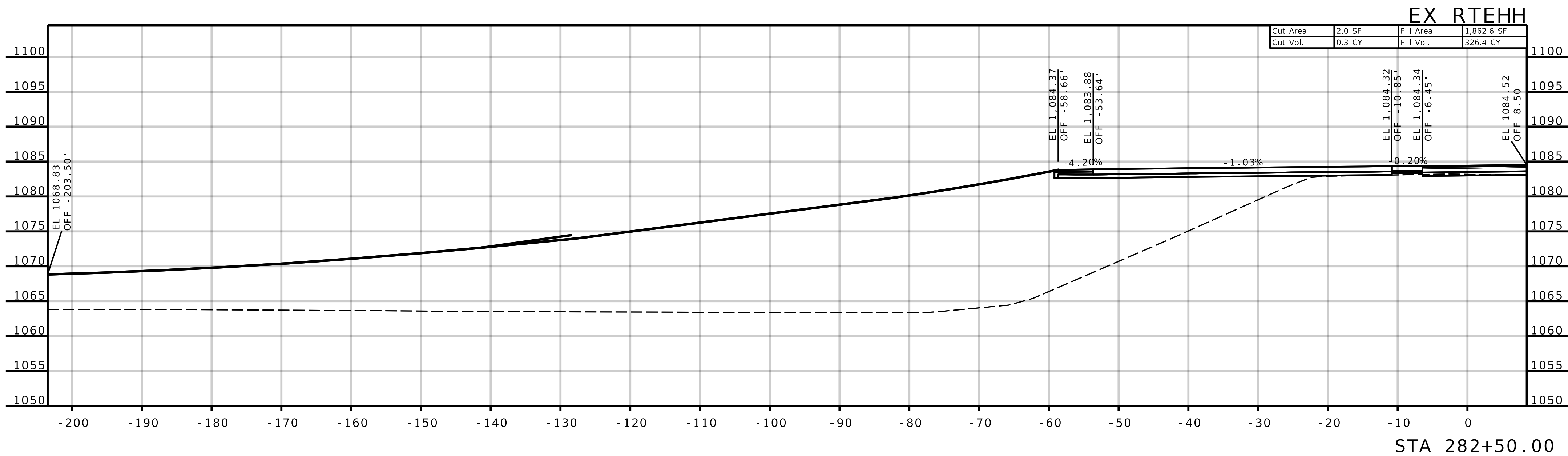
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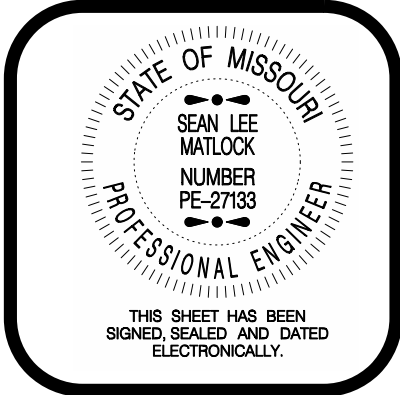
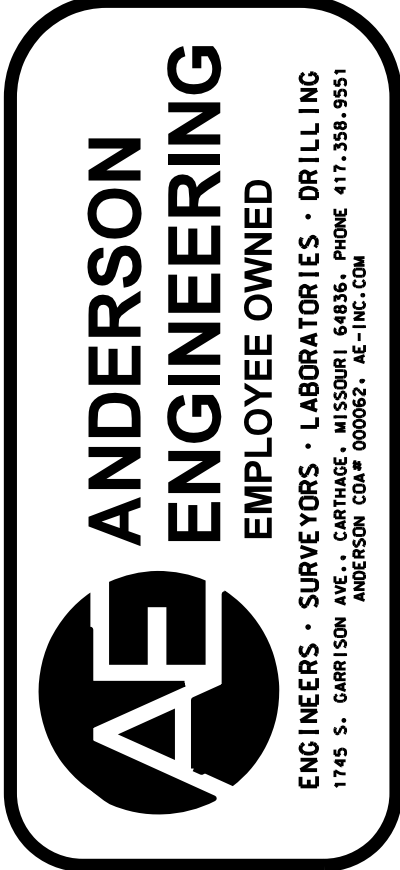
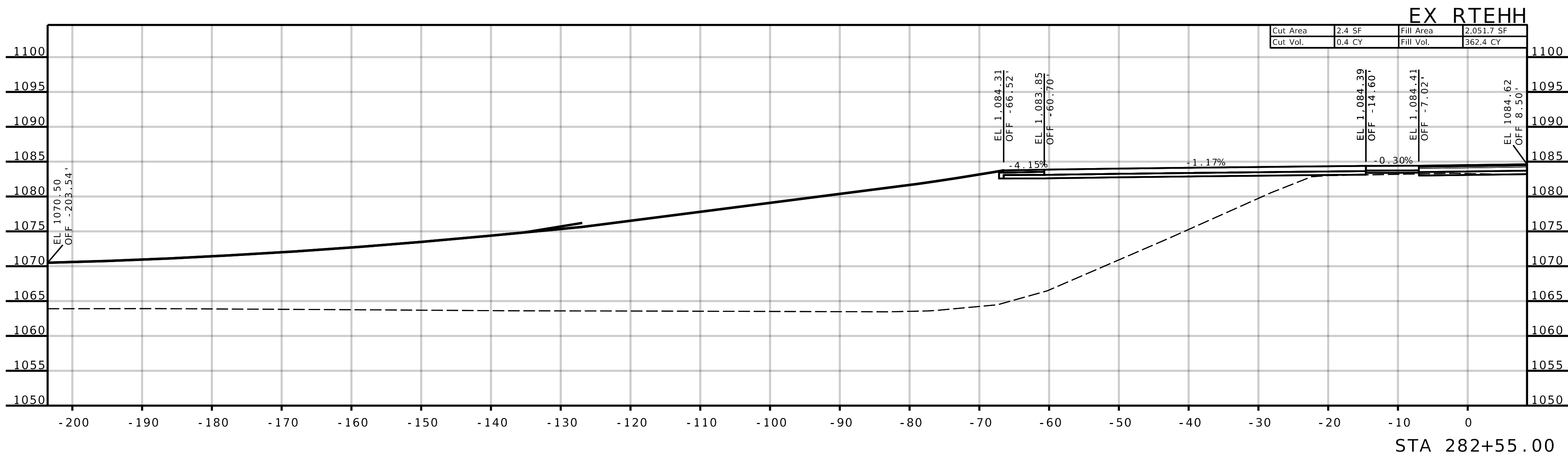
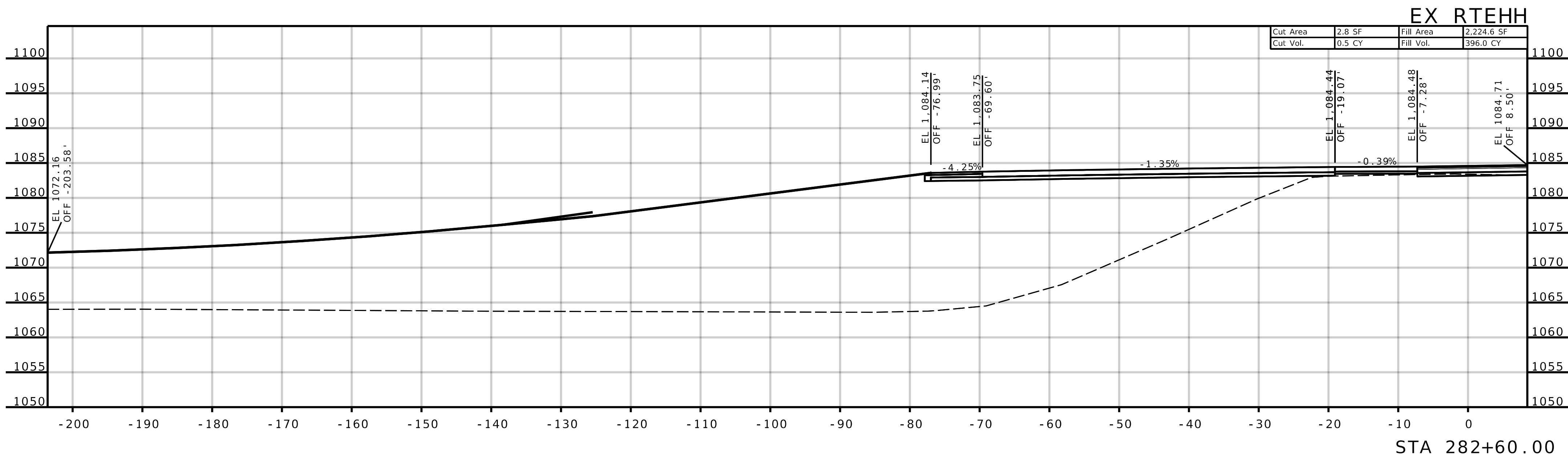
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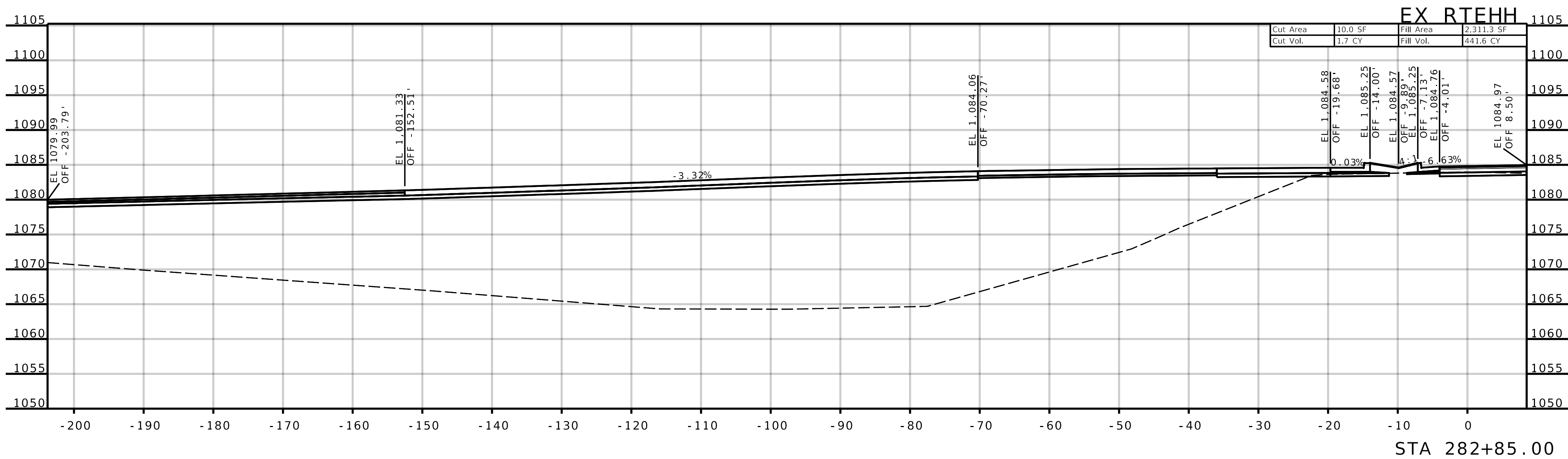
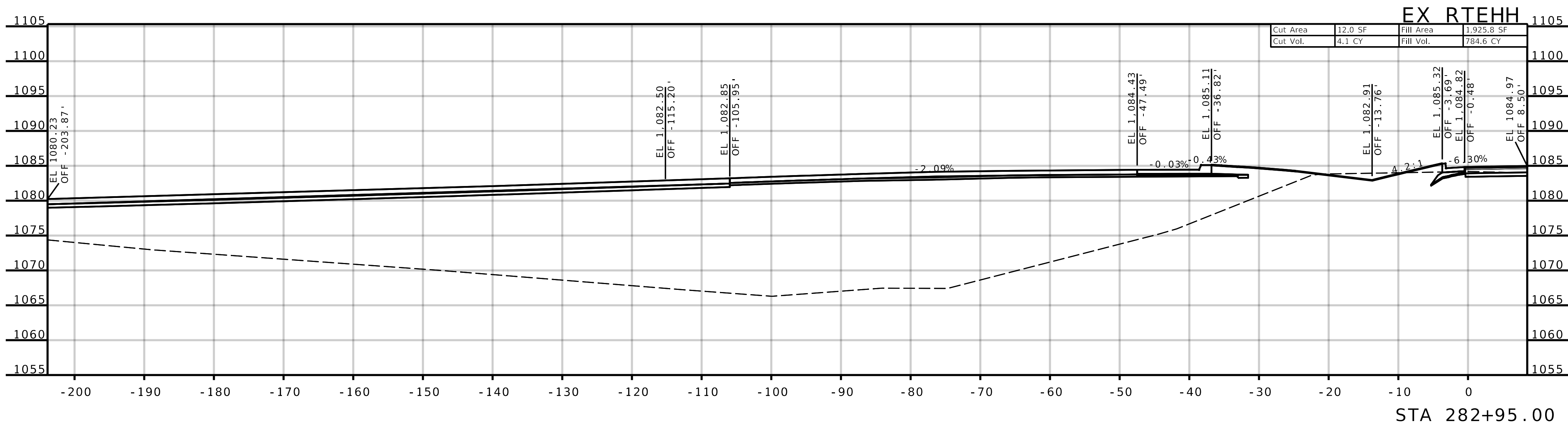
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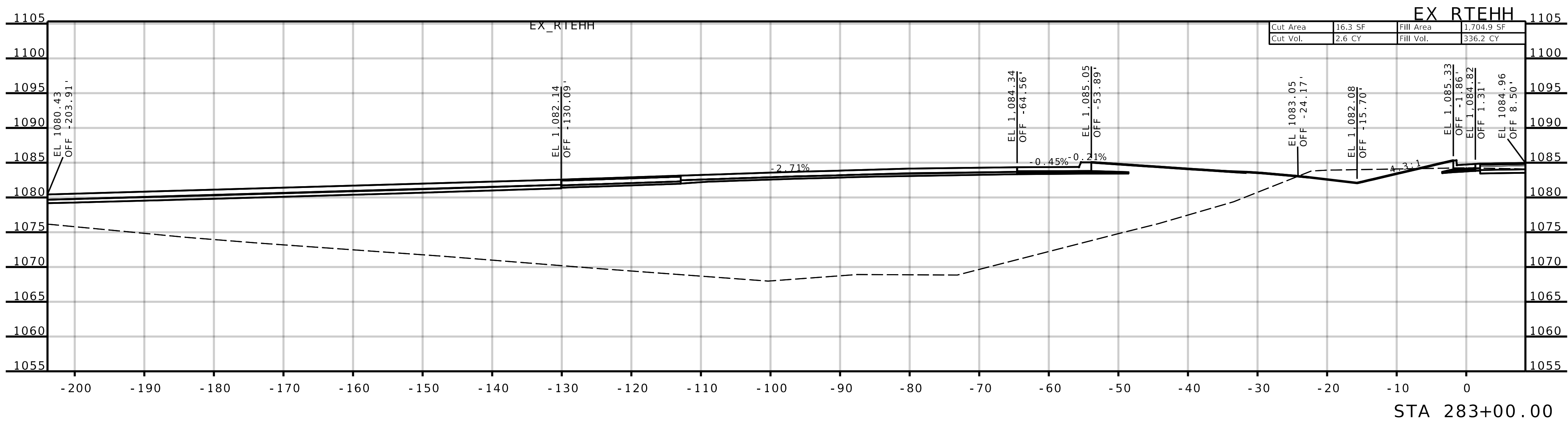
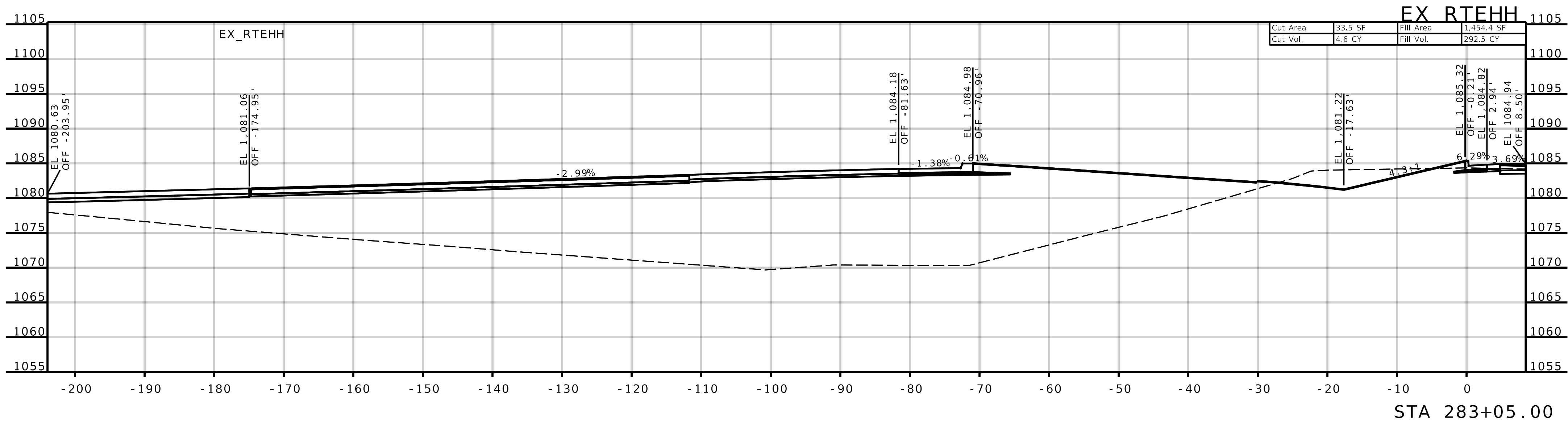
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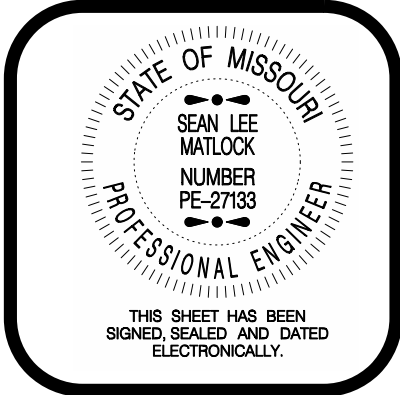
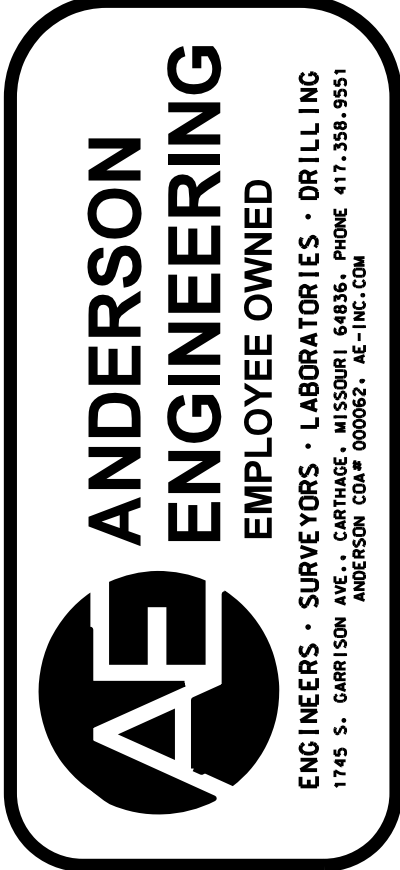
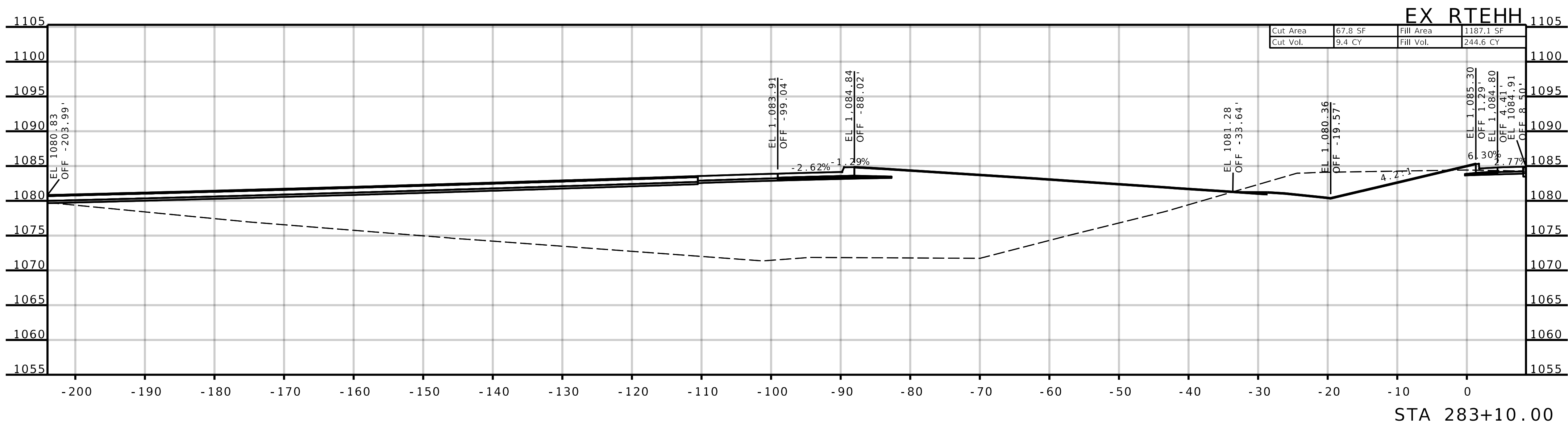
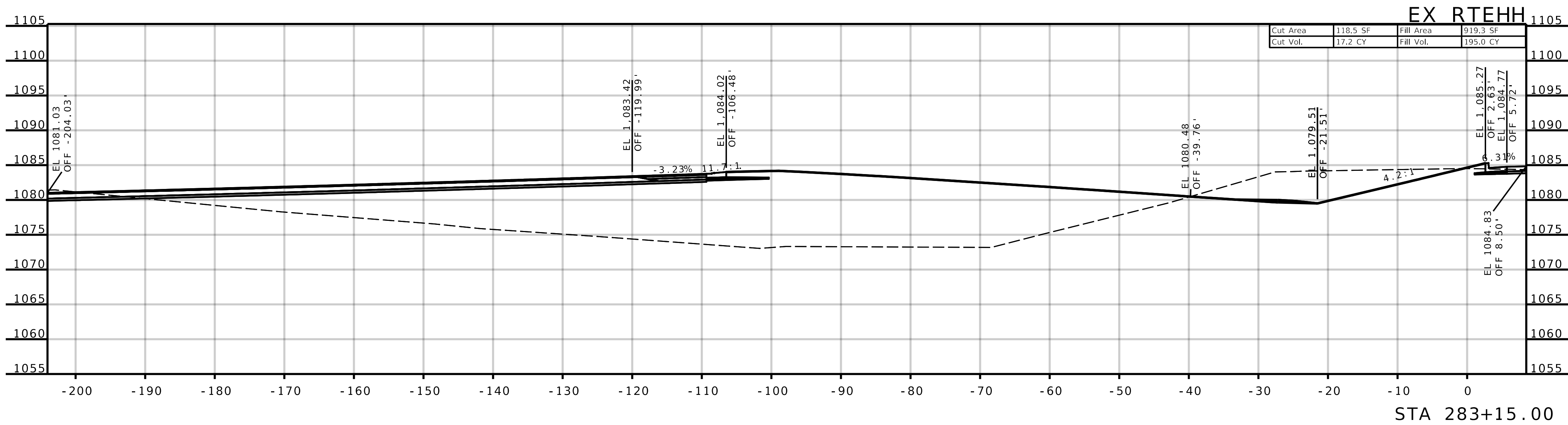
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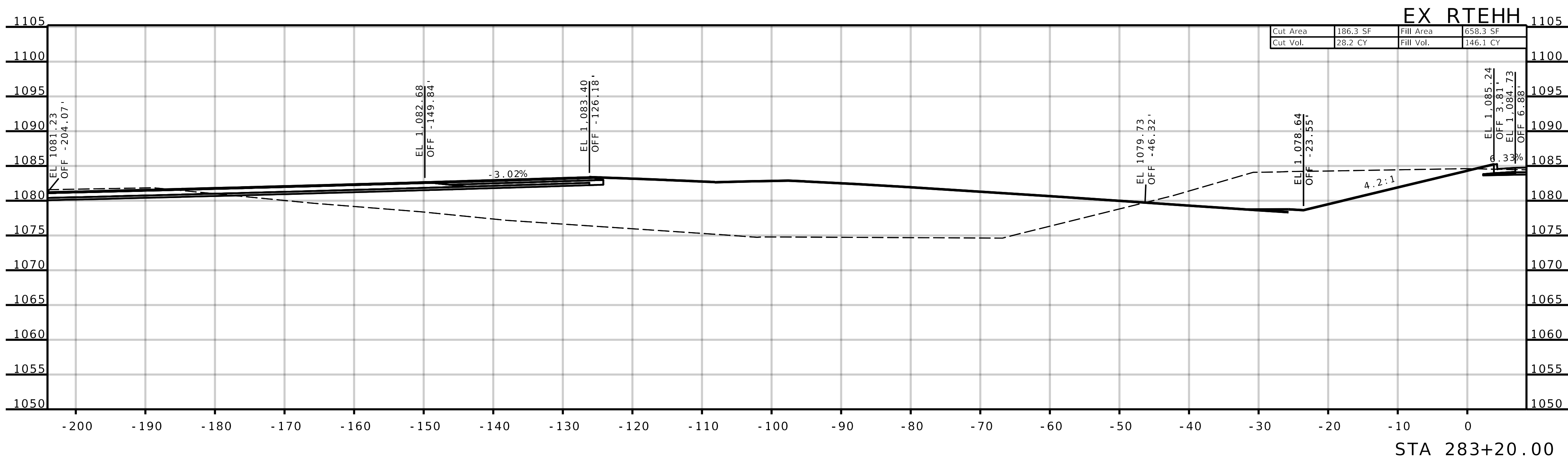
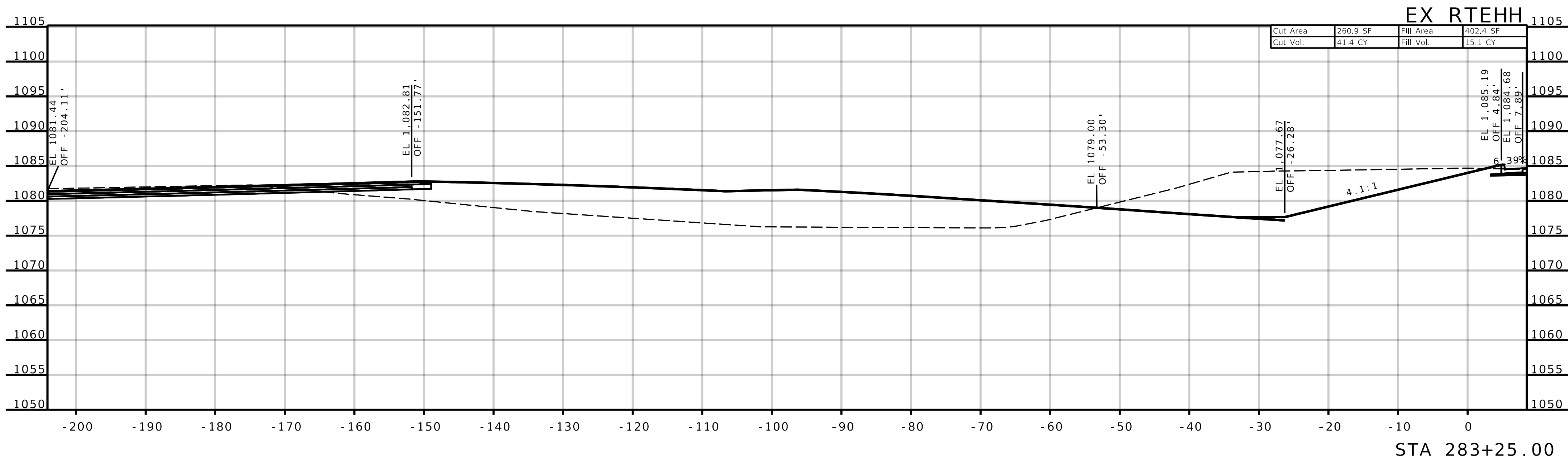
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ROUTE HH (NORTH SIDE)

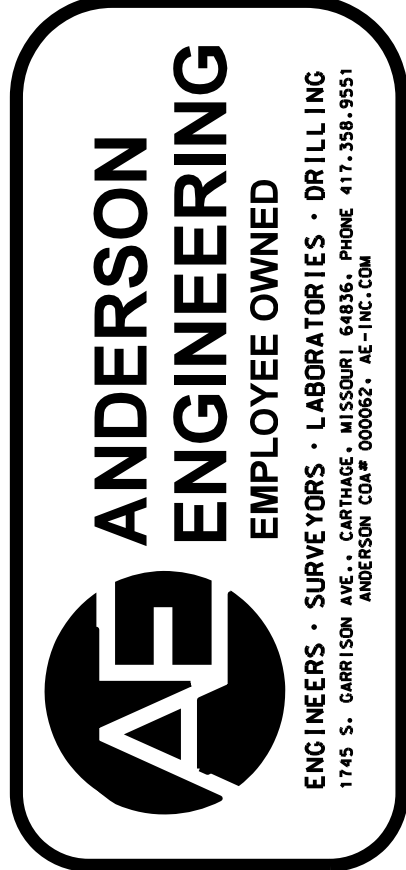
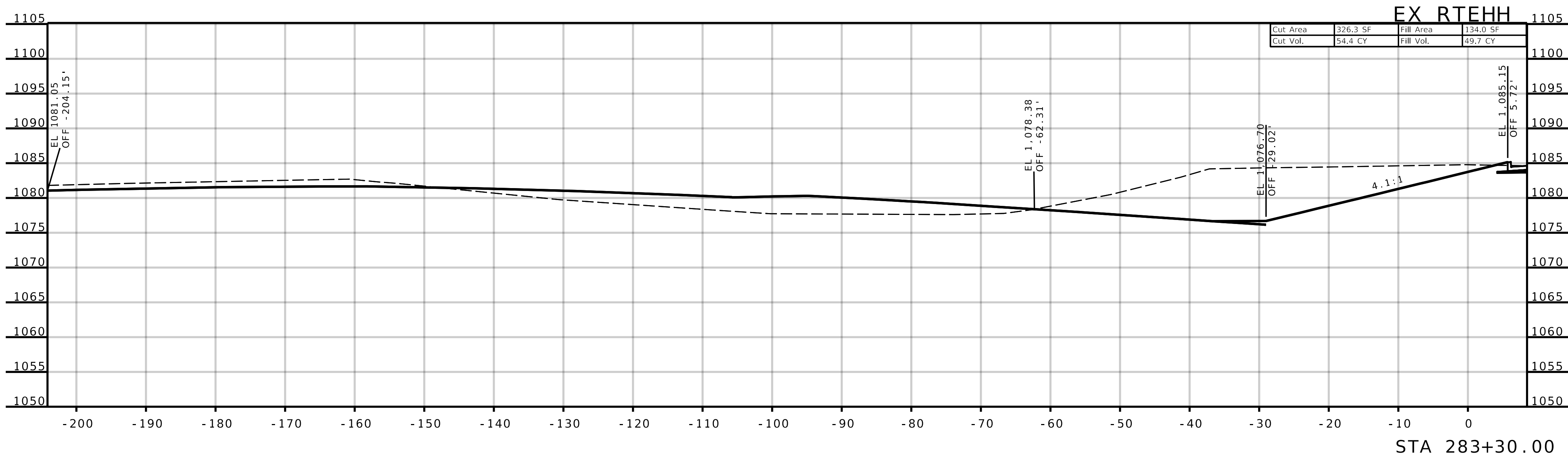
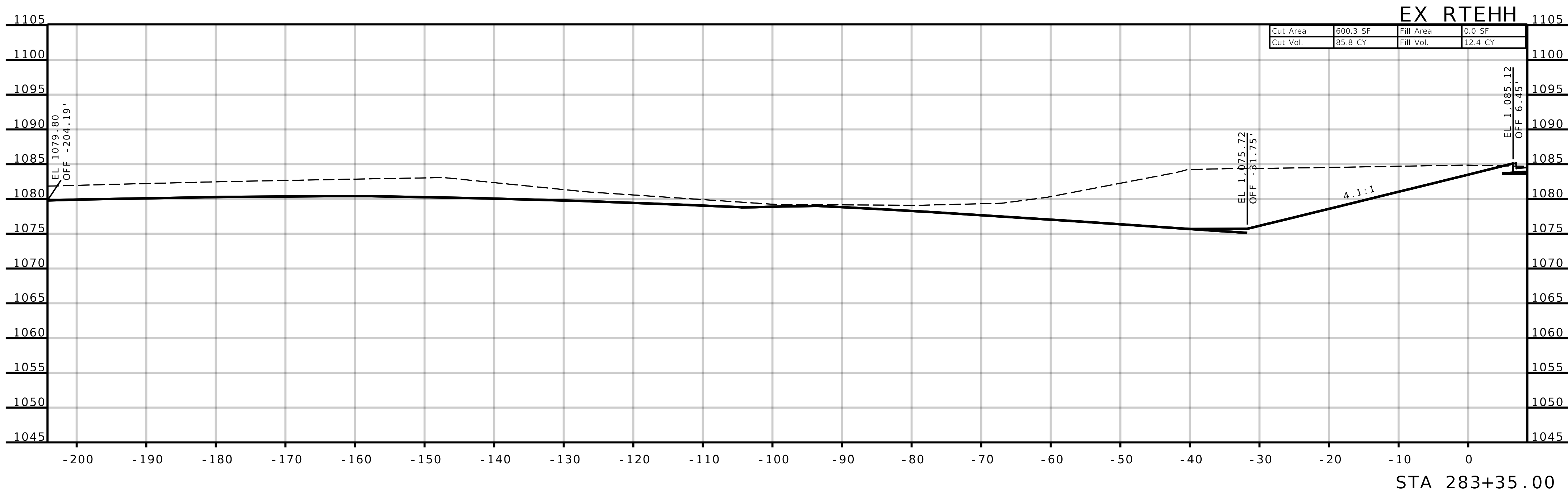
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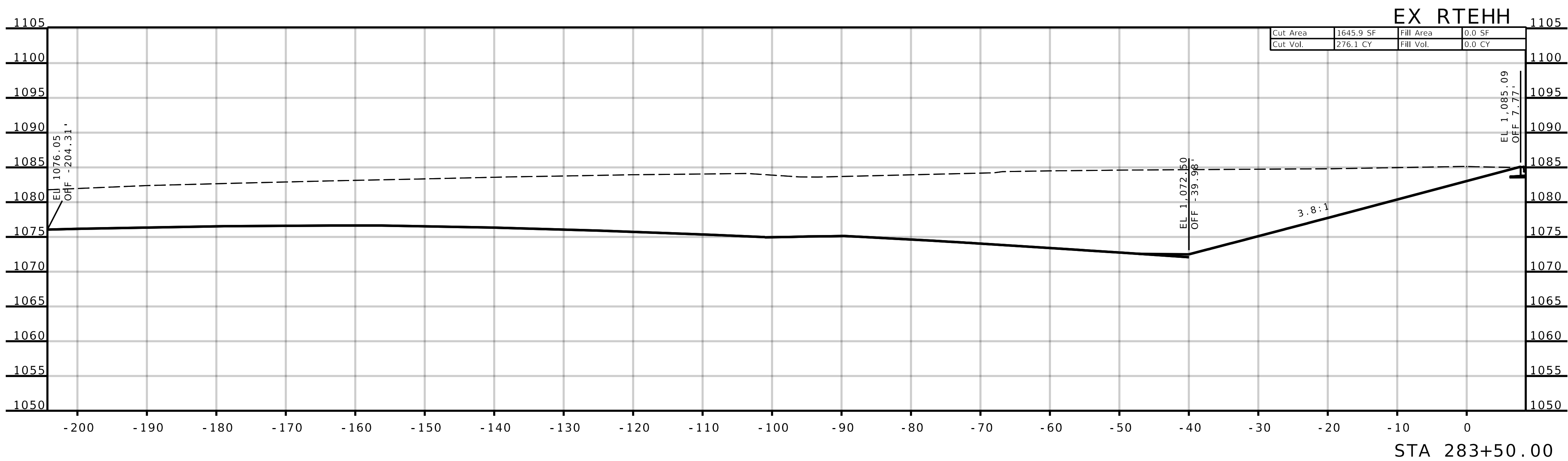
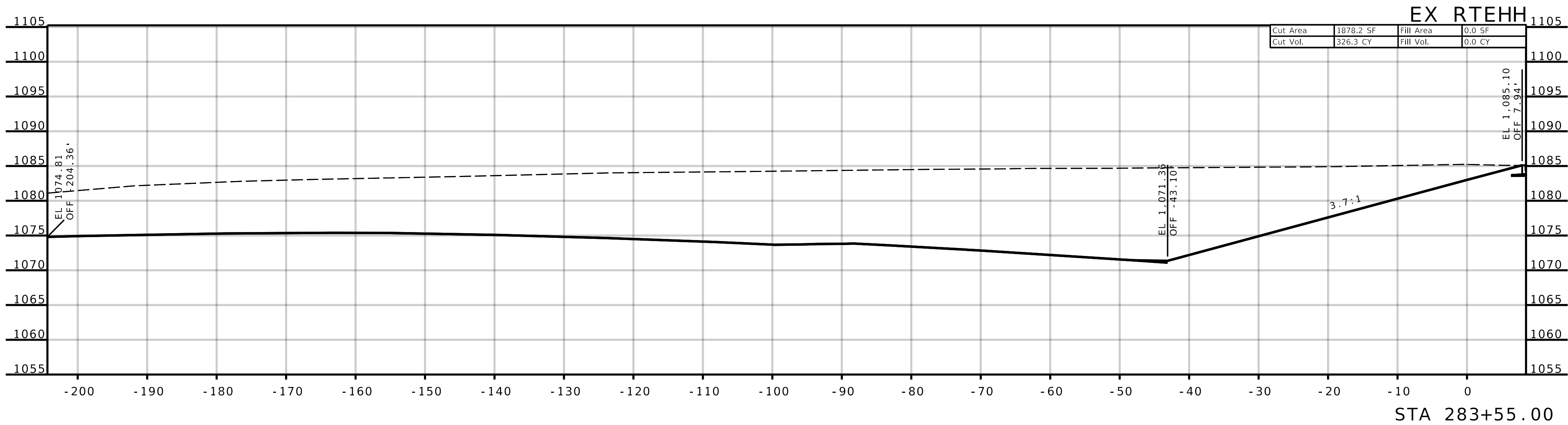
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JASPER COUNTY, MISSOURI
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ROUTE HH (NORTH SIDE)



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SEAN LEE
MATLOCK
NUMBER
PE-2783
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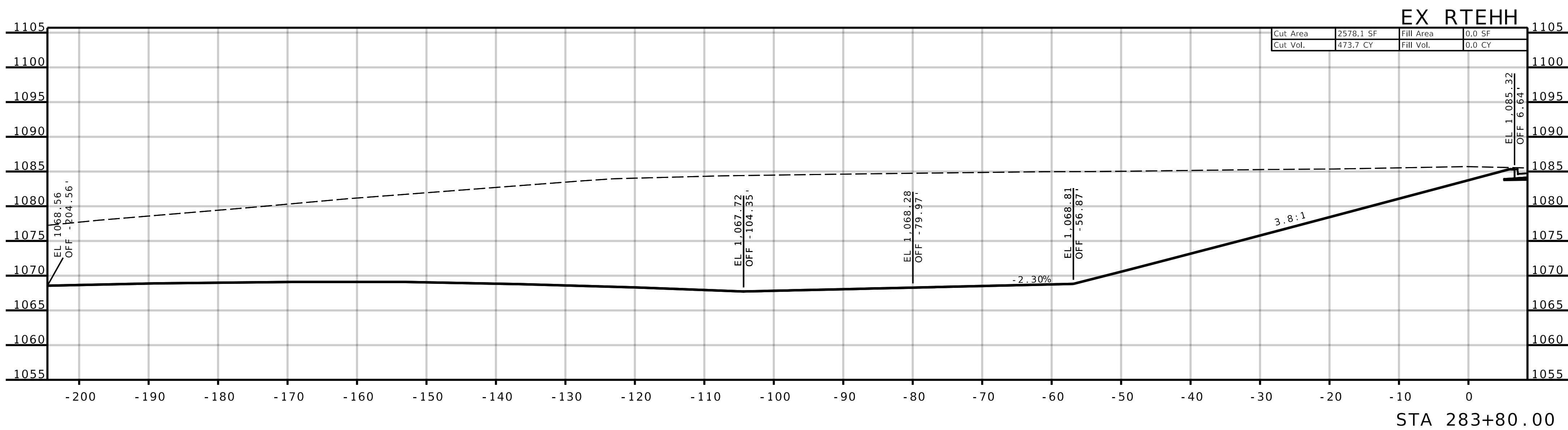
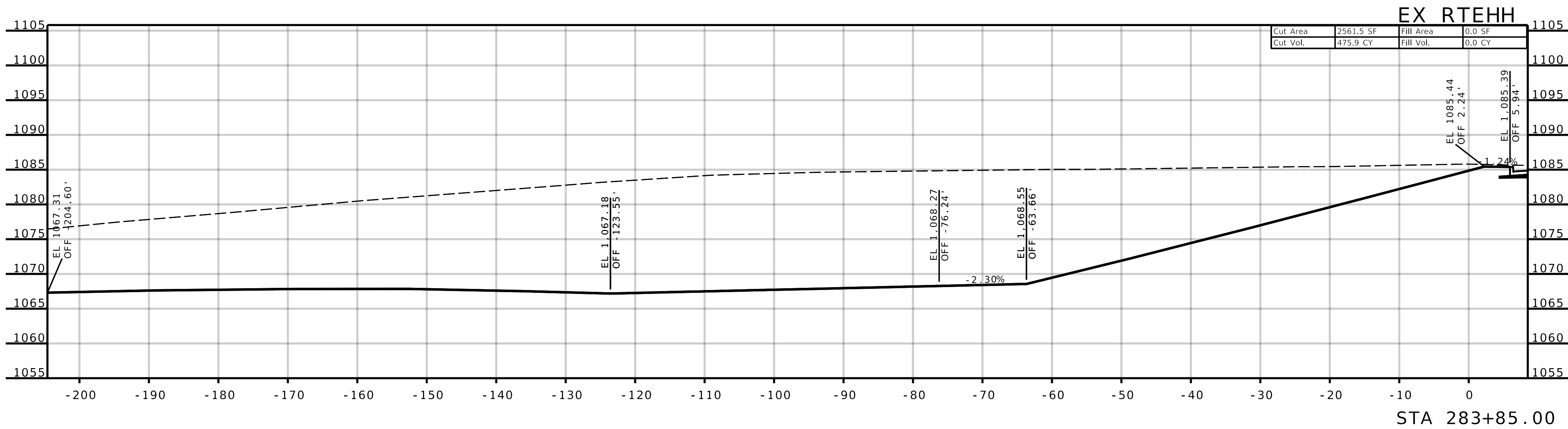
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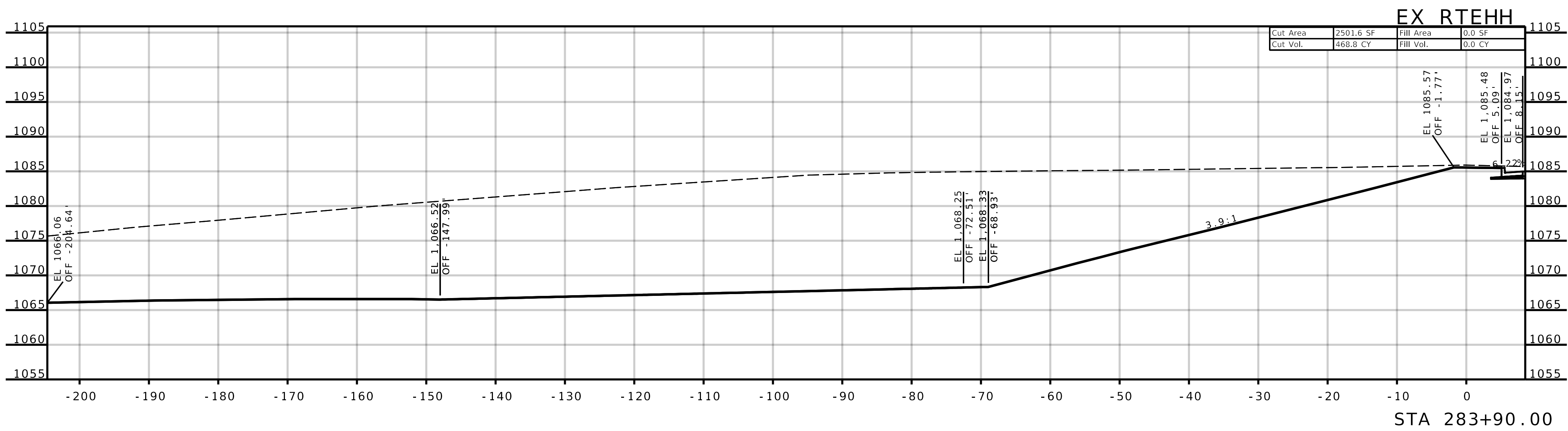
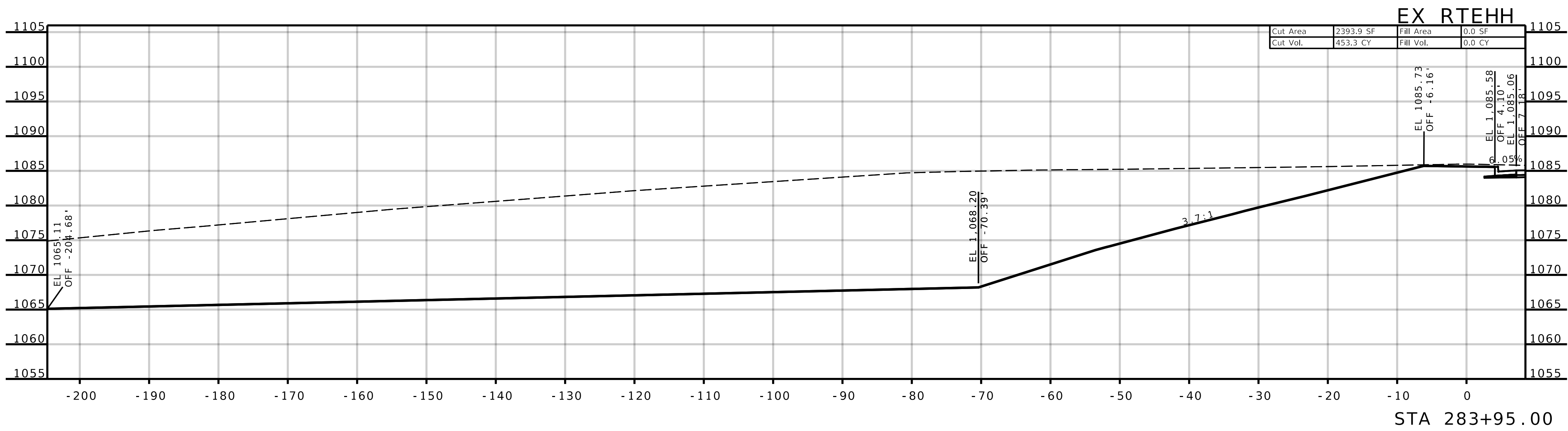
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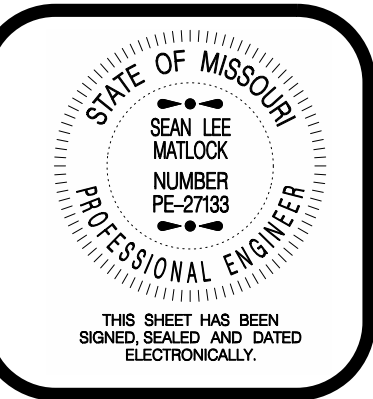
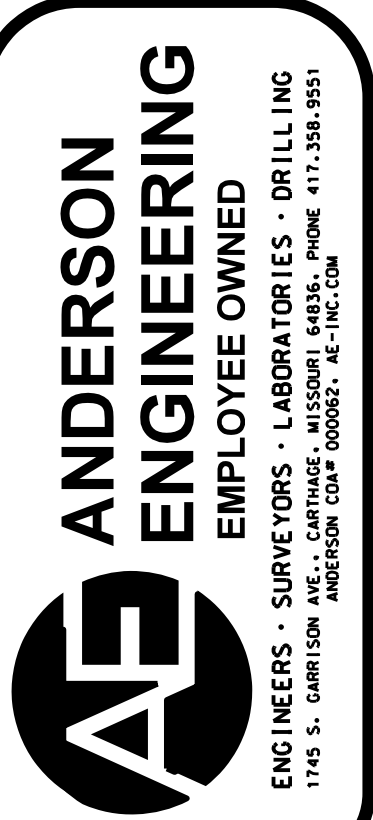
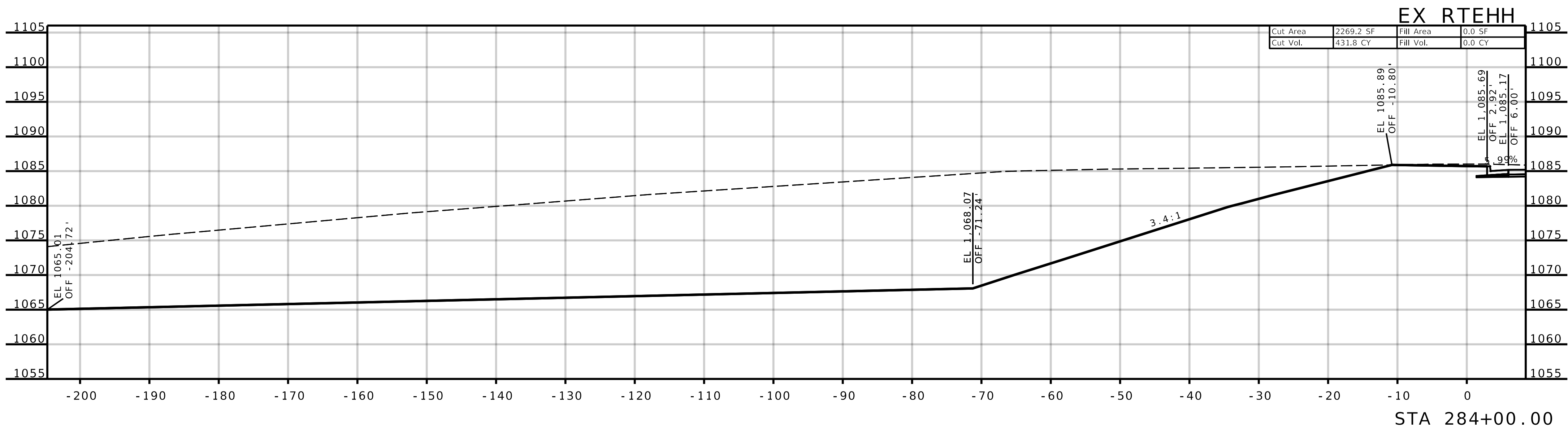
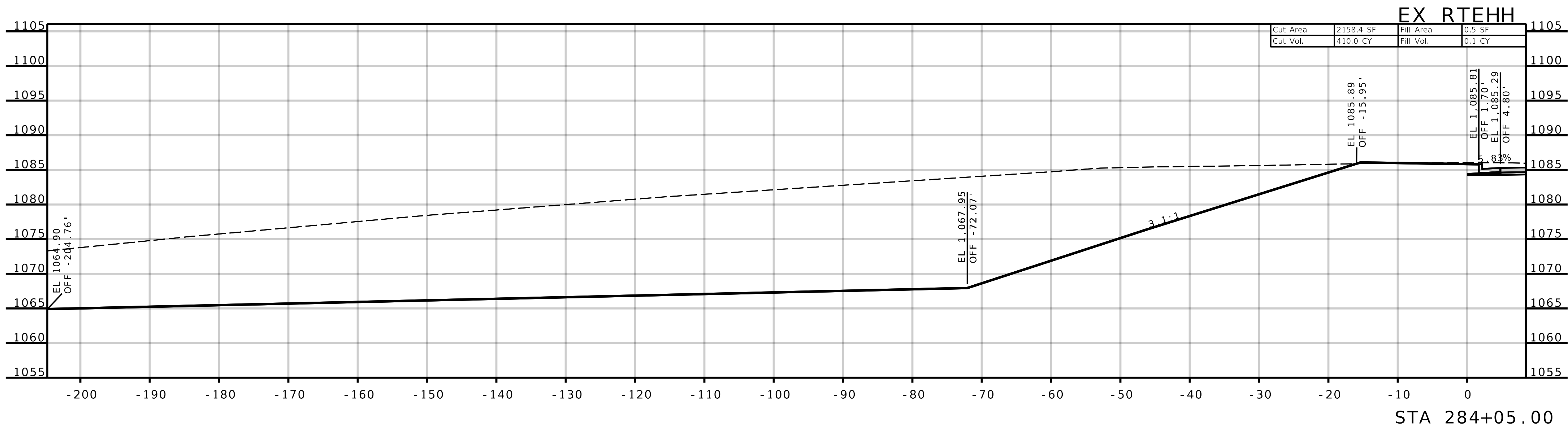
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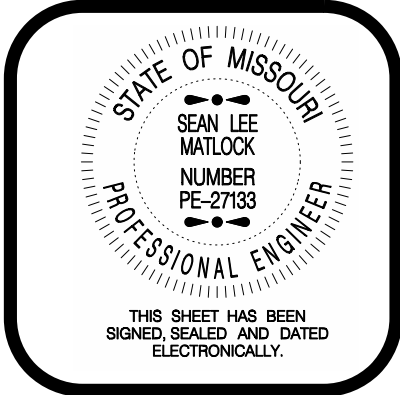
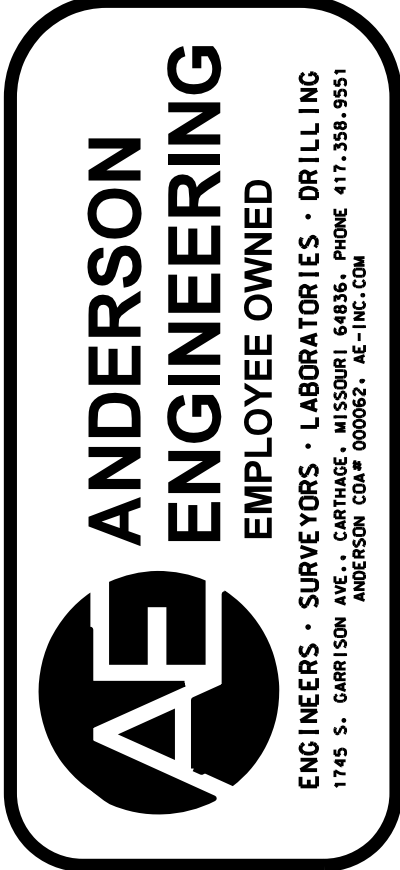
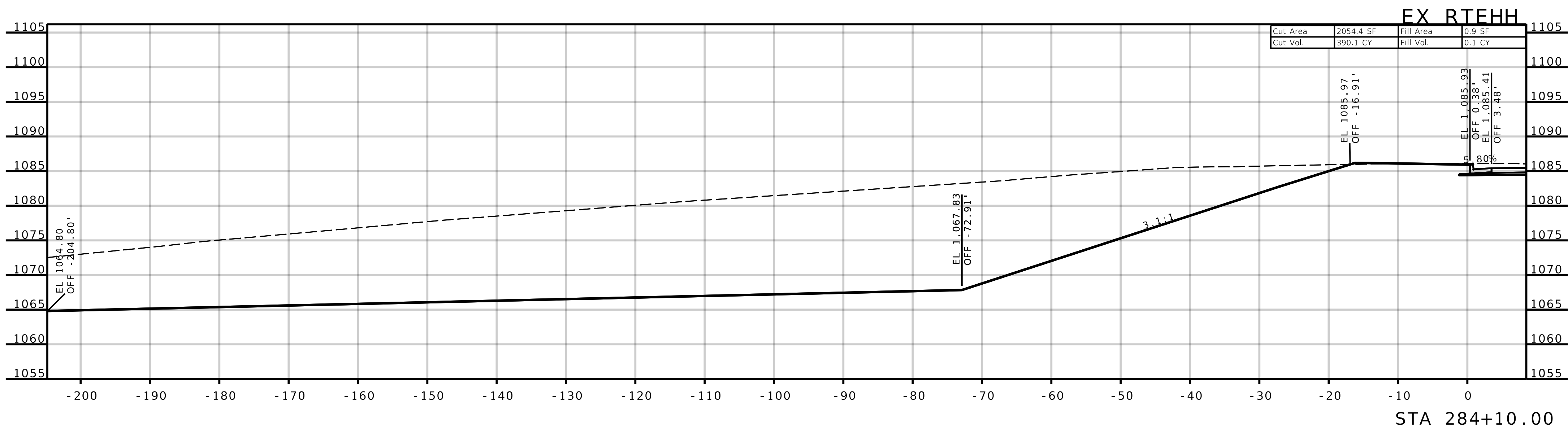
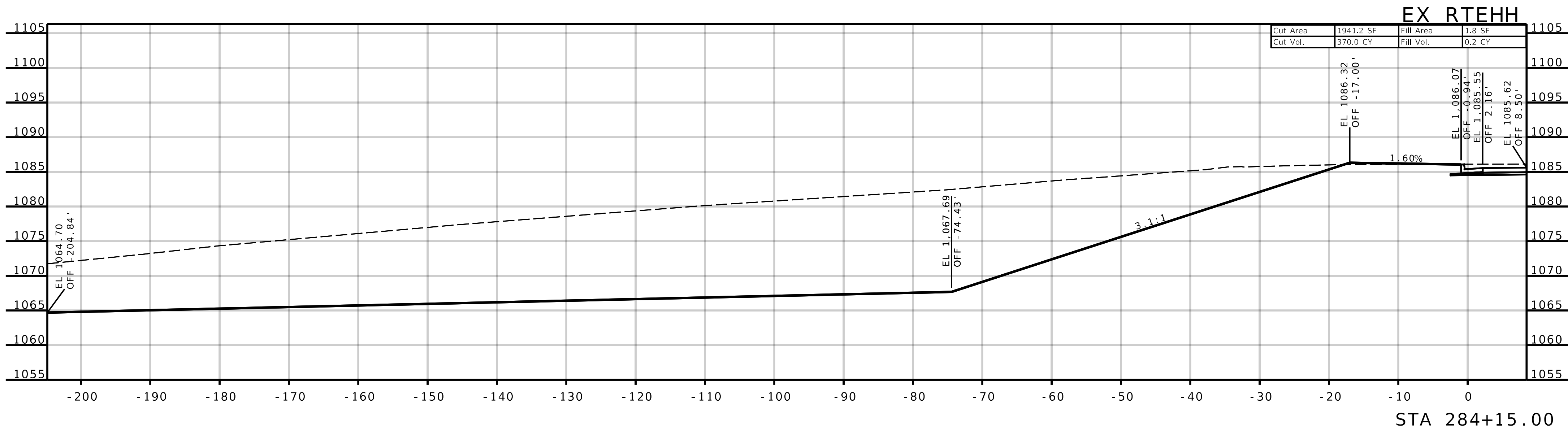
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SEC 16 & 21, T28N, R31W
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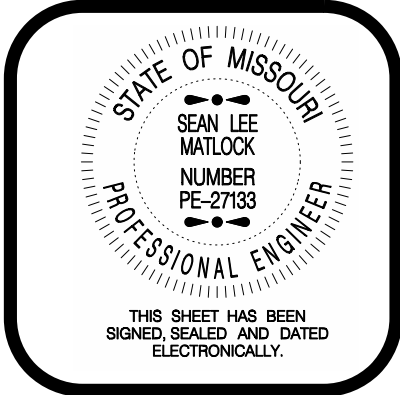
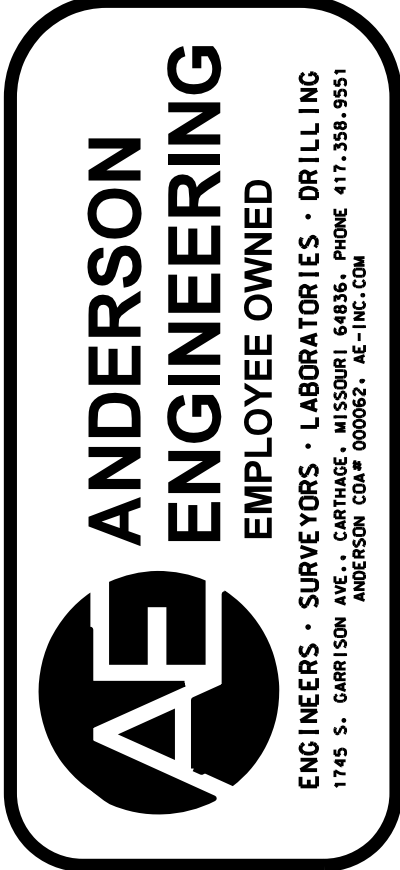
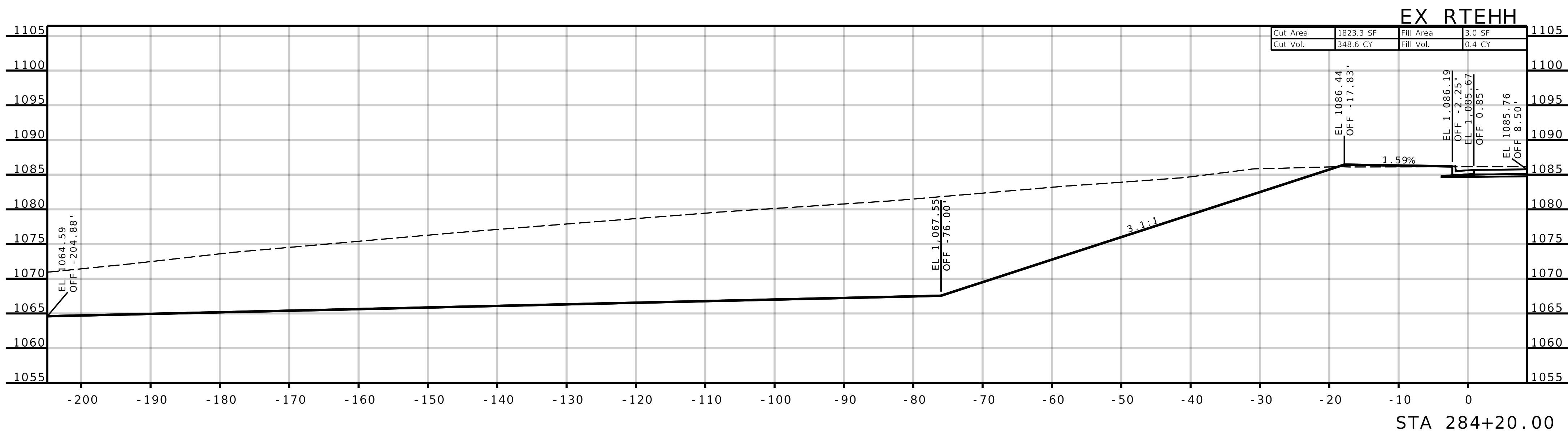
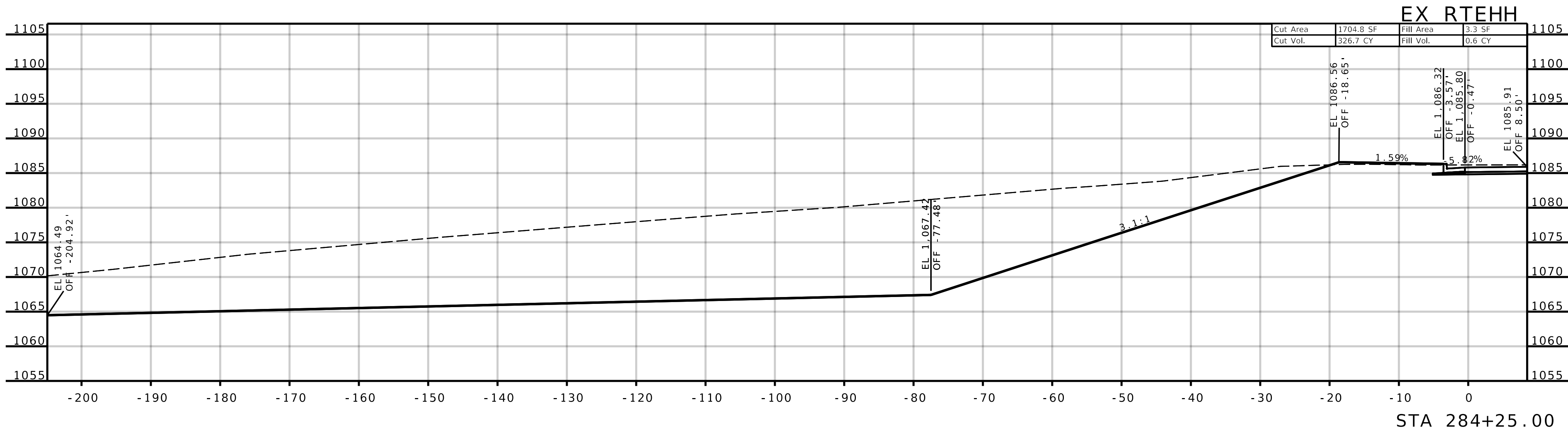
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ROUTE HH (NORTH SIDE)

SHEET NUMBER

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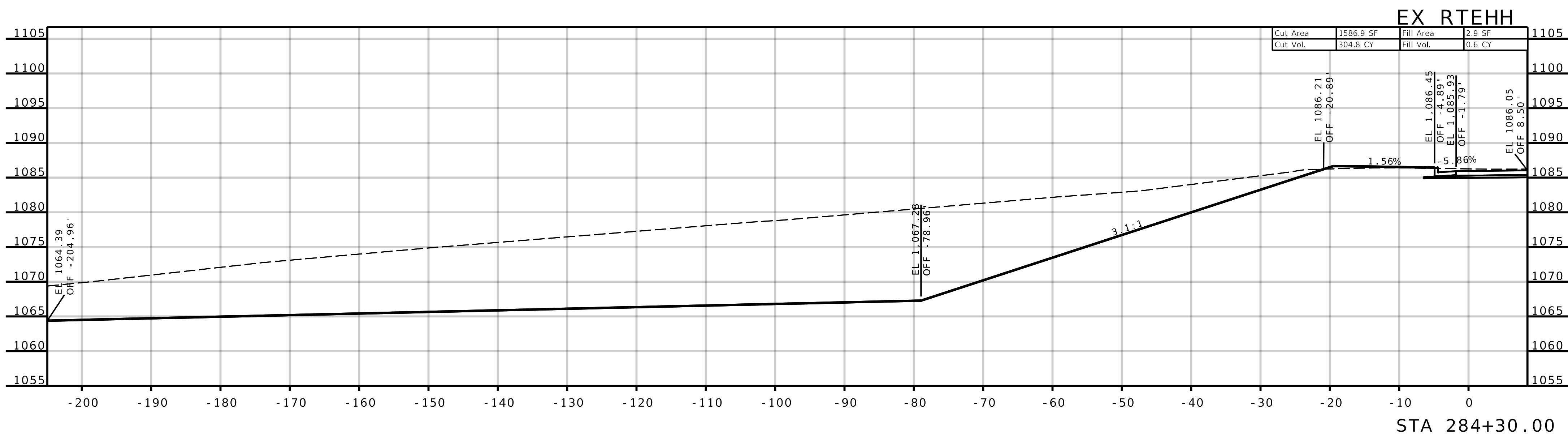
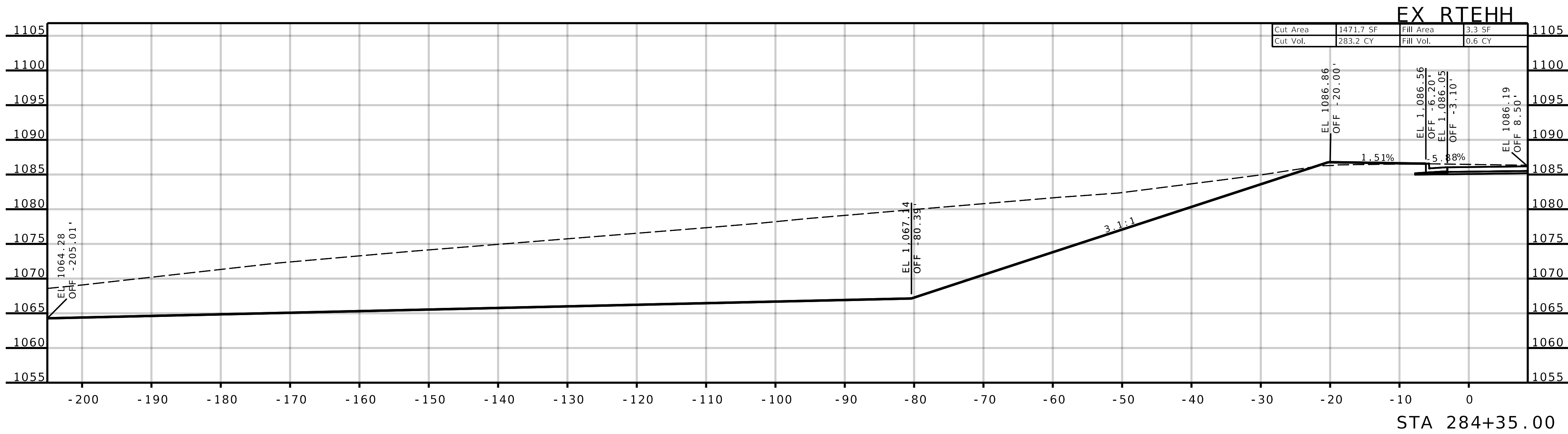
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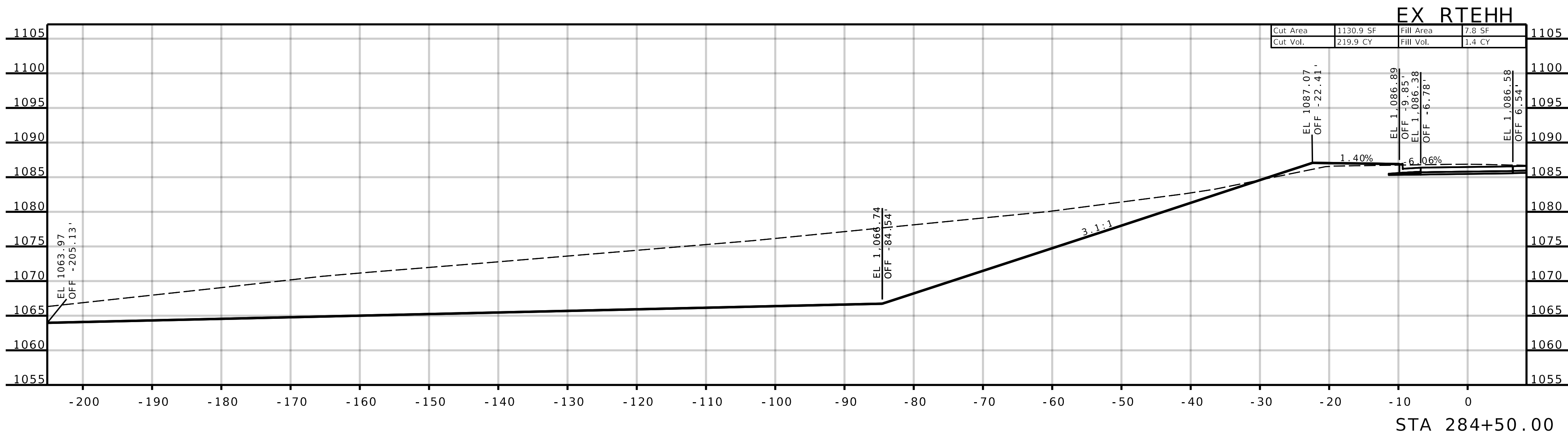
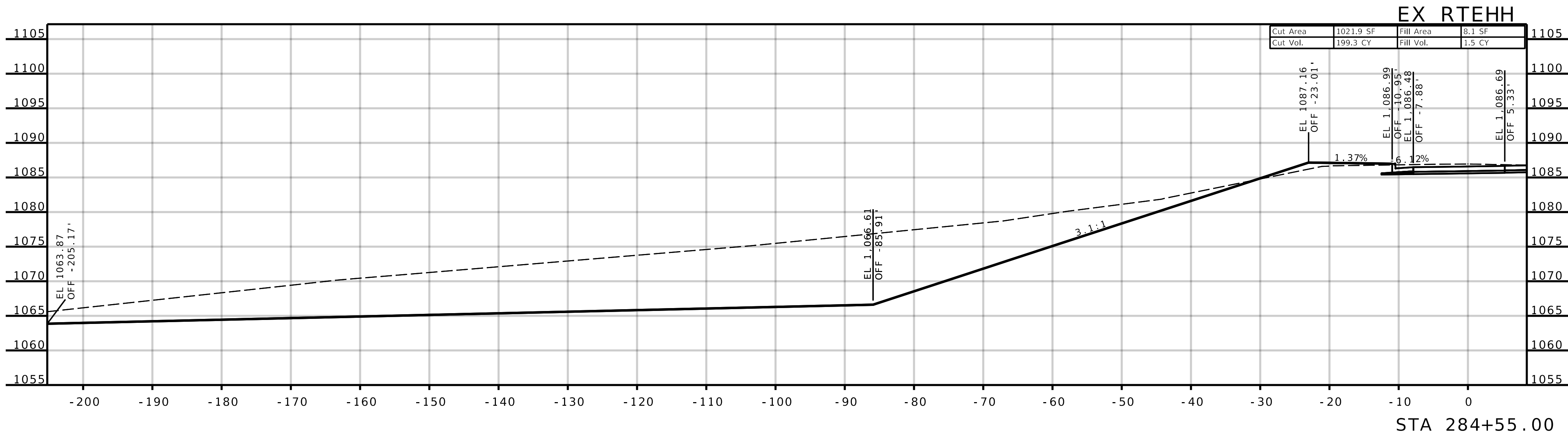
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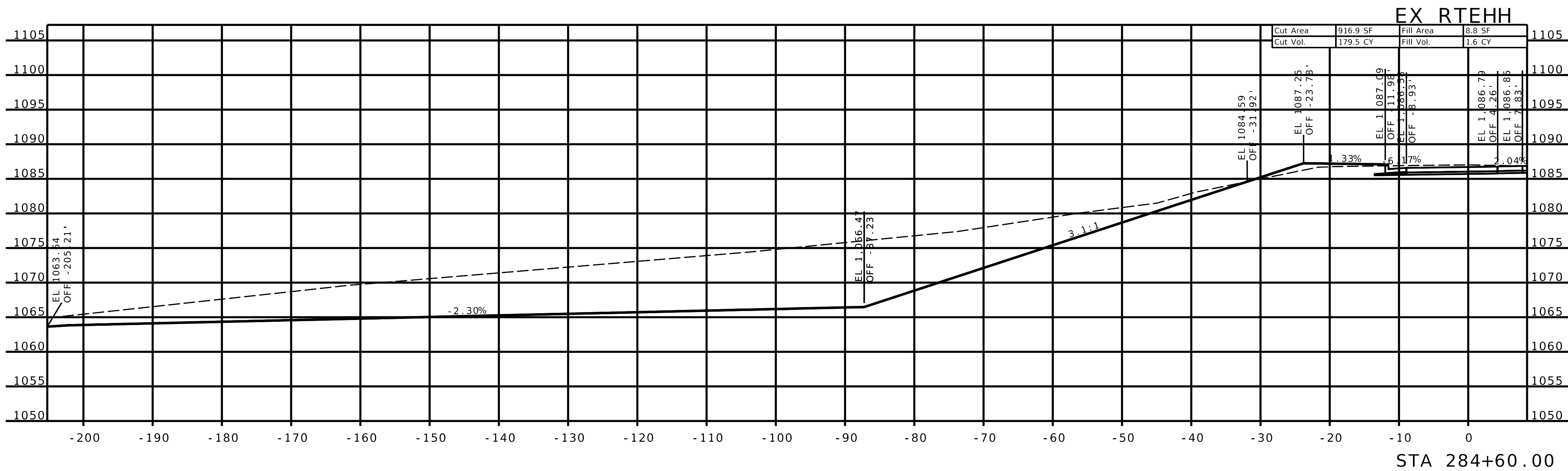
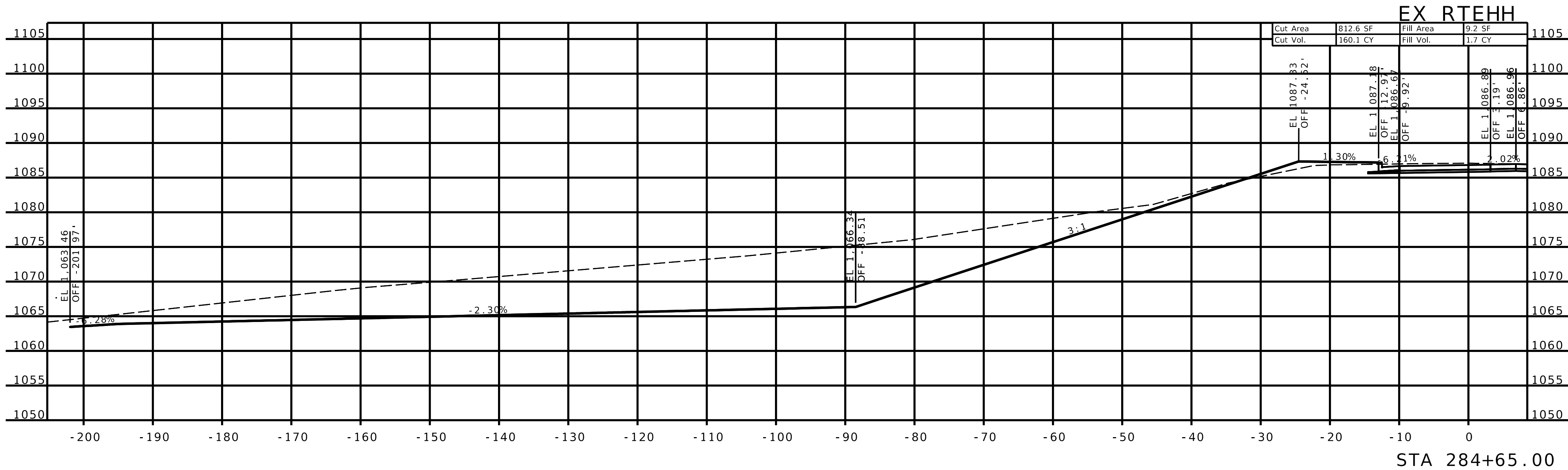
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ROUTE HH (NORTH SIDE)

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XS-047



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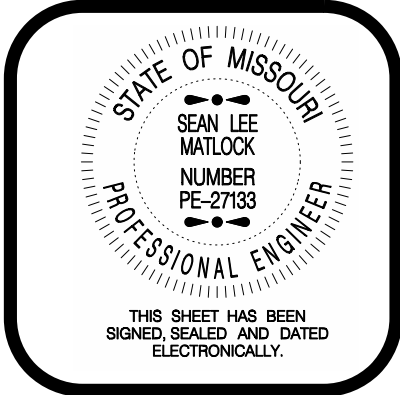
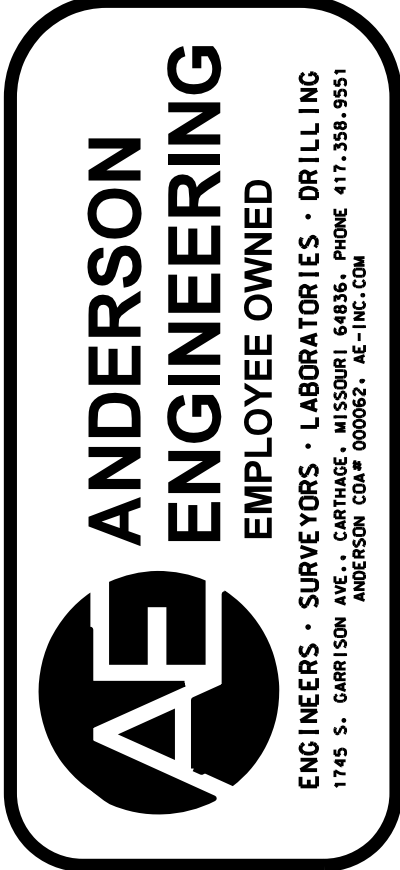
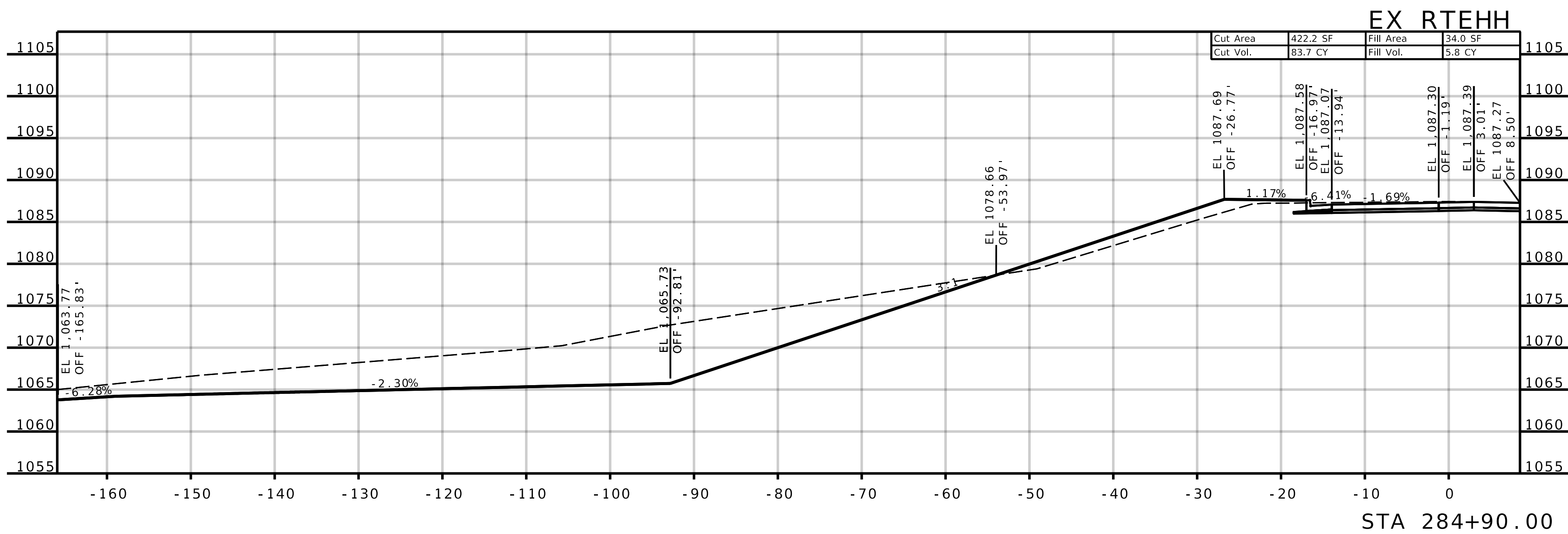
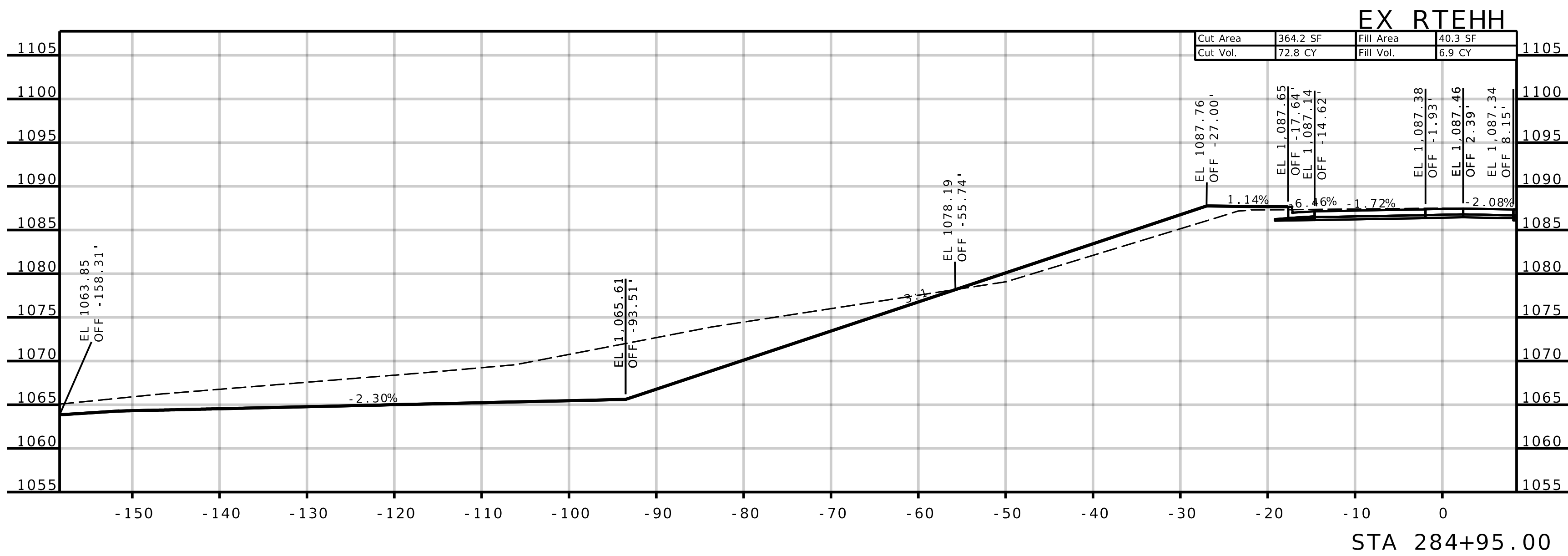
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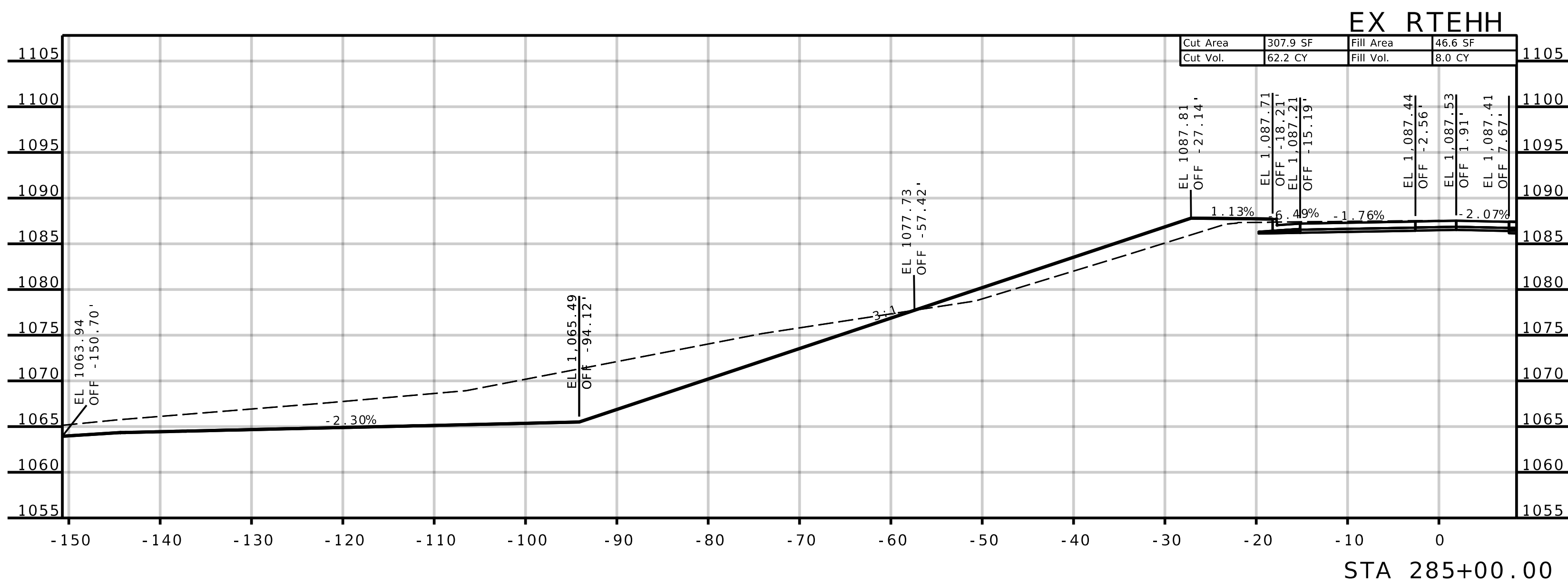
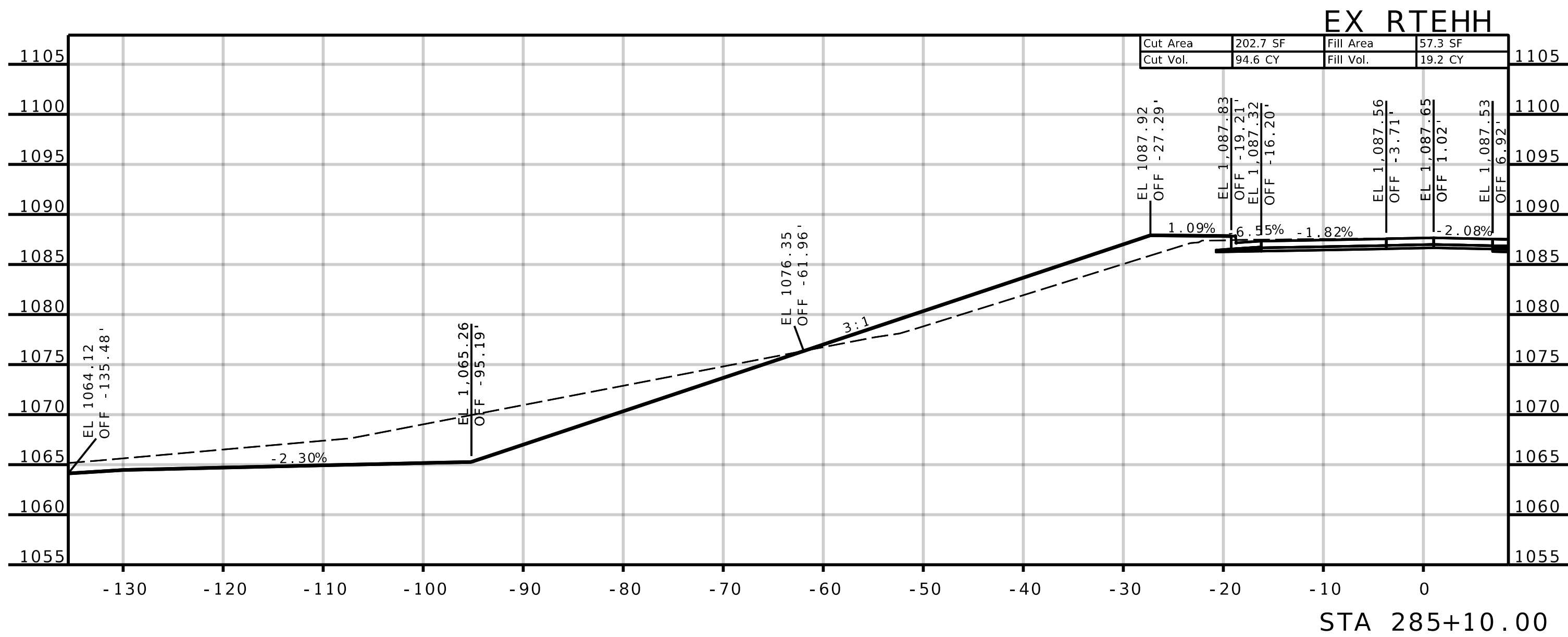
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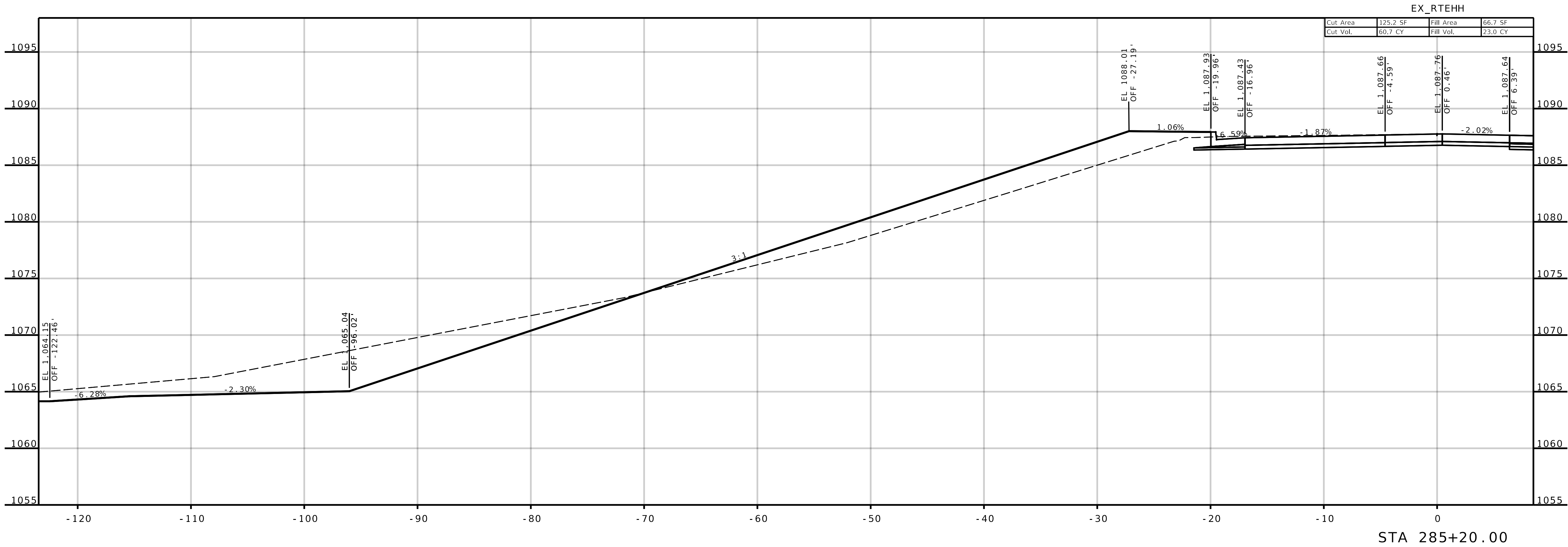
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ROUTE HH (NORTH SIDE)



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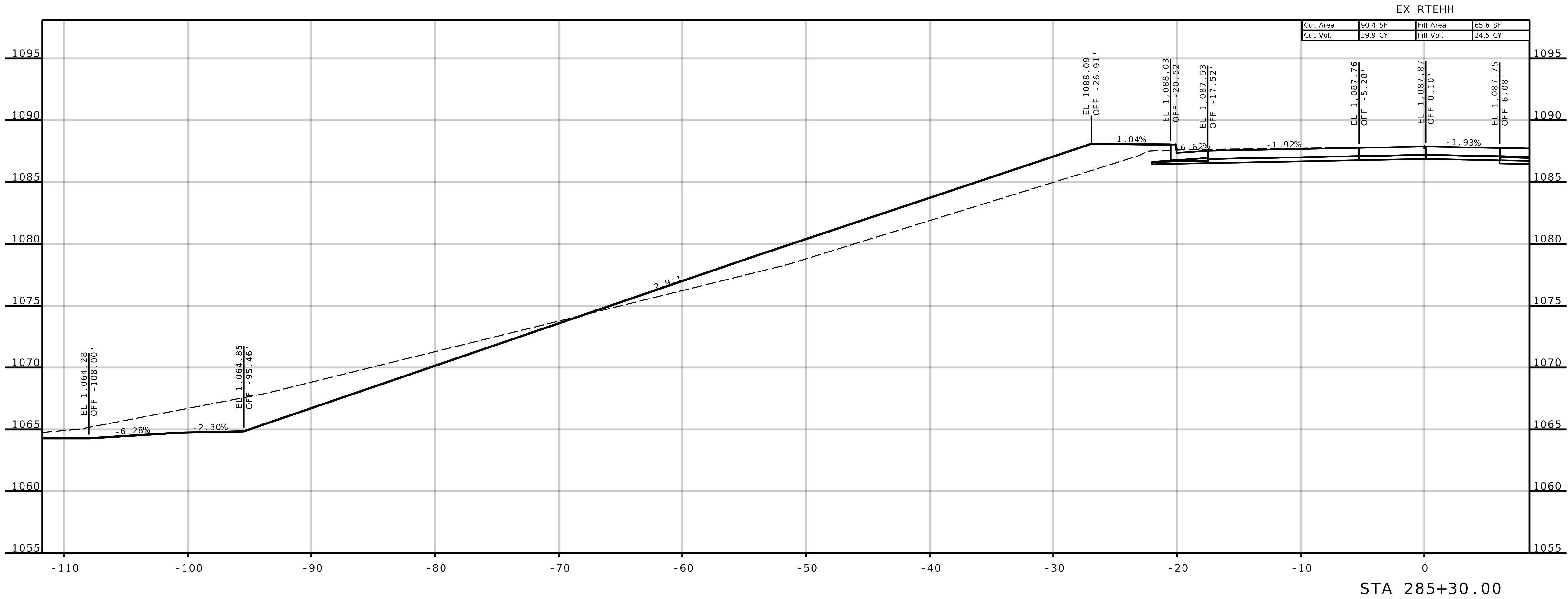
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ROUTE HH (NORTH SIDE)

SHEET NUMBER
XS-055



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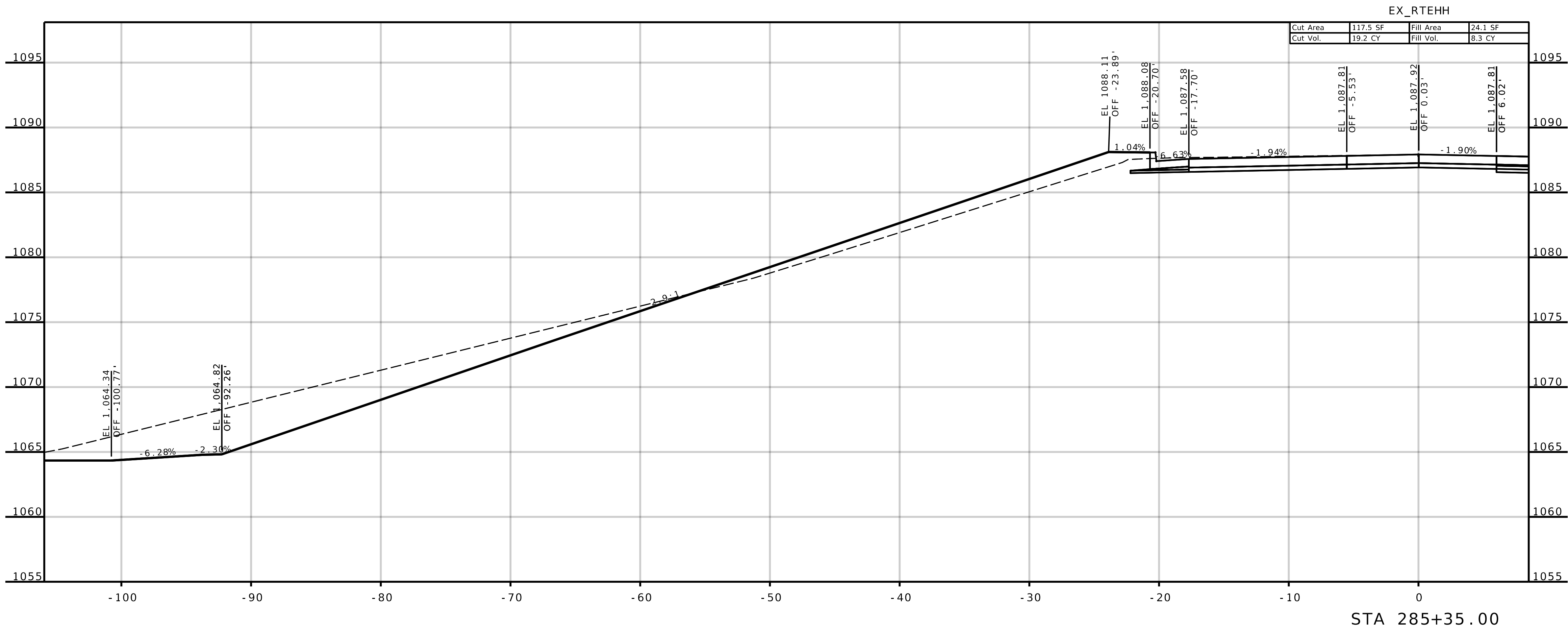
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ROUTE HH (NORTH SIDE)

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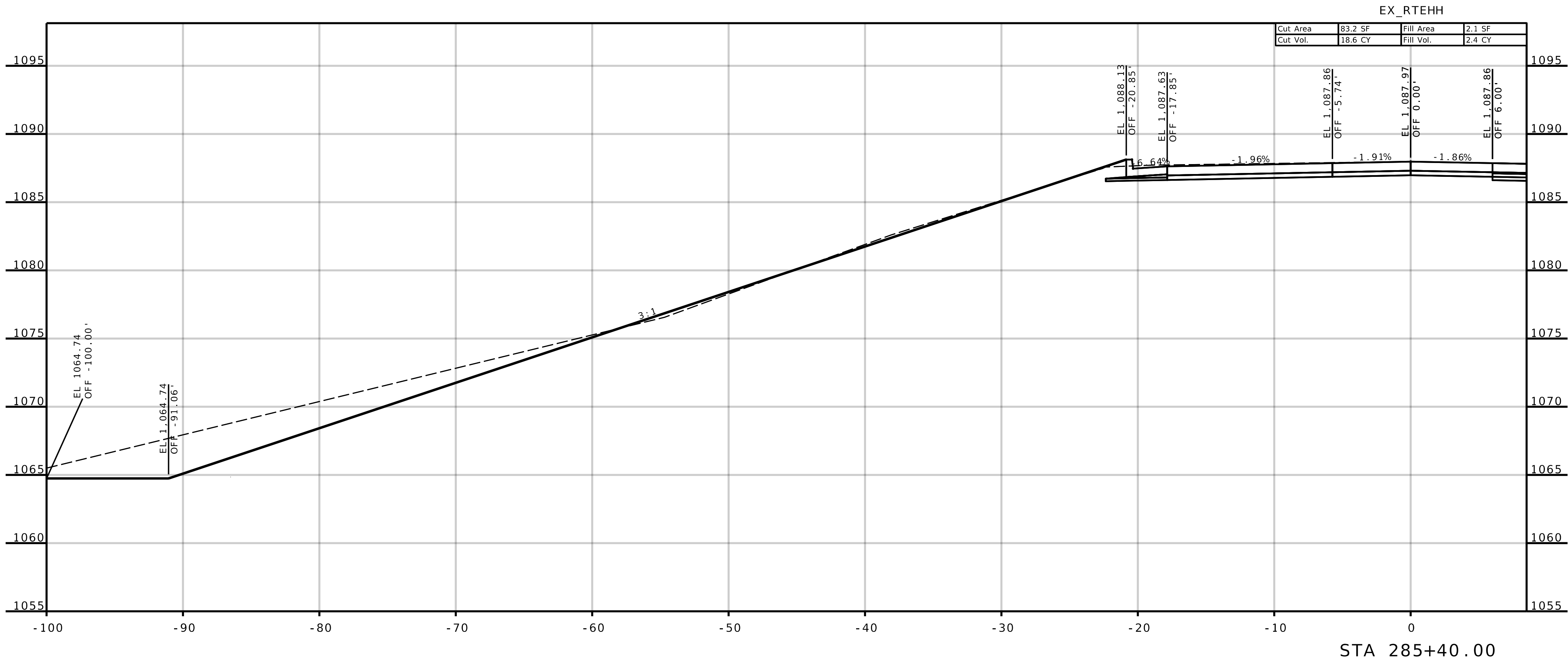
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JTS3378
CROSS-SECTIONS

SEC 16 & 21, T28N, R31W
ROUTE HH (NORTH SIDE)

SHEET NUMBER
XS-057



Cut Area	83.2 SF	Fill Area	2.1 SF
Cut Vol.	18.6 CY	Fill Vol.	2.4 CY

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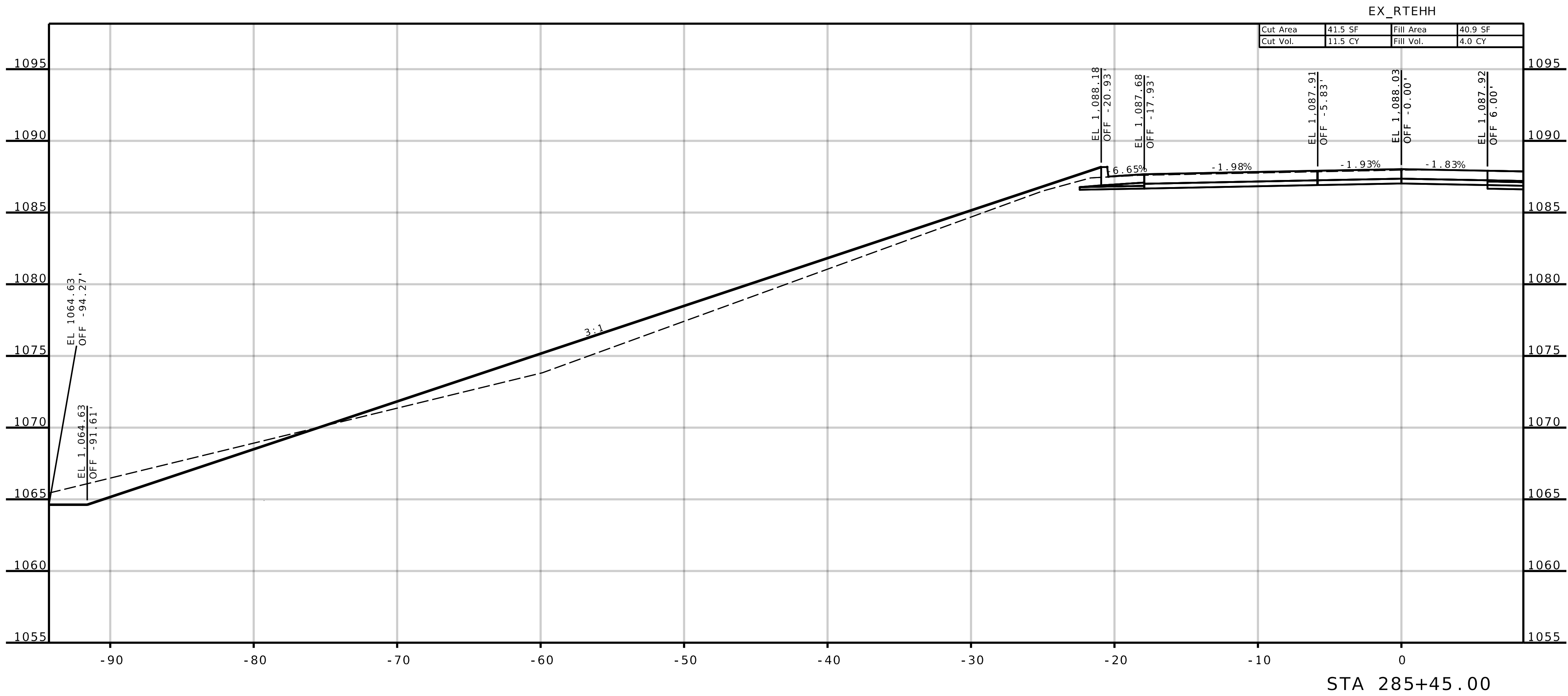
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CROSS-SECTIONS

SEC 16 & 21, T28N, R31W
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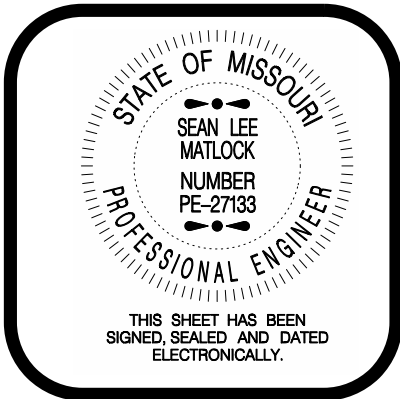
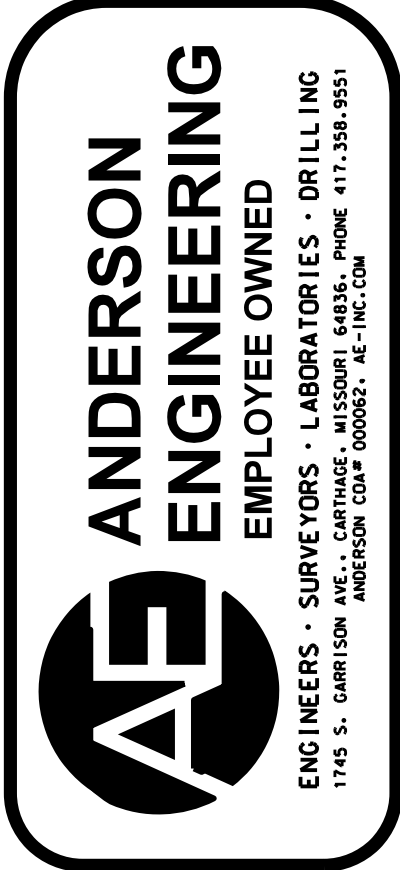
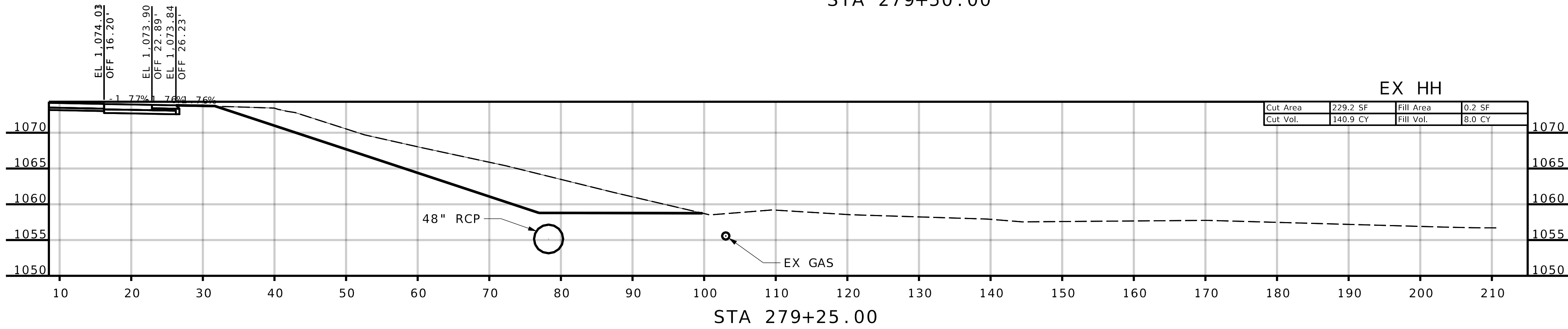
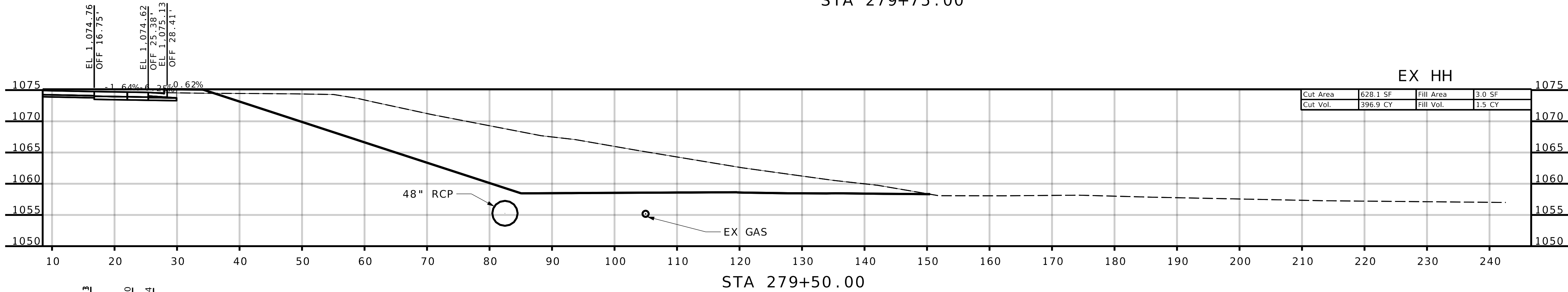
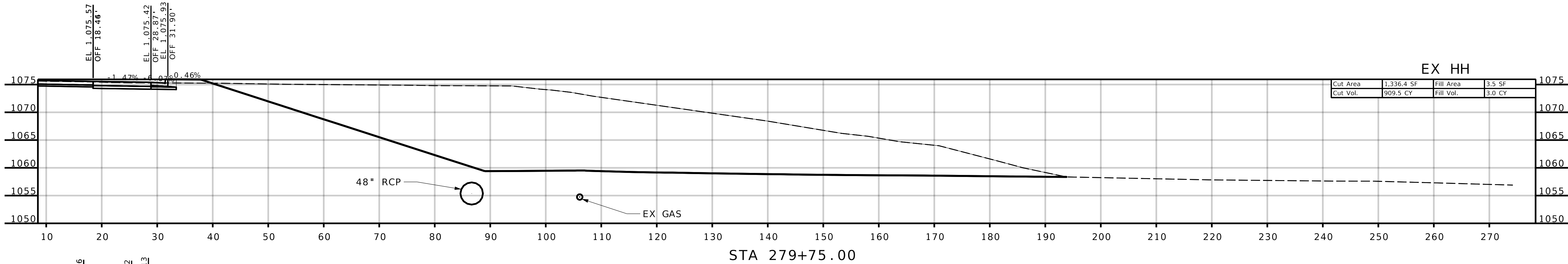
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XS-059



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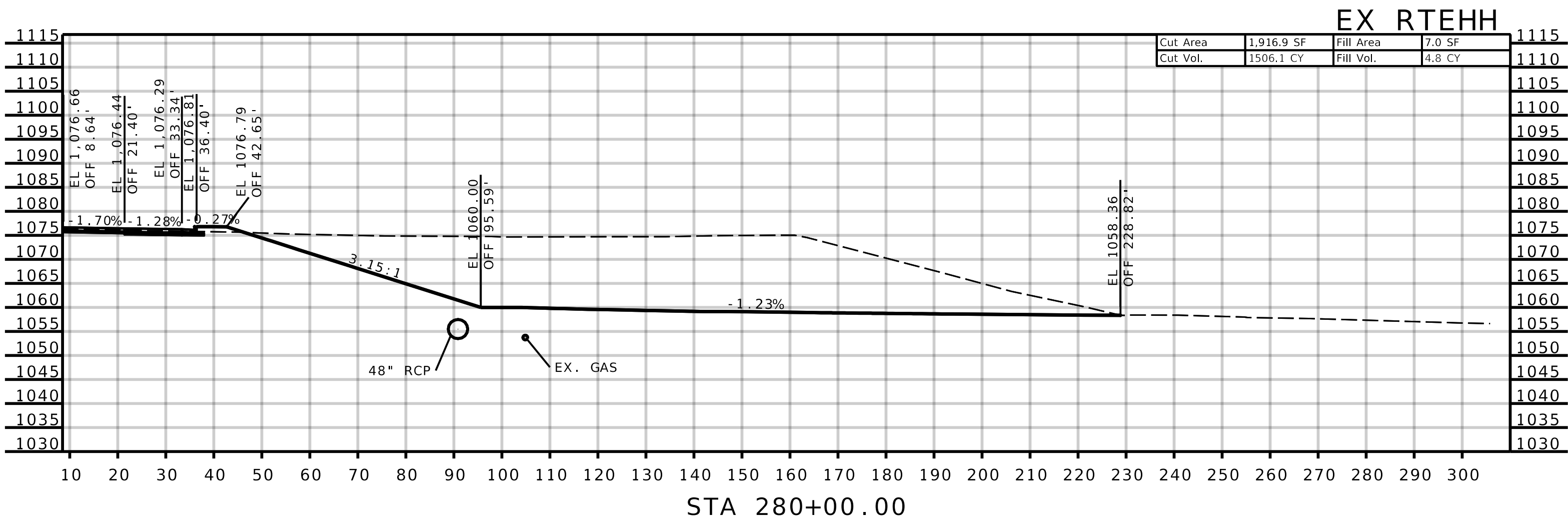
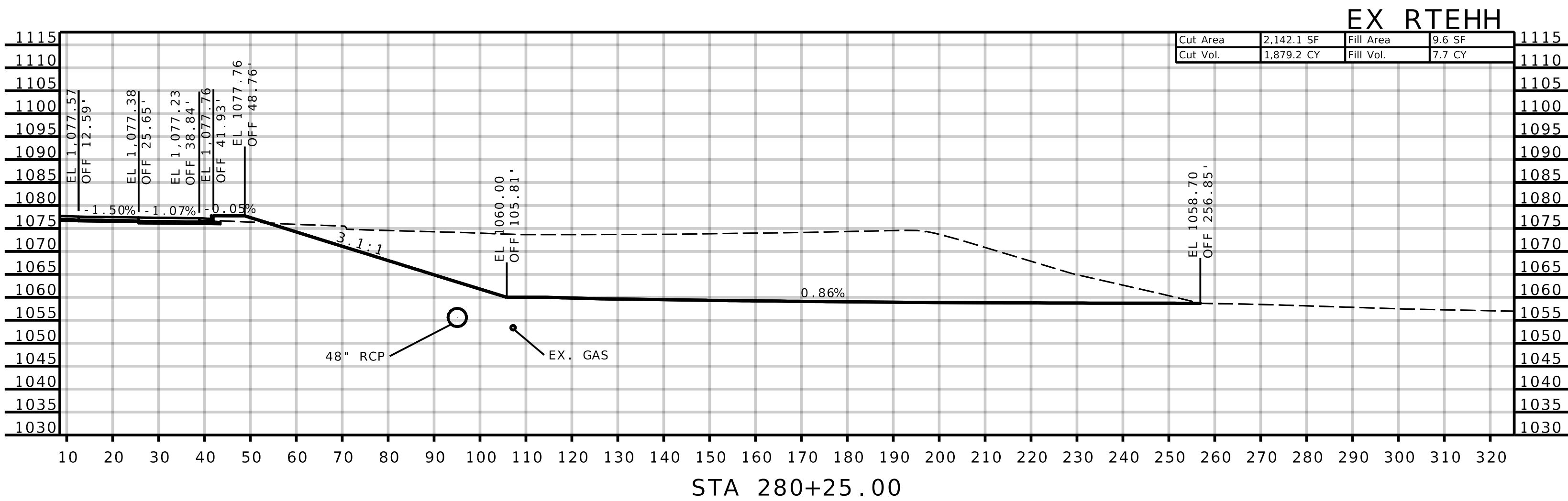
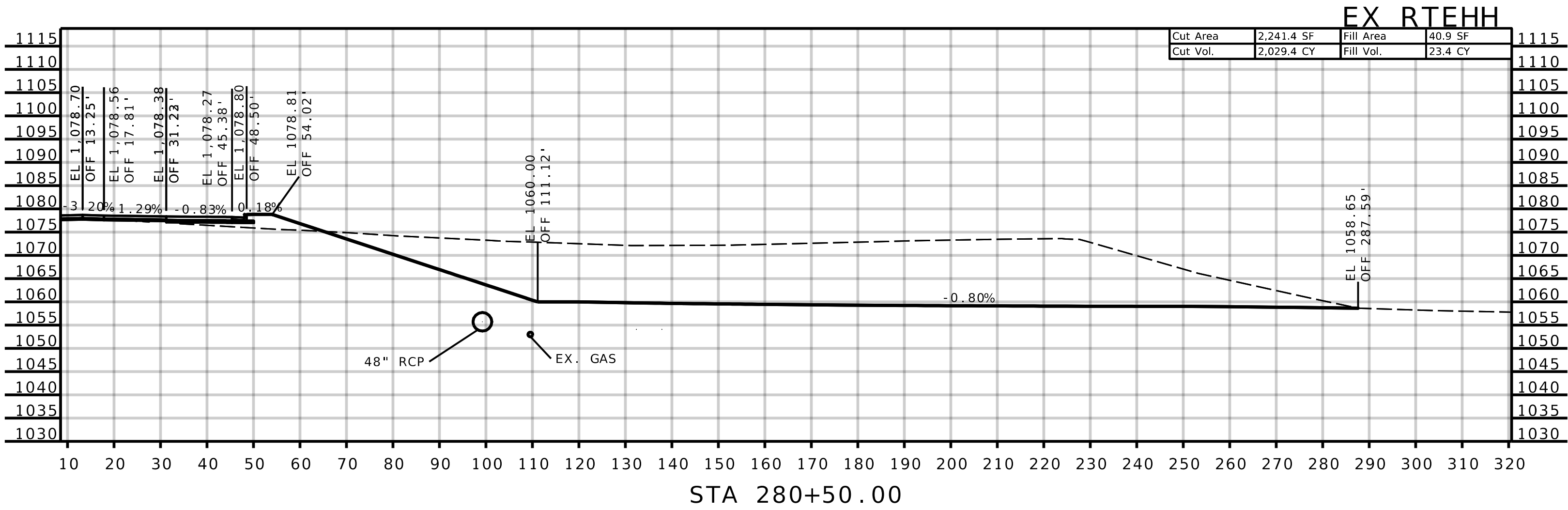
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ROUTE HH (SOUTH SIDE)

SHEET NUMBER

XS-061



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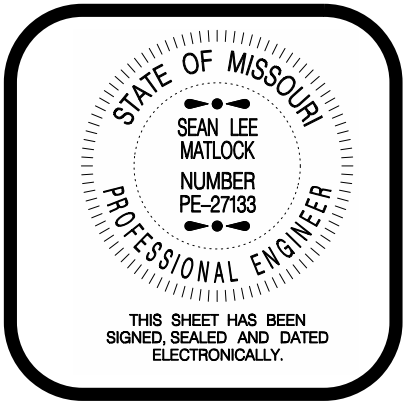
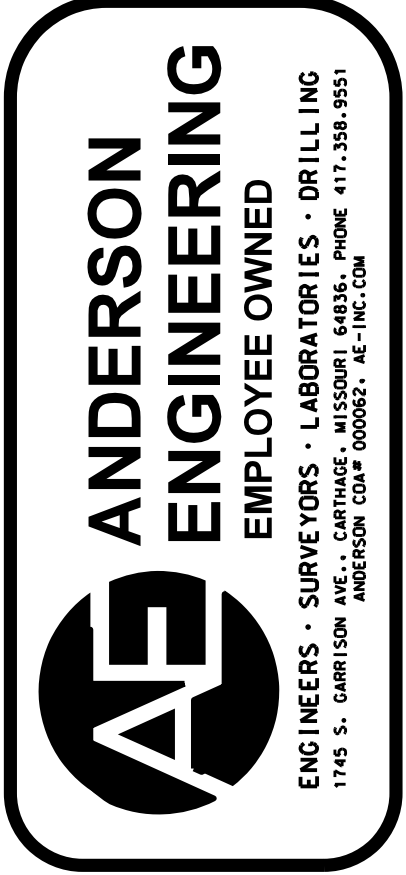
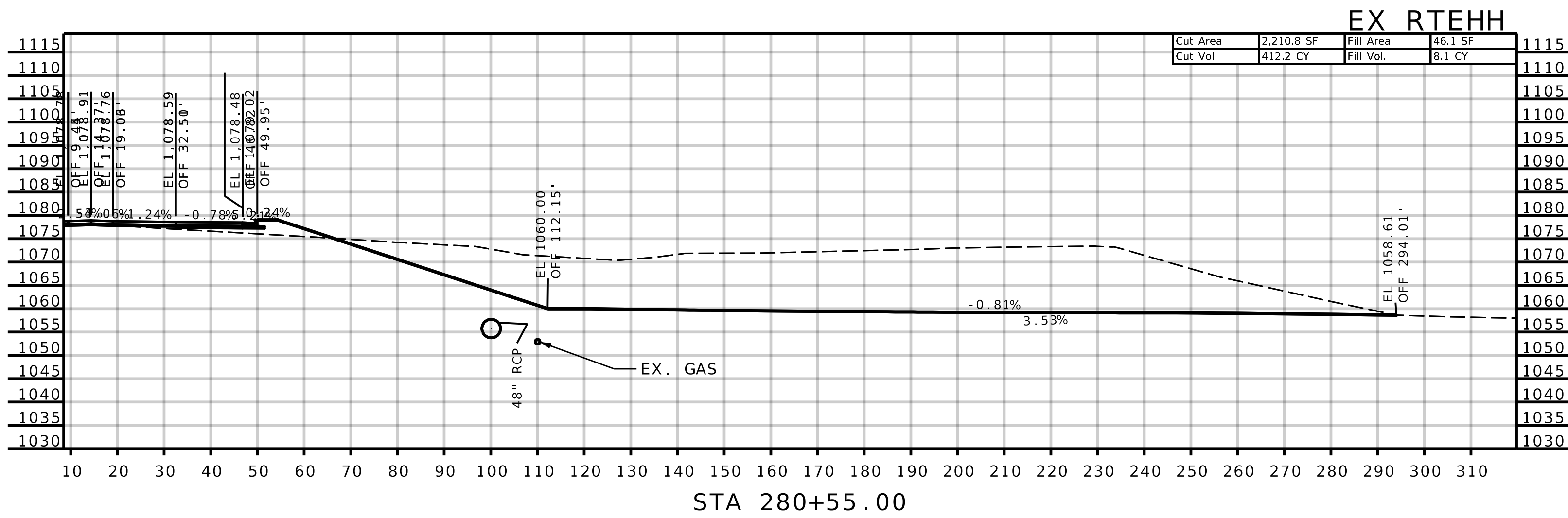
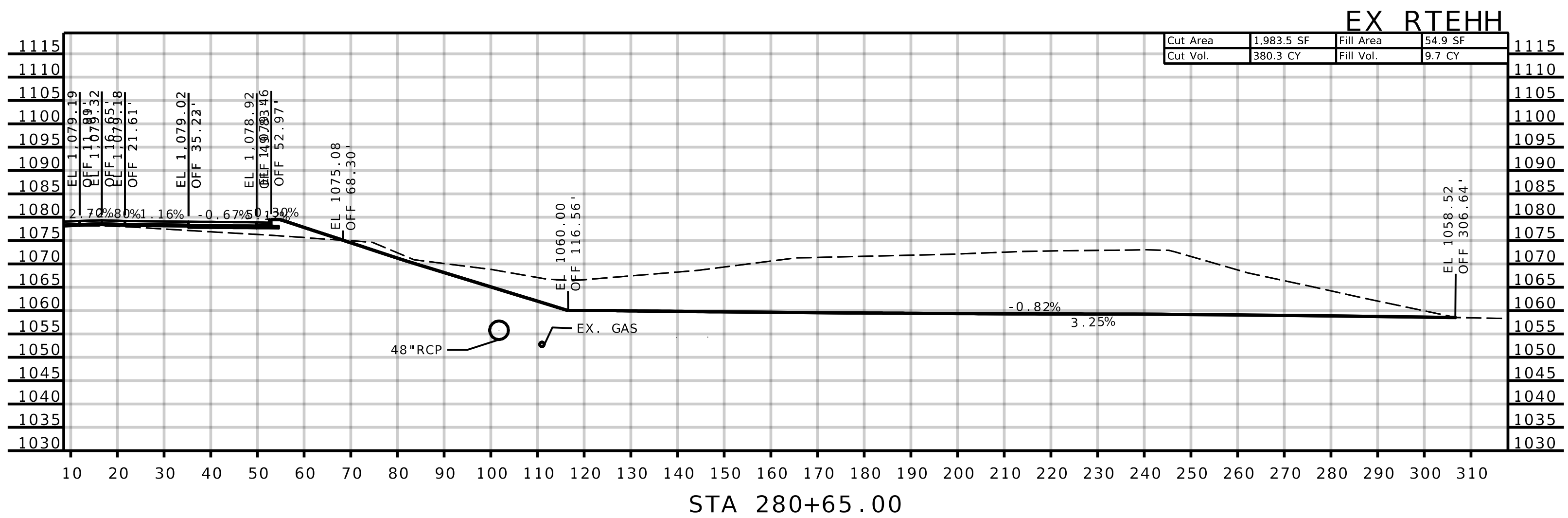
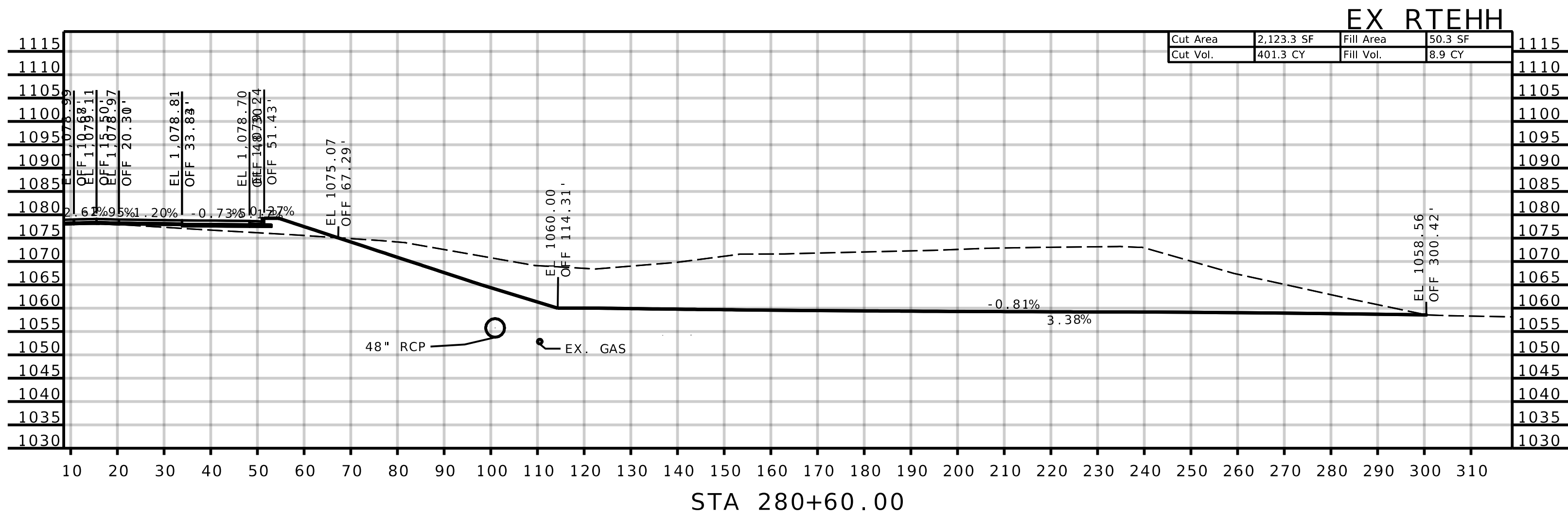
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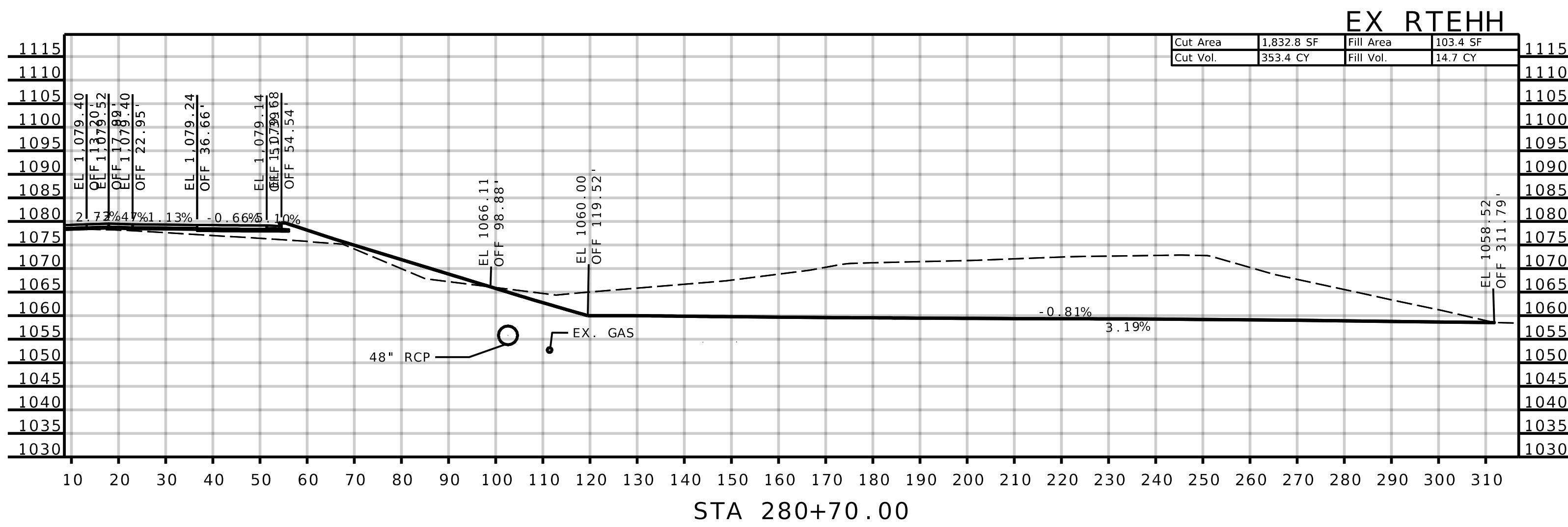
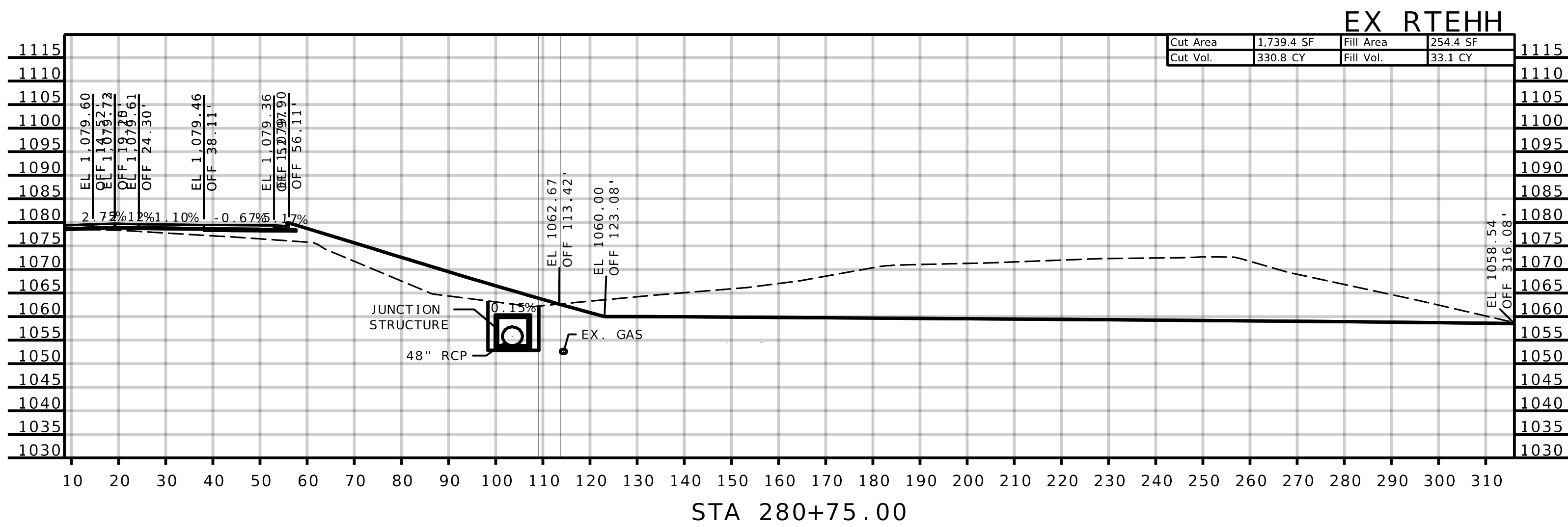
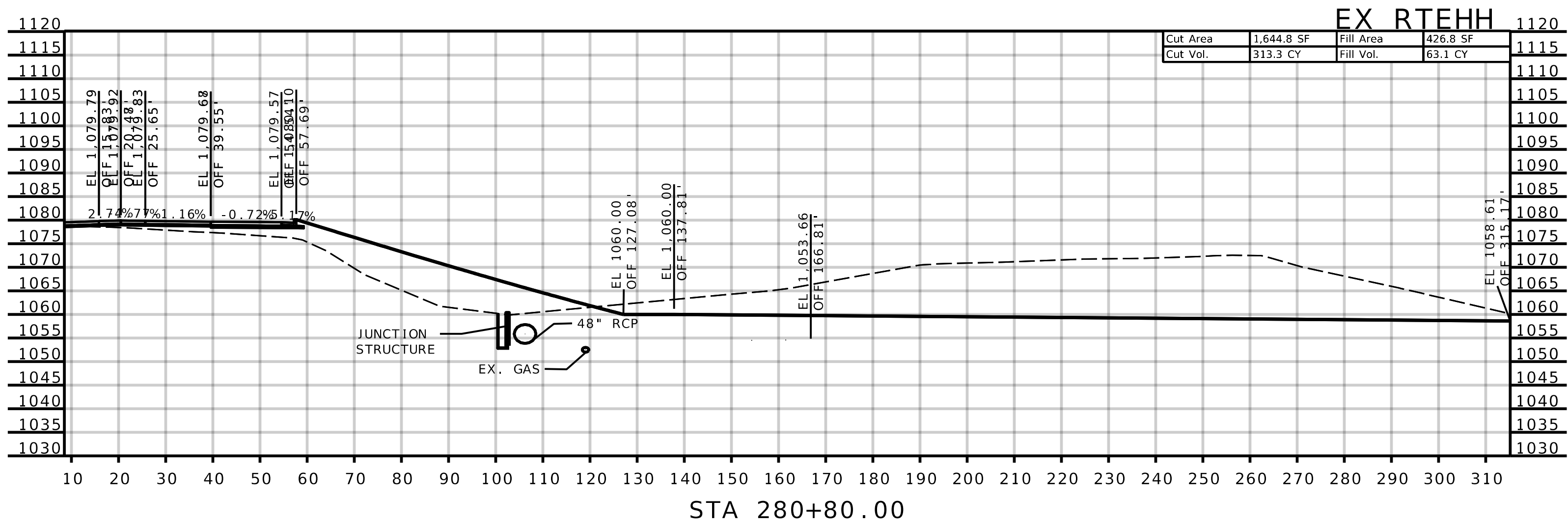
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SEC 16 & 21, T28N, R31W

ROUTE HH (SOUTH SIDE)

SHEET NUMBER

XS-063



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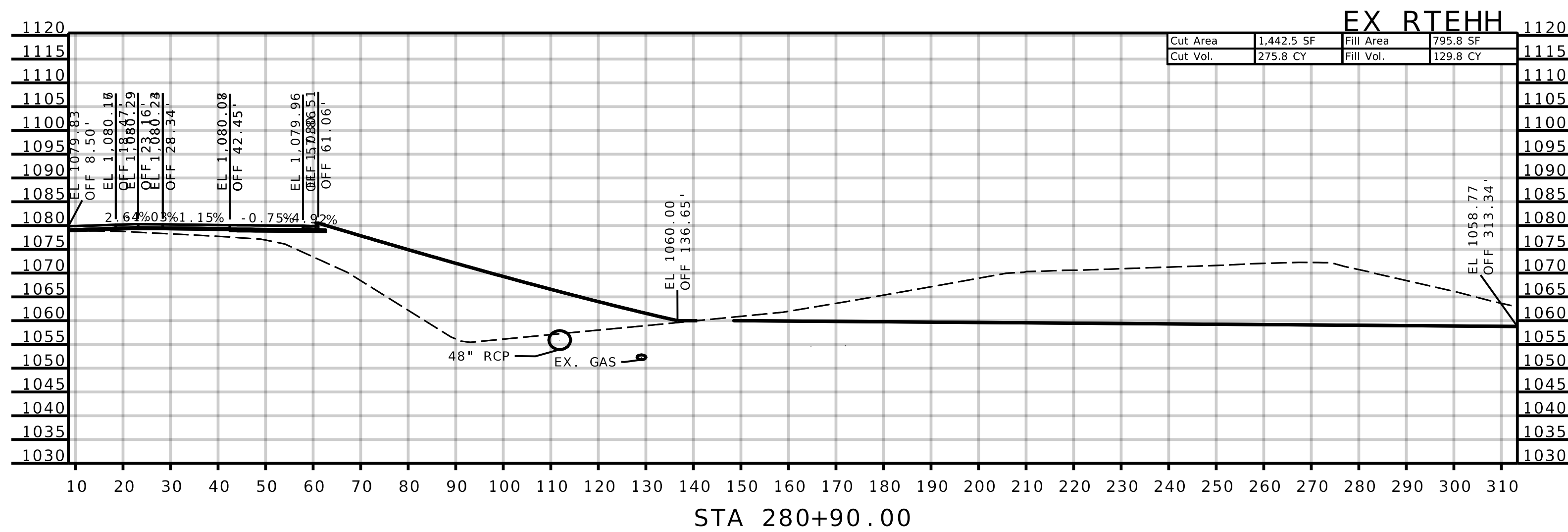
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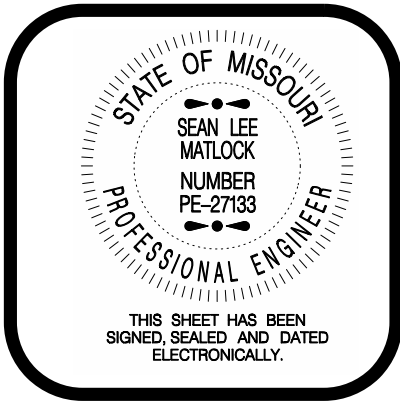
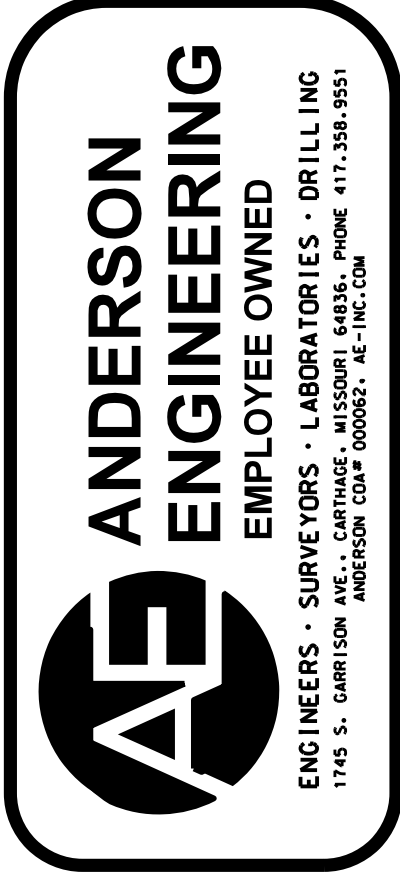
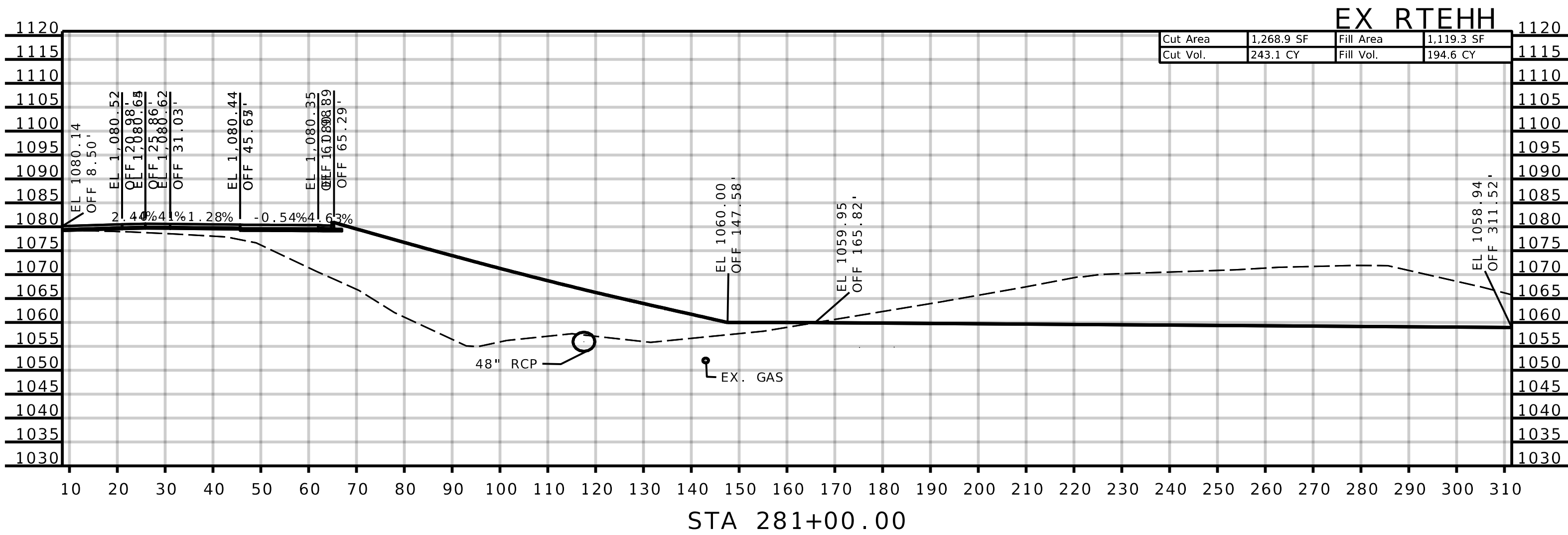
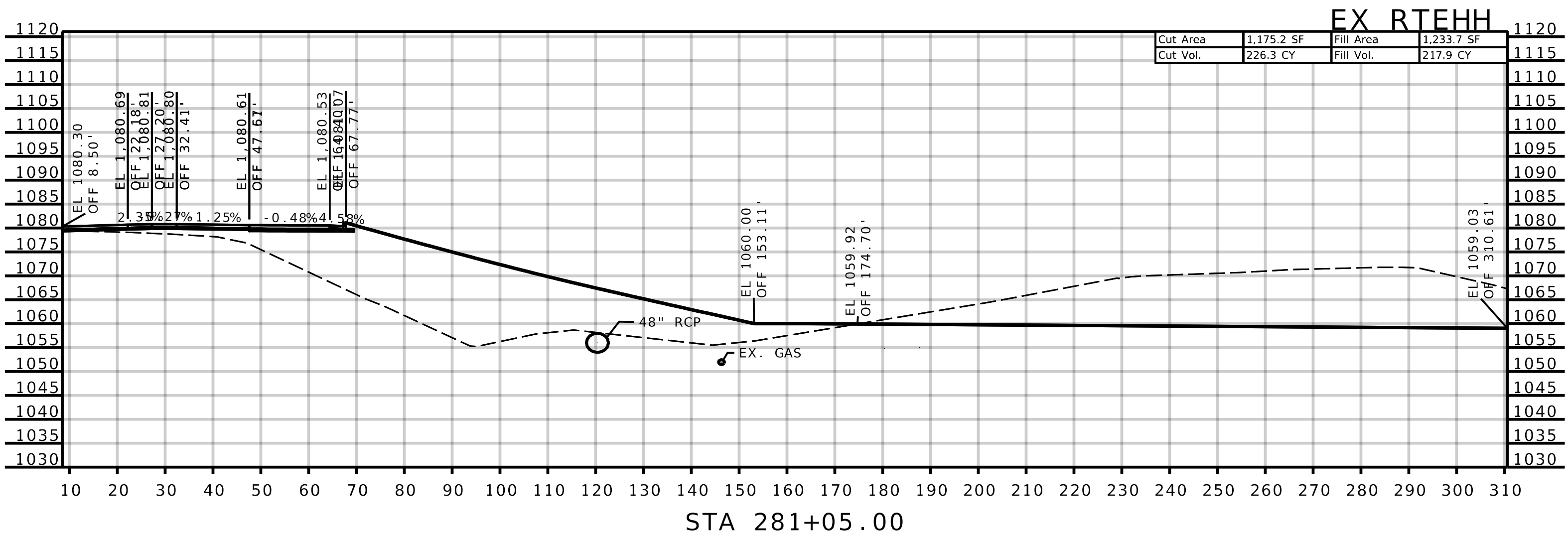
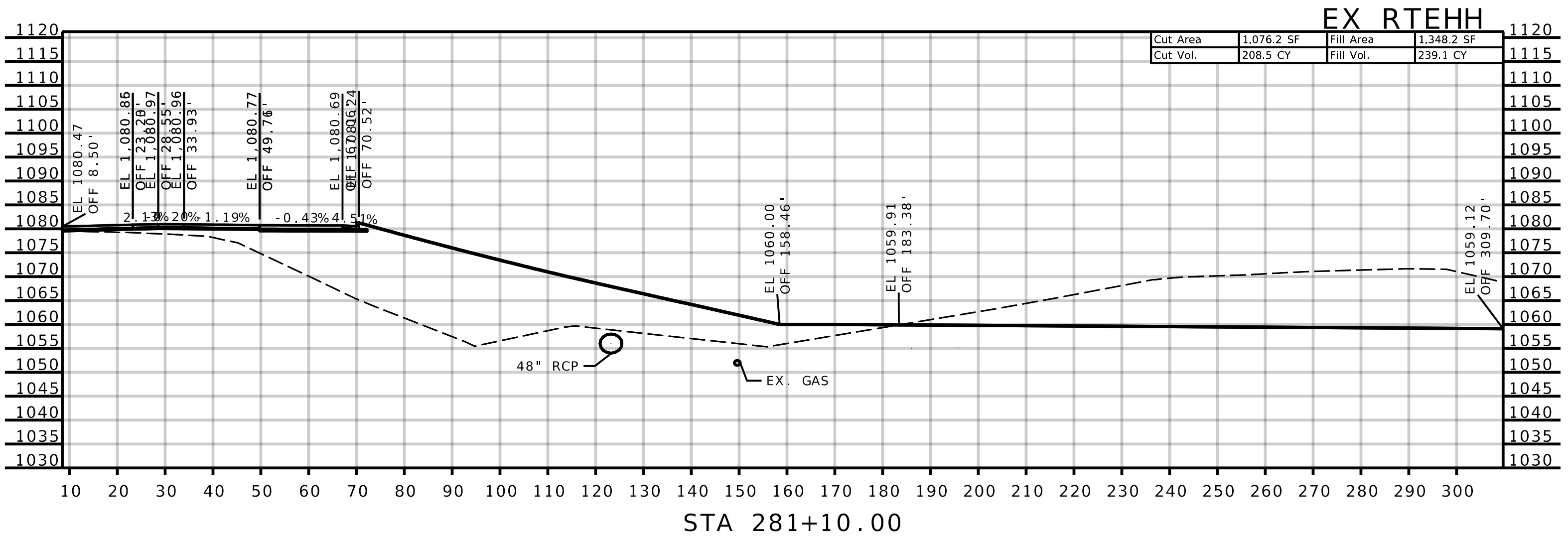
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SEC 16 & 21, T28N, R31W
ROUTE HH (SOUTH SIDE)

SHEET NUMBER
XS-064



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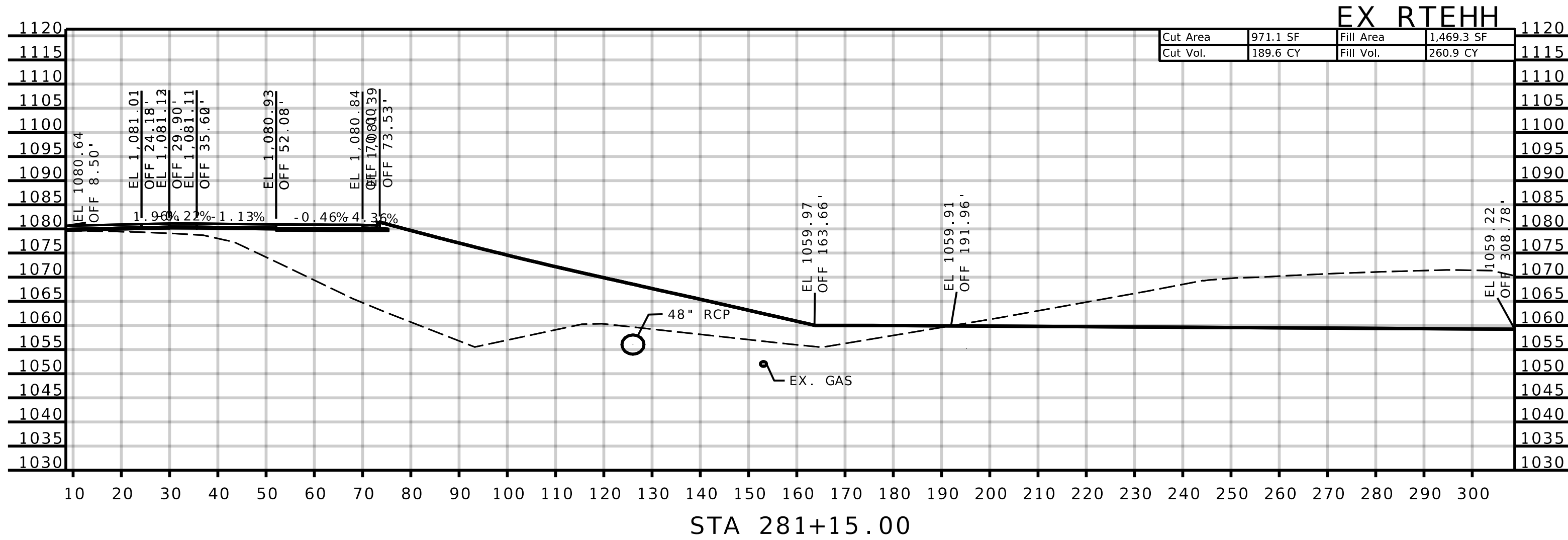
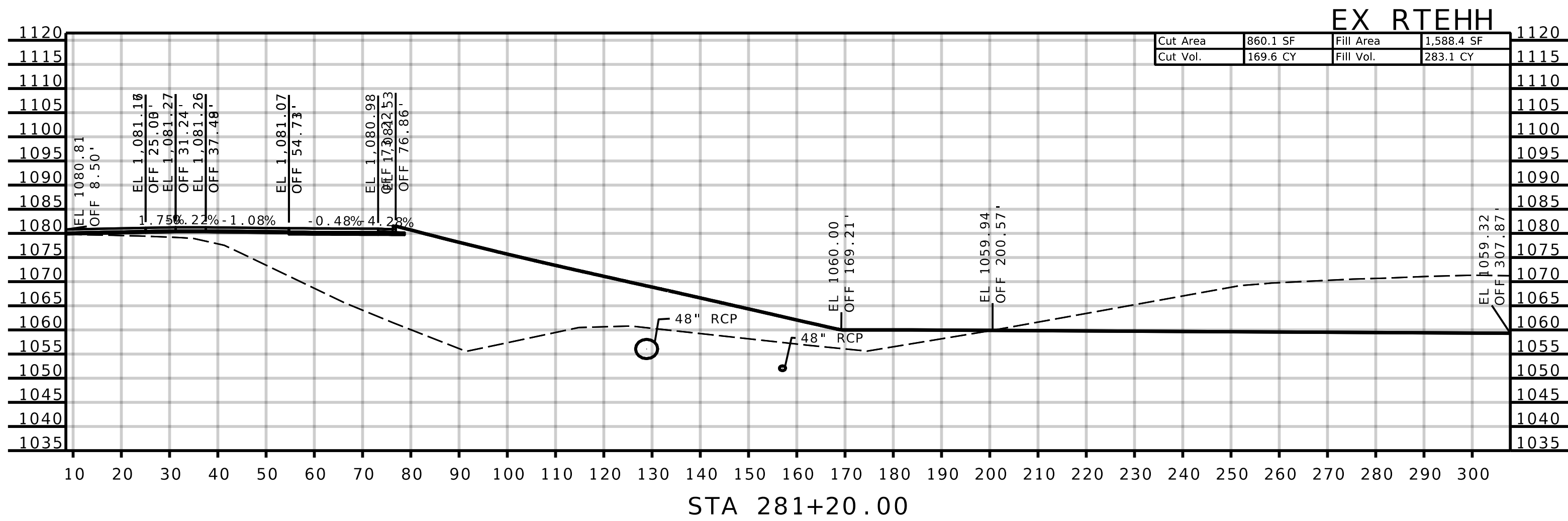
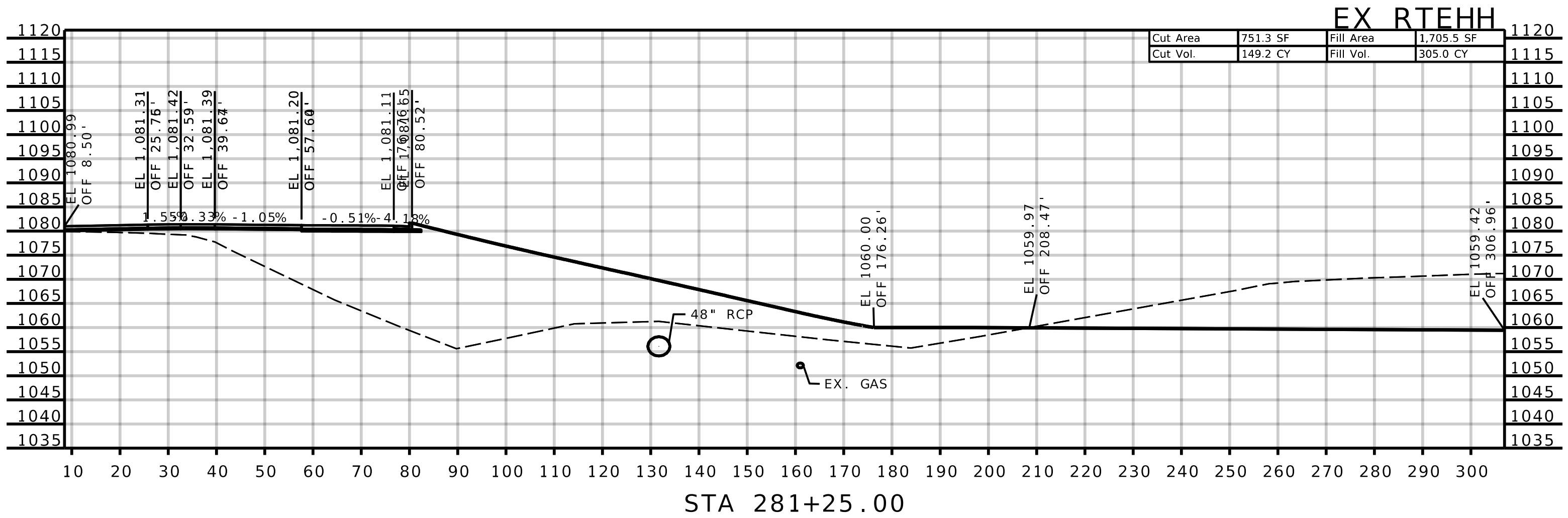
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ROUTE HH (SOUTH SIDE)

SHEET NUMBER

XS-066



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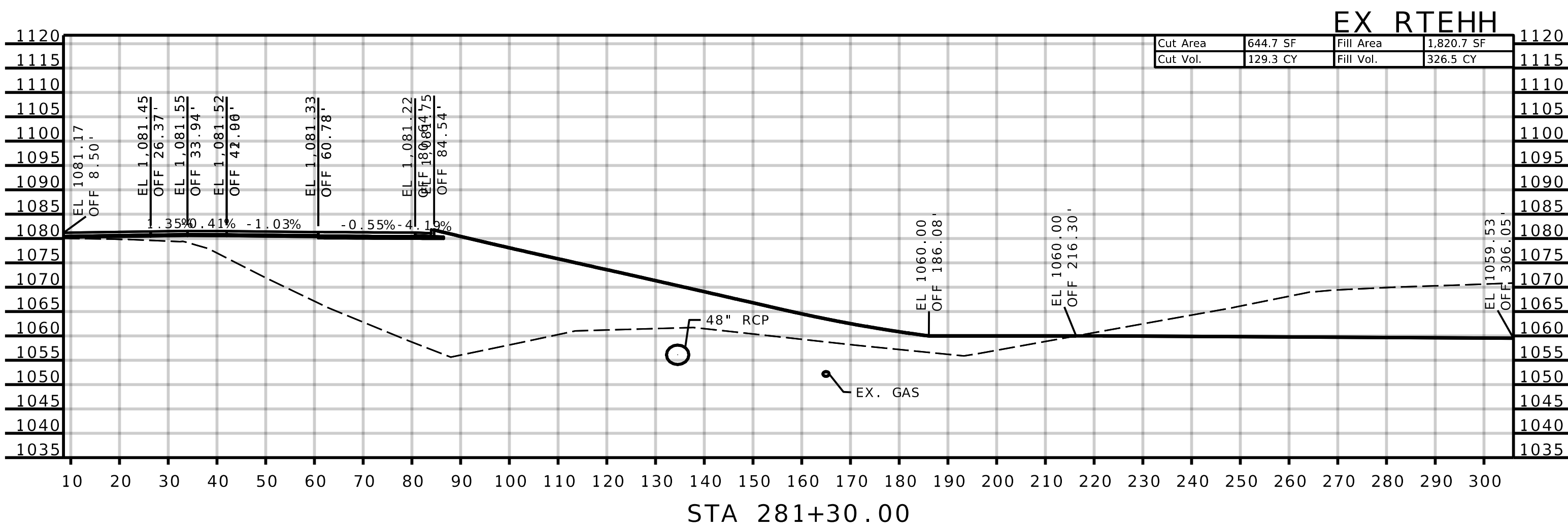
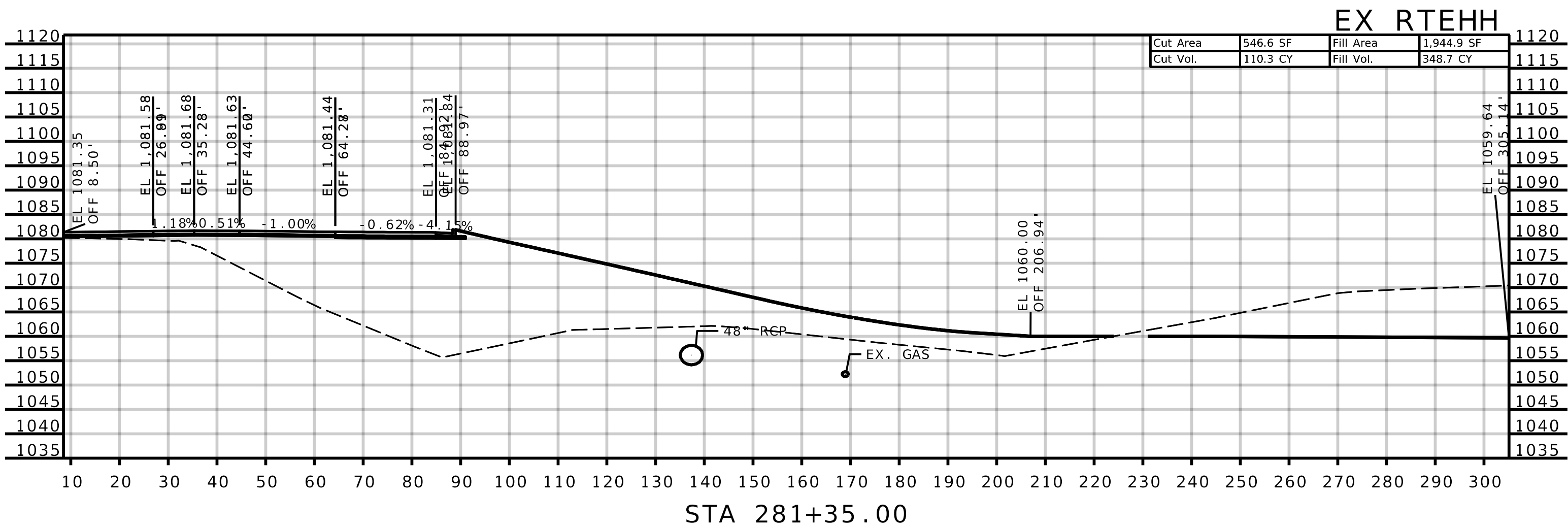
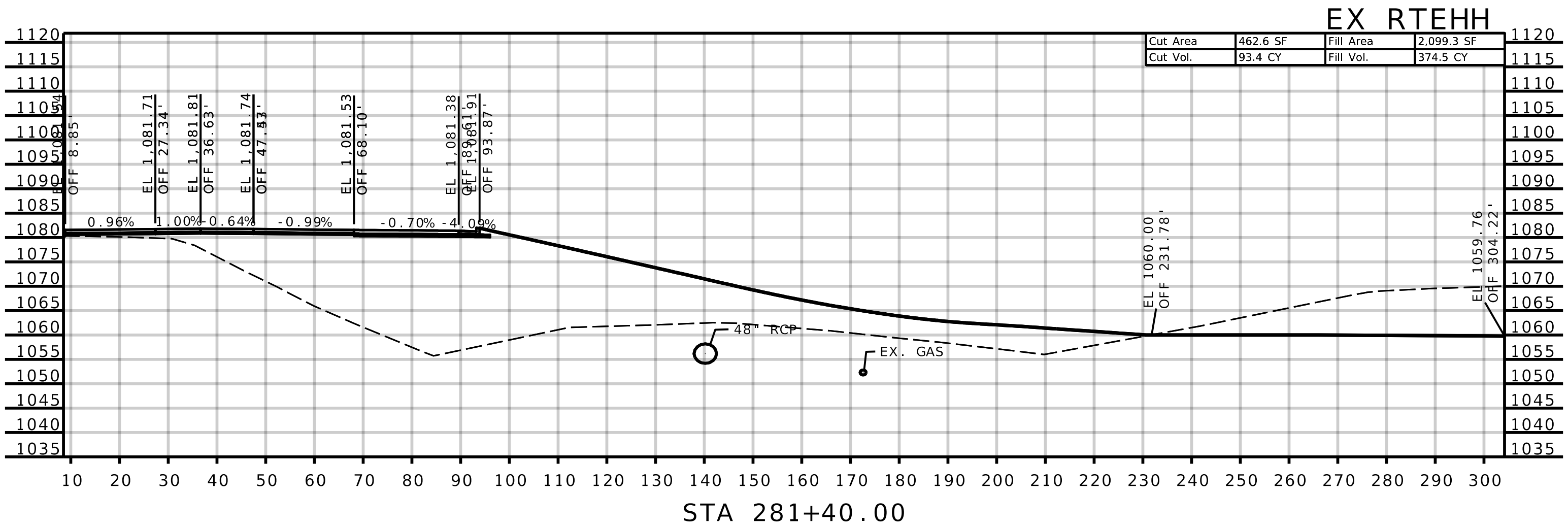
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ROUTE HH (SOUTH SIDE)

SHEET NUMBER

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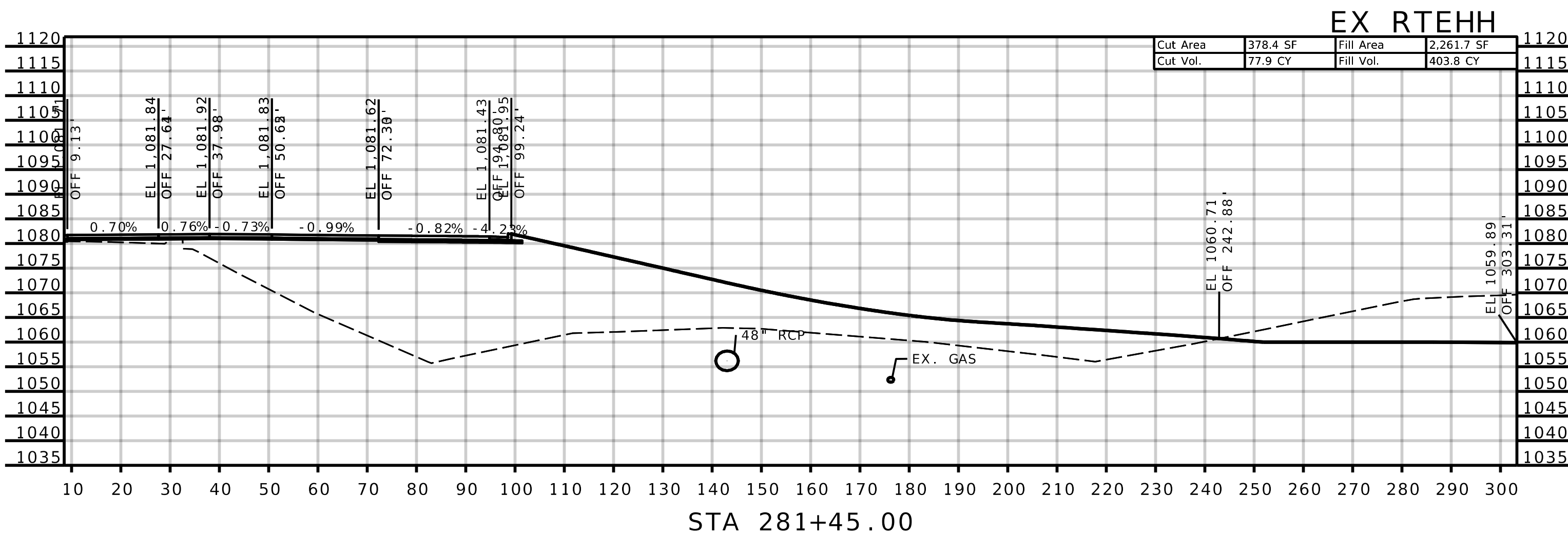
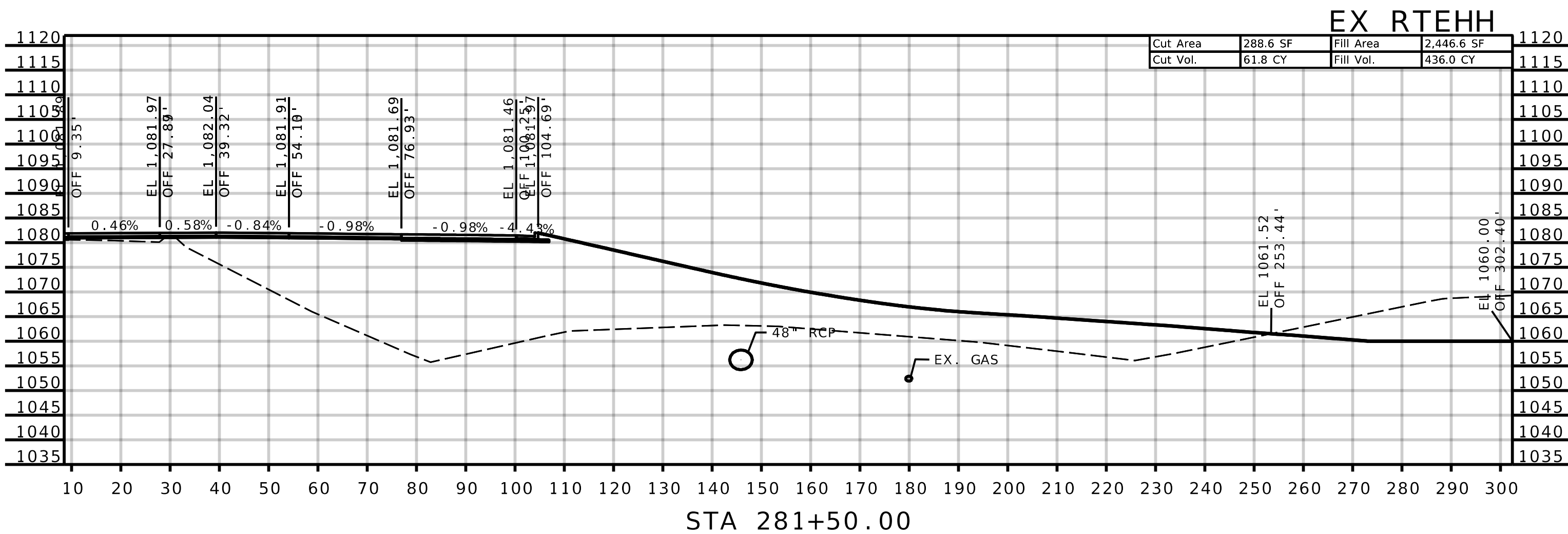
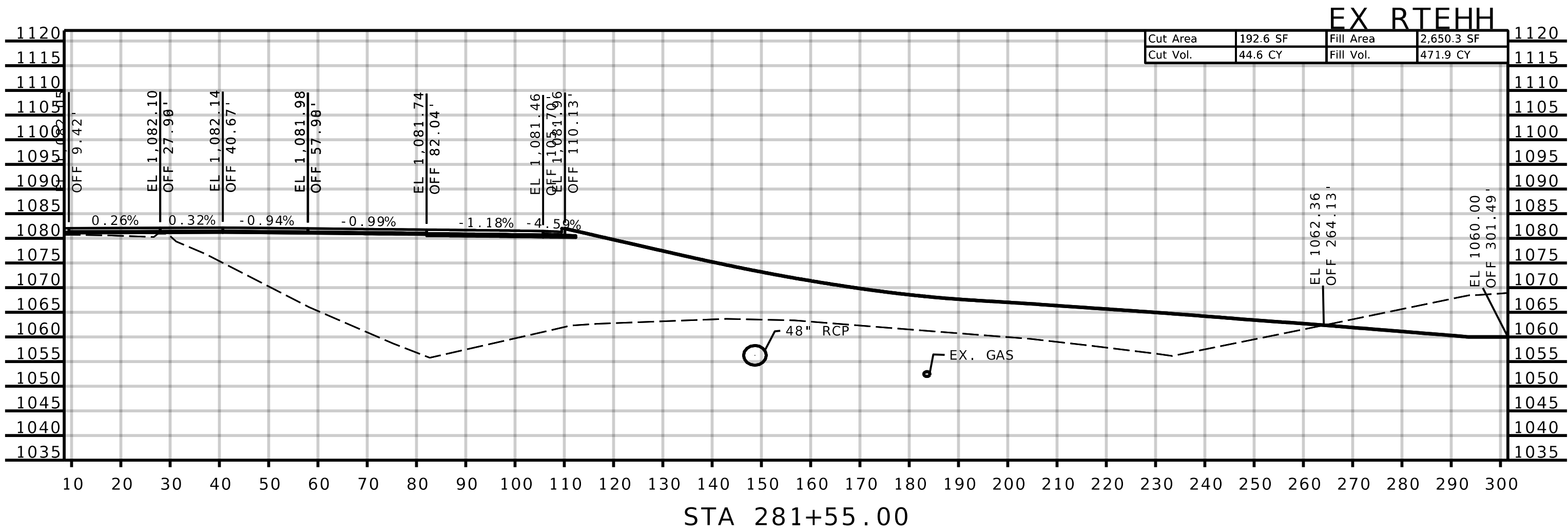
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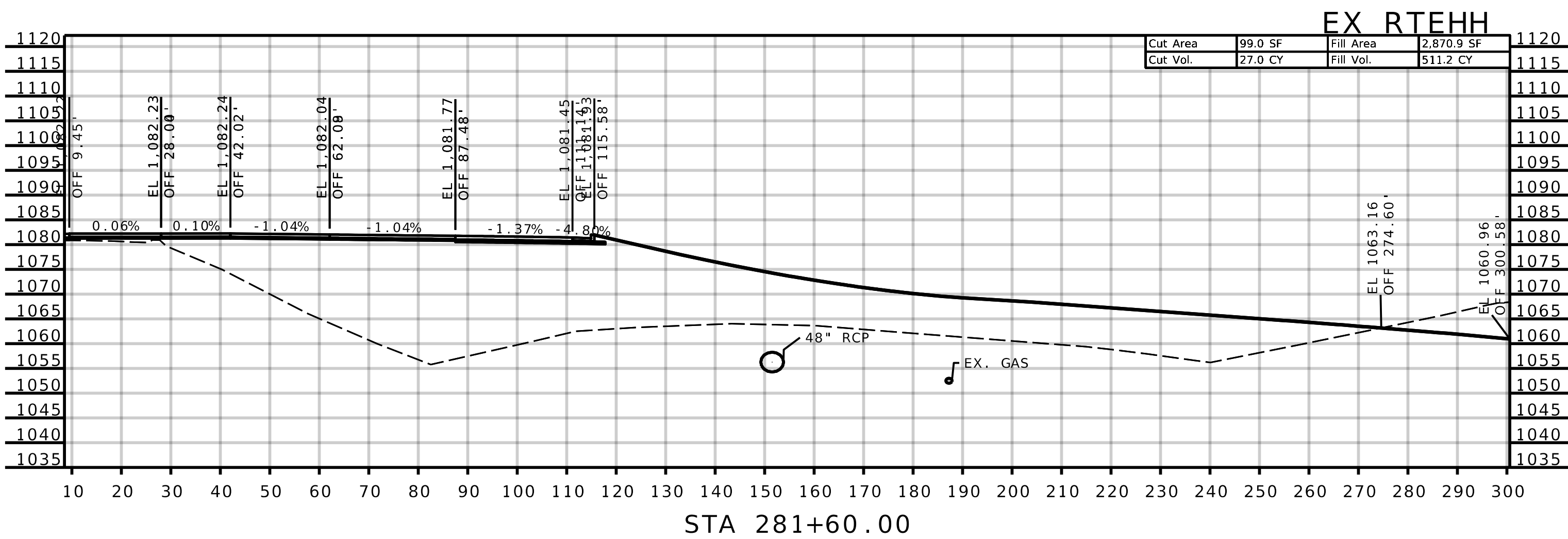
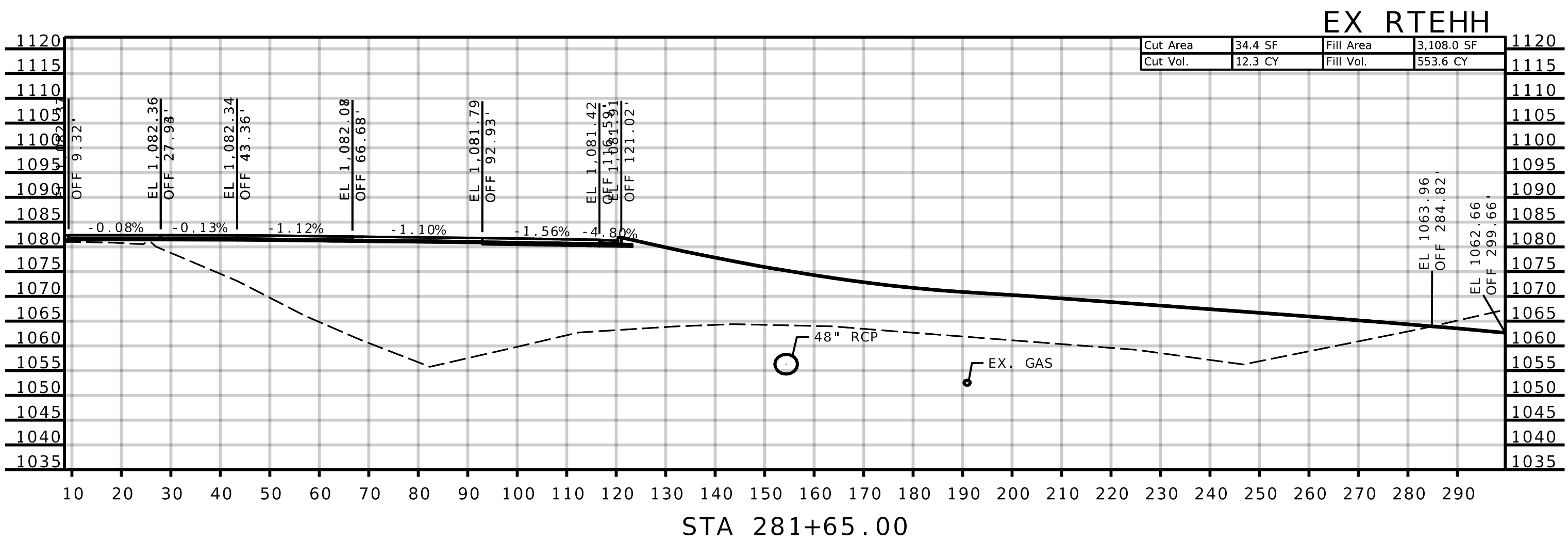
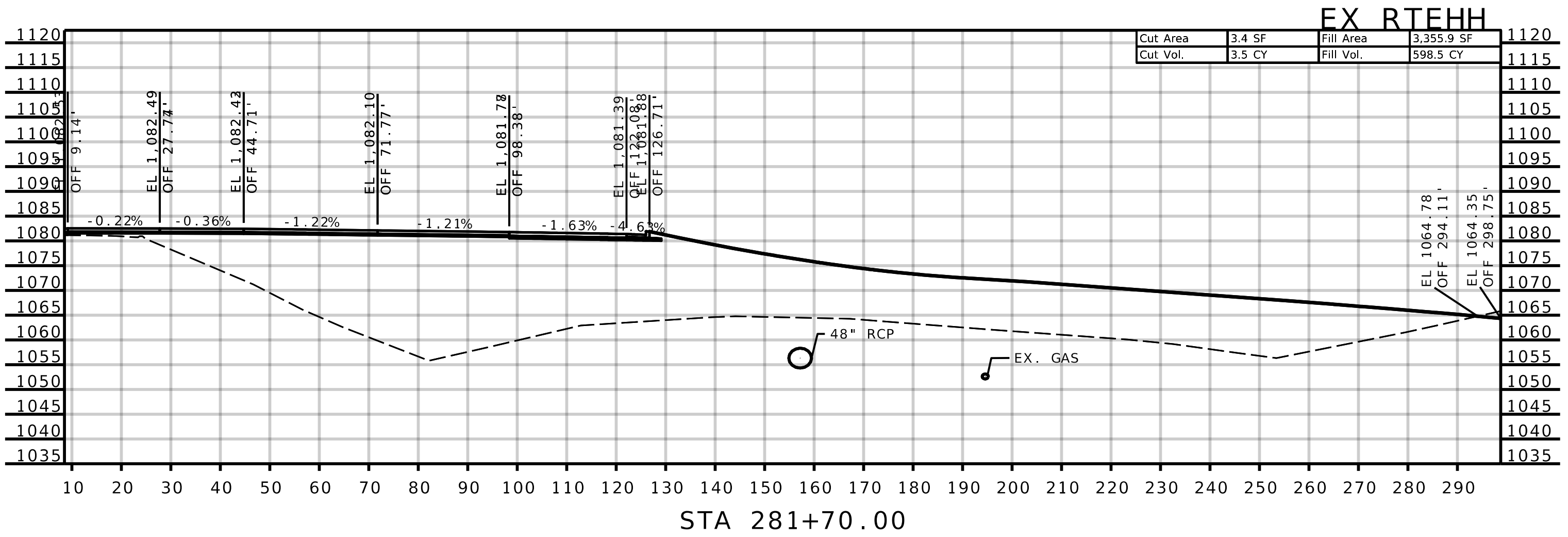
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ROUTE HH (SOUTH SIDE)

SHEET NUMBER

XS-069



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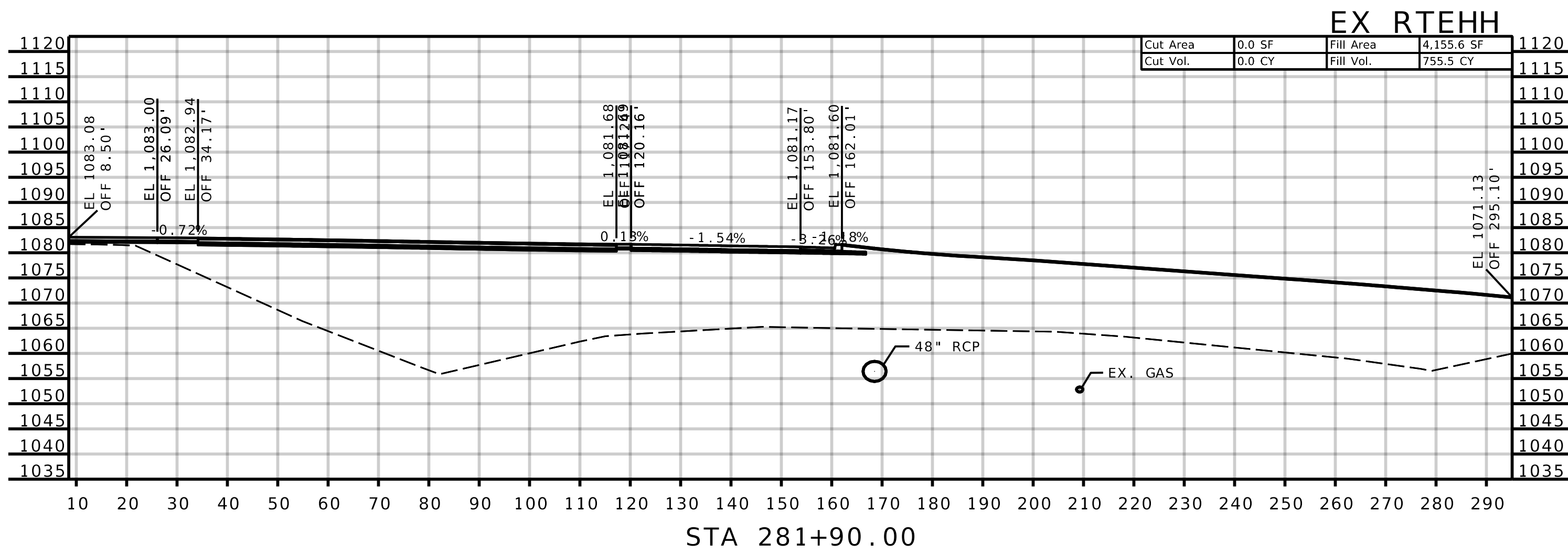
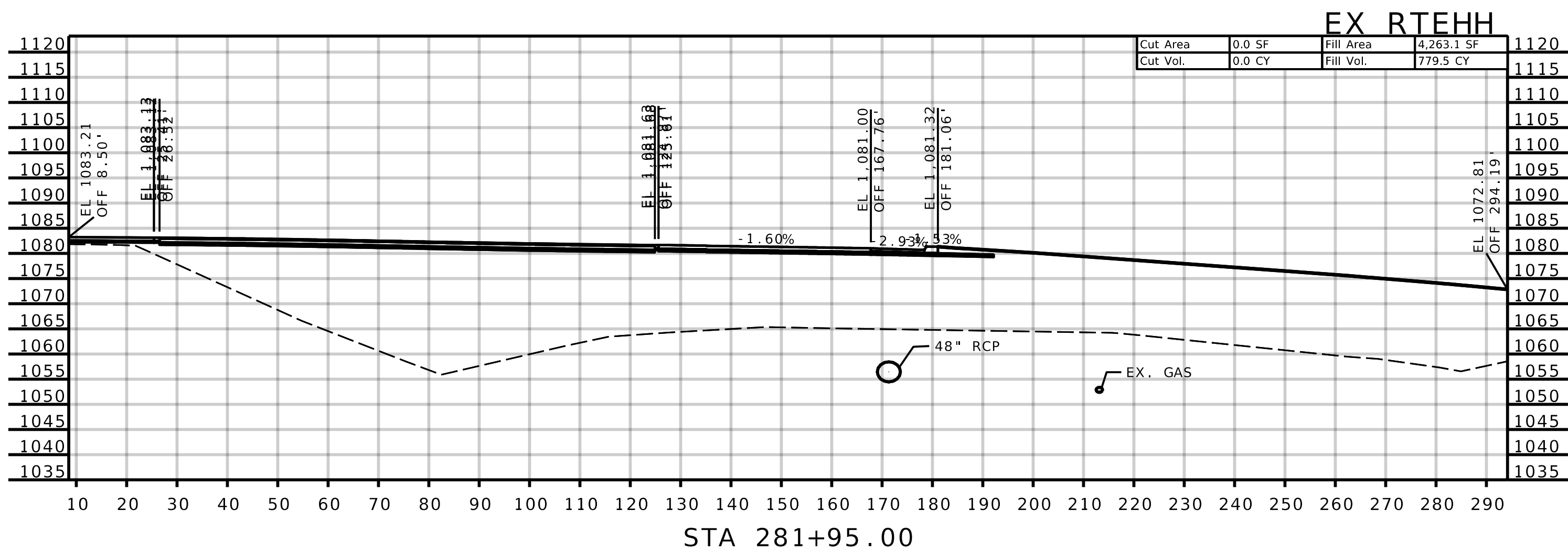
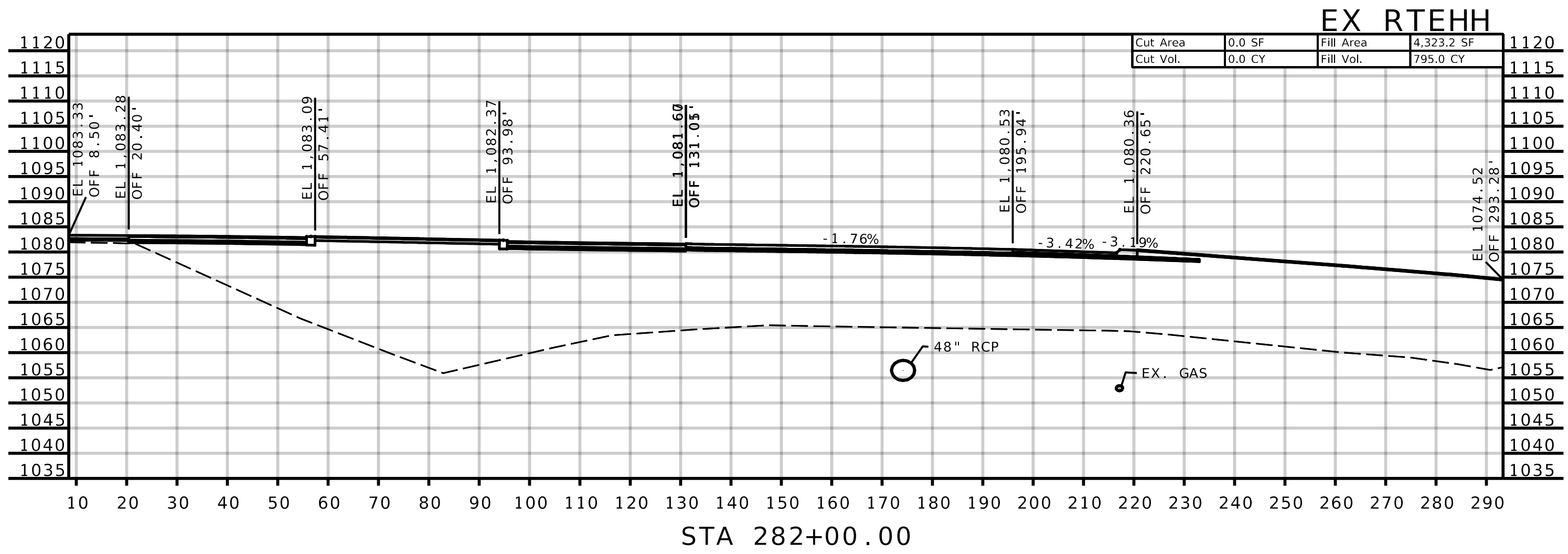
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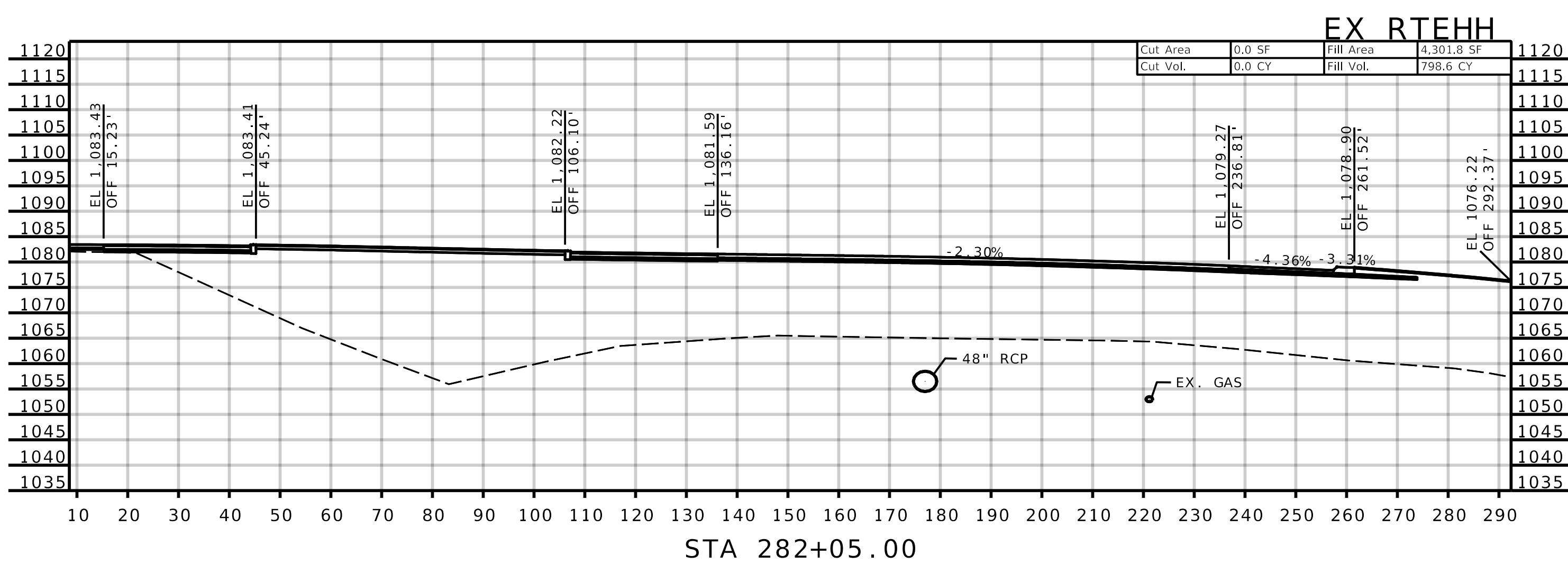
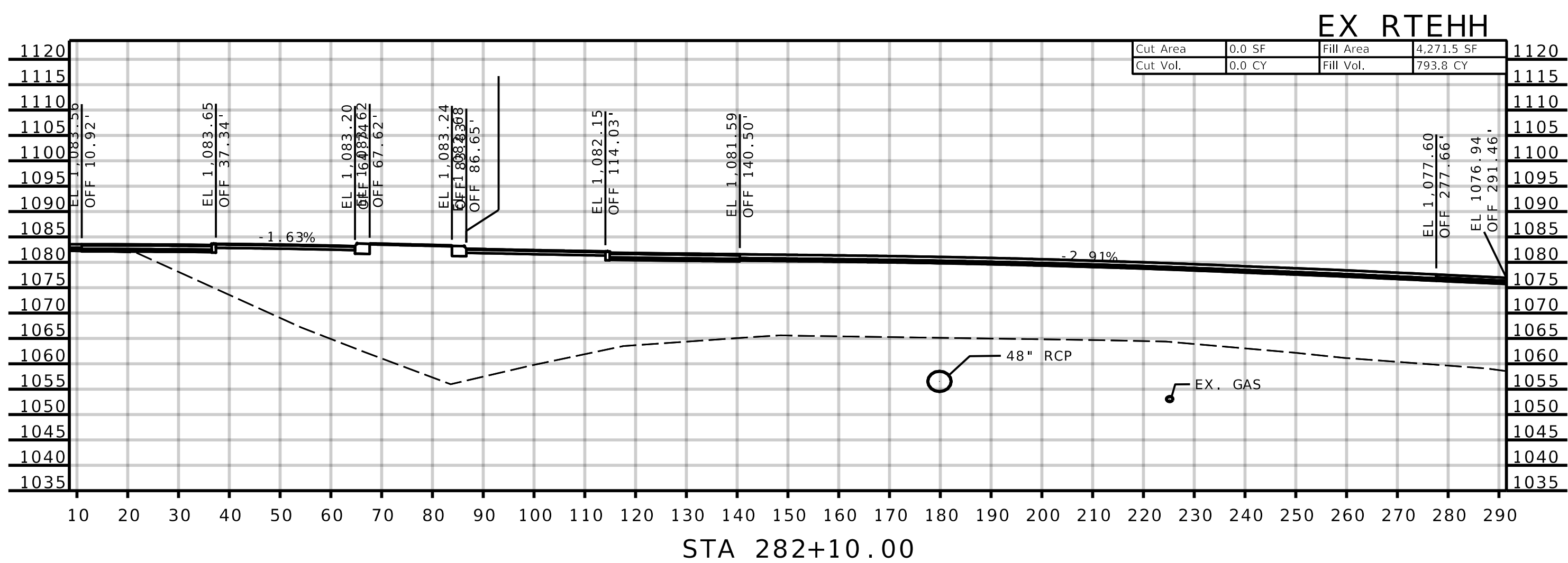
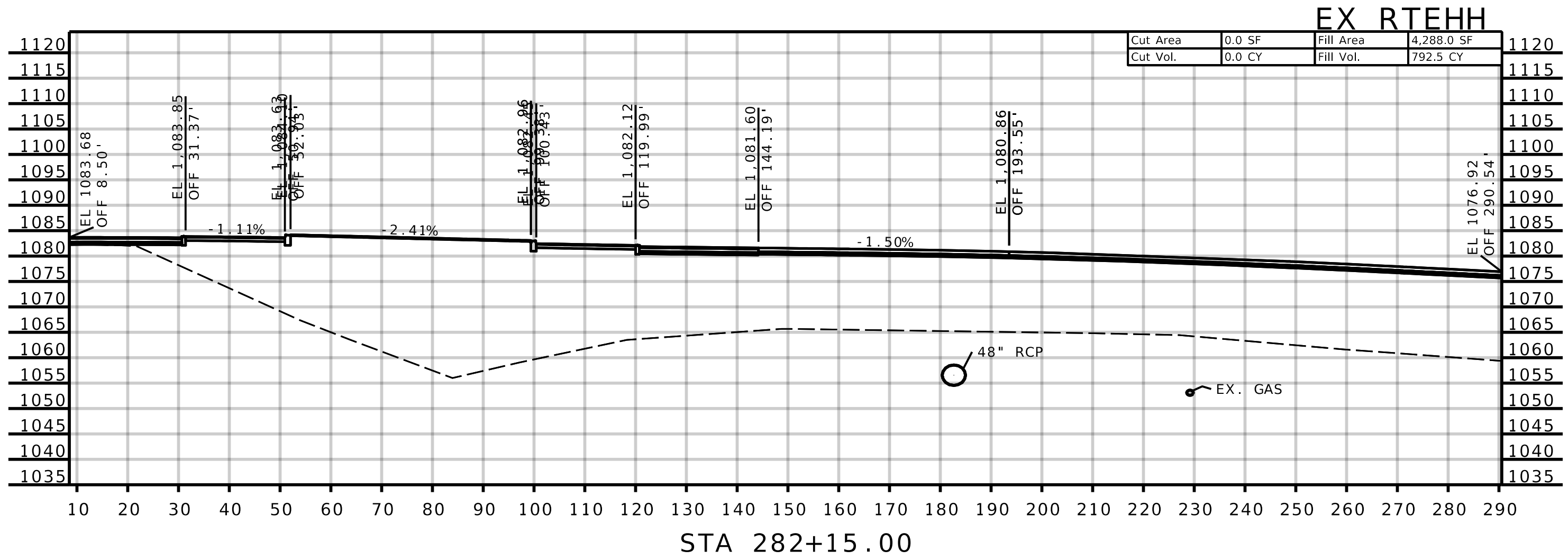
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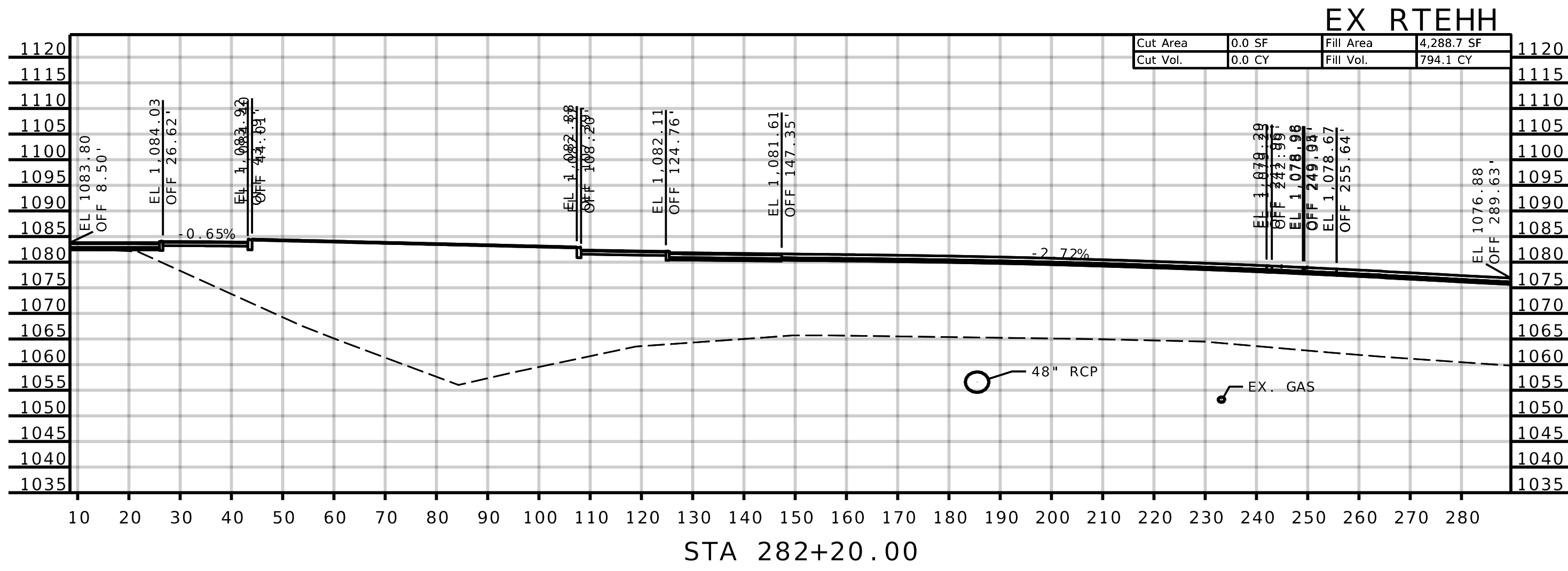
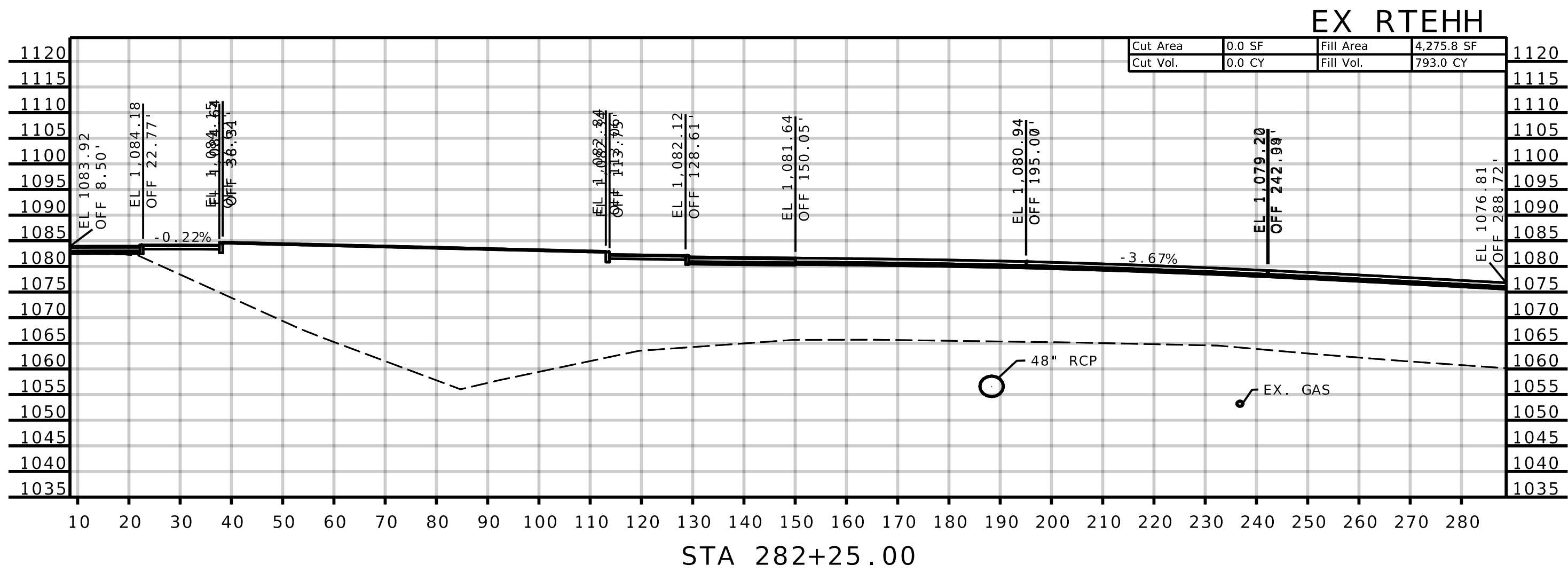
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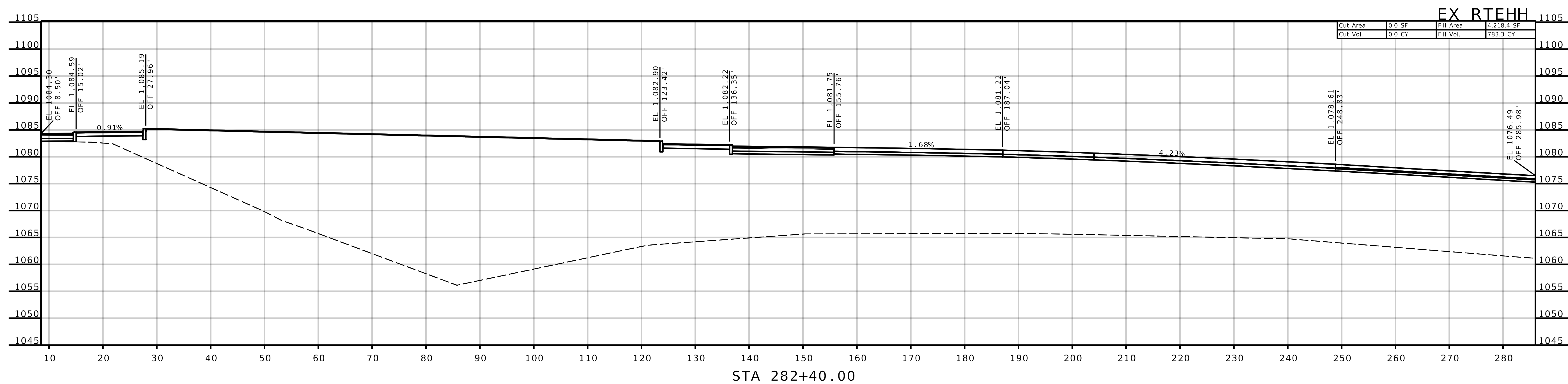
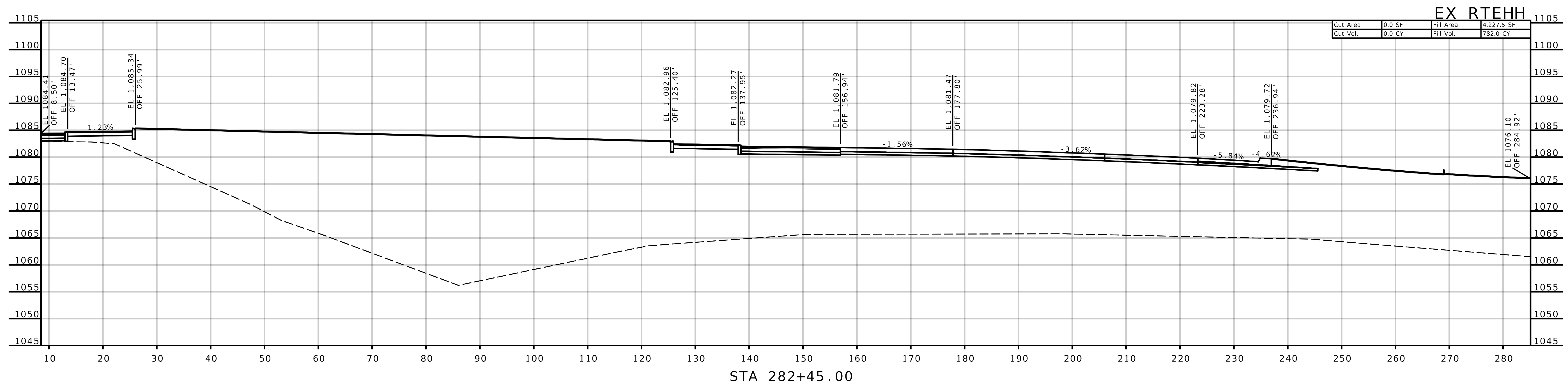
ROUTE HH (SOUTH SIDE)

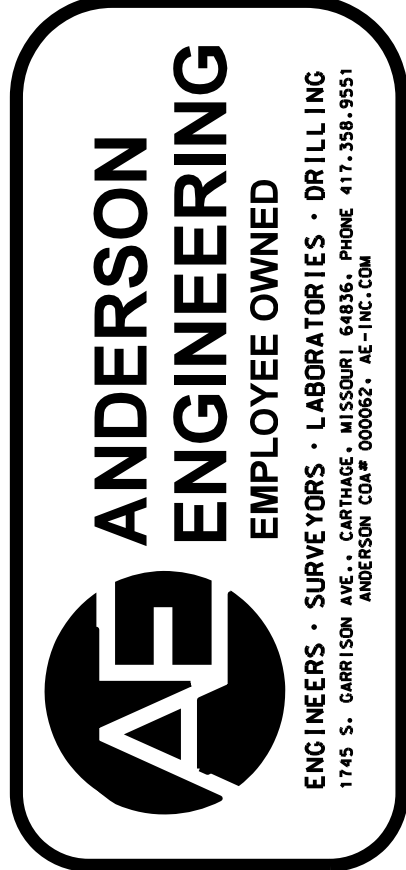
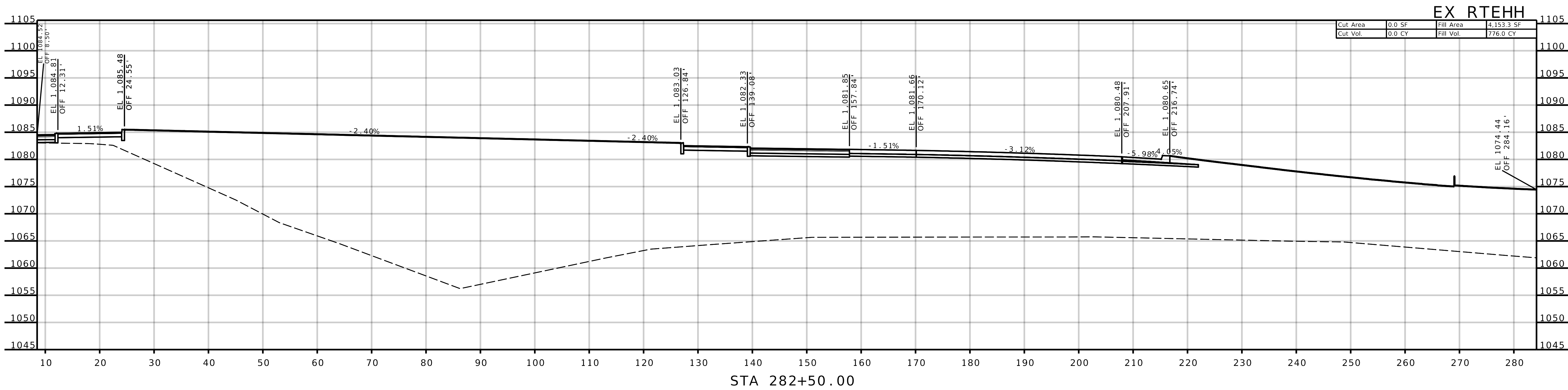
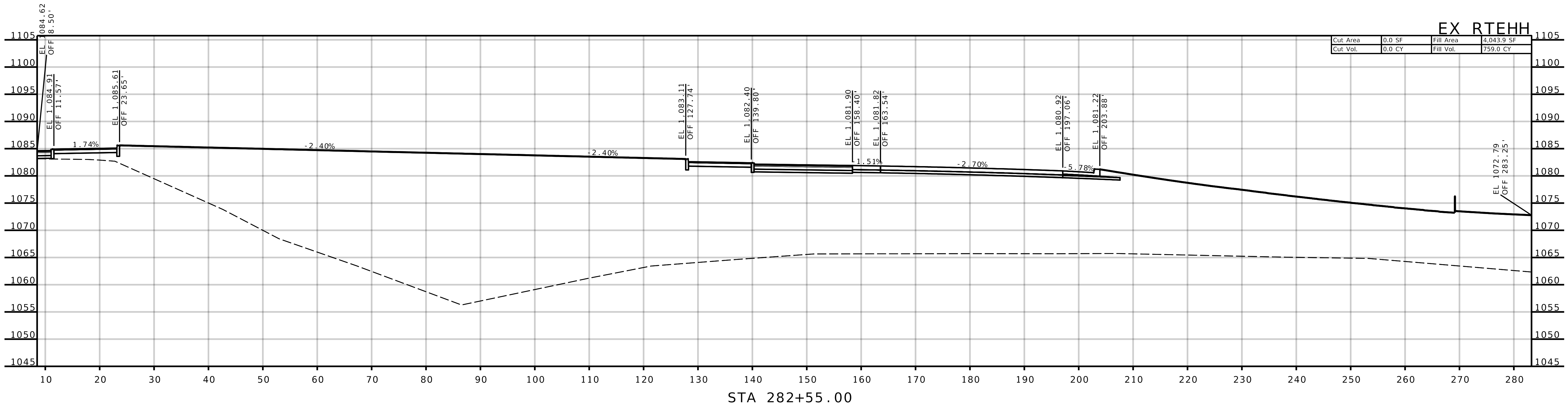
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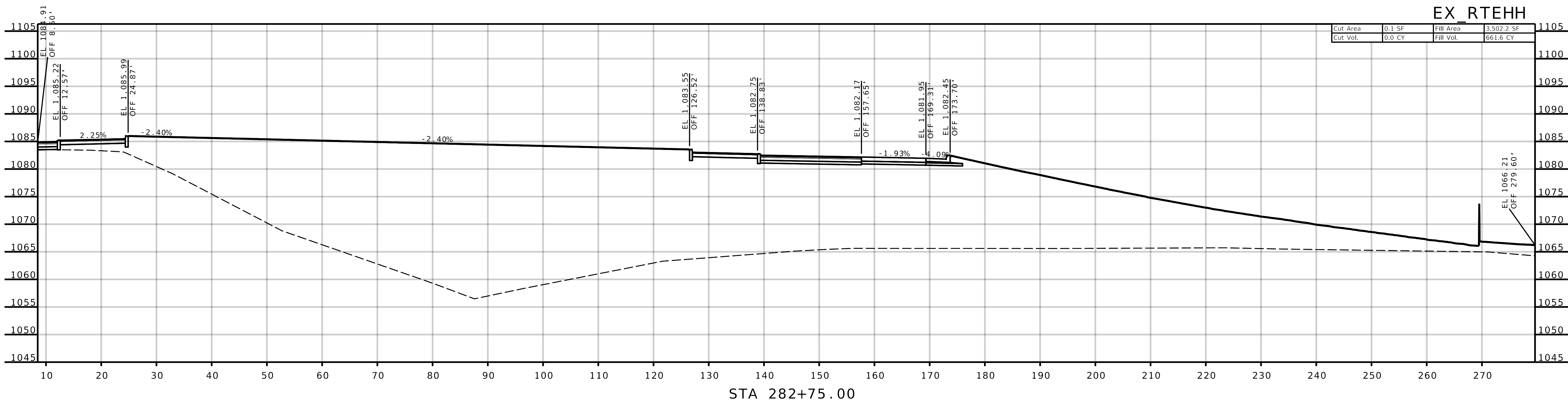
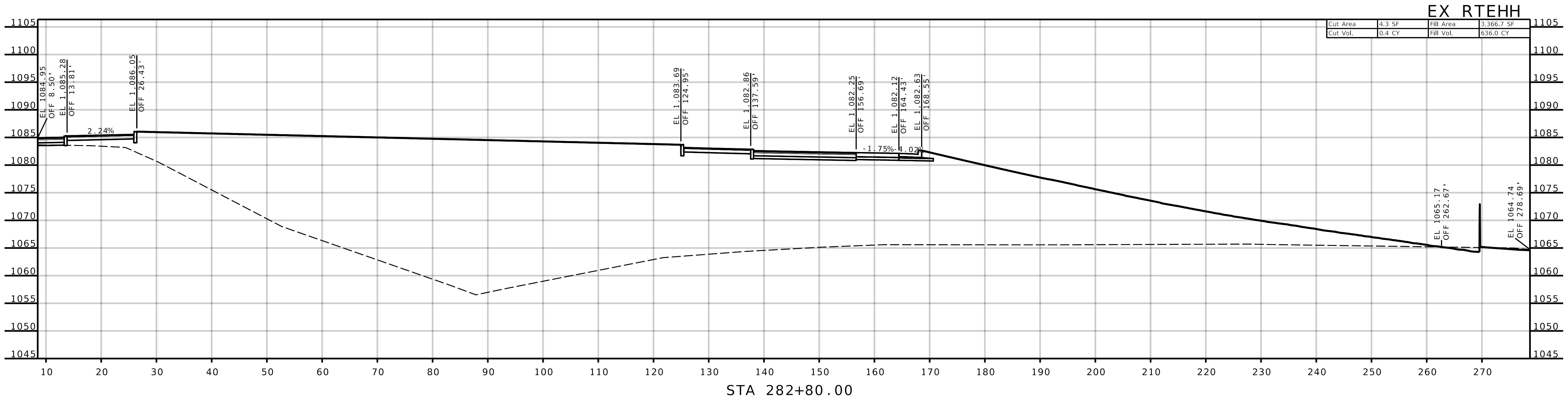
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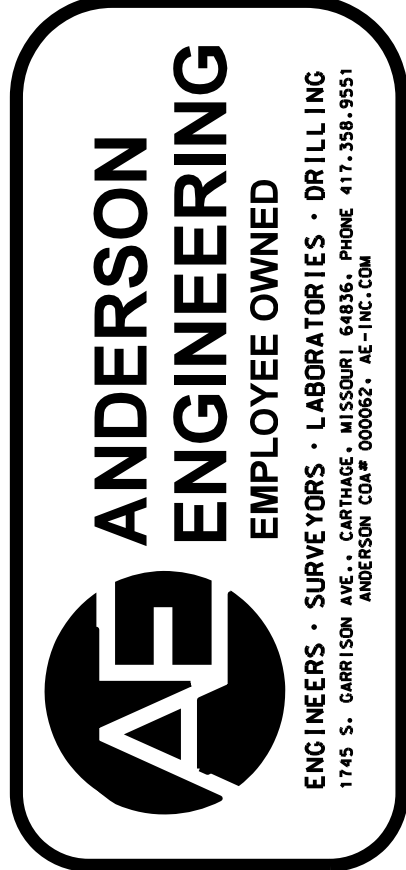
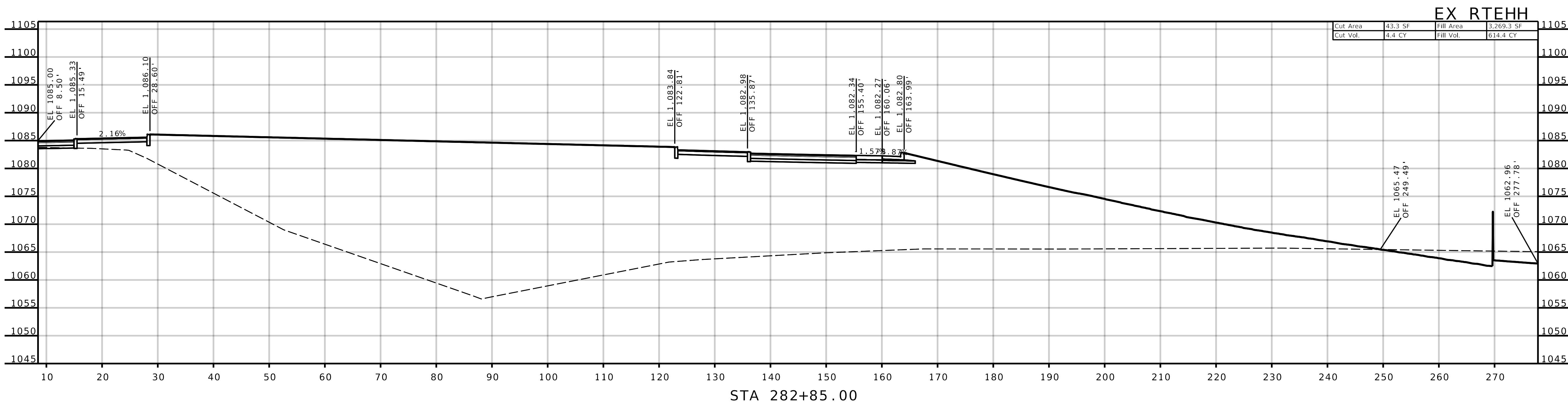
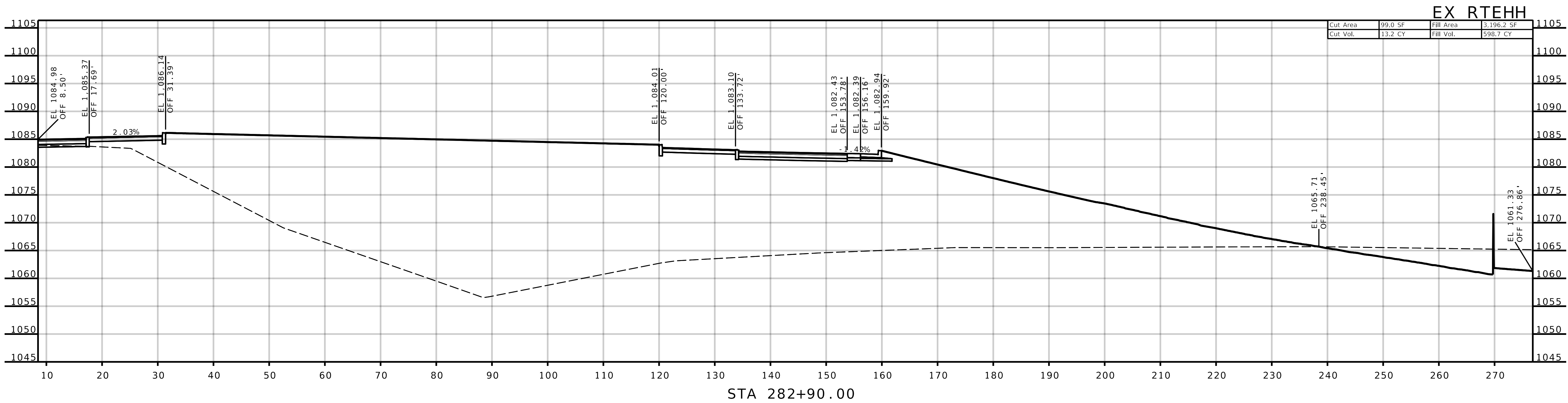
CROSS-SECTIONS

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ROUTE HH (SOUTH SIDE)

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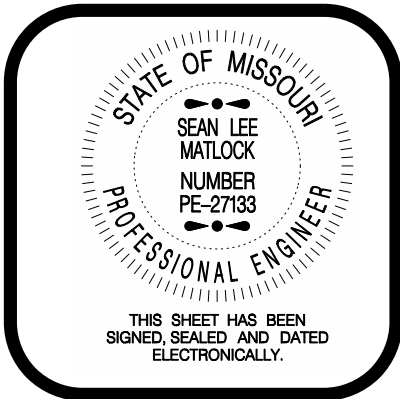
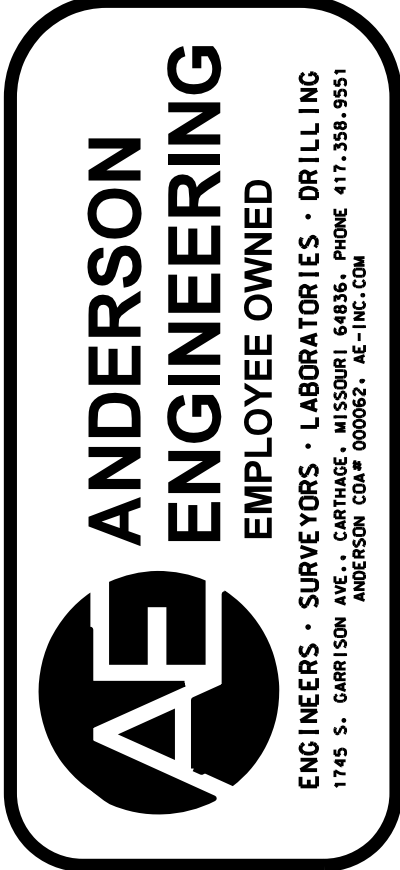
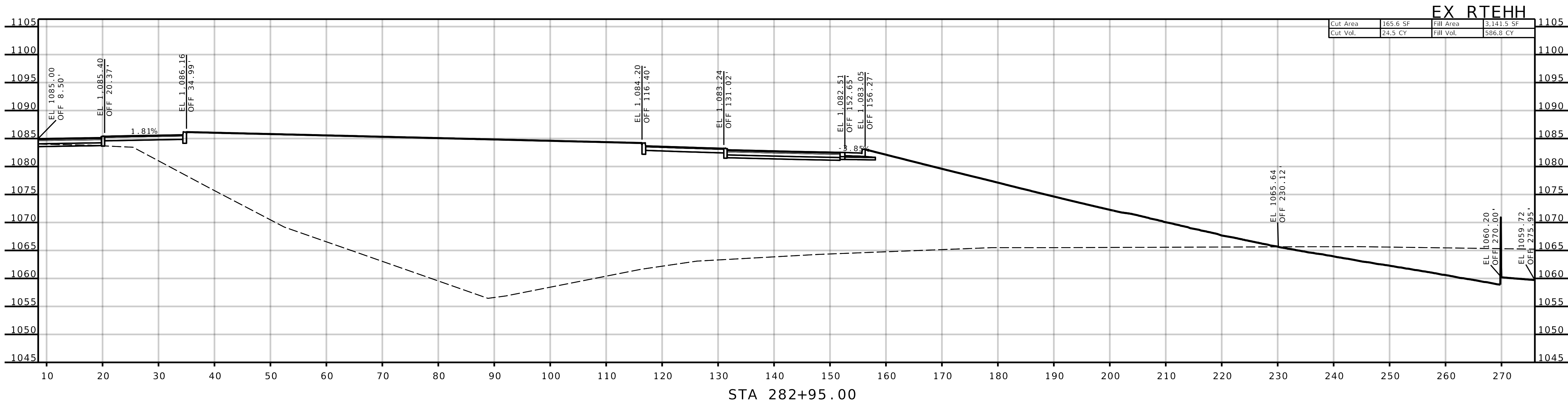
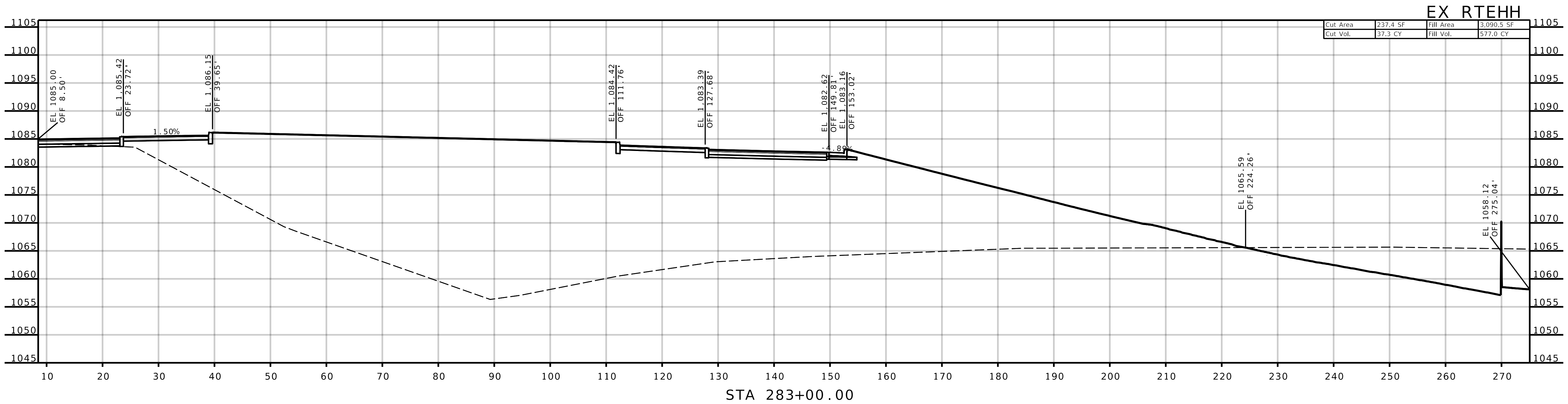
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ROUTE HH (SOUTH SIDE)

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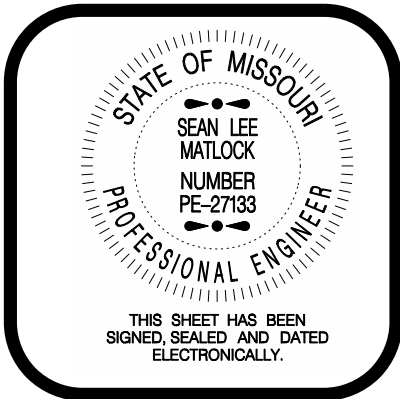
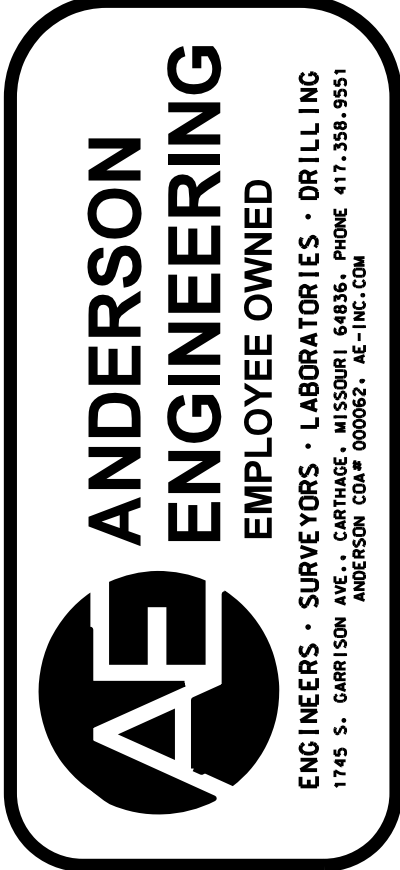
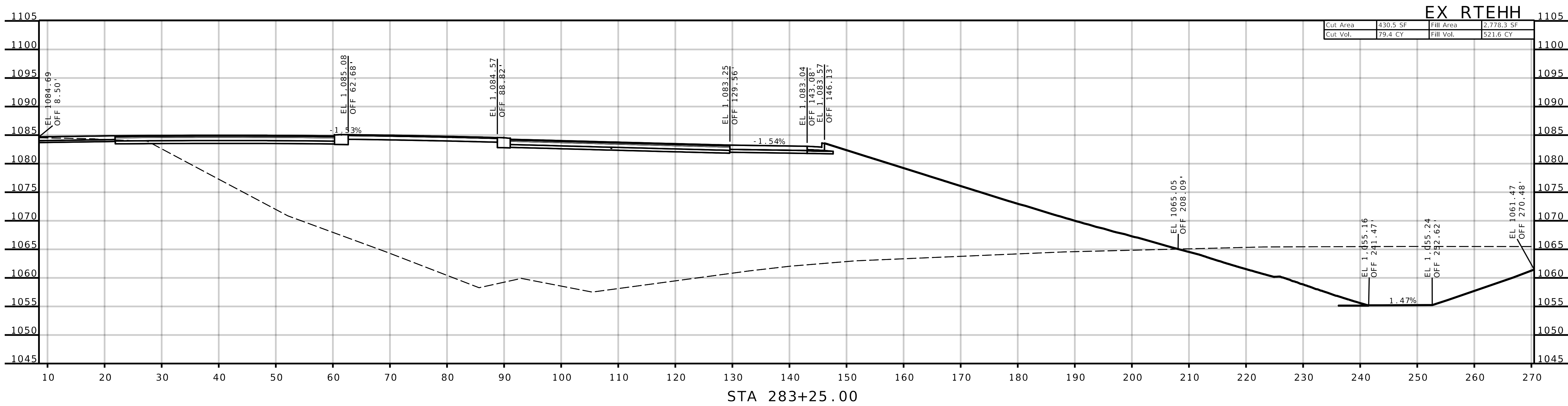
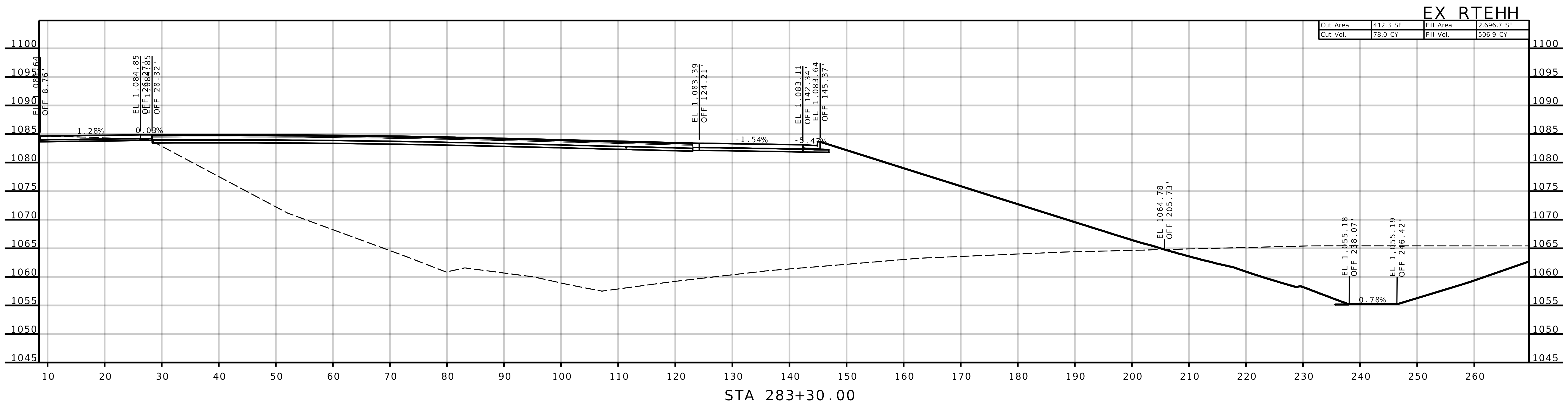
CROSS-SECTIONS

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ROUTE HH (SOUTH SIDE)

SHEET NUMBER

XS-082



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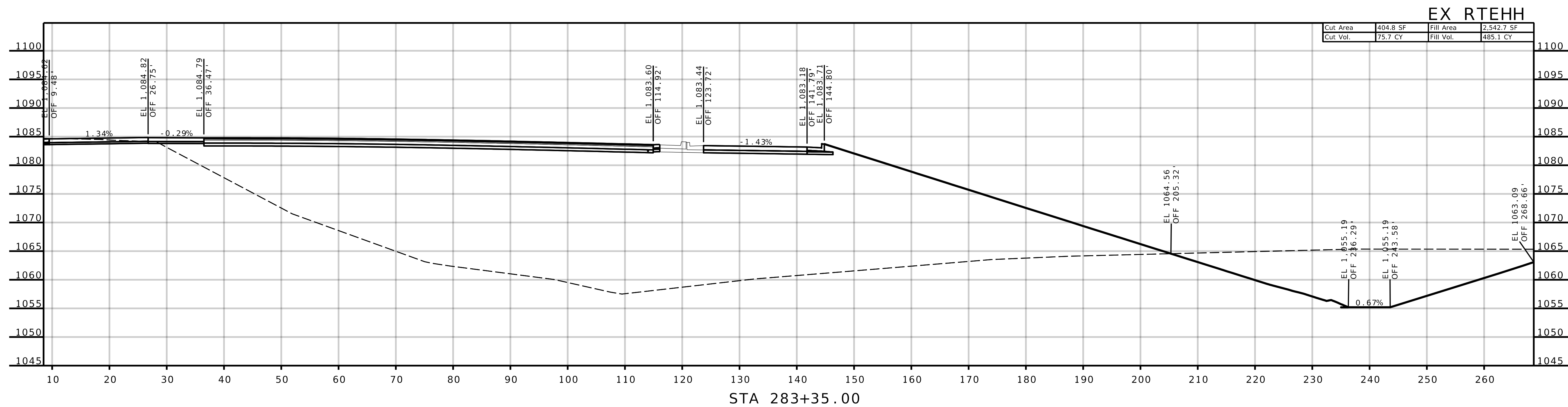
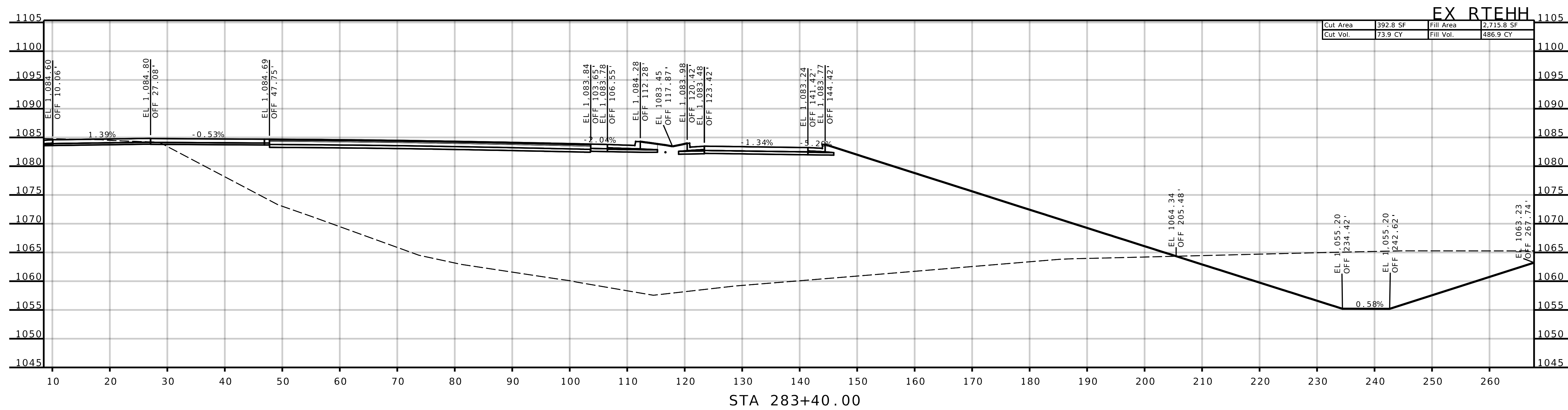
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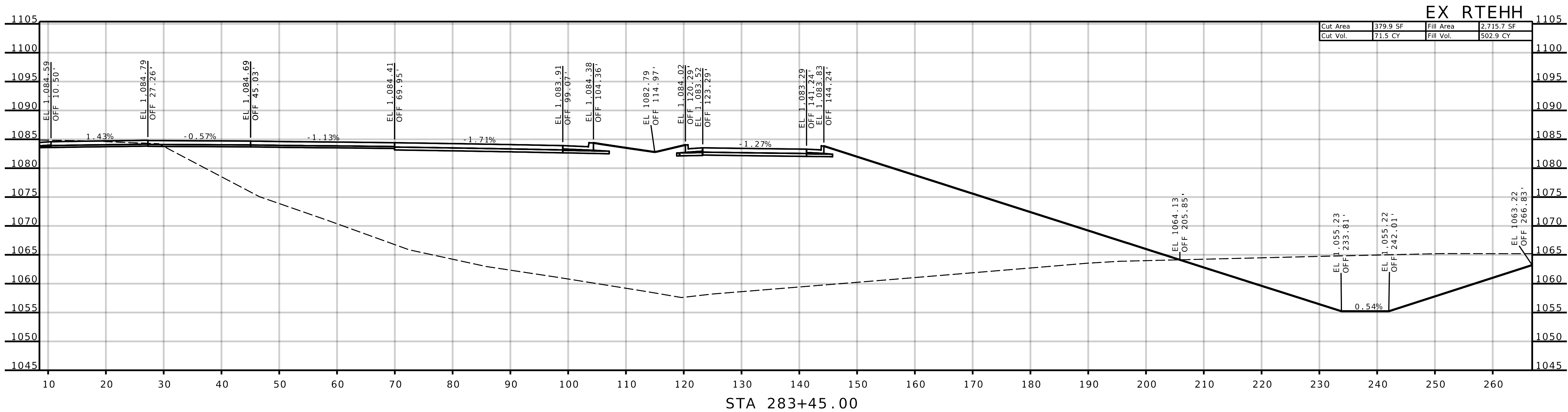
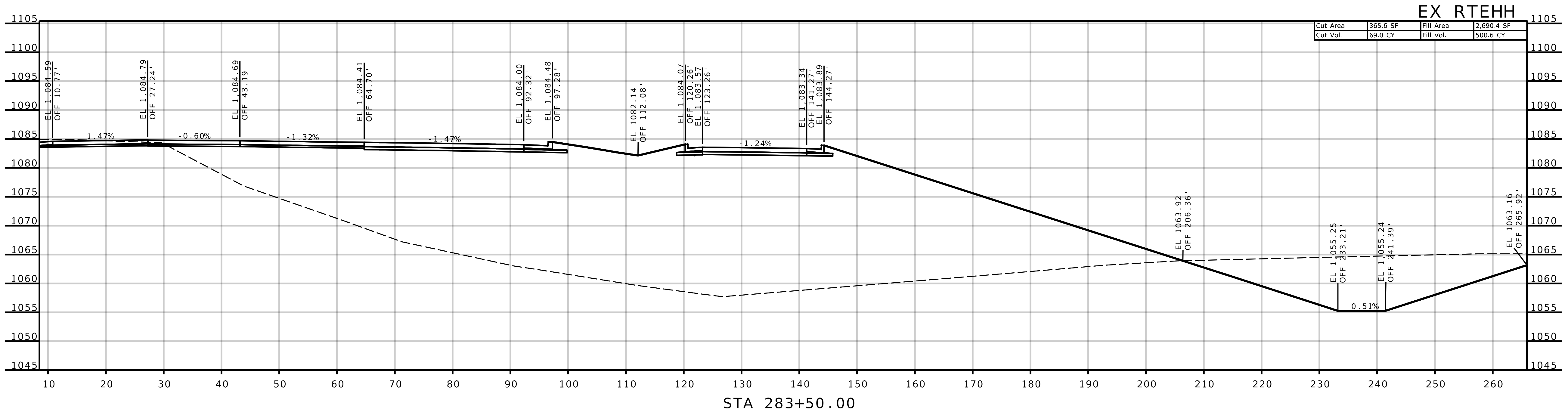
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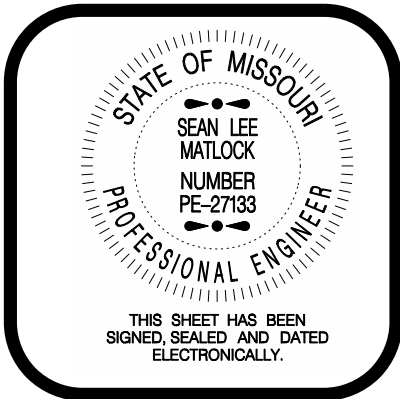
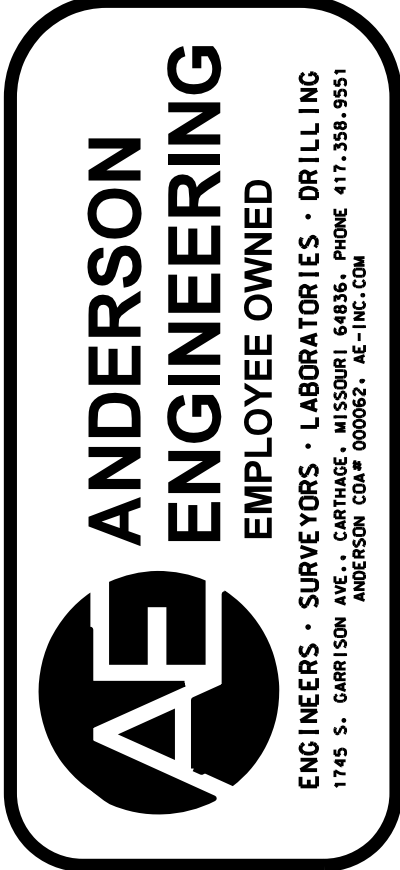
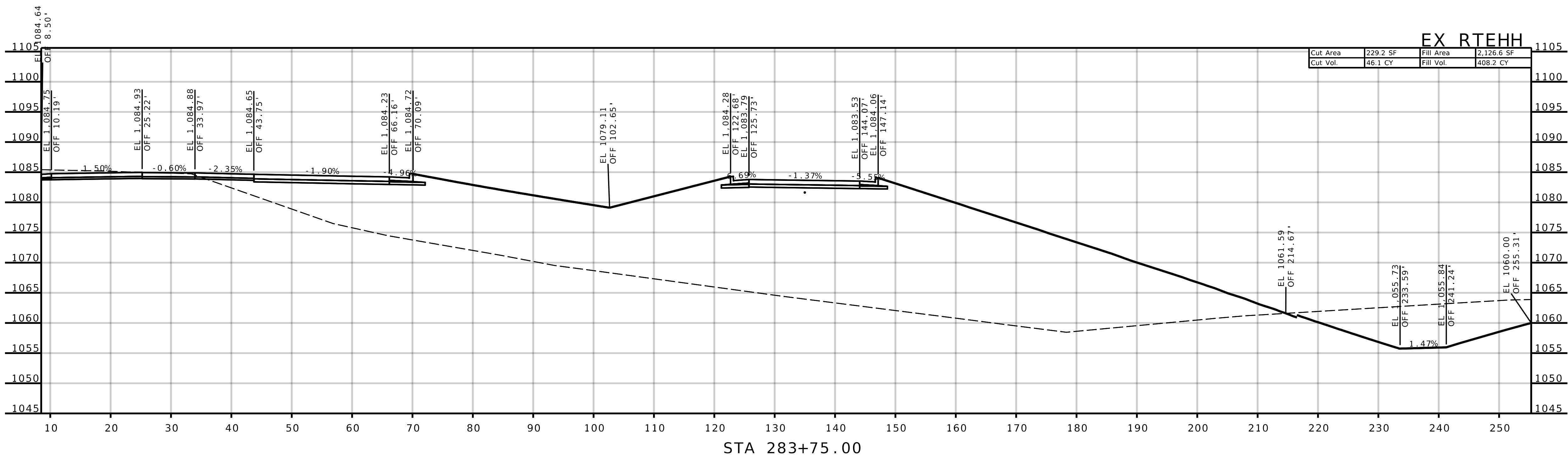
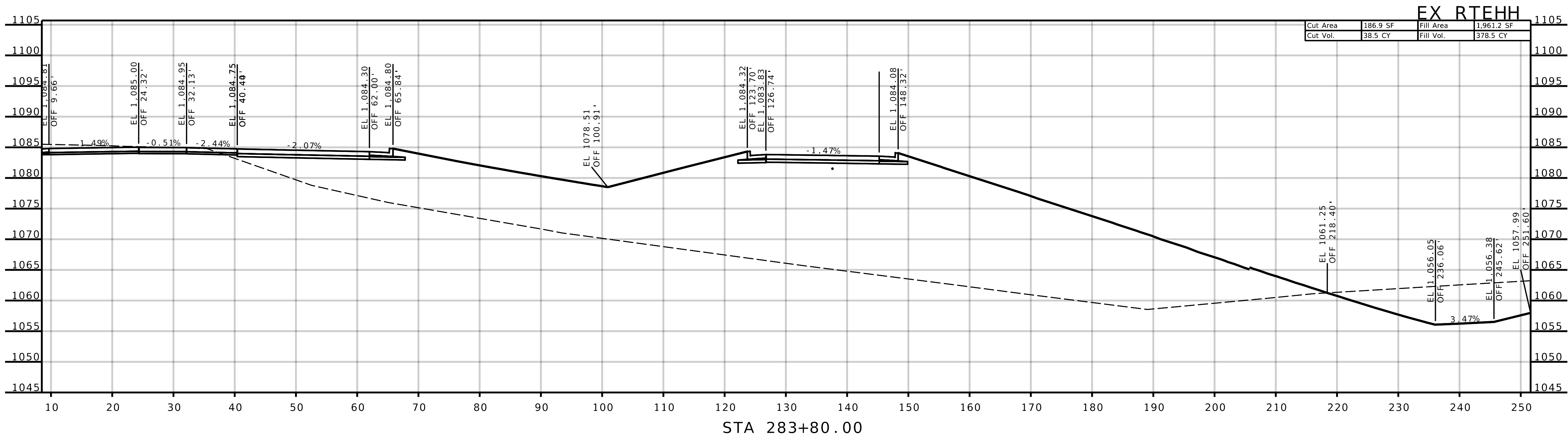
ROUTE HH (SOUTH SIDE)

SHEET NUMBER

XS-085

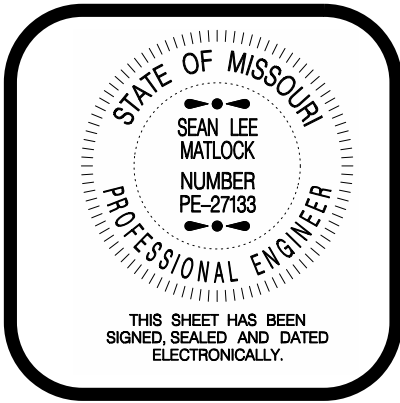
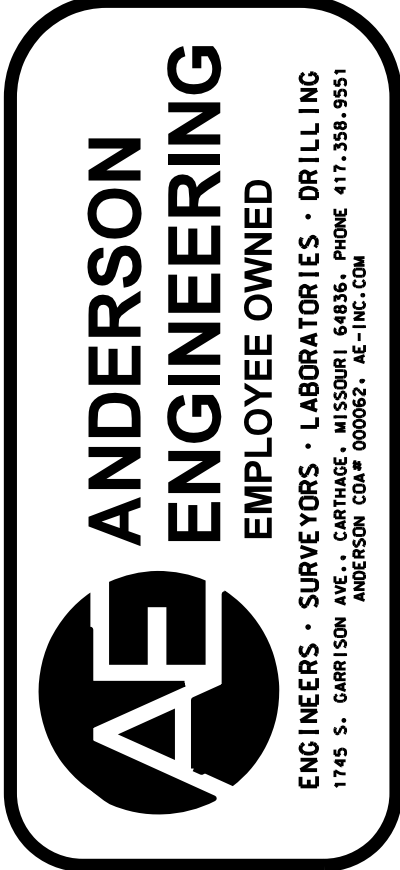
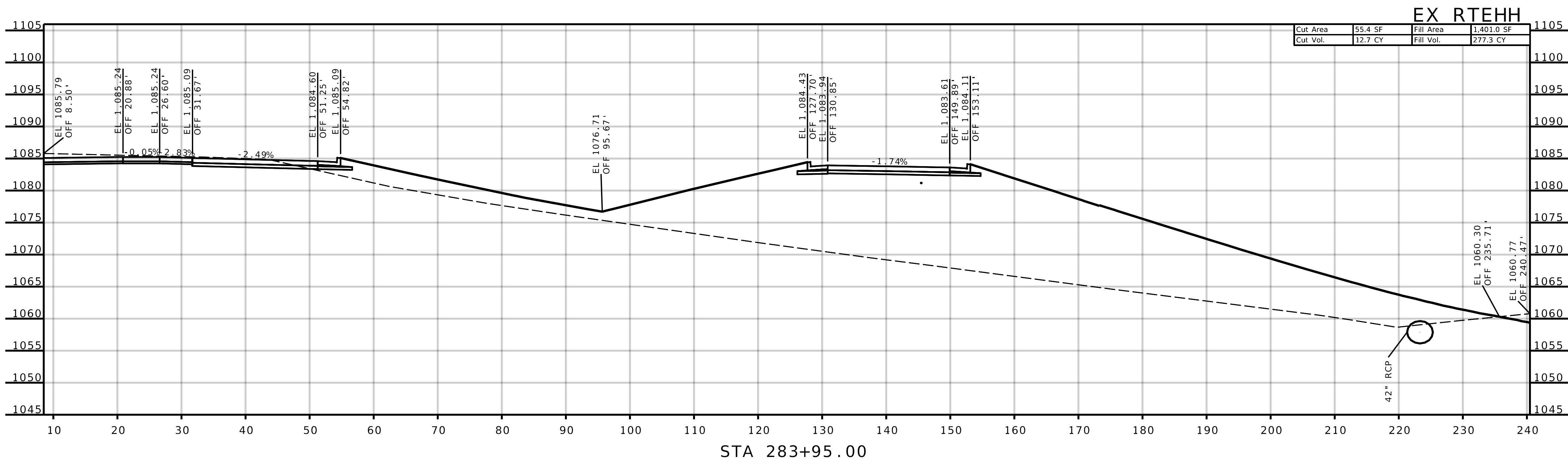
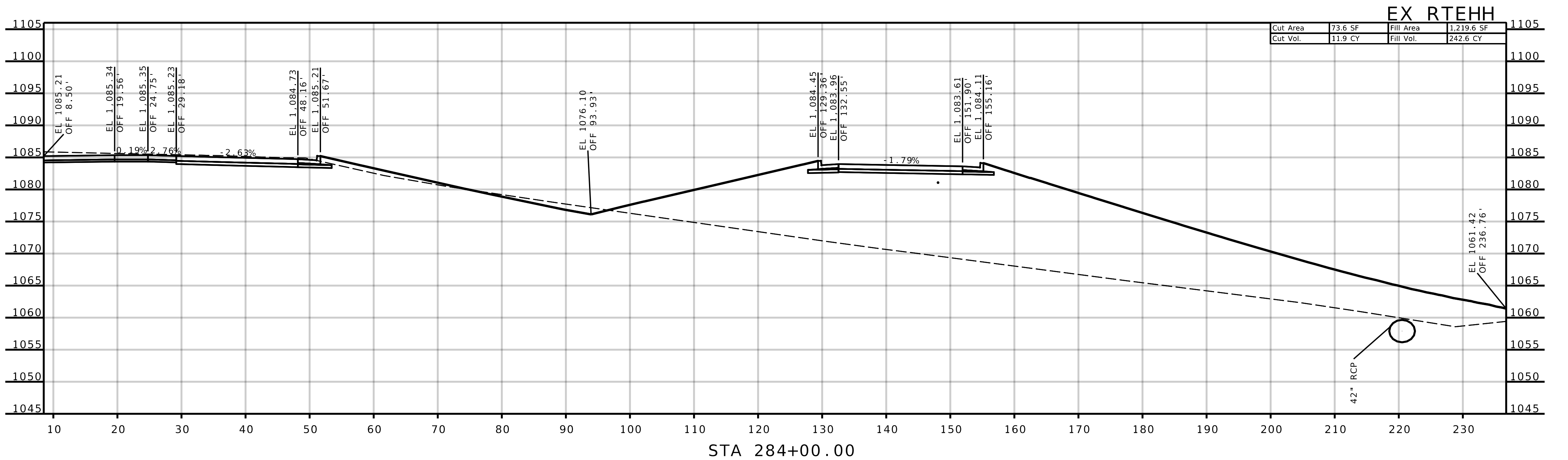






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	CROSS-SECTIONS
XS-090	SEC 16 & 21, T28N, R31W
	ROUTE HH (SOUTH SIDE)



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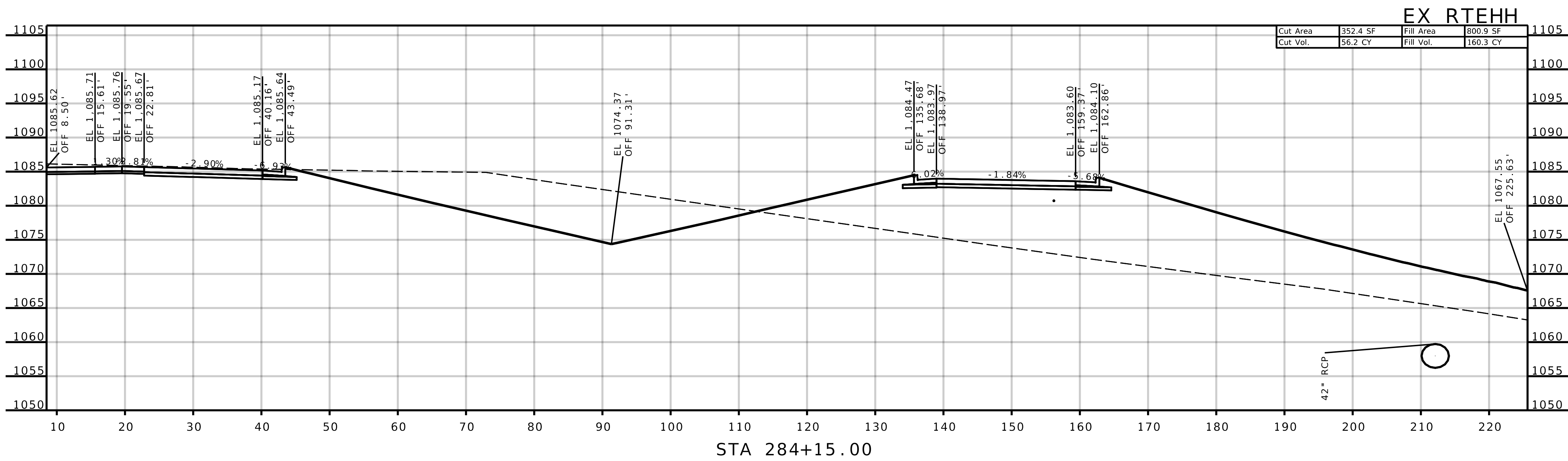
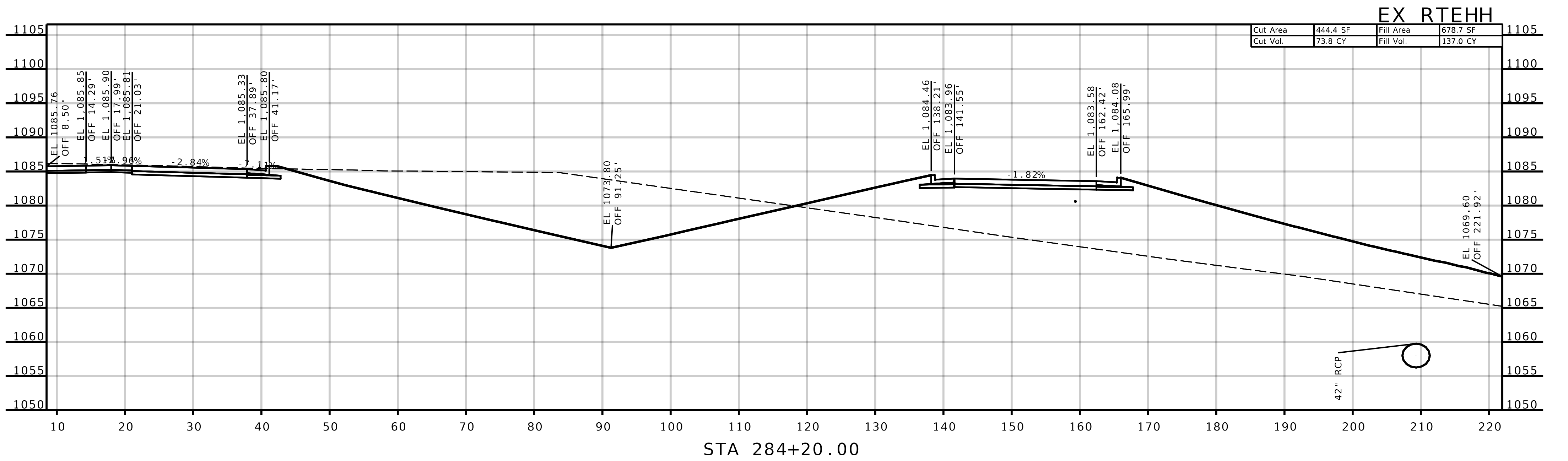
CROSS-SECTIONS

SEC 16 & 21, T28N, R31W

ROUTE HH (SOUTH SIDE)

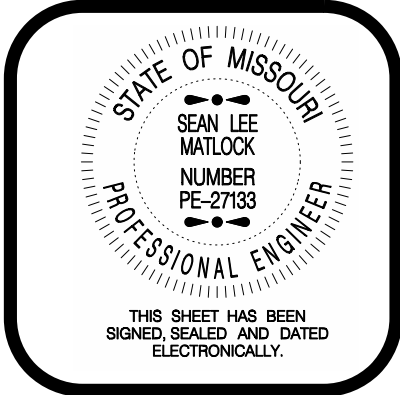
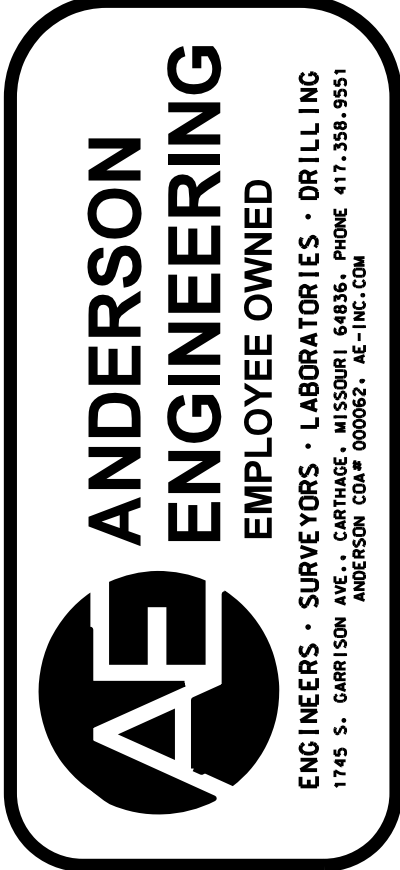
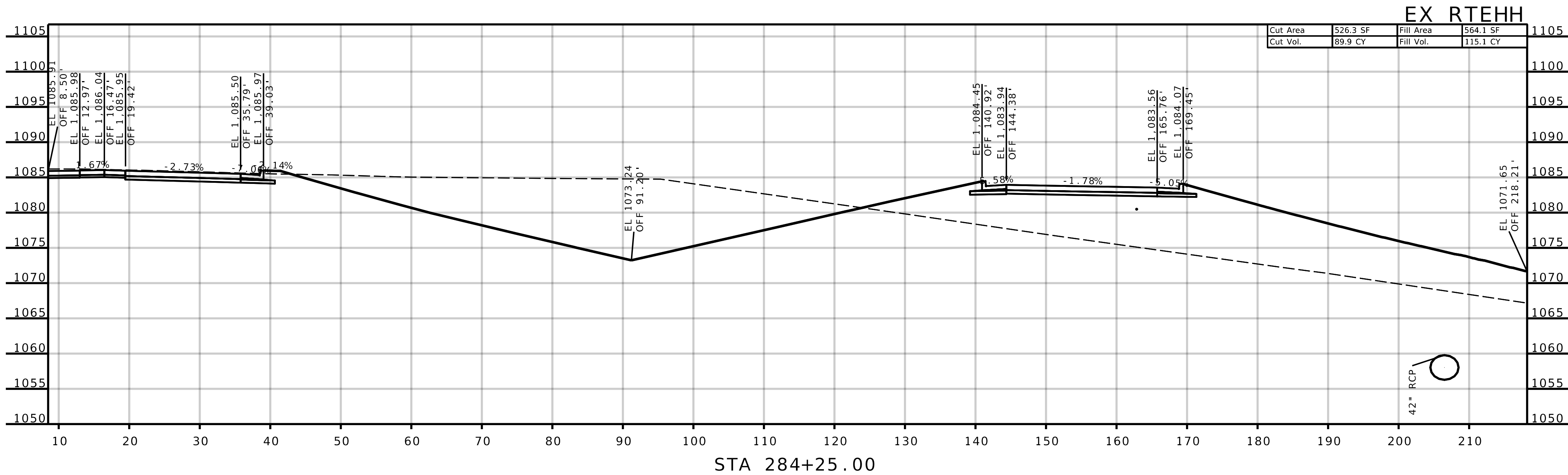
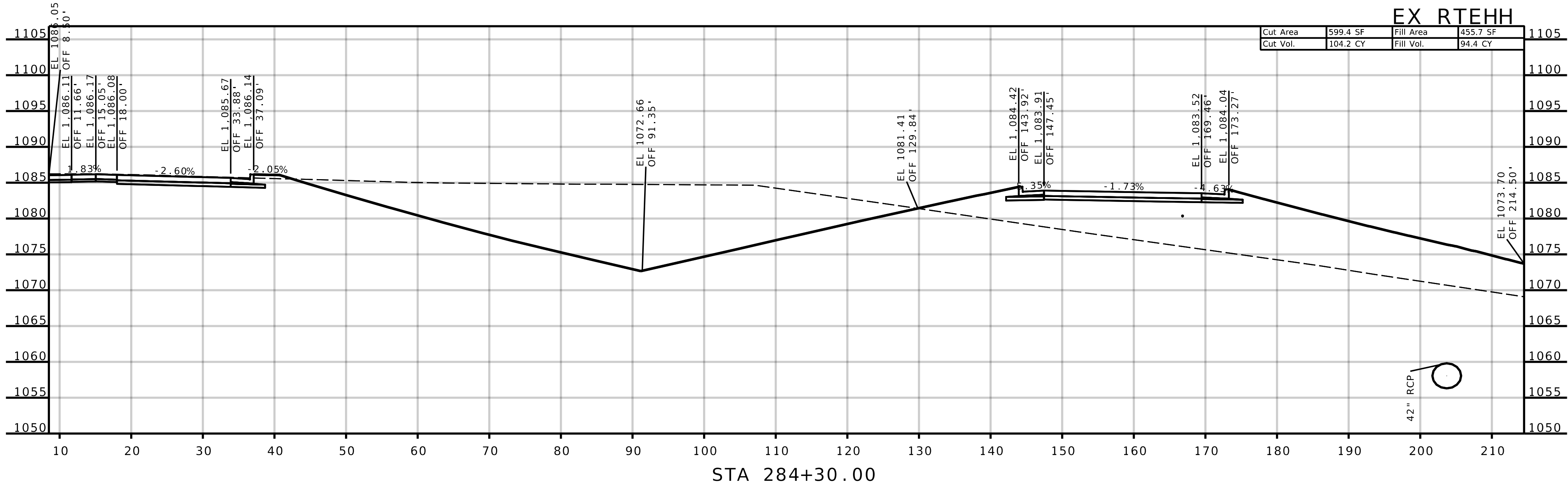
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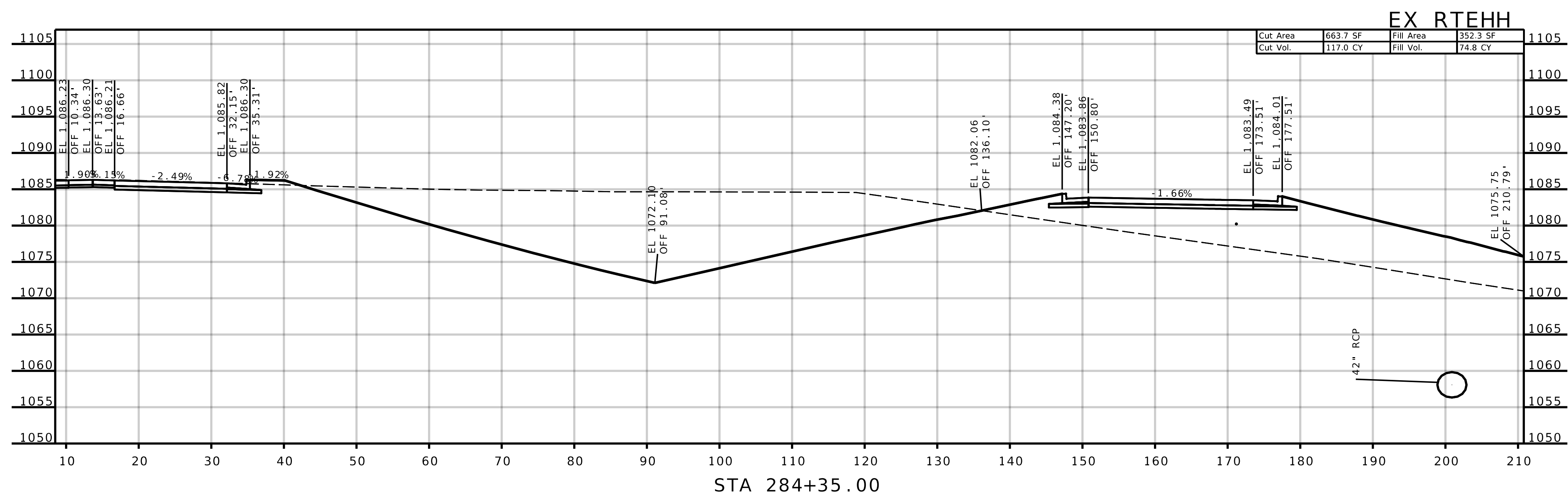
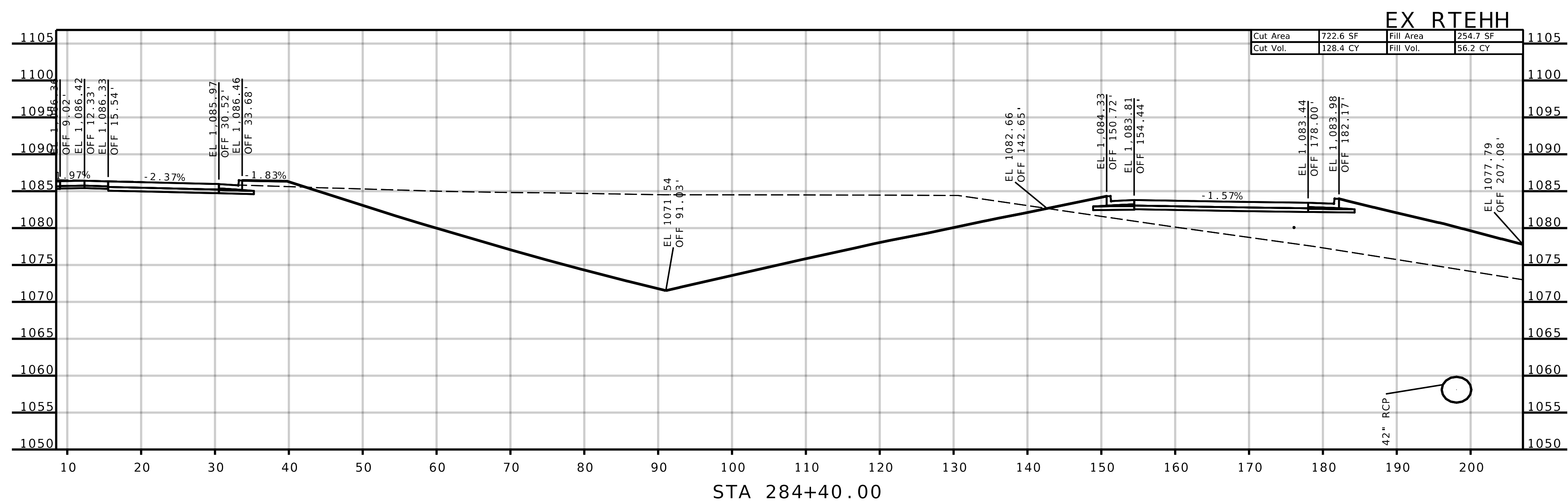
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ROUTE HH (SOUTH SIDE)

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SEAN LEE
MATLOCK

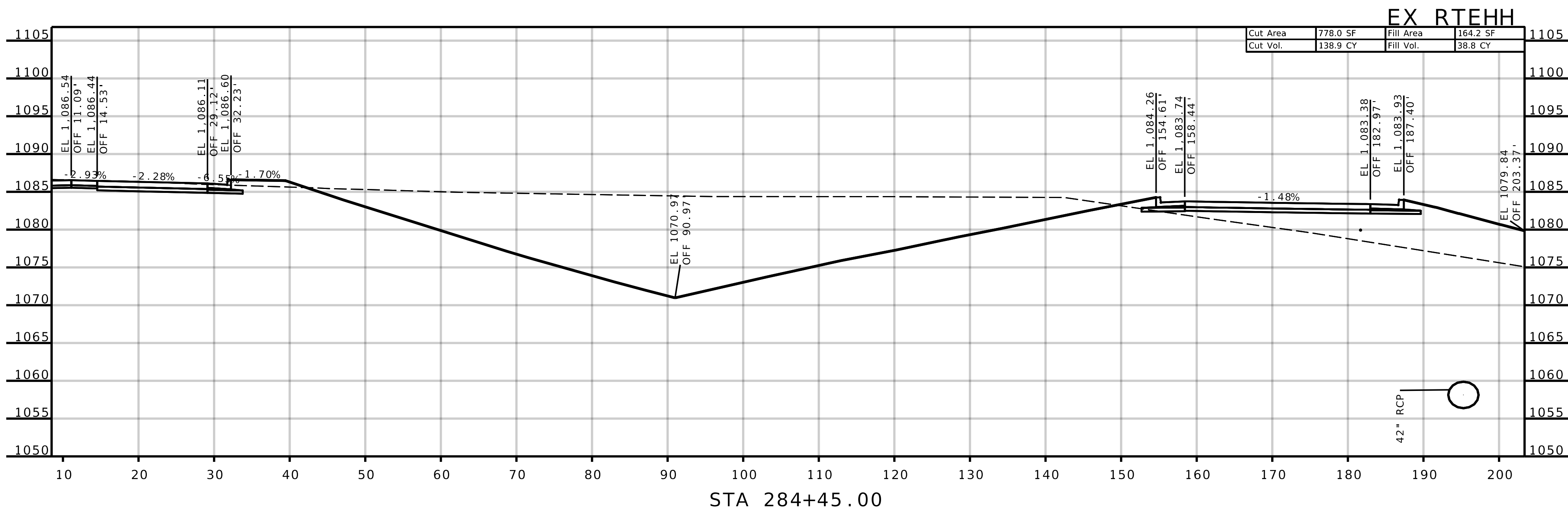
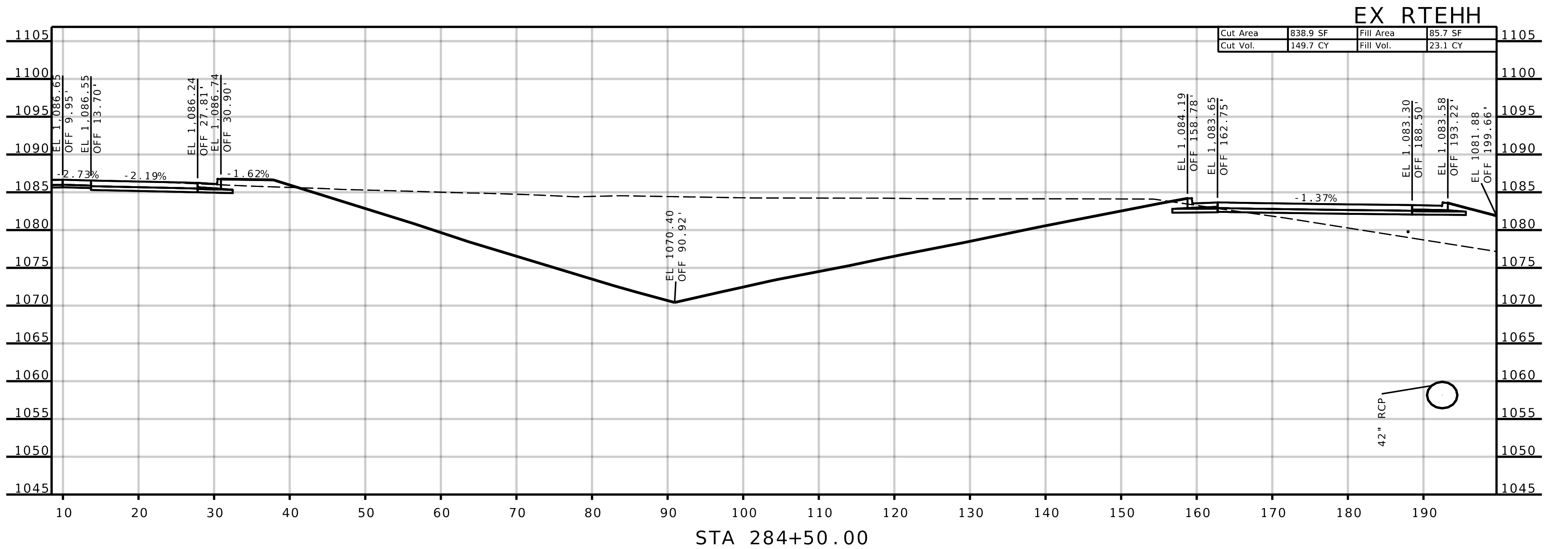
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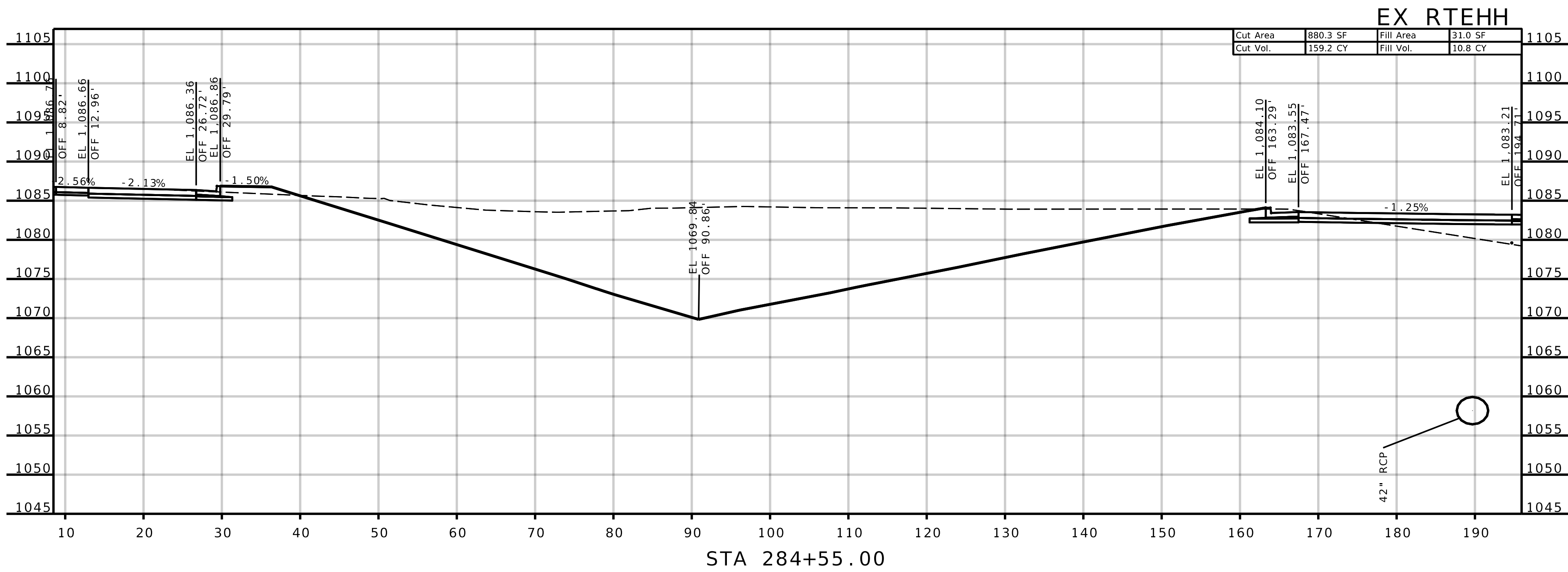
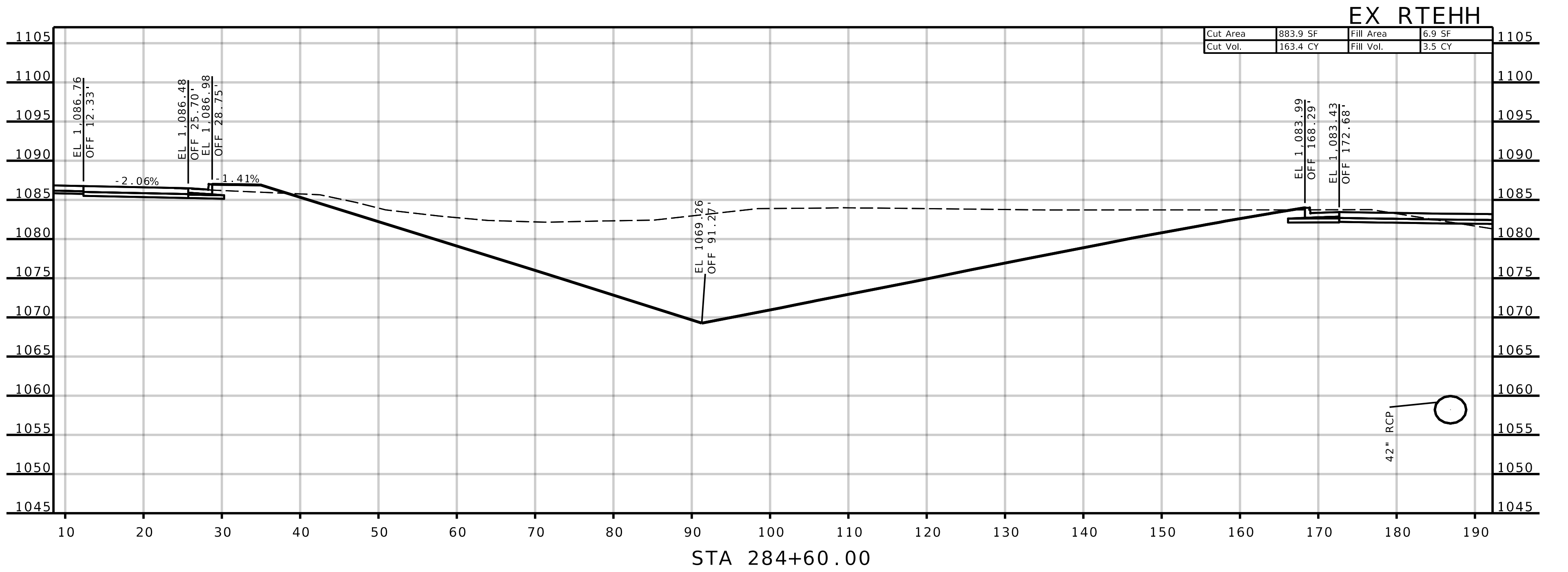
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NUMBER
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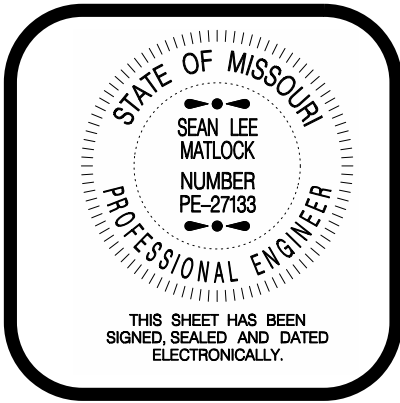
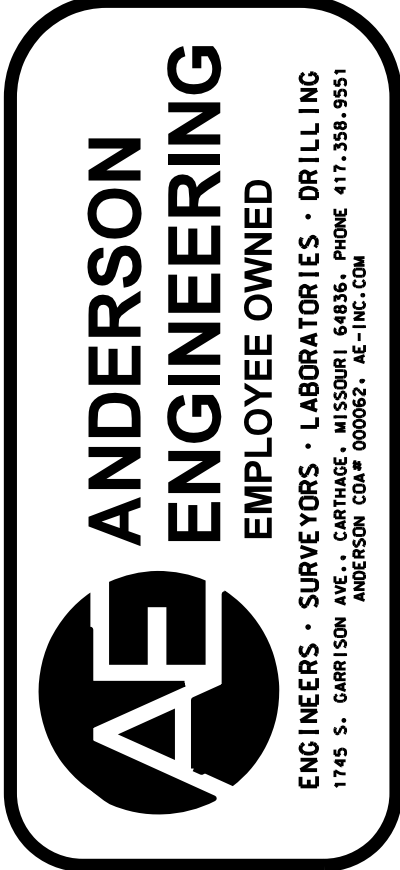
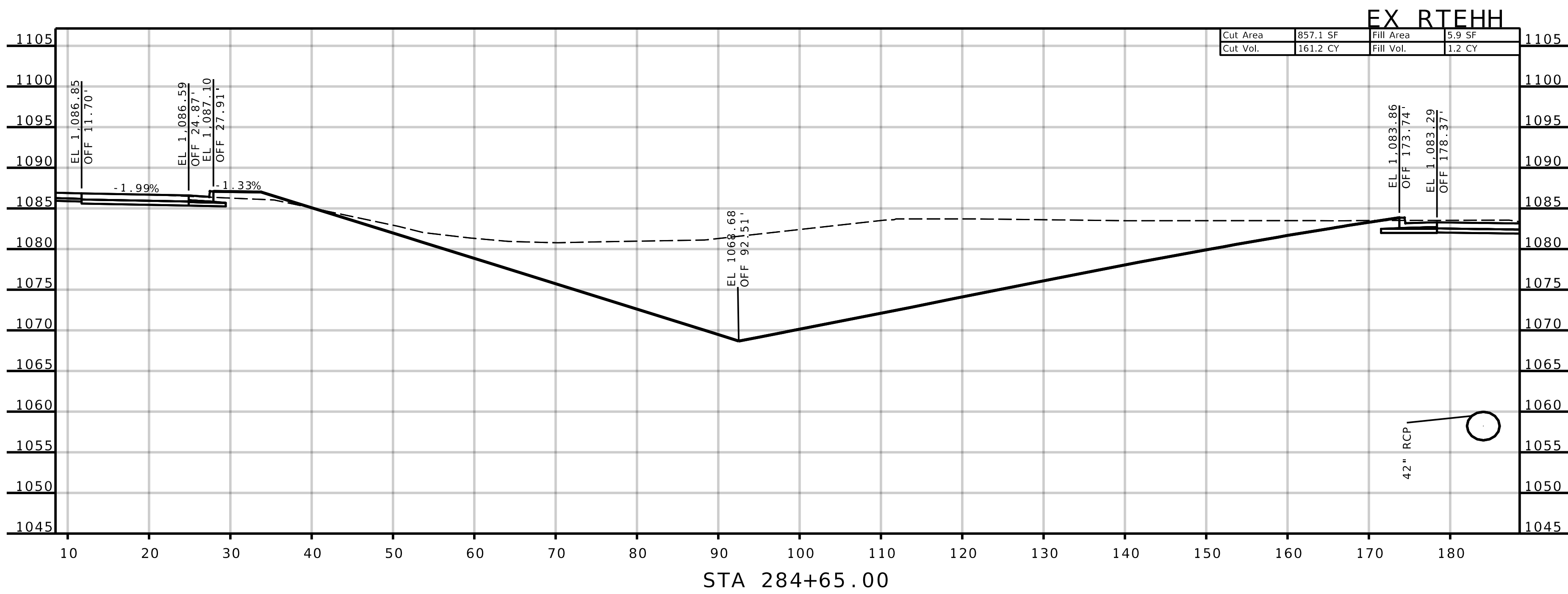
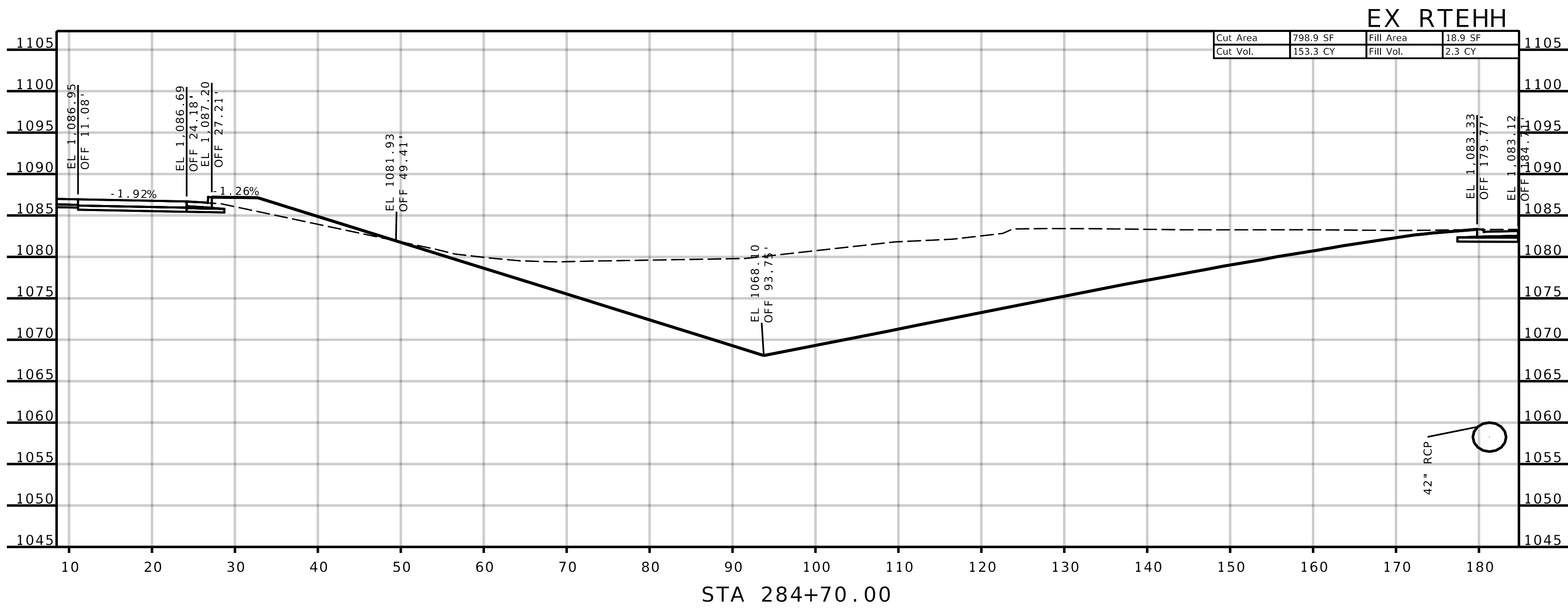
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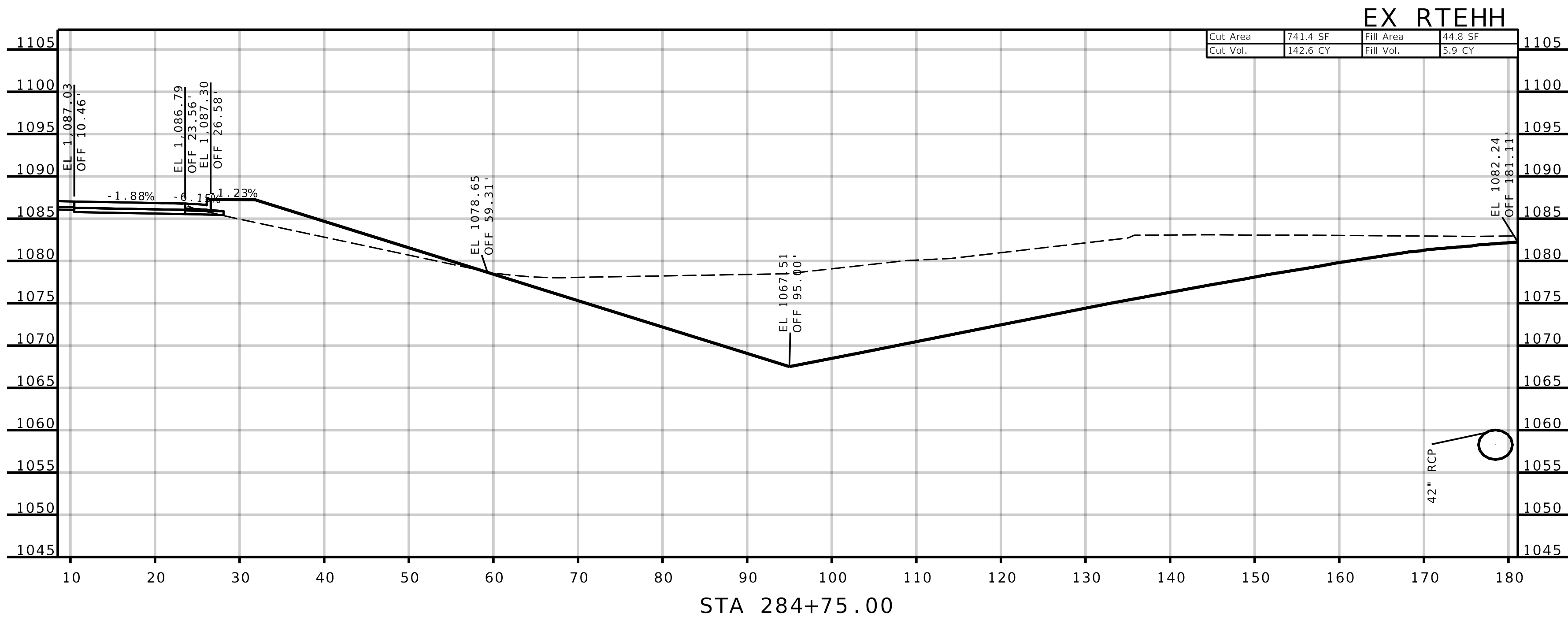
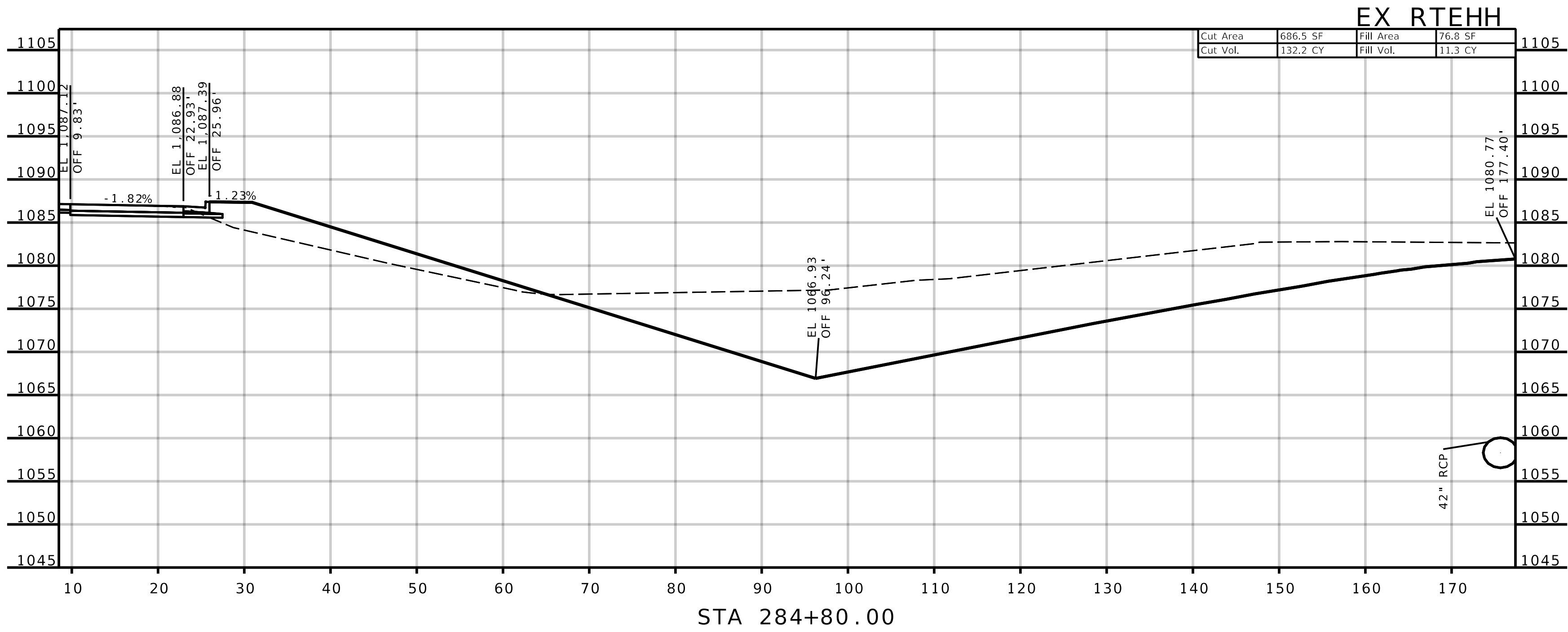
JASPER COUNTY, MISSOURI

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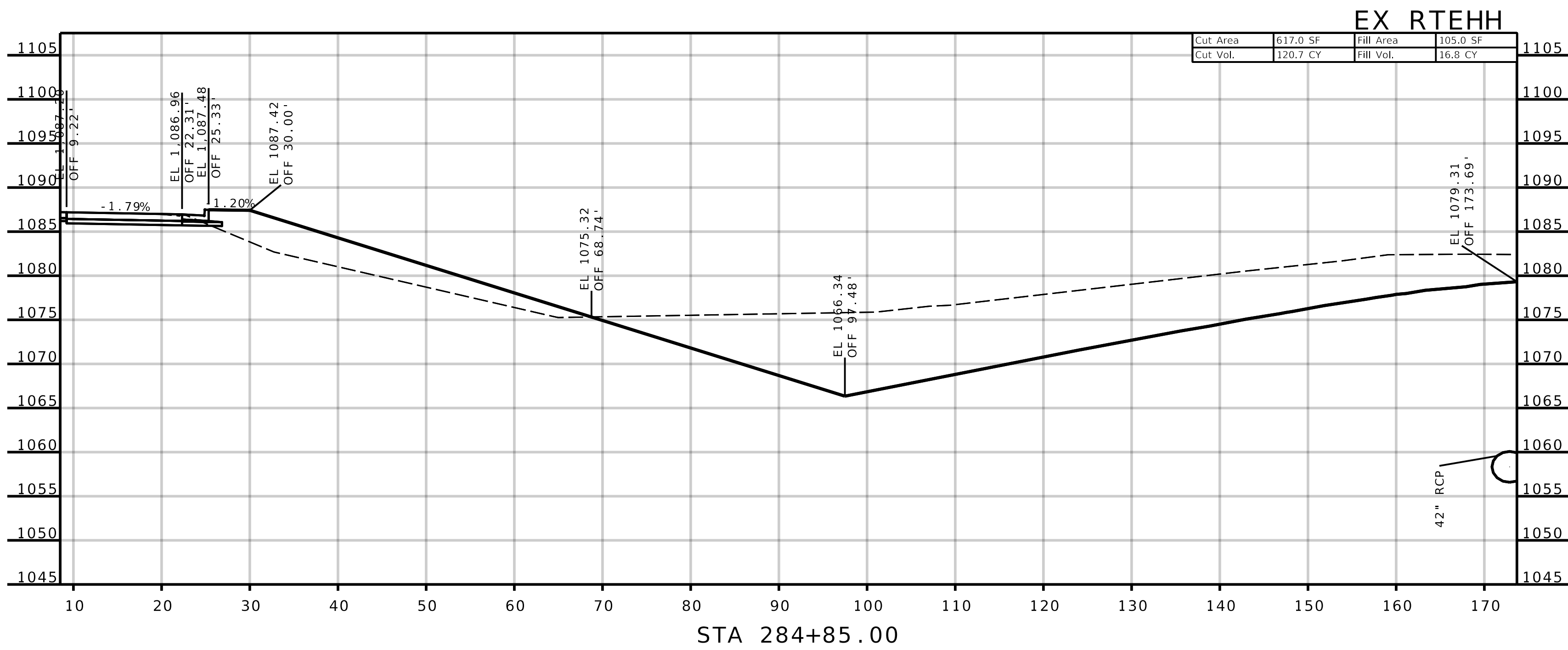
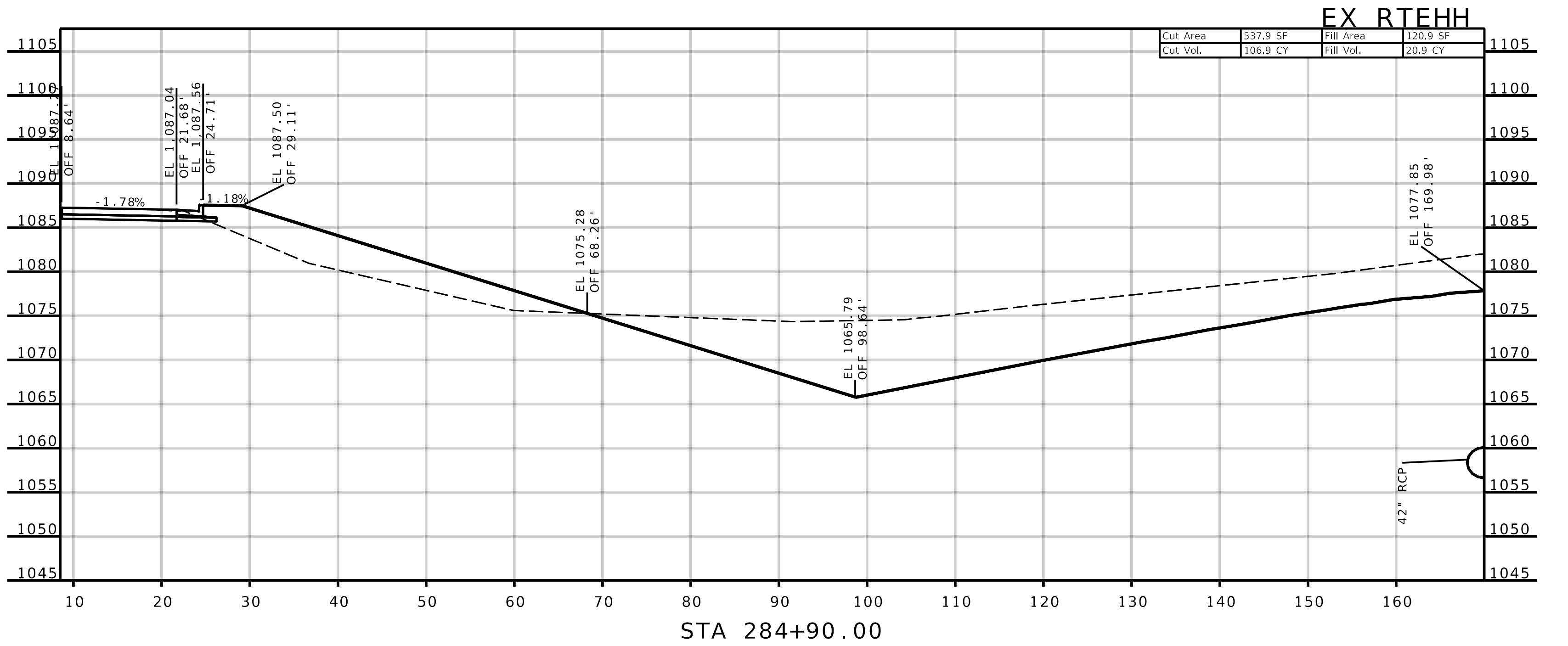
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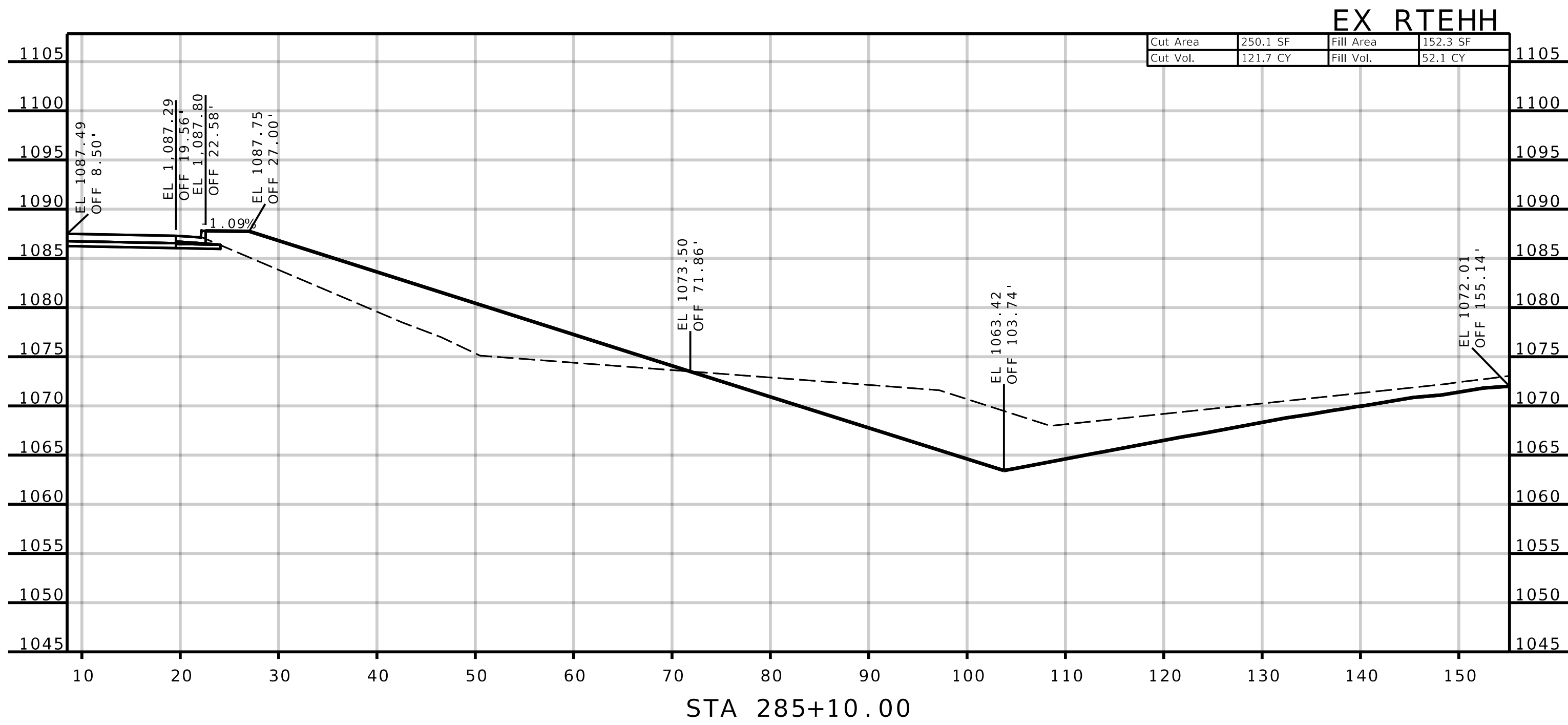
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Cut Area	Fill Area

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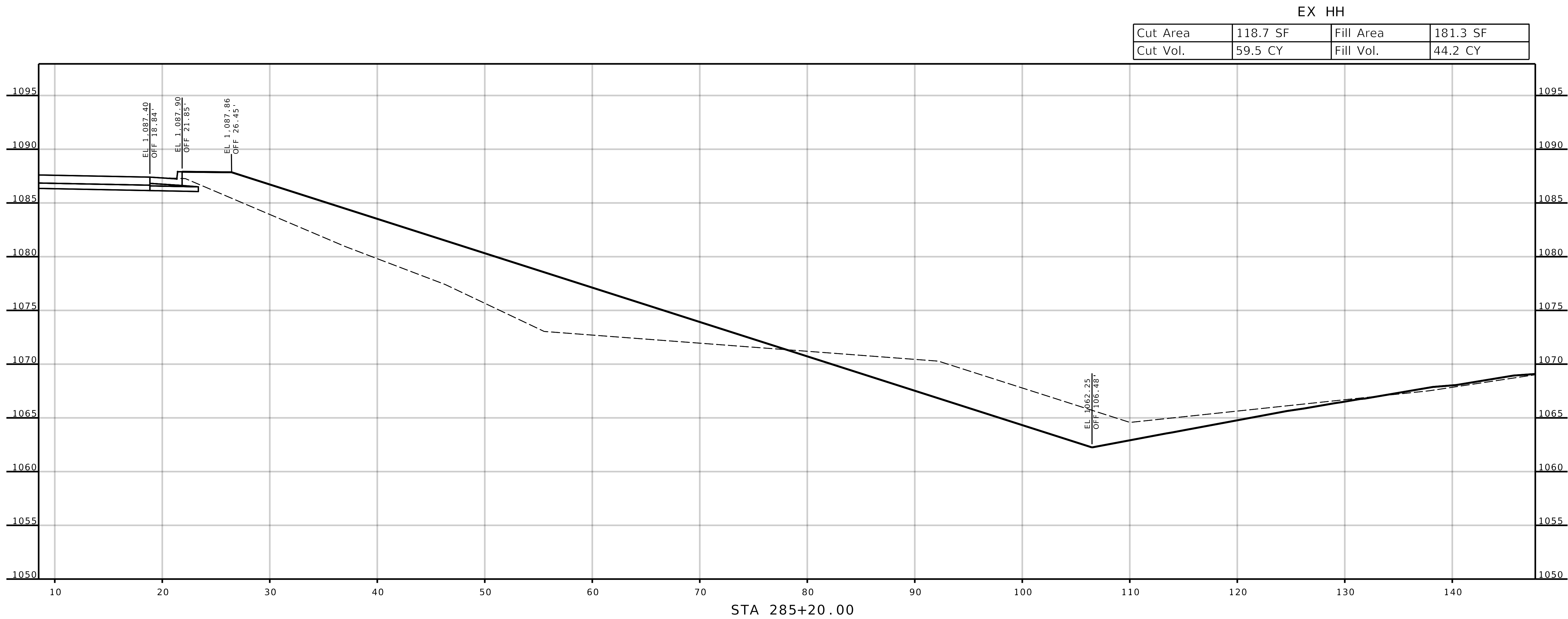
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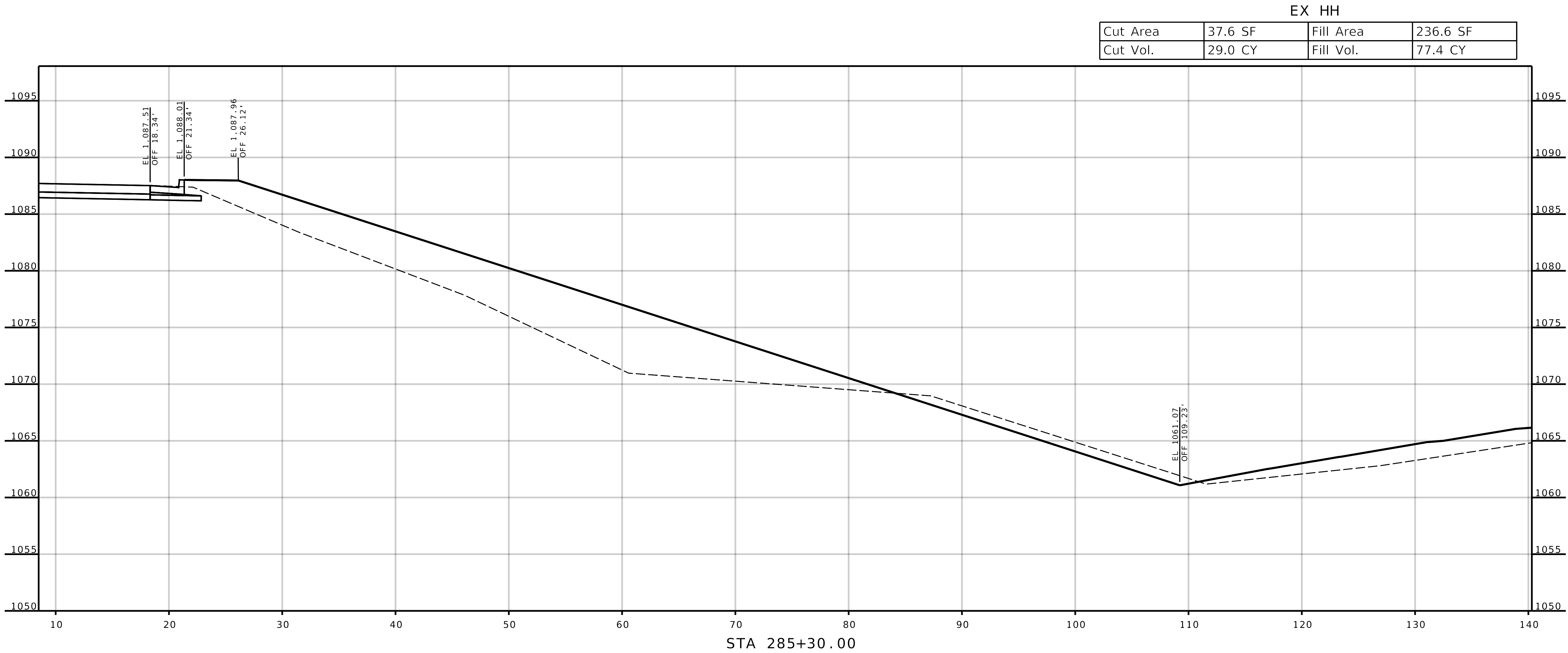
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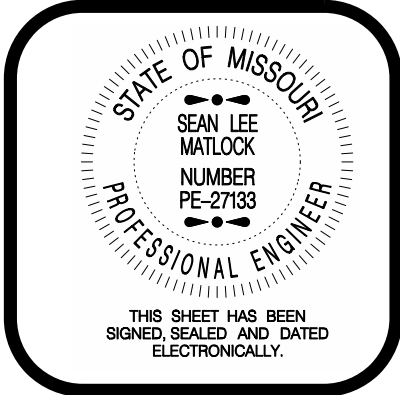
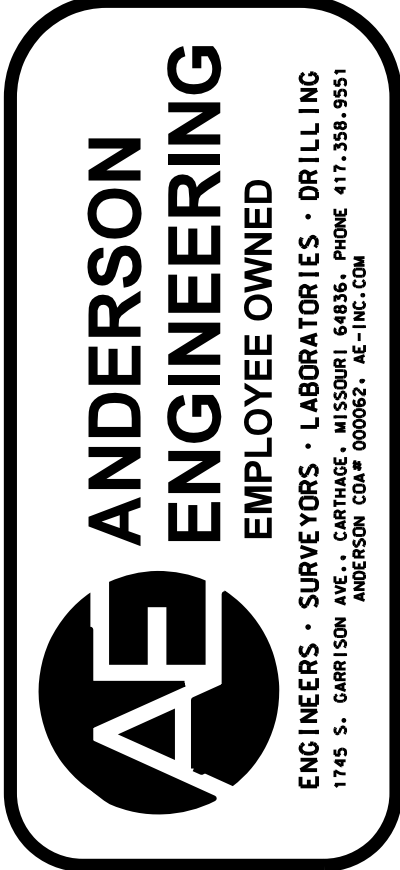
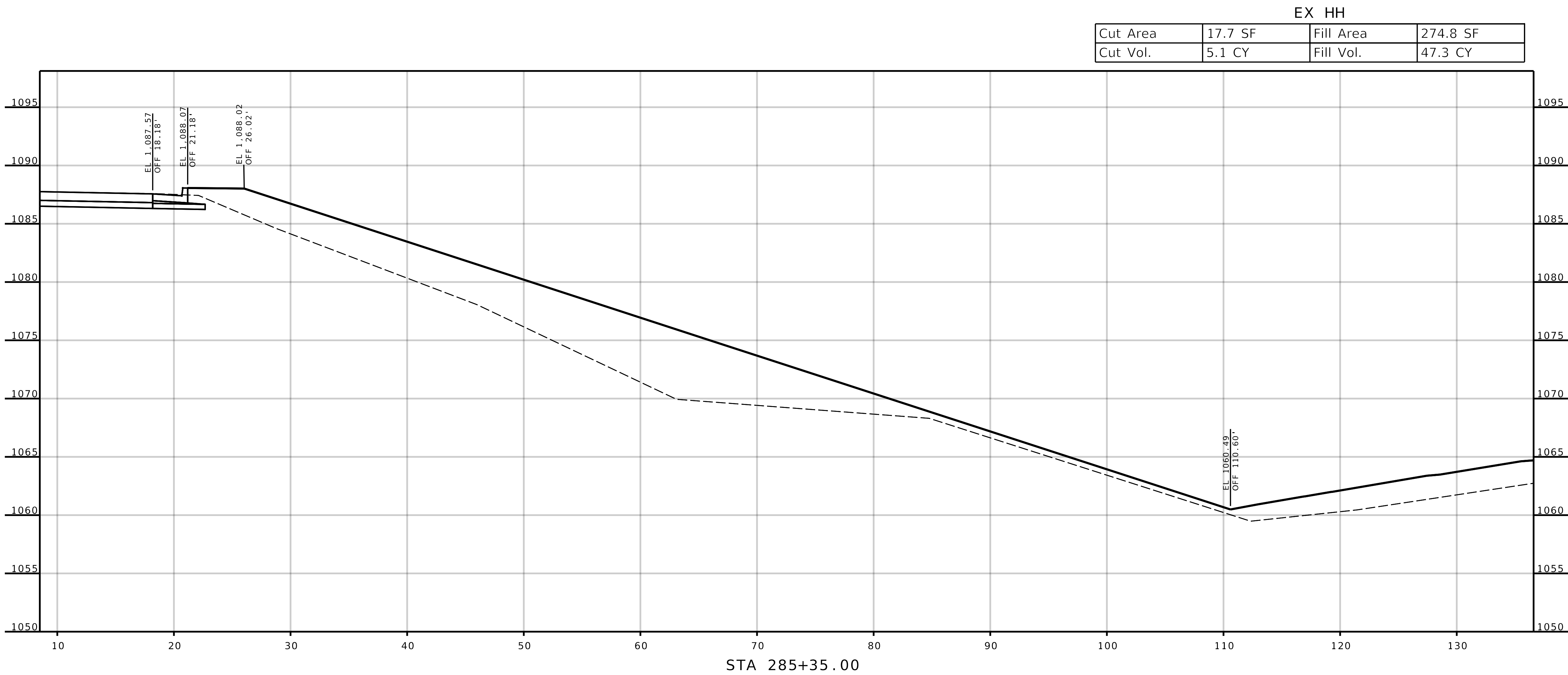
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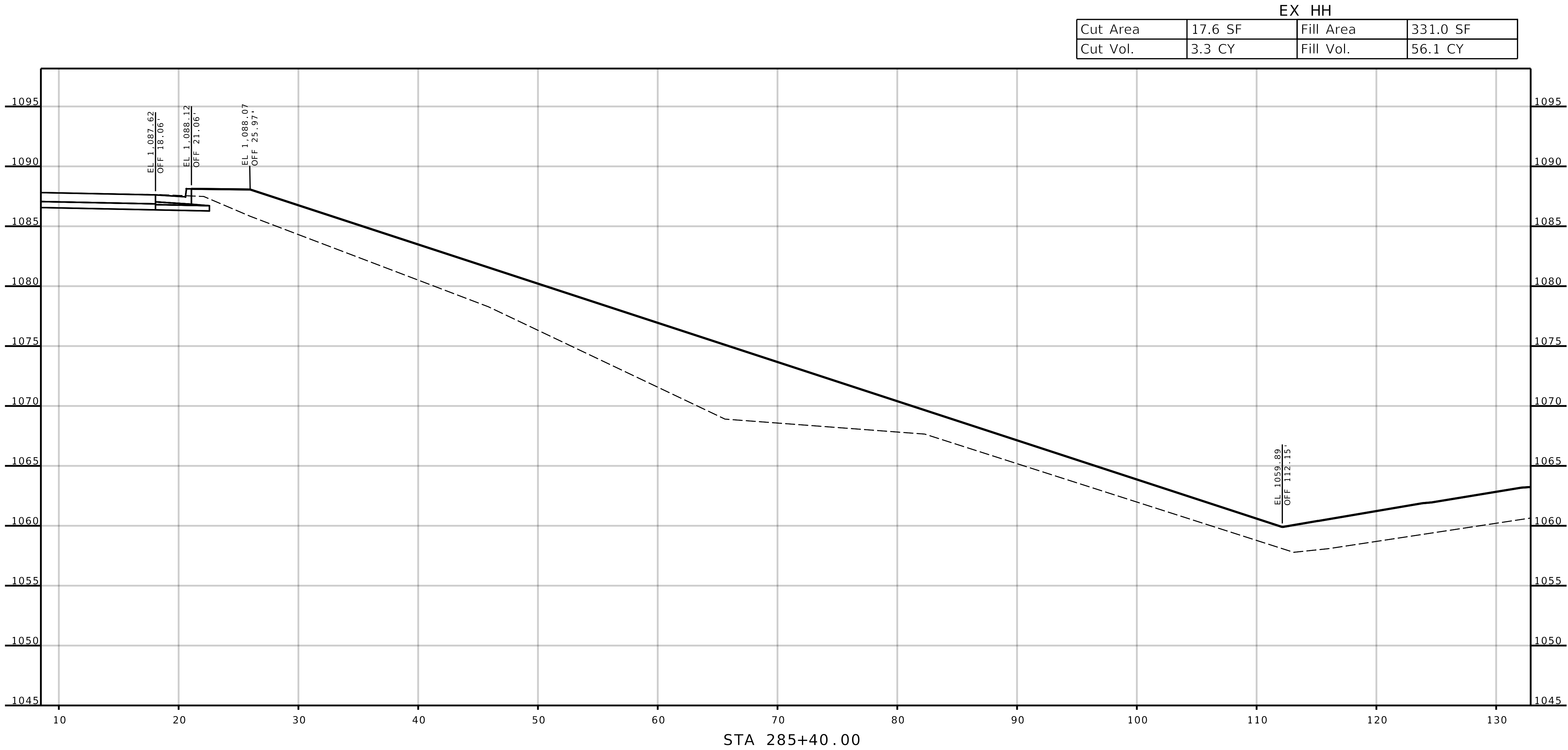


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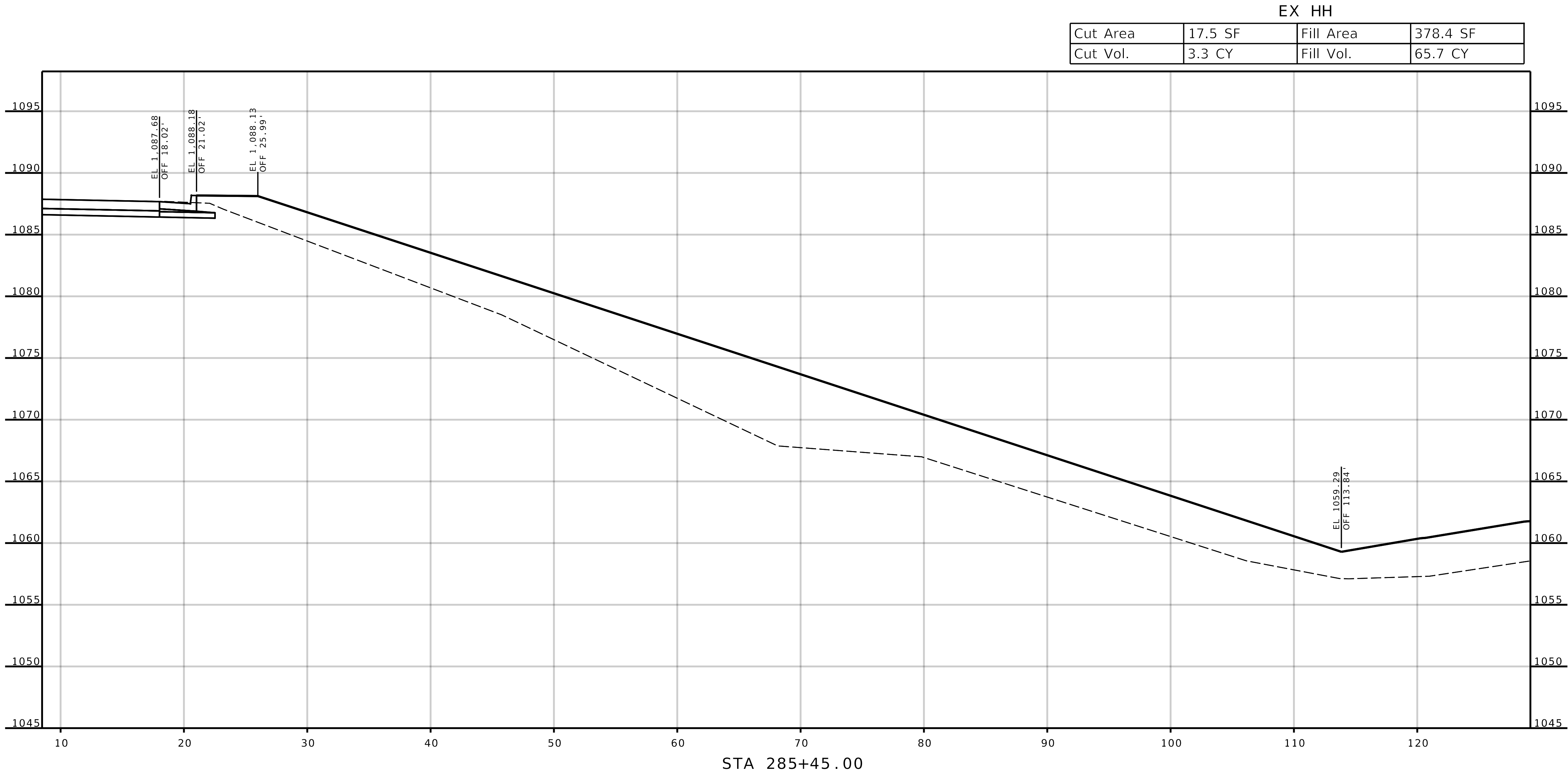
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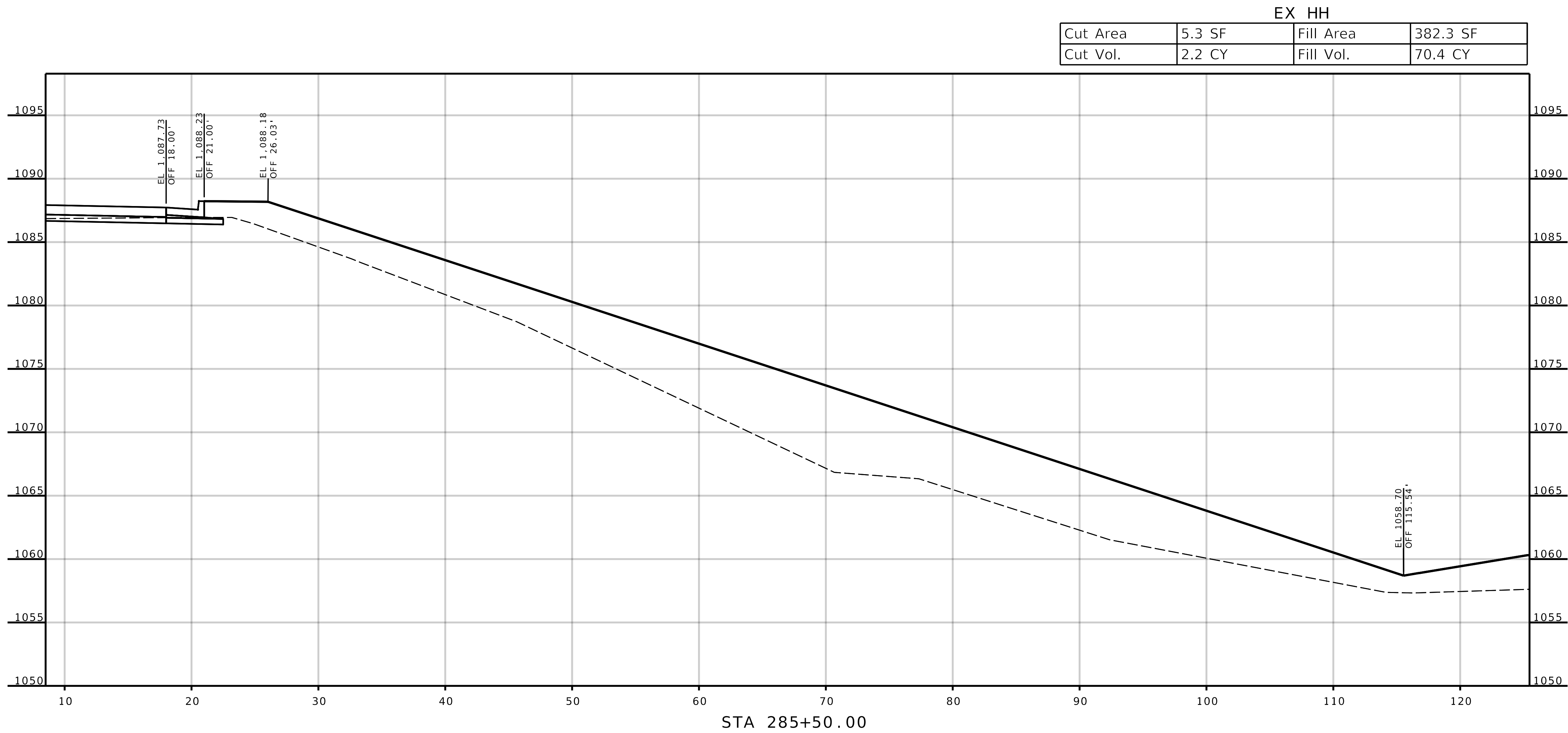
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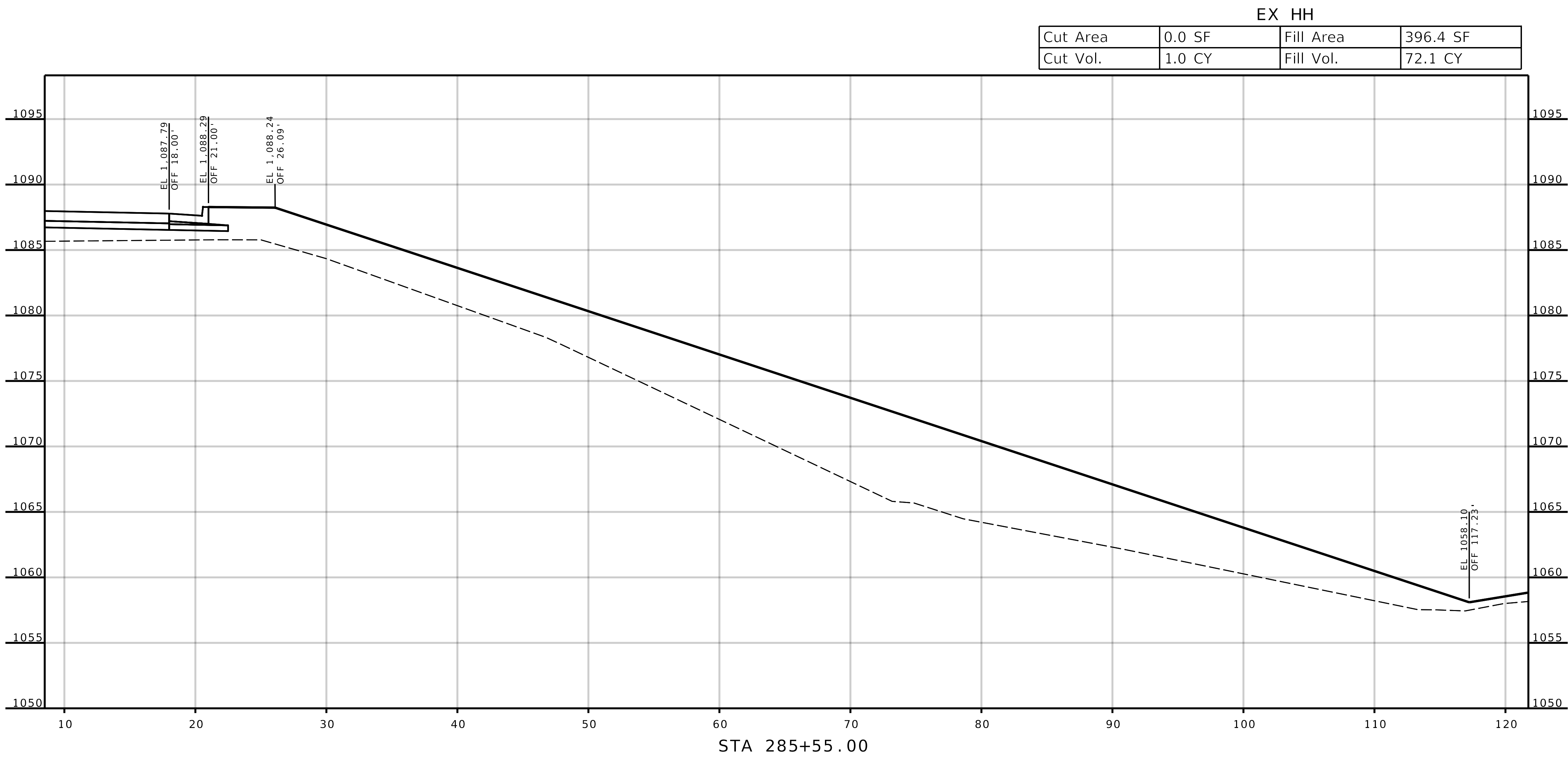
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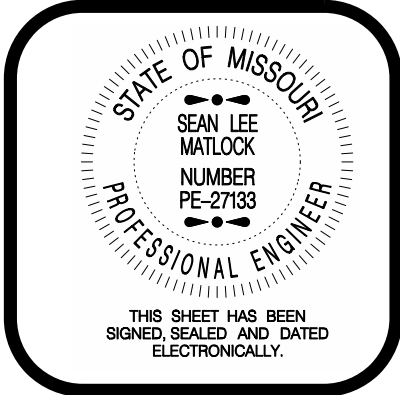
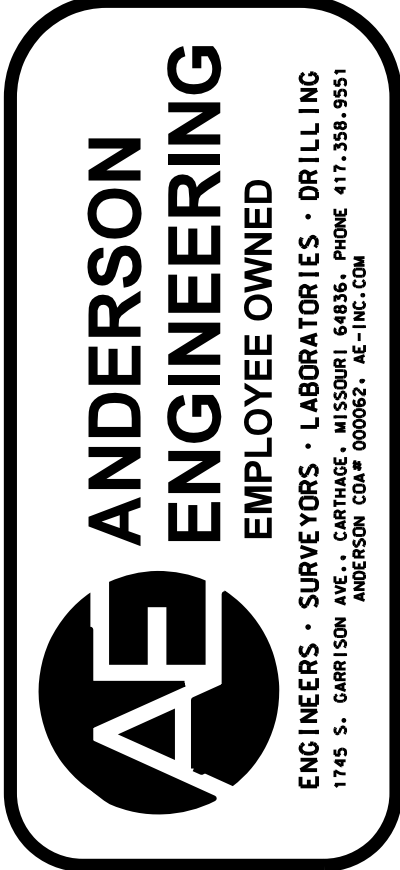
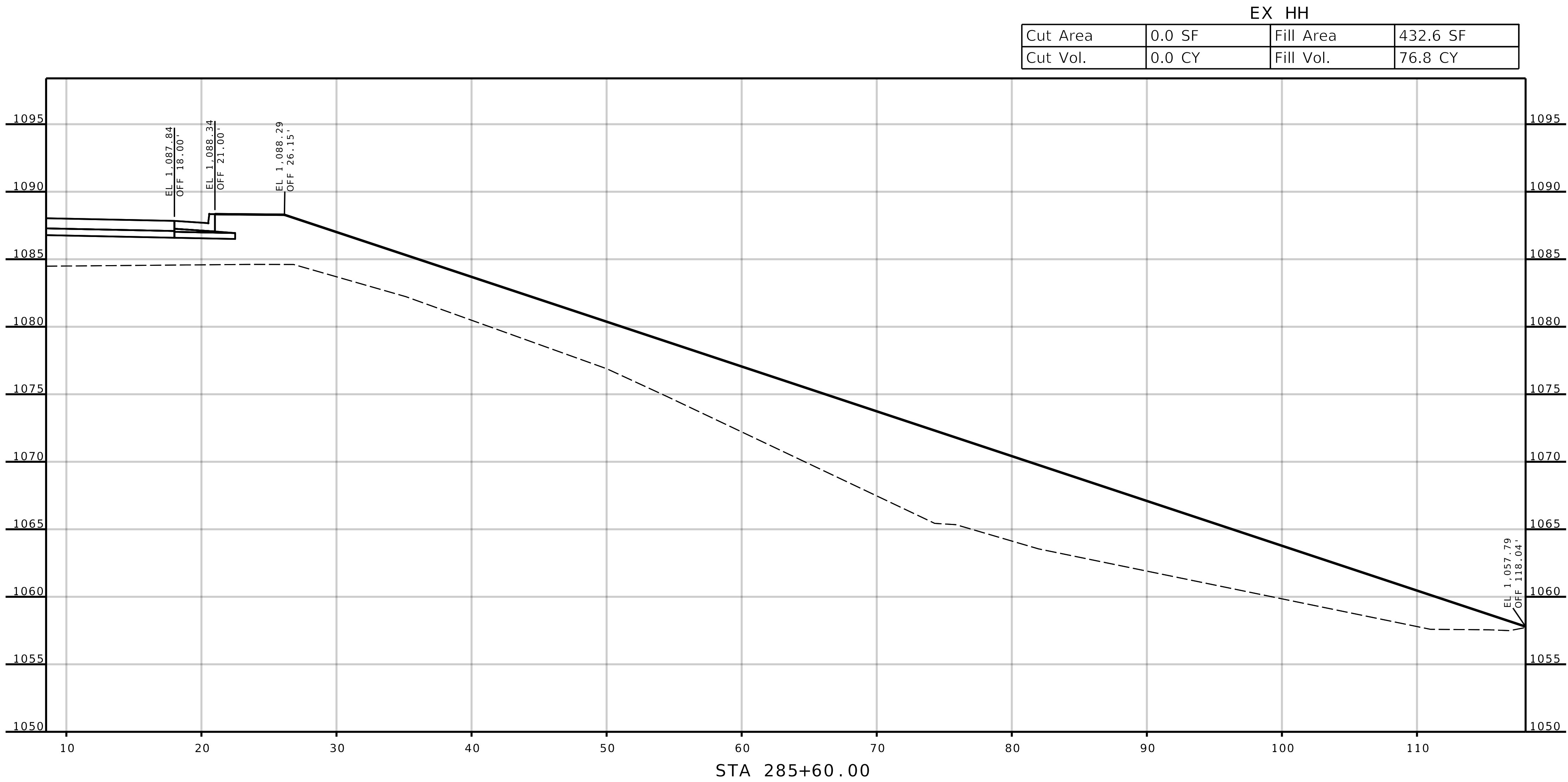
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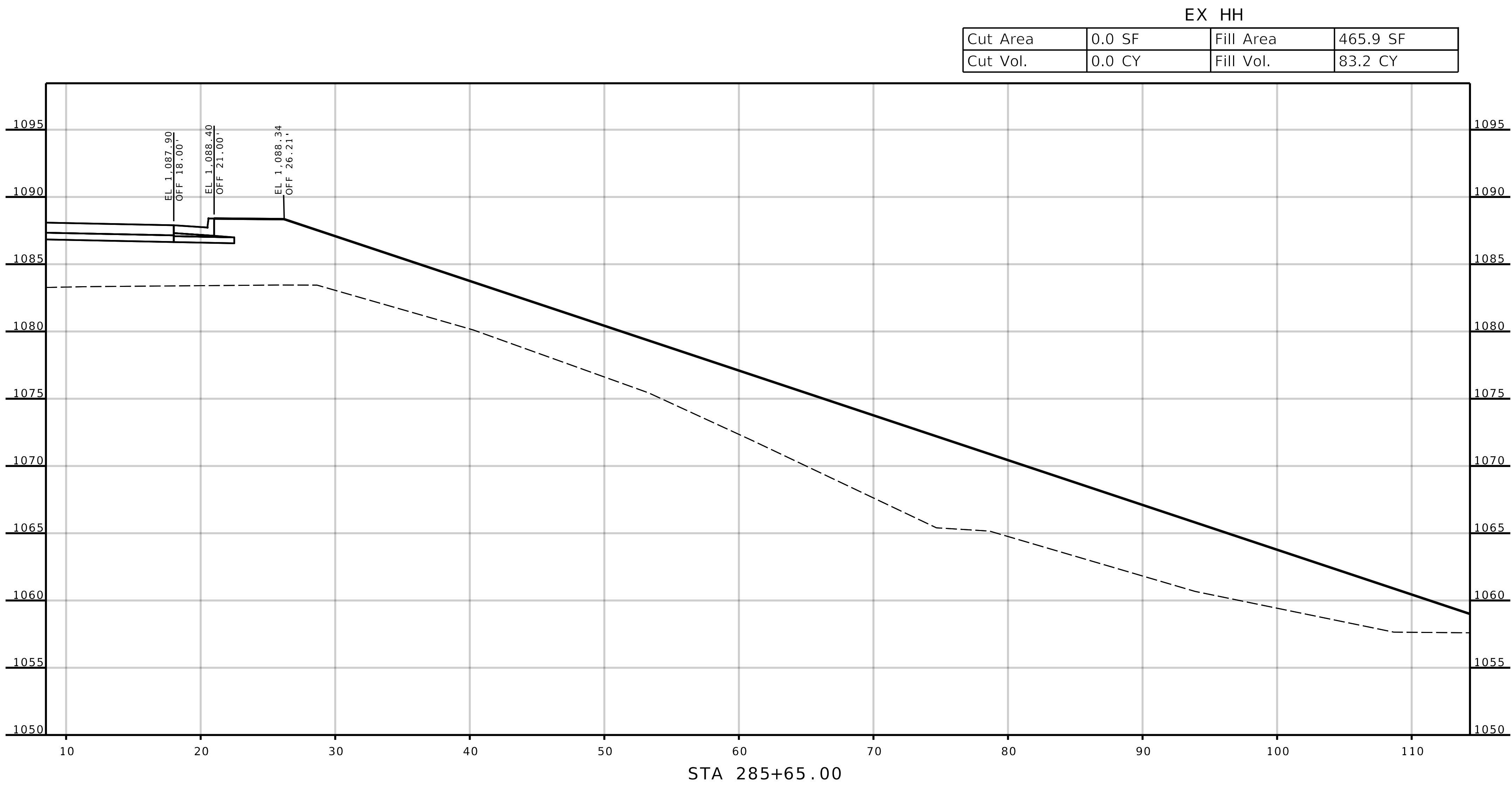
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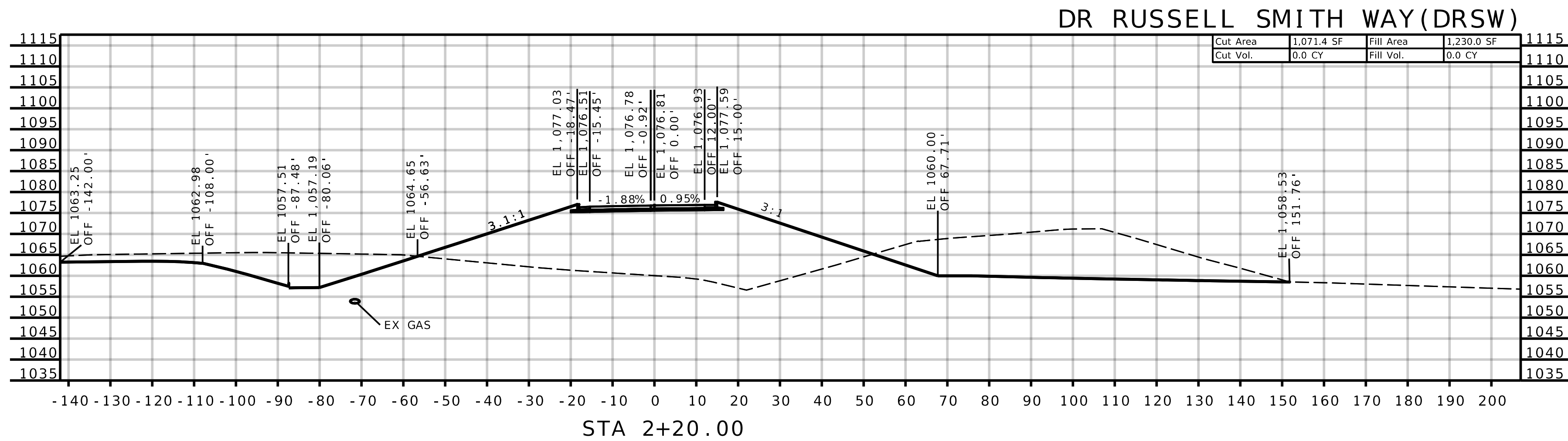
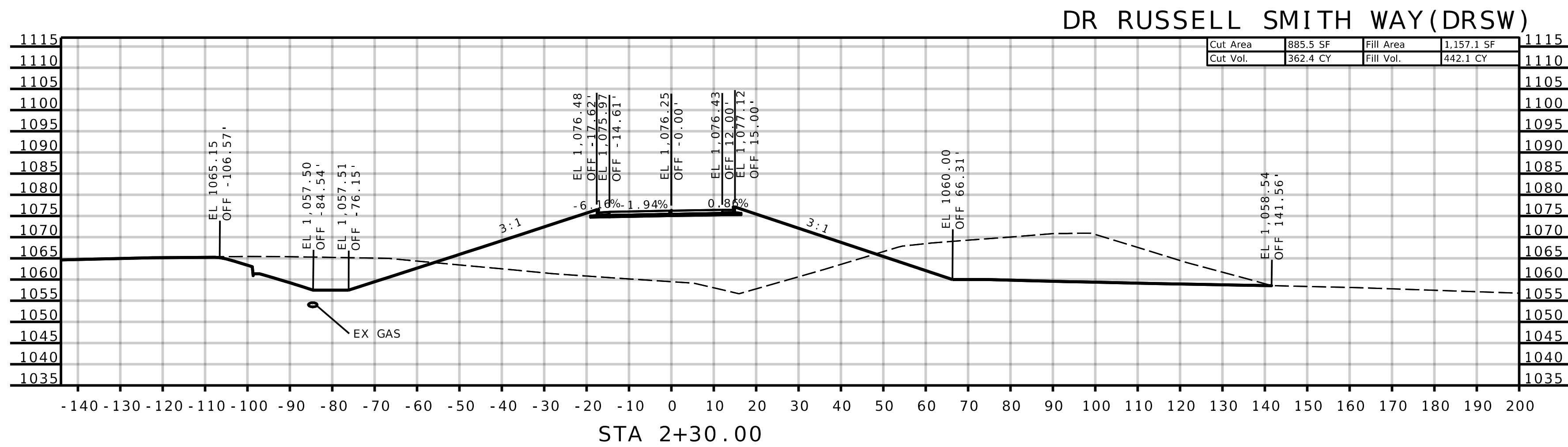
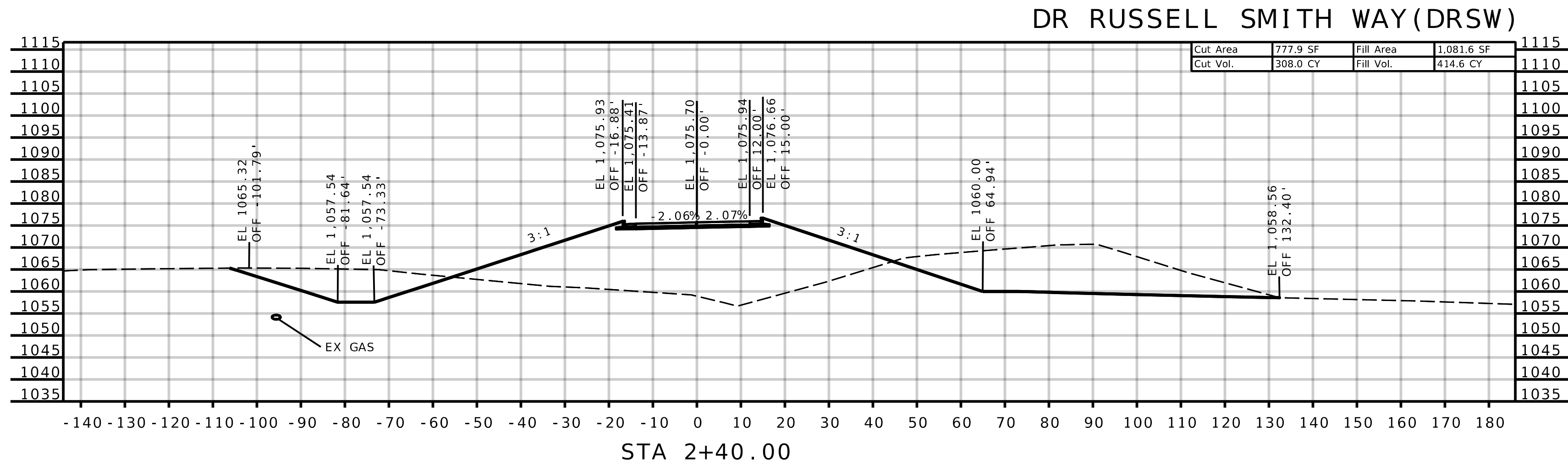
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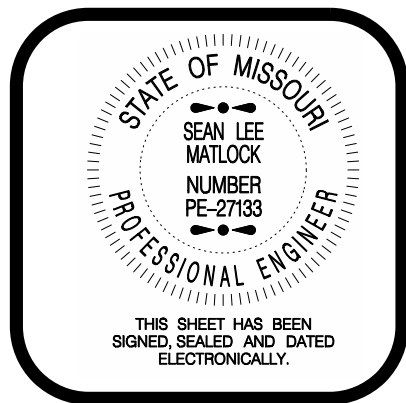
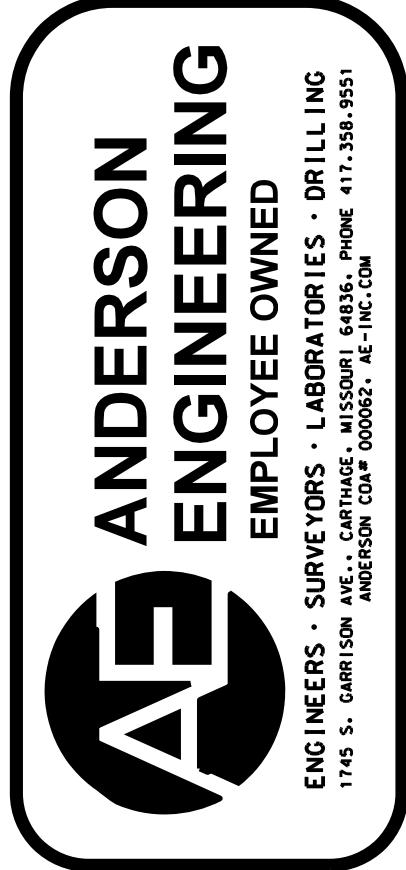
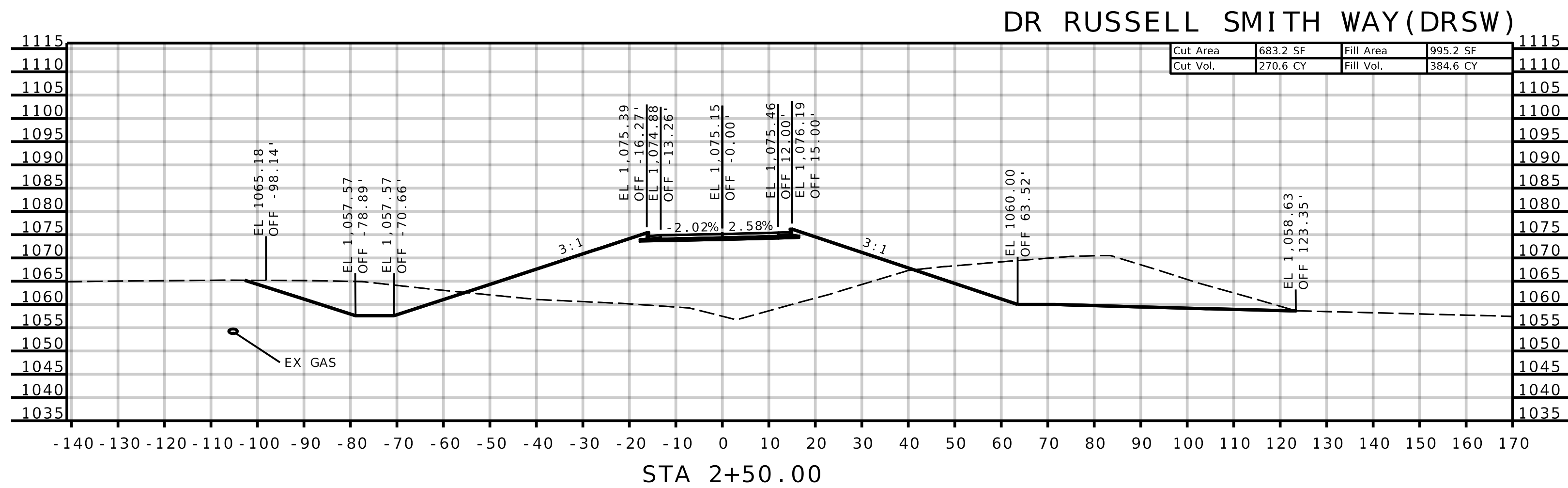
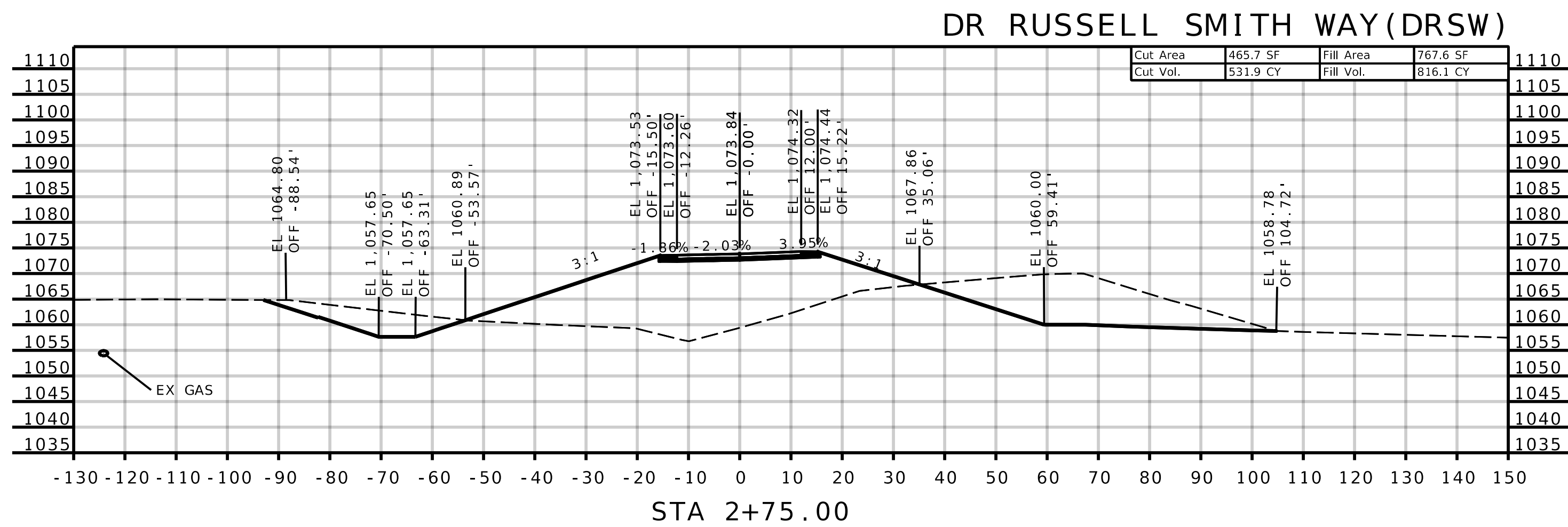
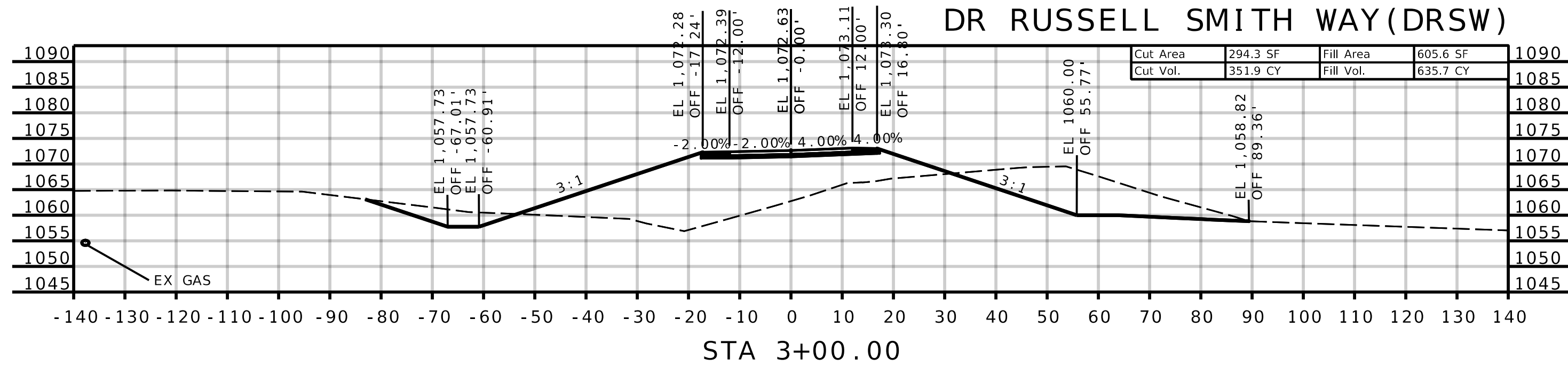
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SHEET NUMBER
XS-113



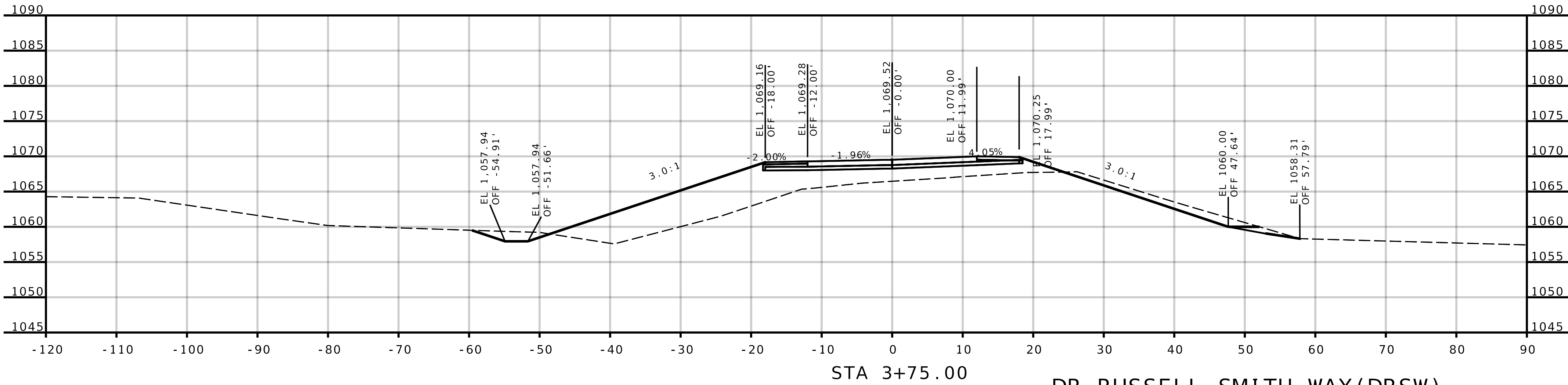
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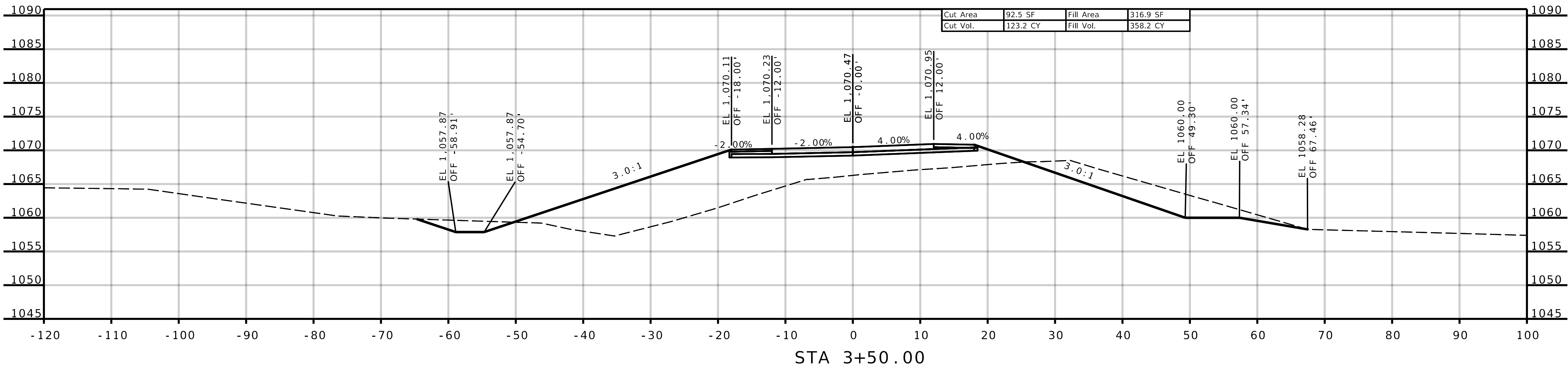
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	SEC 16 & 21, T28N, R31W
	D.R.S.W.

DR RUSSELL SMITH WAY(DRSW)

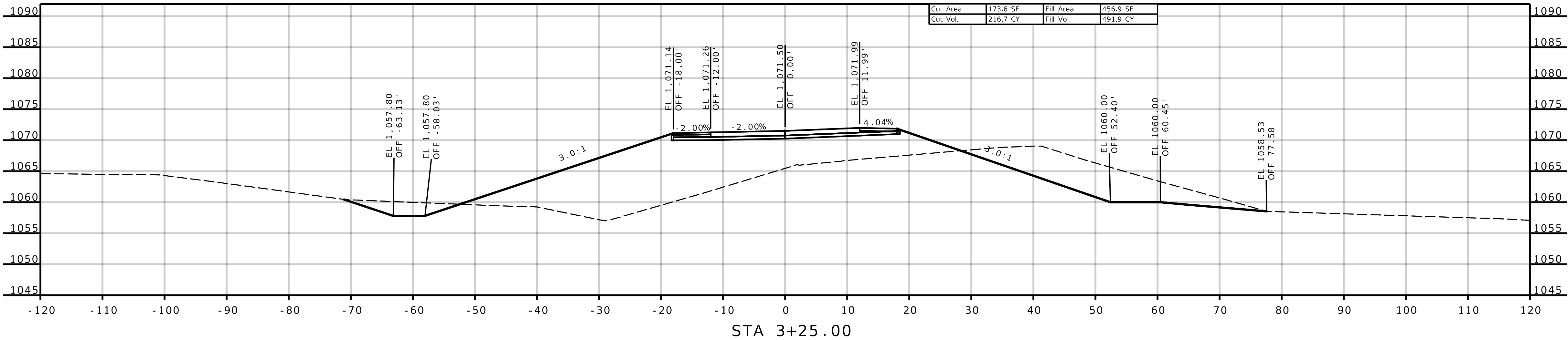
Cut Area	28.6 SF	Fill Area	212.2 SF
Cut Vol.	56.0 CY	Fill Vol.	244.9 CY



DR RUSSELL SMITH WAY(DRSW)



DR RUSSELL SMITH WAY(DRSW)



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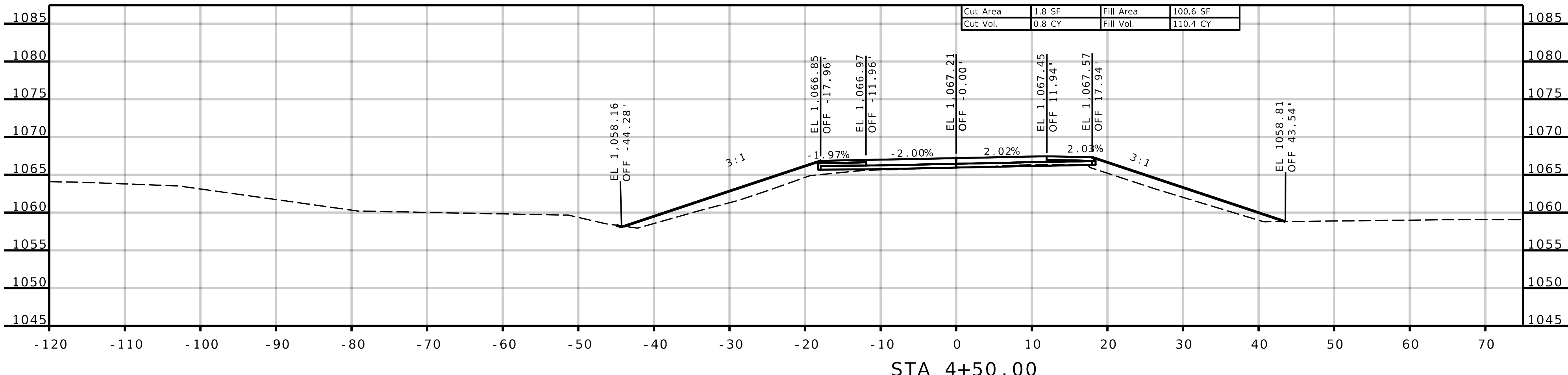
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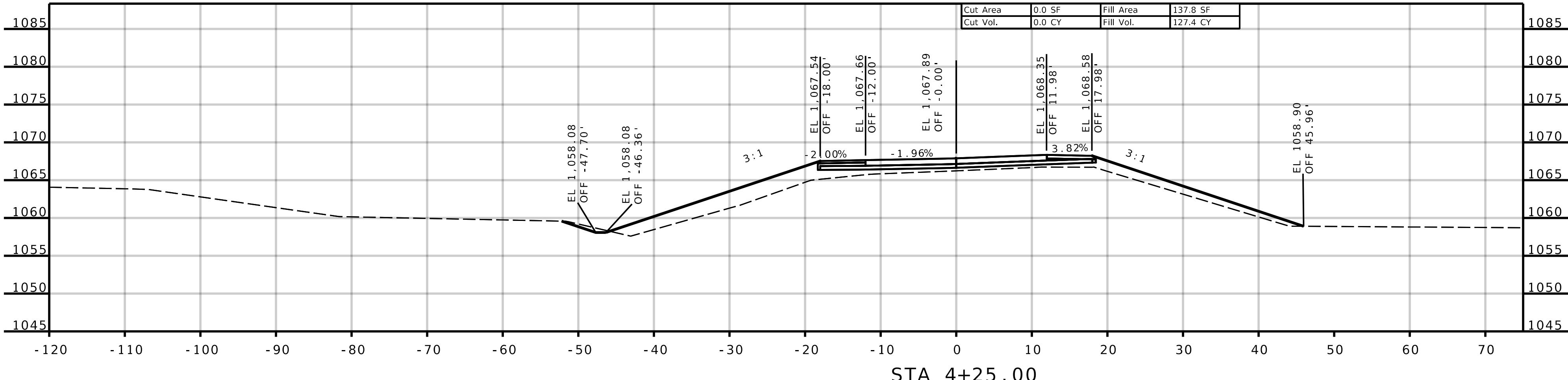
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XS - 115

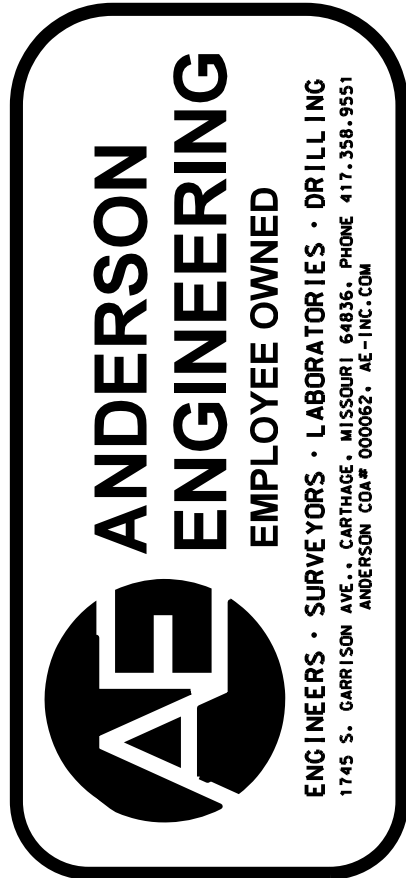
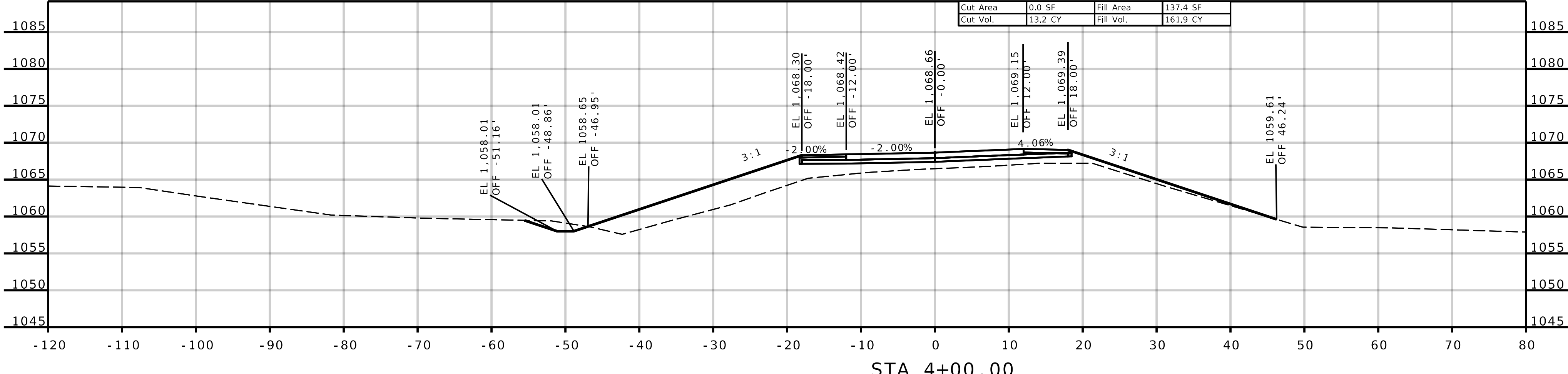
DR RUSSELL SMITH WAY (DRSW)



DR RUSSELL SMITH WAY (DRSW



DR RUSSELL SMITH WAY (DRSW

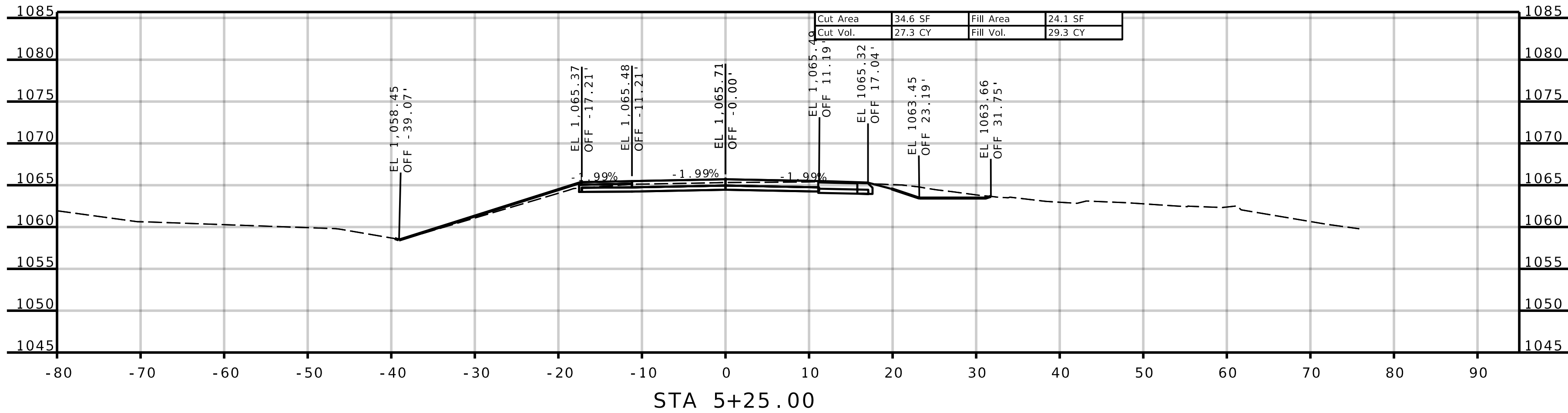


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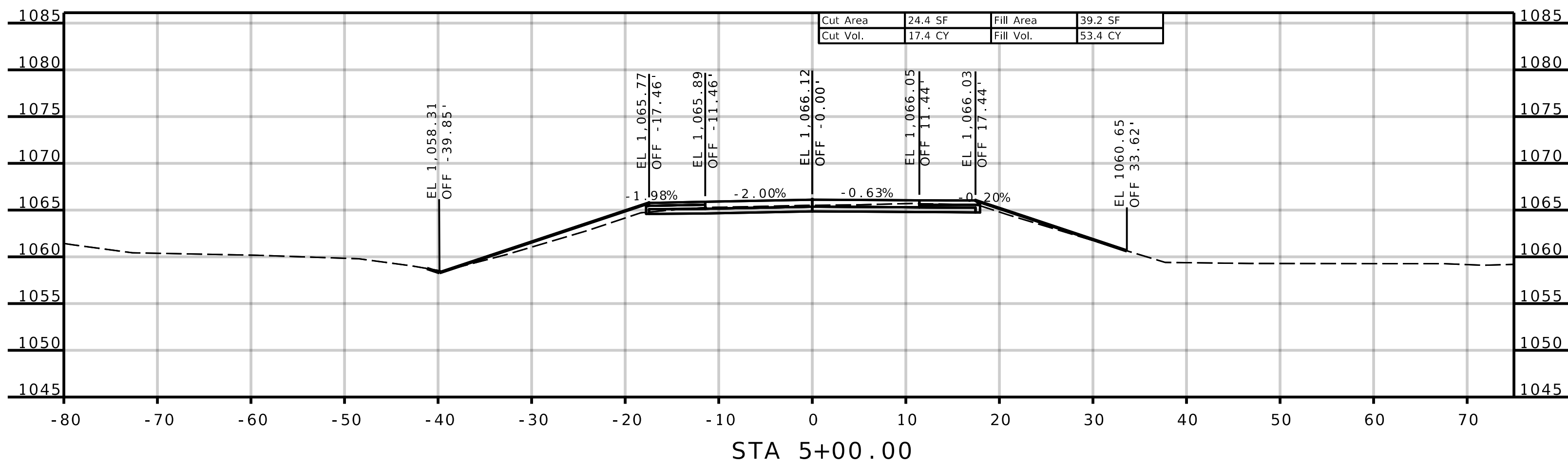
JASPER COUNTY, MISSOURI
J7S3378
CROSS-SECTIONS
SEC 16 & 21, T28N, R31W
D. R. S. W.

SHEET NUMBER
XS-116

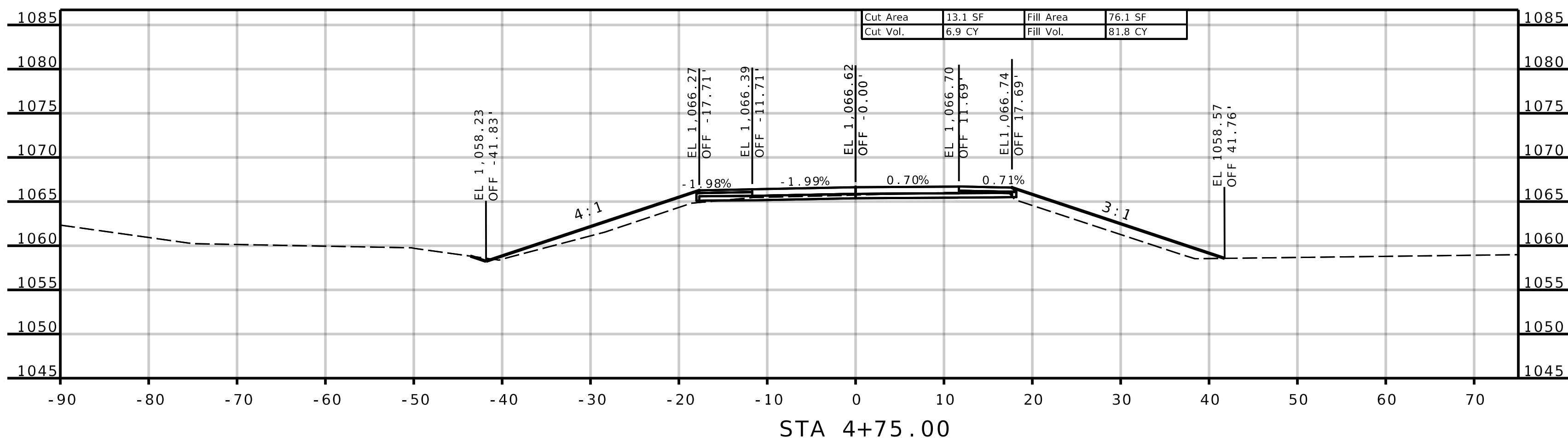
DR RUSSELL SMITH WAY(DRSW)



DR RUSSELL SMITH WAY(DRSW)



DR RUSSELL SMITH WAY(DRSW)



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MATLOCK
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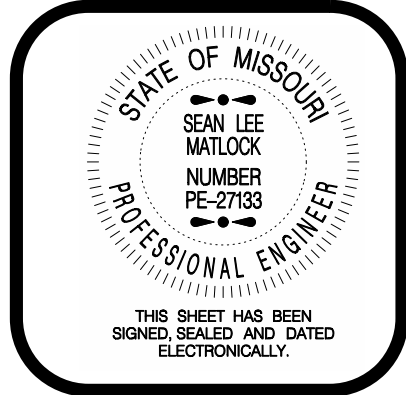
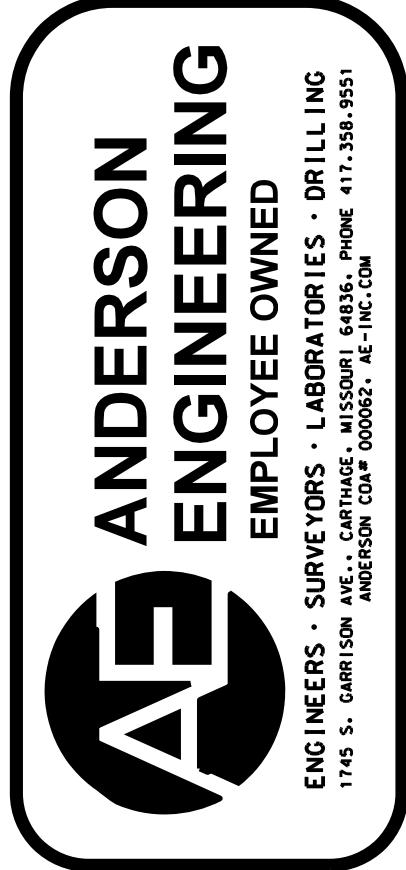
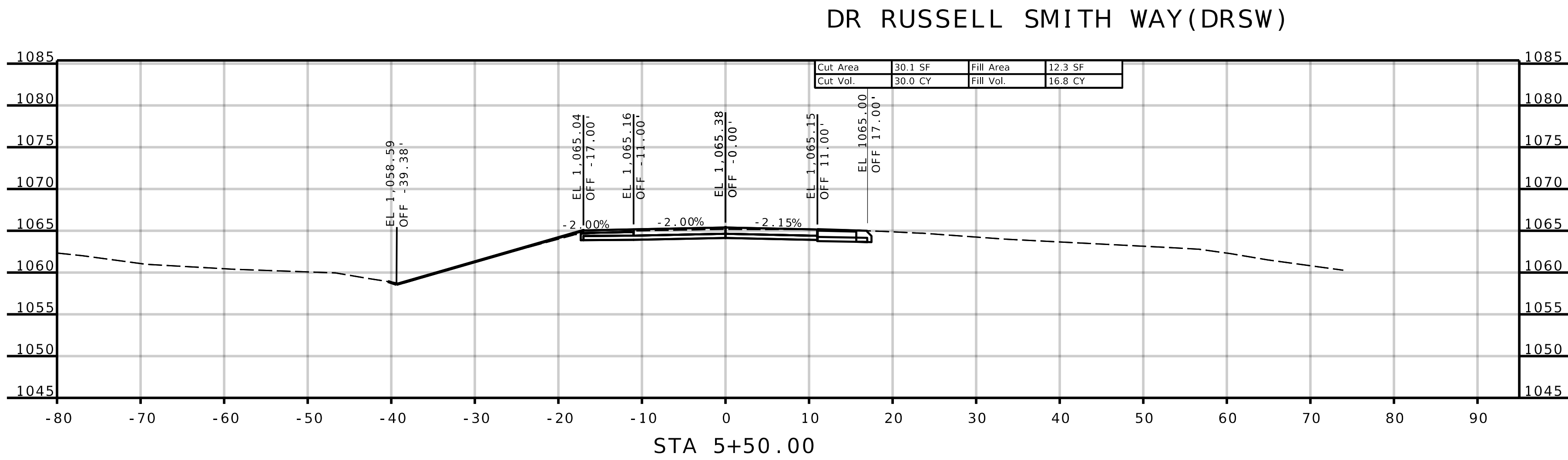
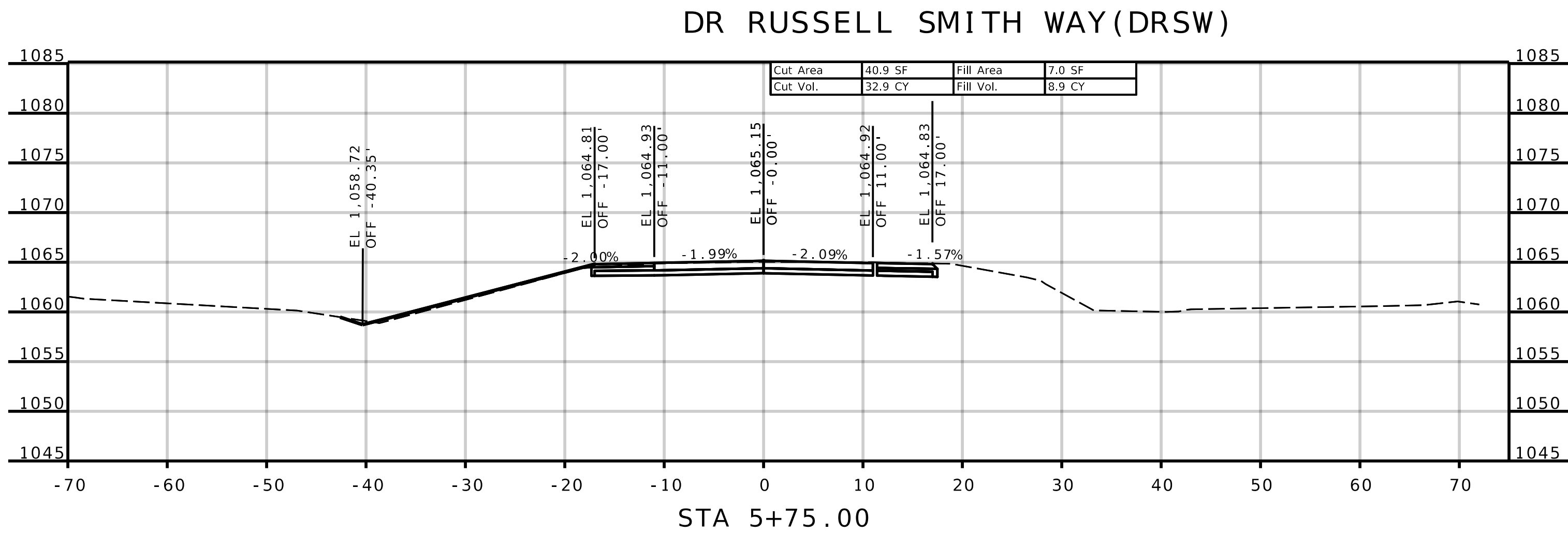
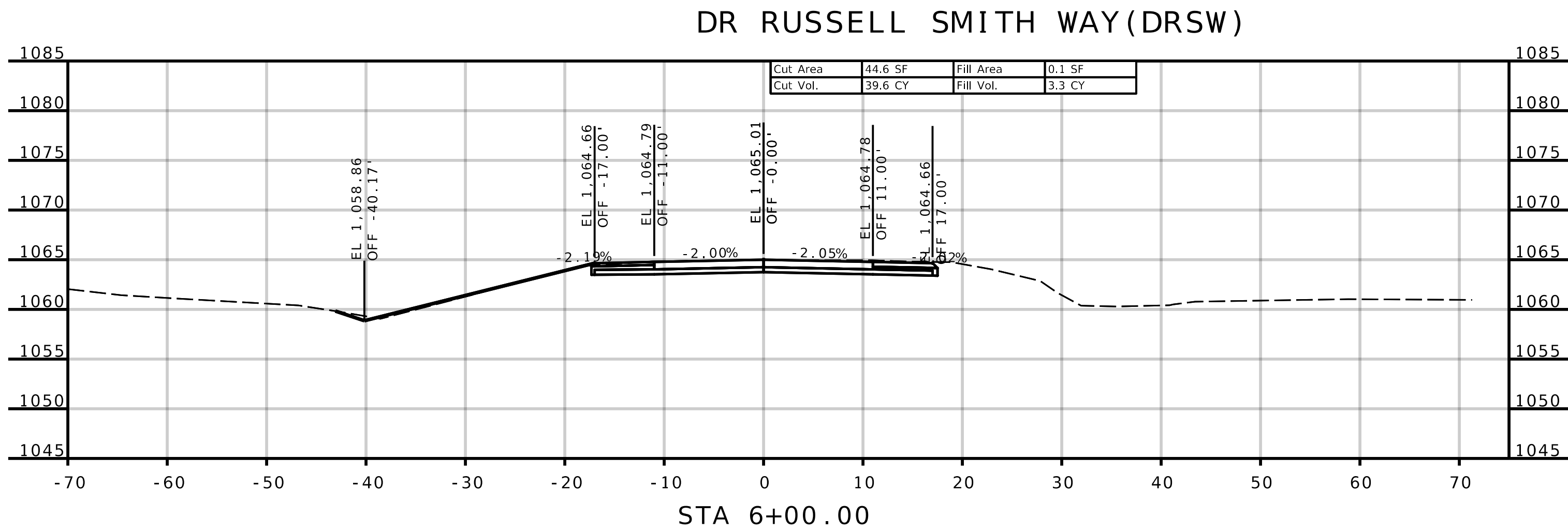
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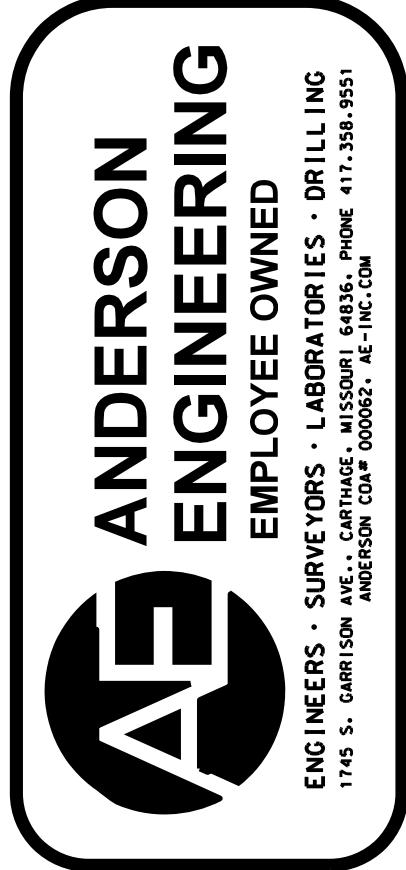
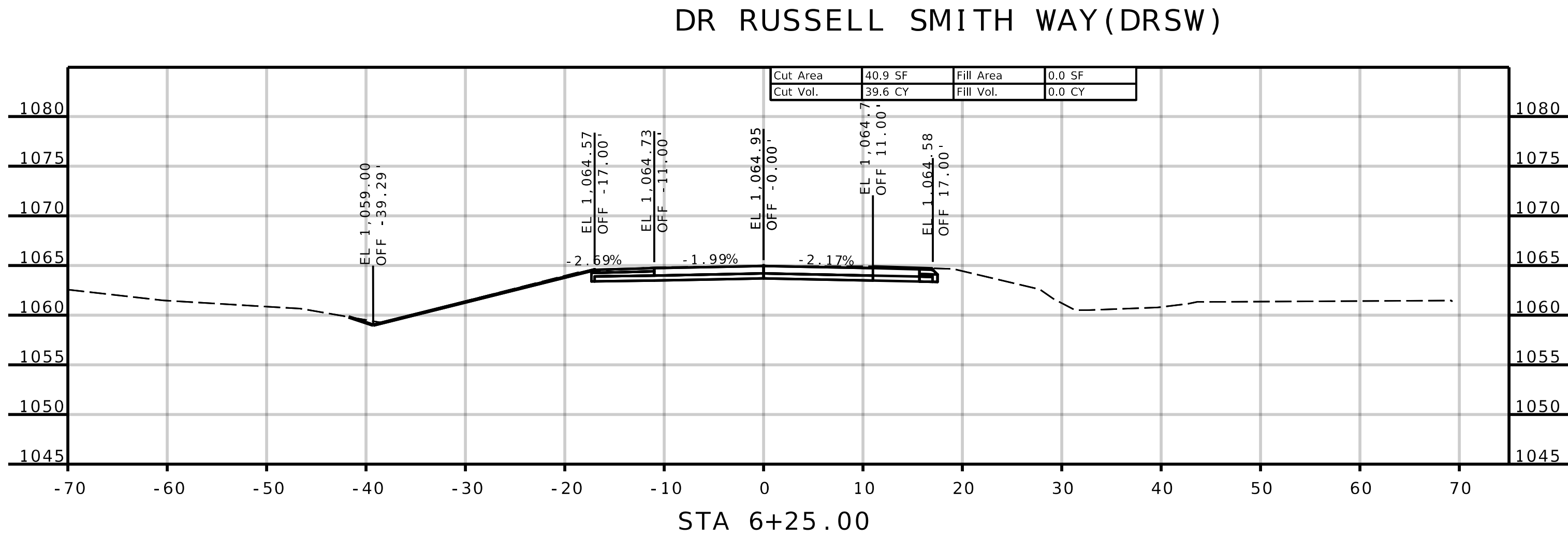
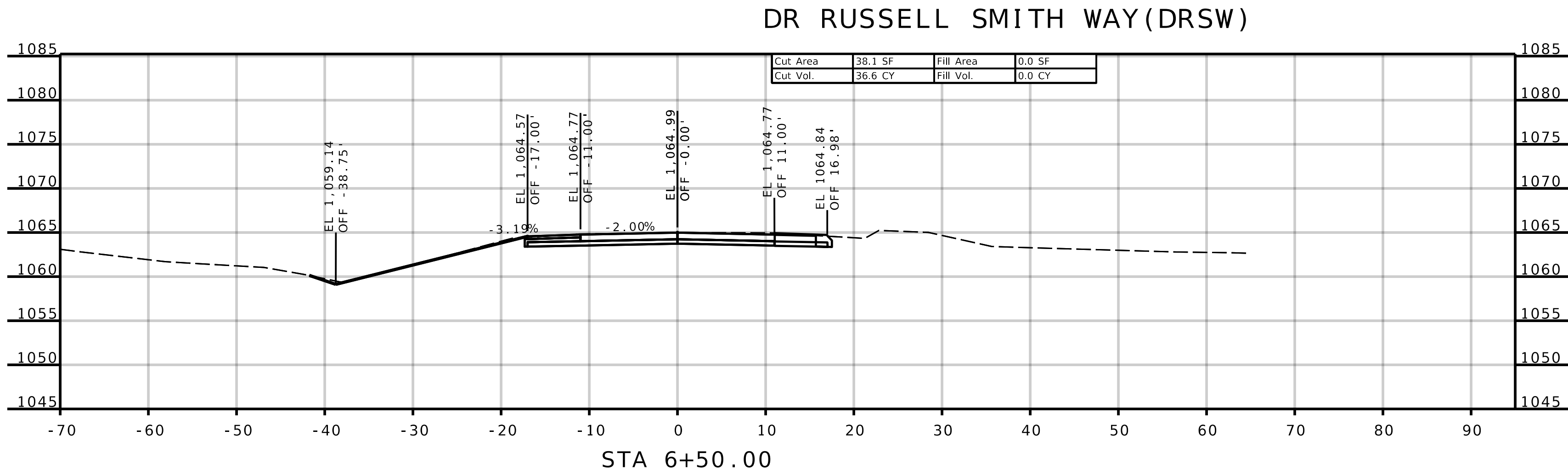
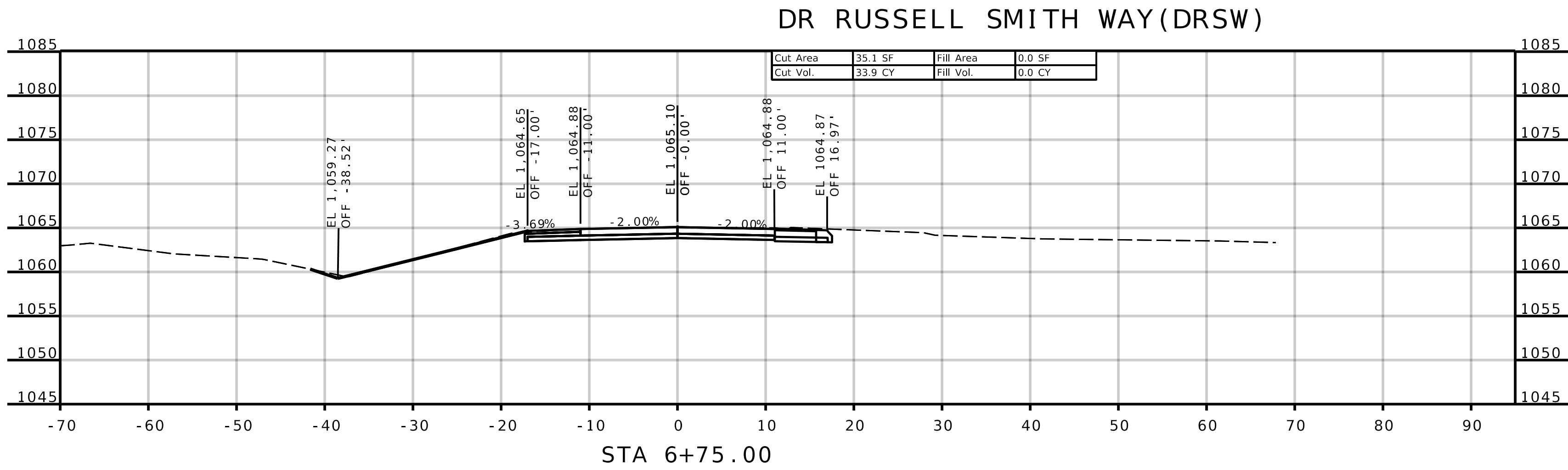
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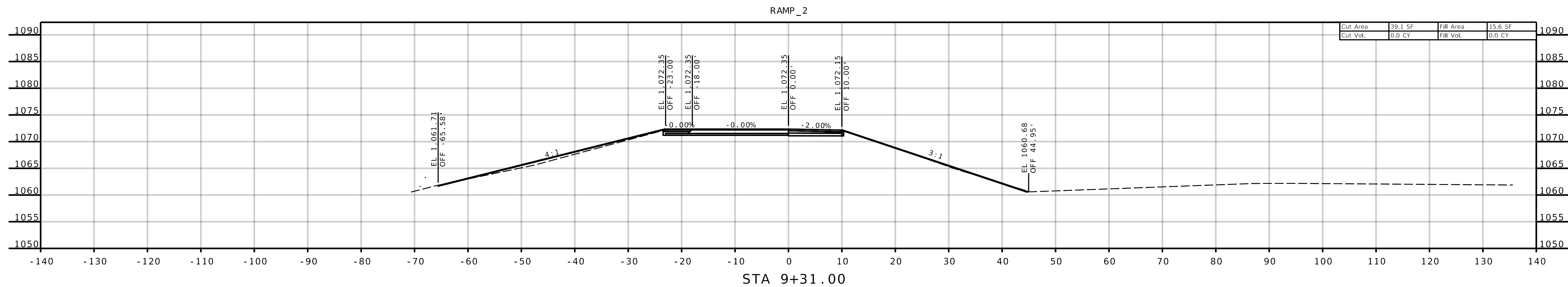
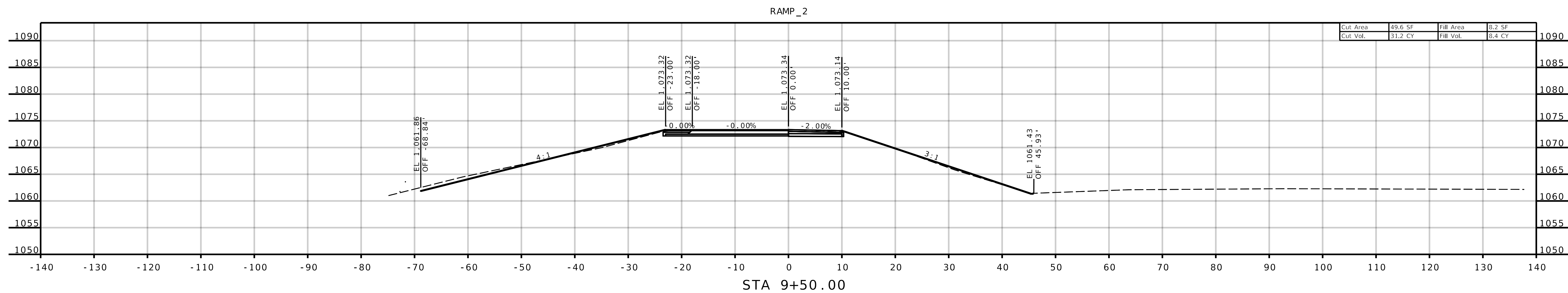
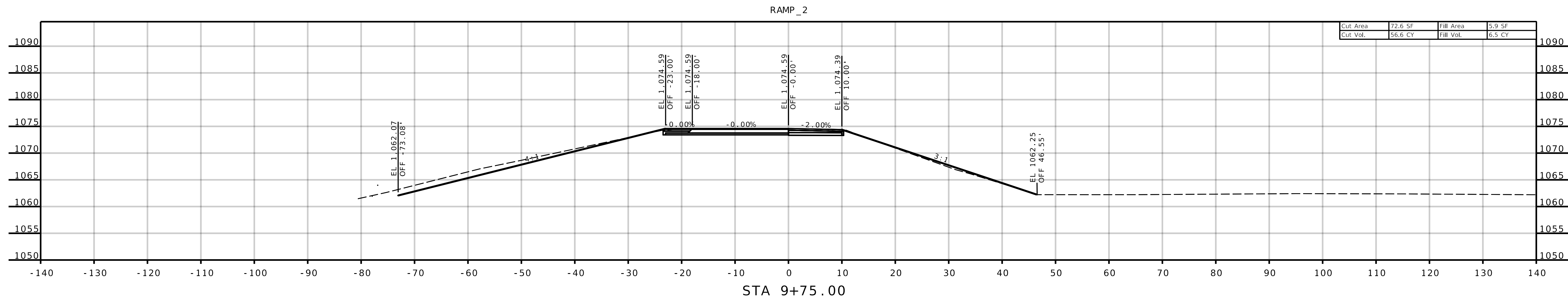
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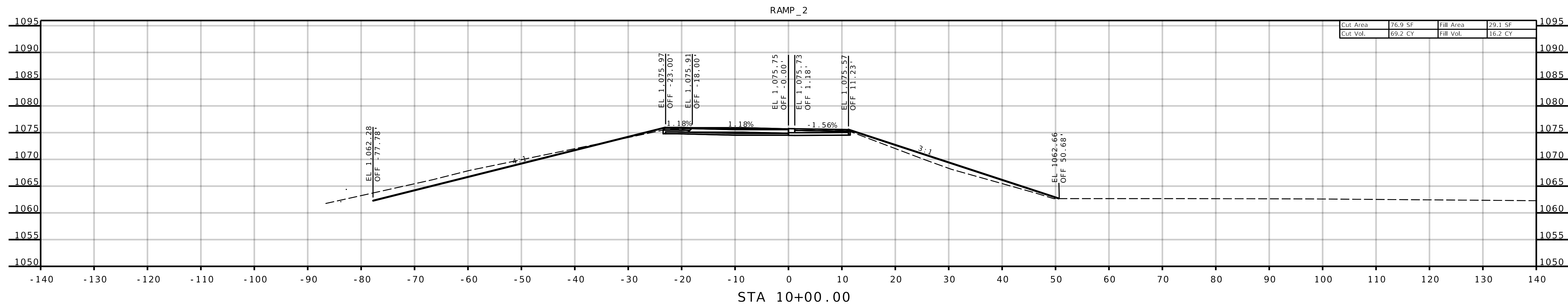
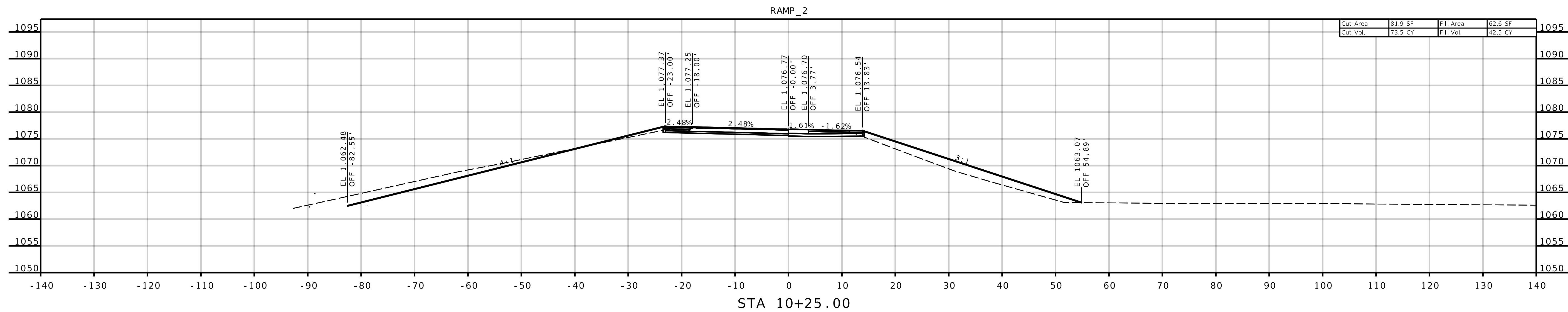
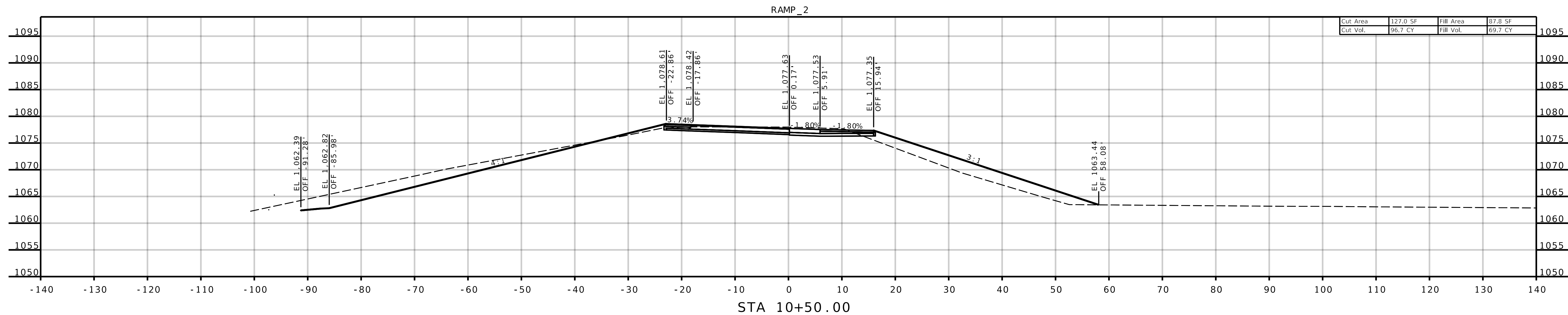


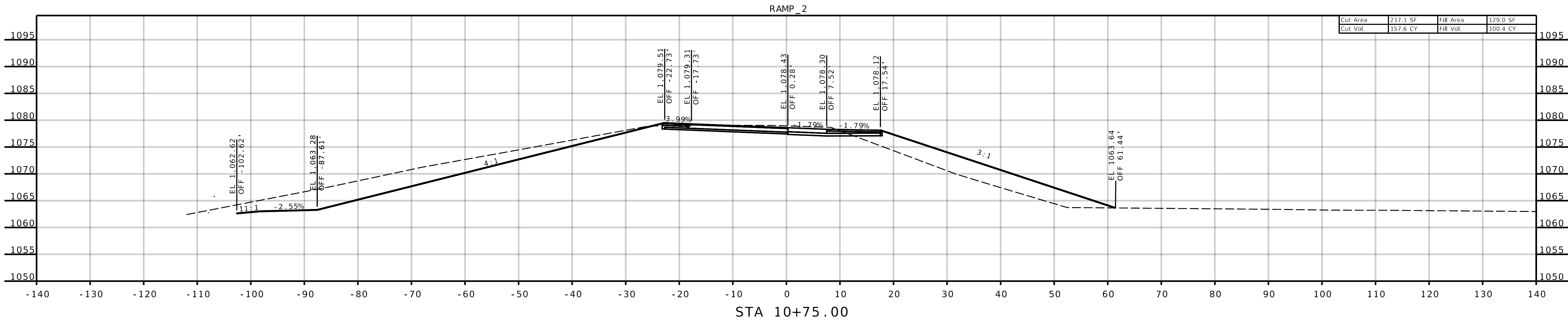
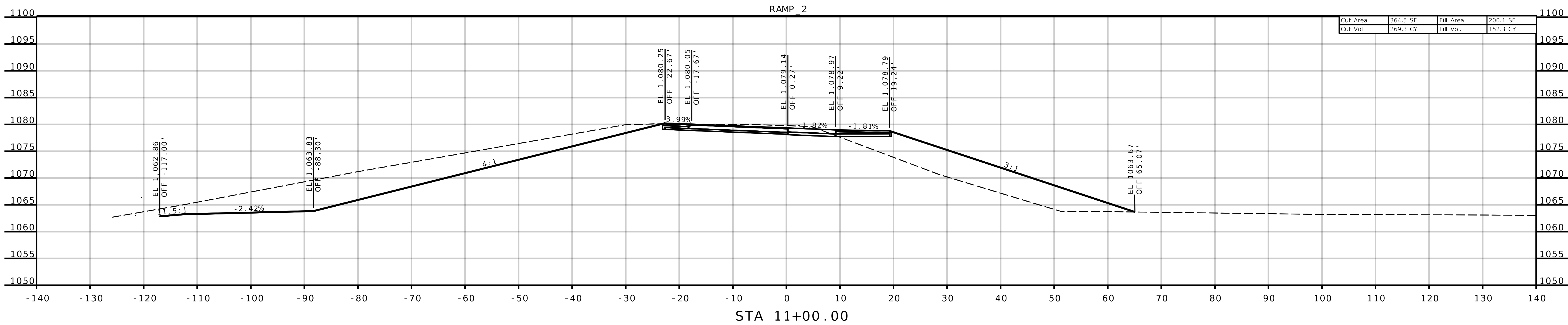
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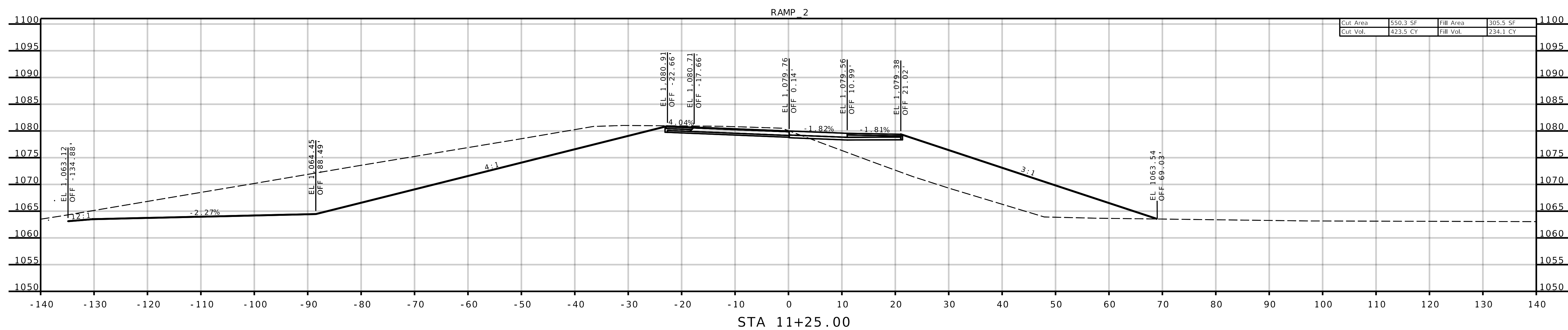
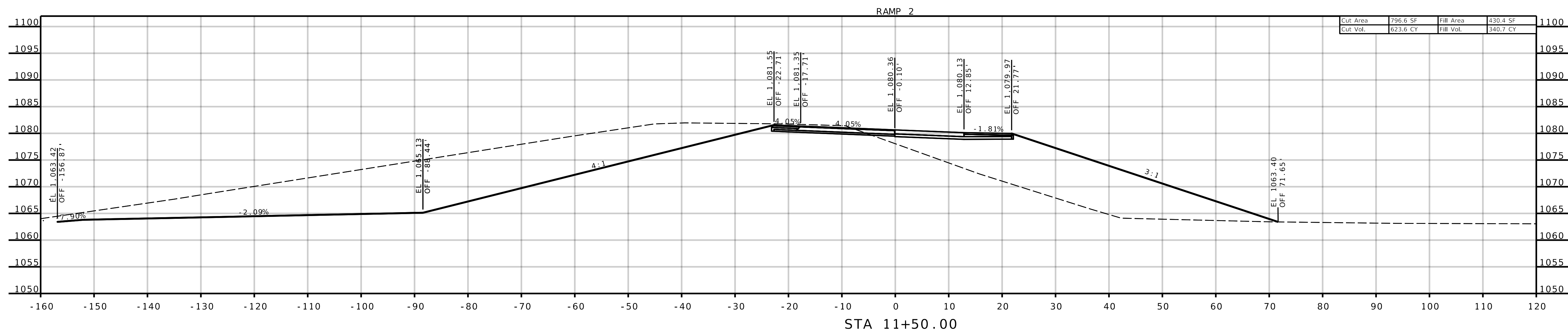
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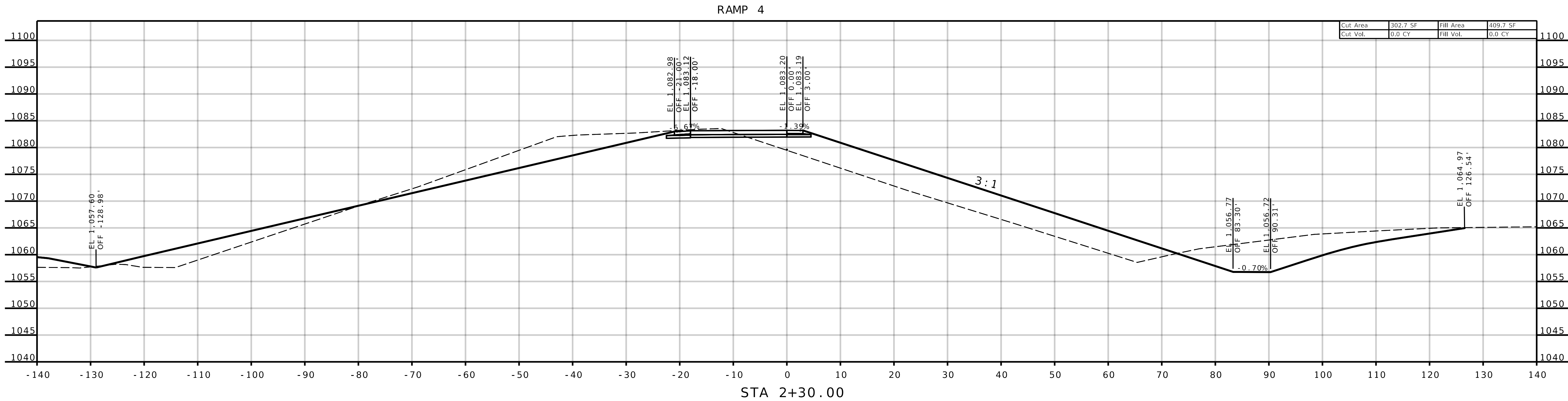
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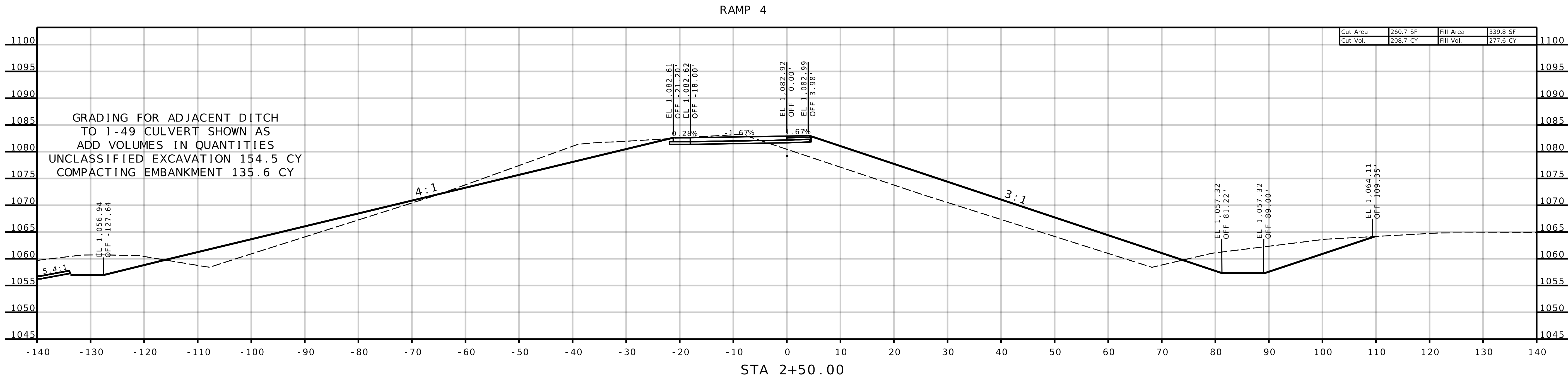
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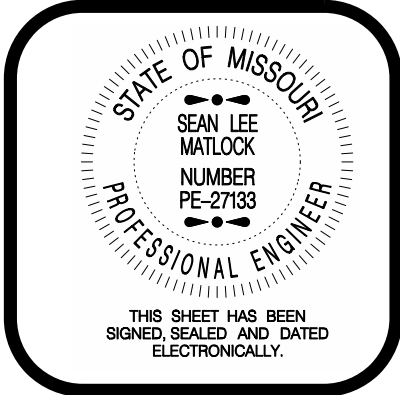
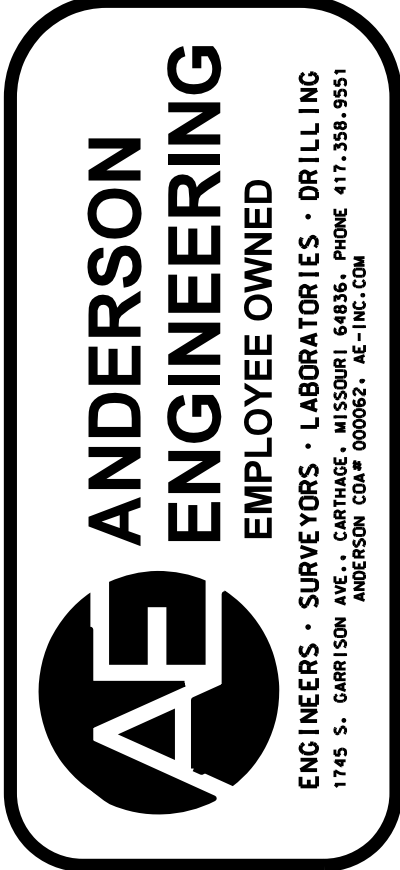
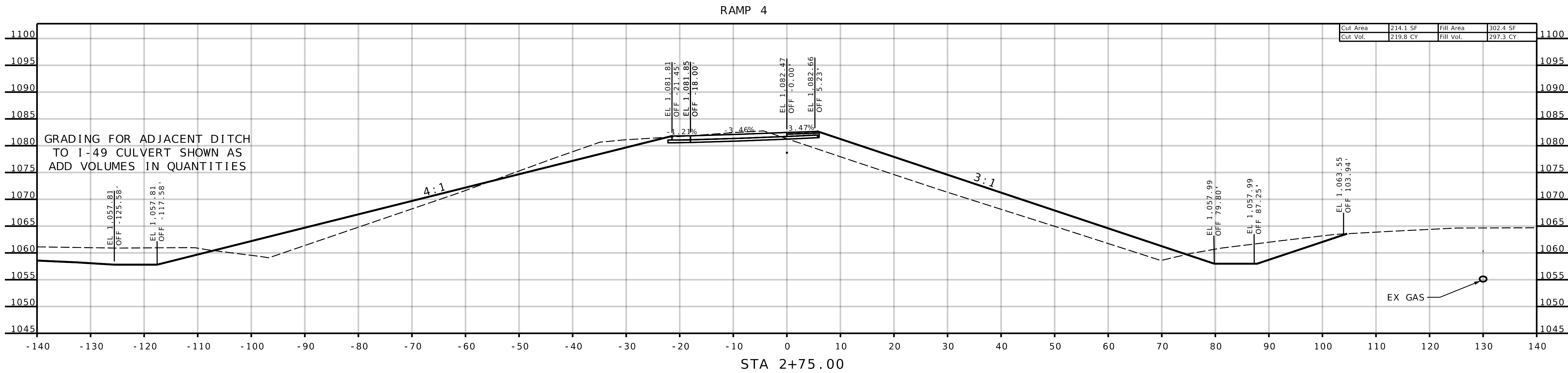
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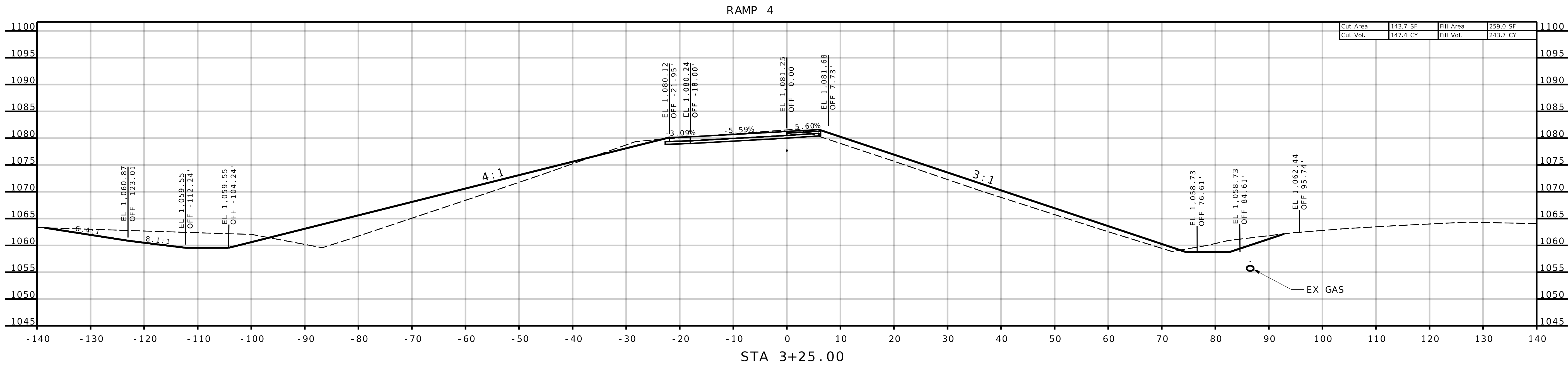
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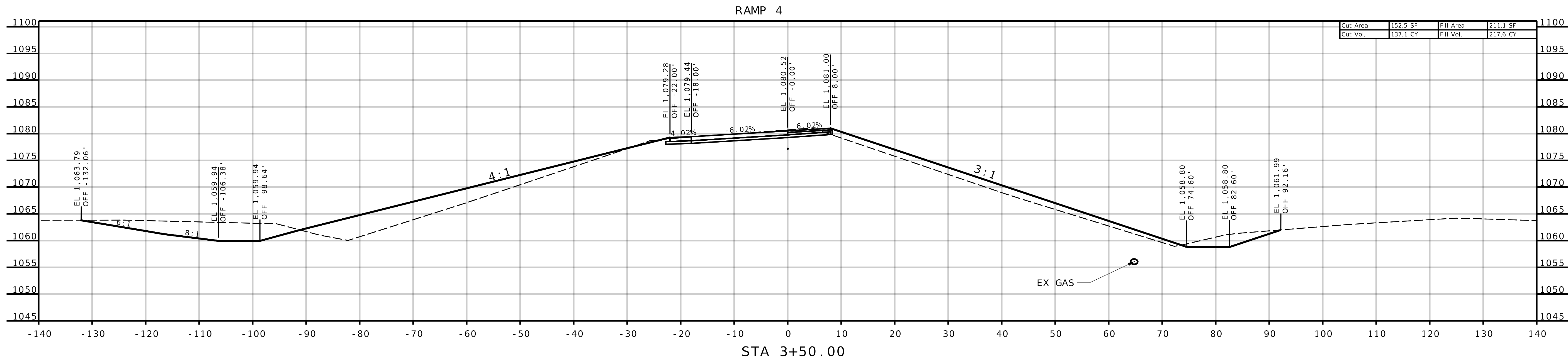
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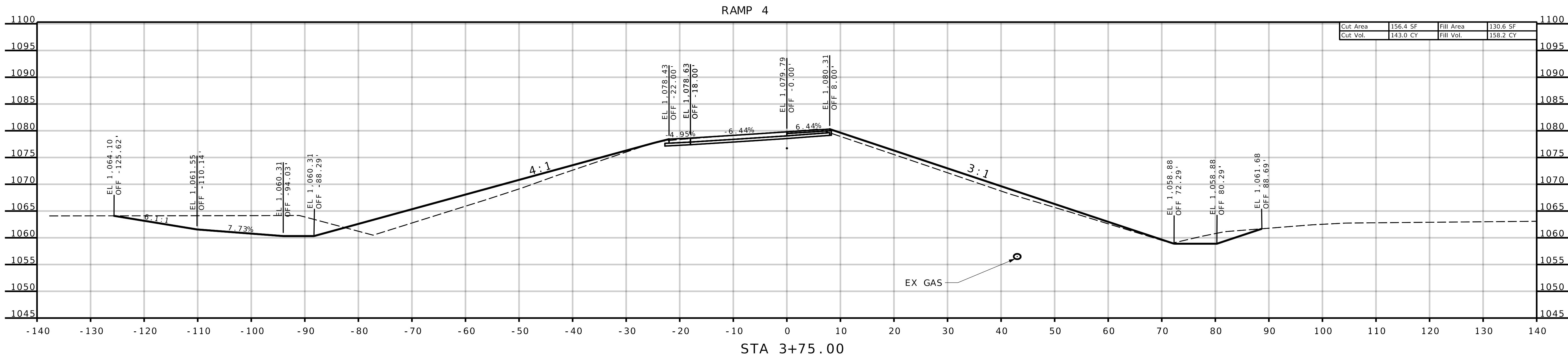
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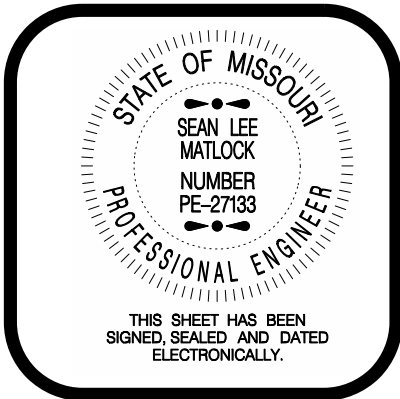
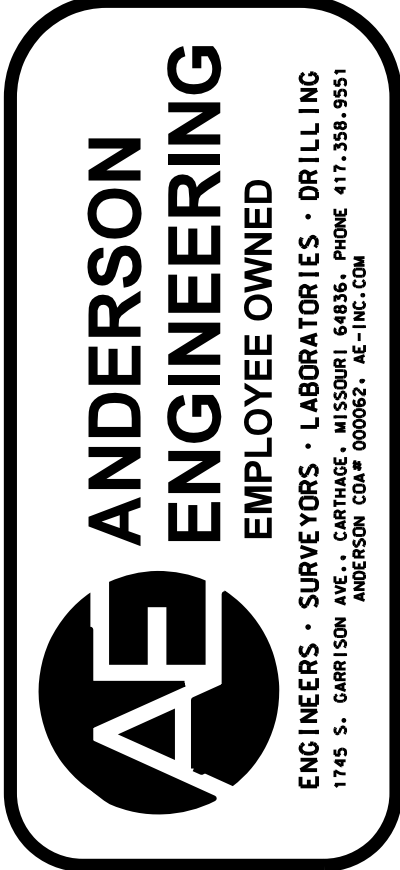
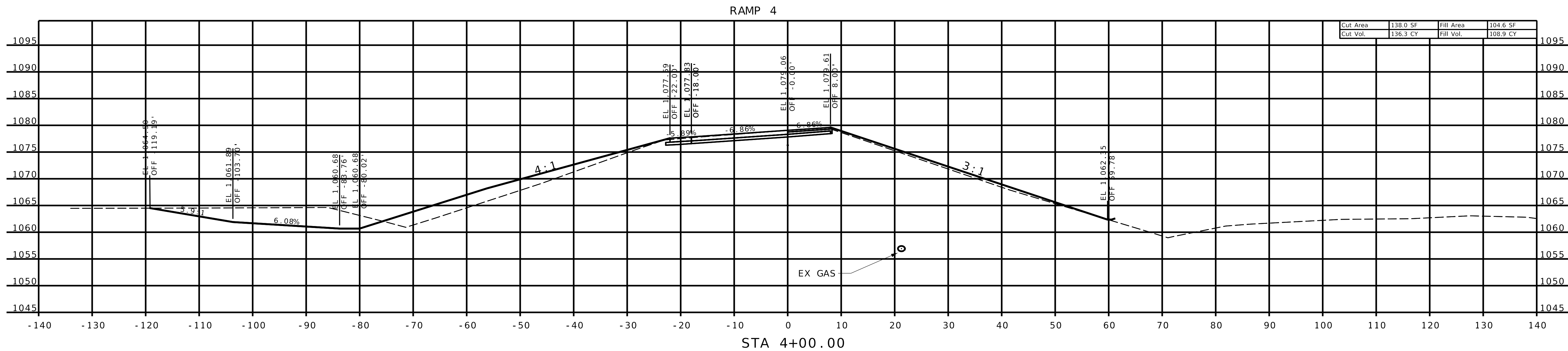
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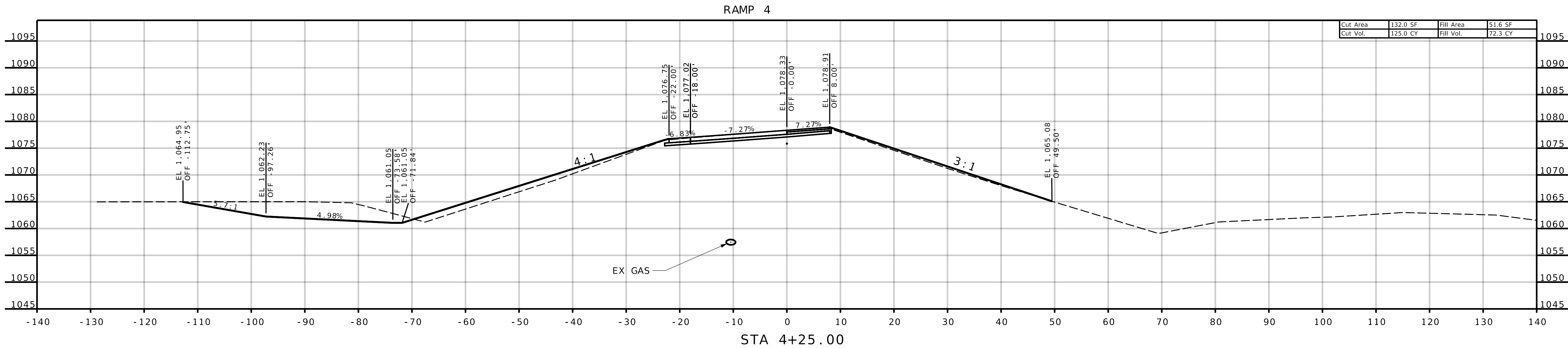
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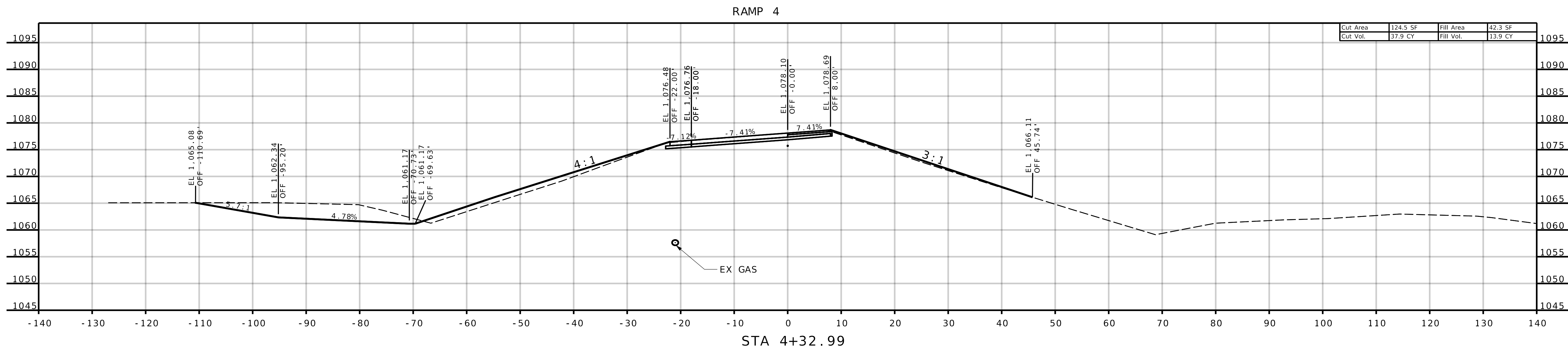
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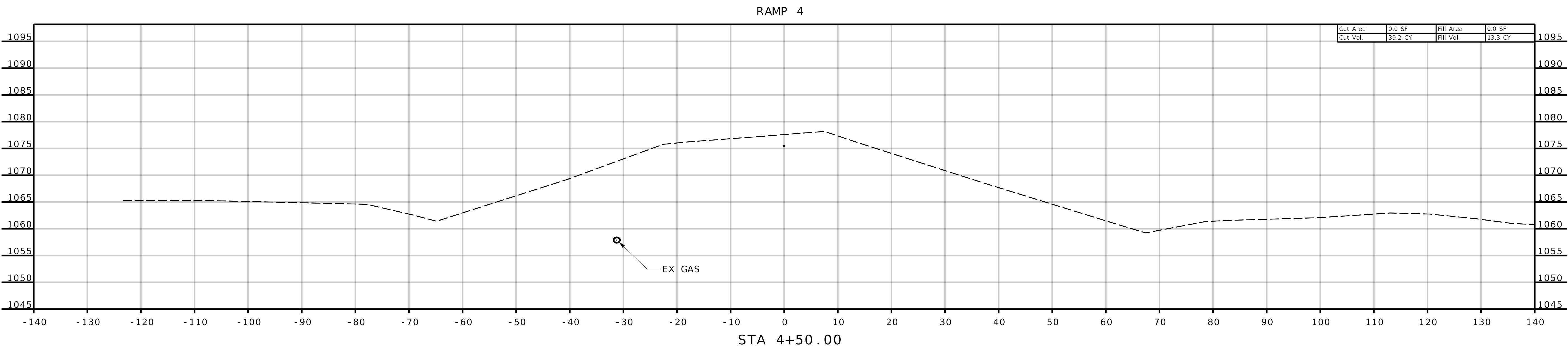
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SHEET NUMBER

XS-135



Missouri Department of Transportation
Patrick K. McKenna, Director

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

1.888.ASK MODOT (275.6636)

01/03/2024

City of Carthage
Sean L. Matlock

Re: Concurrence in Award
S6030(51)
City of Carthage - I-49 at Dr Russell Smith Drive

Dear Sean L. Matlock

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to Radmacher Brothers Excavation, with a low bid of \$2,659,341.10. MoDOT's External Civil Rights have approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 6%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district representative.

Final Plans Package given to Bidders (include all addenda that were issued)
Fully Executed Contract
Payment Bond, Performance Bond
Insurance Certificate
Signed Worker Eligibility Verification Affidavit
Signed E-Verify Memorandum of Understanding (MOU)
Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing [MoDOT's Federal Project Bid Proposal Boilerplate](#))

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

Please contact your MoDOT district representative at <https://www.modot.org/contact-modot-lpa>, to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,

Ashley Buechter, P.E.
Assistant State Design Engineer - LPA
(573)526-6997

COUNCIL BILL NO. 24-02

ORDINANCE NO. 24-04

An Ordinance of the City of Carthage, Missouri authorizing the Mayor to execute a Contract between the City of Carthage, Missouri and Missouri Department of Transportation for sidewalk improvements, Airport Drive and Fairview Avenue/Route E – 571 to River Street/River Street to Pearl Street, pursuant to TAP 1601(706), in the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The agreement with sidewalks along Airport Drive and Fairview Avenue/Route E – (571 to River Street/River Street to Pearl Street, attached hereto as Exhibit A and incorporated herein by reference is approved as a contractual obligation of the city of Carthage, Missouri.

SECTION II: The Mayor is hereby authorized and directed to execute said agreement, in Exhibit A, on behalf of the City of Carthage, Missouri, and to affix the municipal seal hereto and to attest the same.

SECTION III: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS 23rd DAY OF January, 2024.

Dan Rife, MAYOR

ATTEST:

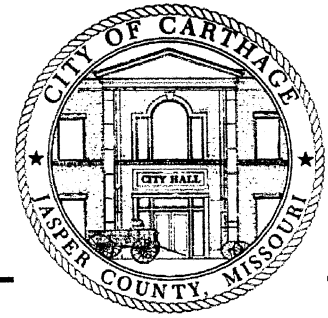
Amy Taylor, DEPUTY CITY CLERK

Sponsored by: Public Works

CITY OF CARTHAGE

Public Works Department 623 E 7th Carthage MO 64836
Tele: (417) 237-7010 Fax: (417) 237-7011
Email: pwdept@ecarthage.com

"America's Maple Leaf City"



January 3, 2024

Missouri Department of Transportation
Attn: Julie Ziebert
2915 Dough Boy Drive
Joplin, MO 64804

Re: TAP-1601(704) River Street from Fairview Avenue to Airport Drive, Phase 5
Carthage, Missouri

Dear Ms. Ziebert:

We are requesting payment for the enclosed Progress Invoice #9 for the above referenced project. Supporting documentation for the invoice is enclosed.

I certify that costs billed are consistent with Federal cost principles, contract terms and the acceptability and progress of the consultant's work.

The consultant and/or contractor will be paid no later than two business days after the City of Carthage receives payment from the Missouri Department of Transportation.

Sincerely,

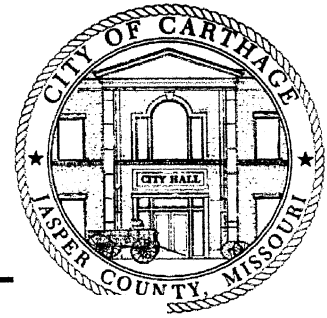
Zeb Carney
Director of Public Works

Cc: Andrew Eckhart, P.E., Anderson Engineering
Sean Matlock, P.E., Anderson Engineering

CITY OF CARTHAGE

Public Works Department 623 E 7th Carthage MO 64836
Tele: (417) 237-7010 Fax: (417) 237-7011
Email: pwdept@ecarthage.com

"America's Maple Leaf City"



LPA Name: City of Carthage
Street: 623 E. 7th Street, Suite 2
City: Carthage State: MO Zip Code: 64836

Project Number: TAP-1601(704) Progress Invoice No.: 9 Date: 01/03/24
Bridge Number:
Location: Carthage, MO
Consultant: OWN, Inc. (Formerly Anderson Engineering, Inc.)
Contractor: G&G Construction Company, Inc.

			Amount	Federal Funds	Soft Match	Local Match
Preliminary Engineering	Contract Maximum:	\$53,562.52		64.00%		36.00%
Current Invoice		\$0.00	\$53,562.52	\$34,280.01		\$19,282.51
Previous Invoices to Date		\$53,562.52	\$0.00	\$0.00		\$0.00
Total		\$53,562.52	\$53,562.52	\$34,280.01	\$0.00	\$19,282.51
Construction Engineering	Contract Maximum:	\$35,717.48		64.00%		36.00%
Current Invoice		\$14,613.55	\$14,613.55	\$9,352.67		\$5,260.88
Previous Invoices to Date		\$0.00		\$0.00		\$0.00
Total		\$14,613.55	\$14,613.55	\$9,352.67	\$0.00	\$5,260.88
Construction	Contract Maximum:	\$325,069.23		64.00%		36.00%
Current Invoice	\$318,269.23	\$81,353.18	\$81,353.18	\$52,066.04		\$29,287.14
Previous Invoices to Date		\$0.00		\$0.00		\$0.00
Change Order(s)	\$6,800.00	\$0.00		\$0.00		\$0.00
Total	\$325,069.23	\$81,353.18	\$81,353.18	52,066.04	\$0.00	29,287.14
Work by Local Forces	Contract Maximum:	\$0.00				
Costs to date						
Other Costs						
Right of Way Costs						
Utility Adjustments						
Legal Costs						
Advertising						
Other (list out)						
Total			\$0.00	\$0.00	\$0.00	\$0.00
Non-participating costs, etc. (list out separately)						
PE						
Right of Way						
Construction Engineering						
Construction						
Total			\$0.00	\$0.00	\$0.00	\$0.00
Total Costs to Date			\$149,529.25	\$95,698.72	\$0.00	\$53,830.54
Total Federal Participating Costs:				\$95,698.72		
Less: Previous Payments Requested				\$34,280.01		
Amount Due				\$61,418.71		

The City of Carthage is requesting reimbursement in the amount stated above.

Respectively submitted,

Zeb Carney
Director of Public Works

cc: Sean Matlock, OWN, Inc.
Kevin Marti, P.E., OWN, Inc.

LPA Consultant Services Invoice

INVOICE

Invoice Date: 1/3/2024
 Invoice Number: #9 - 124316
 Billing Period: 06/29-11/30/23
 Federal Project Number: TAP-1601(704)

Section 1: Project Information

LPA Information

Local Agency (LPA) Name: CARTHAGE
 LPA Address: 623 E. 7th Street, Suite 2, Carthage, MO 64836
 LPA Person of Responsible Charge: Zeb Carney
 LPA Contact Phone: 417-237-7010
 LPA Contact Email: z.carney@carthagemo.gov

Consultant Information

Consultant Firm Name: OWN, Inc., formerly Anderson Engineering, Inc.
 Consultant Contact Name: Sean Matock
 Address 1: 2215 Fairlawn
 Address 2:
 City, State, Zip: Carthage, MO 64836
 Phone Number: 417-358-9551
 Contact Email: smatlock@weareown.com
 Consultant Project No.: 21CA40024

Project Information

Project Description: River Street From Fairview to Airport Drive, PH 5
 Project County: Jasper
 Federal Project Number: TAP 1601(704)
 LPA Project Number: #088
 PE Federal Obligation Date: 1/26/2021
 Federal Funding Category(s): TAP 1601(704)

Engineering Services Contract Information

ESC Execution Date: 9/2/2021
 ESC Completion Date for PE Work Only: 3/31/2021
 ESC Completion Date for CE Work Only: NA
 Original ESC Contract Amount: \$89,280.00
 Supplemental No. __ Amount:
 Supplemental No. __ Amount:
 Maximum Amount for ESC: \$89,280.00

LPA Consultant Services Invoice

INVOICE

Invoice Date:	1/3/24
Invoice Number:	#9 - 124316
Billing Period:	06/29-11/30/23
Federal Project Number:	TAP-1601(704)

Section 2: Billing Summary

Total Direct Salaries (see Section 3)		\$5,406.49	
Payroll, General and Administrative Overhead	145.000%	\$7,839.41	
		Subtotal 1	\$13,245.90
Total Fixed Fee Design	\$6,783.03		
Total Fixed Fee Design for this billing period		\$0.00	
Total Fixed Fee Design billed to date (including this period)	\$6,783.02		
Total Fixed Fee in Const Insp/Admin	\$4,341.44		
Total Fixed Fee Const Insp/Admin for this billing period		\$911.70	
Total Fixed Fee Const Insp/Admin billed to date (including this	\$911.70		
Total Fixed Fee in Contract	\$11,124.47		
Total Fixed Fee for this billing period		\$911.70	
Total Fixed Fee billed to date (including this period)	\$7,694.72		
		Subtotal 2	\$911.70
Total Direct Costs (see Section 3)		\$455.95	
		Subtotal 3	\$455.95
		Credit - over project ceiling	\$0.00
		Total for this invoice	\$14,613.55
		Less non-participating costs (items that are paid by local funds only)	\$5,260.88
		Total Invoice less non participating amount	\$9,352.67
TOTAL federal reimbursable amount (amount to be paid by MoDOT/FHWA)			\$9,352.67
Previously Total Invoiced Amount	\$53,562.52		
Total Billed to Date (including this invoice)	\$68,176.07		
Previously Total Non-Participating Costs	\$19,282.51		
Total Non-Participating Costs Billed to Date	\$24,543.39		
Total Federal Reimbursable Amt to Date	\$43,632.69		

LPA Consultant Services Invoice

INVOICE

Invoice Date:	1/3/24
Invoice Number:	#9 - 124316
Billing Period:	06/29-11/30/23
Federal Project Number:	TAP-1601(704)

Section 3: Project Cost Breakdown

DIRECT SALARIES

Task Description/Employee/Employee Job Title	HOURS	RATE	AMOUNT
CA & I-Kevin Marti/Project Manager	27.00	\$50.48	\$1,362.96
CA & I-Hunter Russow/Project Inspector	22.50	\$27.24	\$612.90
CA & I-Chris Herbst/Project Inspector	29.00	\$31.25	\$906.25
CA & I-Sean Matlock/Office Leader	5.50	\$57.62	\$316.91
CA & I-Brandon Seiwert/Senior Civil Designer	14.00	\$42.71	\$597.94
CA & I-Robin Ceperley/Client Manager	17.00	\$37.02	\$629.34
CA & I-Samatha Parrigon/Senior Office Coordinator	16.50	\$19.80	\$326.70
CA & I-Bree Pettengill/Project Coordinator	4.00	\$26.00	\$104.00
CA & I-Tamara Hanover/Project Coordinator	23.50	\$21.64	\$508.54
CA & I-Jesse Thomas/Material Testing Manager	1.50	\$27.30	\$40.95
			\$0.00
			\$0.00
			\$0.00
160.50	Total Direct Salaries due this invoice		\$5,406.49

DIRECT COSTS-Sub-consultants & Other direct costs

Task Description/Sub-consultant firm name (**Denotes DBE Sub)	AMOUNT	
CA33: Mileage 163 @ .65		\$105.95
JO32: 4 x 8 Concrete cylinders mold 25 @ \$14.00		\$350.00
Total Direct costs due this invoice		\$455.95

LPA Consultant Services Invoice

INVOICE

Invoice Date:	1/3/24
Invoice Number:	#9 - 124316
Billing Period:	06/29-11/30/23
Federal Project Number:	TAP-1601(704)

Section 4: Progress Report - % Complete & DBE

Total Costs (includes Salaries, Sub-consultants, Direct Costs, Overhead & Fixed Fee)				
Task	Total Budgeted	Total Expended to Date	Percent Expended (Budgeted/ Expended)	Estimate % Task Complete (Deliverables)
Task 1 - Design Services	\$53,562.52	\$68,176.07	127.28%	100.00%
Task 2 - Construction Inspection	\$35,717.48	\$14,613.55	40.91%	41.00%
TOTAL	\$89,280.00	\$82,789.62		

DBE Verification – Summary To Date				
DBE Goal =	0.00%			
Prime Consultant Contract Total =	\$89,280.00			
DBE Target \$ Amount =	\$0.00			
DBE Sub-Consultant (or DBE Prime)	Subcontract Amount	Total \$ Billed for THIS invoice	Total \$ Billed to Date	Overall DBE % Met to Date
Total DBE Contract \$	\$0.00			
Total \$ for DBE for THIS Invoice		\$0.00		
		Total \$ Billed to Date	\$0.00	
		DBE % Met to Date		0.00%

Progress Report – Narrative

Bids have been taken, contract awarded, and construction is in progress

G & G Construction Company, Inc.
641 E Java Rd
Carthage, MO 64836

CERTIFICATE OF PAYMENT NO. 1

THIS IS TO CERTIFY that, in accordance with the terms of a contract executed the 26th day of September, 2023 by and between, G & G Construction Company, Inc., Contractor, and the City of Carthage, for Citywide Sidewalk Improvements, Ph V, TAP 1601(704) there will be due and payable from the Owner to the Contractor upon the 12th day of December, 2023, the sum of Eighty-One Thousand, Three Hundred Fifty-Three and 18/100 Dollars (\$81,353.18).

ORIGINAL CONTRACT AMOUNT \$ 318,269.23

Change Order #1 - Net Deduct (or Add)

Change Order #2 - Net Deduct (or Add)

Contract to Date \$ 318,269.23

Previous Certificates Issued

This Certificate \$ 81,353.18

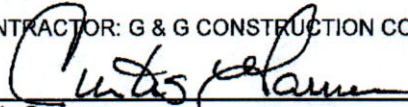
Total Certificates to Date \$ 81,353.18

Contract Balance \$ 236,916.05

City of Carthage
326 Grant
Carthage, MO 64836

The Contractor hereby states that he has examined the above, found it to be correct and now requests payment of the amount certified.

BY: 
Zeb Carney
Director of Public Works

CONTRACTOR: G & G CONSTRUCTION COMPANY, INC.
BY: 
Curtis Garner
President

Citywide Sidewalk Improvements, Ph V, TAP 1601(704)												Work Completed					
BASE BID																	
Item No.	Item Description	Qty.	Units	Unit Price Dollars Cents	Extended Total Dollars Cents	CO #1 Qty.	CO #1 Dollars Cents	CO #2 Qty.	CO #2 Dollars Cents	Total Qty	Total Dollars Cents	Previous	This Period	Total Qty's Complete to Date	Total \$ Completed	% Completed To Date	
2022010	Removal of Improvements	1	LS	\$ 10,630.00	\$ 10,630.00	0.00	\$ -		\$ -	1.00	\$10,630.00		0.38	0.38	\$ 4,039.40	38.00%	
2079903	Misc. {ADA Liner Grading, Class 1}	2200	LF	\$ 20.48	\$ 45,056.00	0.00	\$ -		\$ -	2200.00	\$45,056.00		836.00	836.00	\$ 17,121.28	38.00%	
3040143	Type 1 Aggregate for Base (4 " Thick)	254	SY	\$ 21.30	\$ 5,410.20	0.00	\$ -		\$ -	254.00	\$5,410.20			0.00	\$ -	0.00%	
3040143	Type 1 Aggregate for Base (2 " Thick)	1461	SY	\$ 18.70	\$ 27,320.70	0.00	\$ -		\$ -	1461.00	\$27,320.70		555.00	555.00	\$ 10,378.50	37.99%	
6042020	Adjust Basin or Inlet	6	EA	\$ 524.00	\$ 3,144.00	0.00	\$ -		\$ -	6.00	\$3,144.00		1.00	1.00	\$ 524.00	16.67%	
6081010	Concrete Curb Ramp	81	SY	\$ 257.41	\$ 20,850.21	0.00	\$ -		\$ -	81.00	\$20,850.21			0.00	\$ -	0.00%	
6081012	Truncated Domes	156	SF	\$ 59.04	\$ 9,210.24	0.00	\$ -		\$ -	156.00	\$9,210.24			0.00	\$ -	0.00%	
6085008	Paved Approach (8")	254	SY	\$ 100.00	\$ 25,400.00	0.00	\$ -		\$ -	254.00	\$25,400.00			0.00	\$ -	0.00%	
6086004	Concrete Sidewalk, 4"	1461	SY	\$ 58.70	\$ 85,760.70	0.00	\$ -		\$ -	1461.00	\$85,760.70		555.00	555.00	\$ 32,578.50	37.99%	
6091011	Concrete Curb (Over 6" Height) Type S	526	LF	\$ 66.81	\$ 35,142.06	0.00	\$ -		\$ -	526.00	\$35,142.06			0.00	\$ -	0.00%	
6169901	Traffic Control	1	LS	\$ 6,200.00	\$ 6,200.00	0.00	\$ -		\$ -	1.00	\$6,200.00		0.50	0.50	\$ 3,100.00	50.00%	
6181000	Mobilzation	1	LS	\$ 10,310.00	\$ 10,310.00	0.00	\$ -		\$ -	1.00	\$10,310.00		0.50	0.50	\$ 5,155.00	50.00%	
6274000	Contractor Furnished Surveying & Staking	1	LS	\$ 3,200.00	\$ 3,200.00	0.00	\$ -		\$ -	1.00	\$3,200.00		0.75	0.75	\$ 2,400.00	75.00%	
7039904	Small Block Retaining Wall	642	LF	\$ 24.86	\$ 15,960.12	0.00	\$ -		\$ -	642.00	\$15,960.12			0.00	\$ -	0.00%	
8059919	Top Soil, Fertilizer, Seed & Mulch	0.30	ACRE	\$ 35,583.33	\$ 10,675.00	0.00	\$ -		\$ -	0.30	\$10,675.00		0.11	0.11	\$ 4,056.50	38.00%	
8069901	Erosion Control	1	LS	\$ 4,000.00	\$ 4,000.00	0.00	\$ -		\$ -	1.00	\$4,000.00		0.50	0.50	\$ 2,000.00	50.00%	
TOTAL BASE BID AMOUNT					\$ 318,269.23		\$ -		\$ -		\$318,269.23				\$ 81,353.18	25.56%	
TOTAL AMOUNT DUE THIS INVOICE															\$ 81,353.18		

CONTRACTOR'S MONTHLY ESTIMATE NO.

1

PROJECT: Citywide Sidewalk Improvements, Ph V, TAP 1601(704)
OWNER: City of Carthage, MISSOURI
CONTRACTOR: G & G Construction Company, Inc.
CONTRACT DATE: 9/26/2023
PERIOD COVERED THIS ESTIMATE: October 31, 2023 - December 5, 2023

Sub-total,	\$	81,353.18	CALENDAR DAYS	90
Less retainage	0.00%	\$0.00	DAYS USED	36
Total	\$	81,353.18	DAYS REMAINING	54
Less Previous Payments	\$	-	EXPECTED CONTRACT COMPLETION DATE	January 29, 2024
TOTAL AMOUNT DUE THIS ESTIMATE	\$	81,353.18	NOTICE TO PROCEED DATE	10/31/2023

INSPECTED BY: OWN, INC.

APPROVED BY: OWN, INC.

BY: Kevin K. Marti
Kevin Marti, PE
DATE: December 6, 2023

BY: Kevin K. Marti
Kevin Marti, PE
DATE: December 6, 2023

APPROVED BY OWNER: CITY OF CARTHAGE, MO

BY: Zeb Carney
ZEB CARNEY, DIRECTOR OF PUBLIC WORKS
DATE: 12/6/23

The undersigned CONTRACTOR certifies that to the best of his knowledge, information, and belief, the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by him for work for which previous certificates for payment were issued and payments received from the OWNER, and that current payment shown herein is now due.

I hereby declare that I have not, during the period covered by this application, performed any work, furnished any material, sustained any loss, damage, or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from the OWNER or its agents, and the OWNER's ENGINEER or its agents, in addition to the regular items set forth in the contract as dated above executed between myself and the OWNER, and in the change orders for work issued by the OWNER in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

APPROVED BY CONTRACTOR

BY: Curtis Garner
Curtis Garner
DATE: December 6, 2023

COUNCIL BILL NO. 24-03

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to grant an Easement of Property owned by the City of Carthage in Municipal Park, to Spire Missouri, Inc. to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to grant an Easement of Property owned by the City of Carthage in Municipal Park, to Spire Missouri, Inc. to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures, a copy of the easement is attached hereto and incorporated herein as if set out in full.

SECTION II: This Ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, Mayor

ATTEST:

Amy Taylor, Deputy City Clerk

Sponsored by: Public Works

EASEMENT

Jasper County, Missouri

For and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged.

**CITY OF CARTHAGE, MISSOURI, a municipal corporation, for the use and benefit of
the Carthage Parks and Recreation Board (Grantor)**

Room 5 Courthouse
Carthage, MO

owners of a tract of land described as follows: Part of Section 5, Township 28 North, Range 31 West as described in Book 1240 at Page 1427 of the Jasper County, Missouri Records,

does hereby grant unto

SPIRE MISSOURI INC. (Grantee)

700 Market Street
St. Louis, MO 63101

its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, appurtenances and above ground structures along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A ten-foot (10') strip of land in the above parcel as shown on "Easement Exhibit A, Page 1 of 2 and Page 2 of 2" and further described on "Easement Exhibit B" together with the rights to use additional space adjacent to the above-described easement as may be required during construction and the right of ingress to and egress from the above described land and contiguous land owned by **Grantor**. In exercising its rights of access **Grantee** shall whenever practical, use existing roads or lanes.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above-described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the

production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein without surrendering its easement rights stated herein.

Grantee has the right and privilege of removing at any time, any or all the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

Grantors shall have the right to use and enjoy the above-described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipeline or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein. The undersigned also agrees not to erect or cause to be erected any building or structure on said easement and not place fill in excess of five (5) feet on pipeline(s) or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, or remove overburden (cover) such that pipeline or cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, does not have at least three (3) feet of remaining cover. **Grantee** shall also have the right to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land.

Grantor further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein, shall be paid by the **Grantor** if the removal and relocation is made necessary by the actions of **Grantor**.

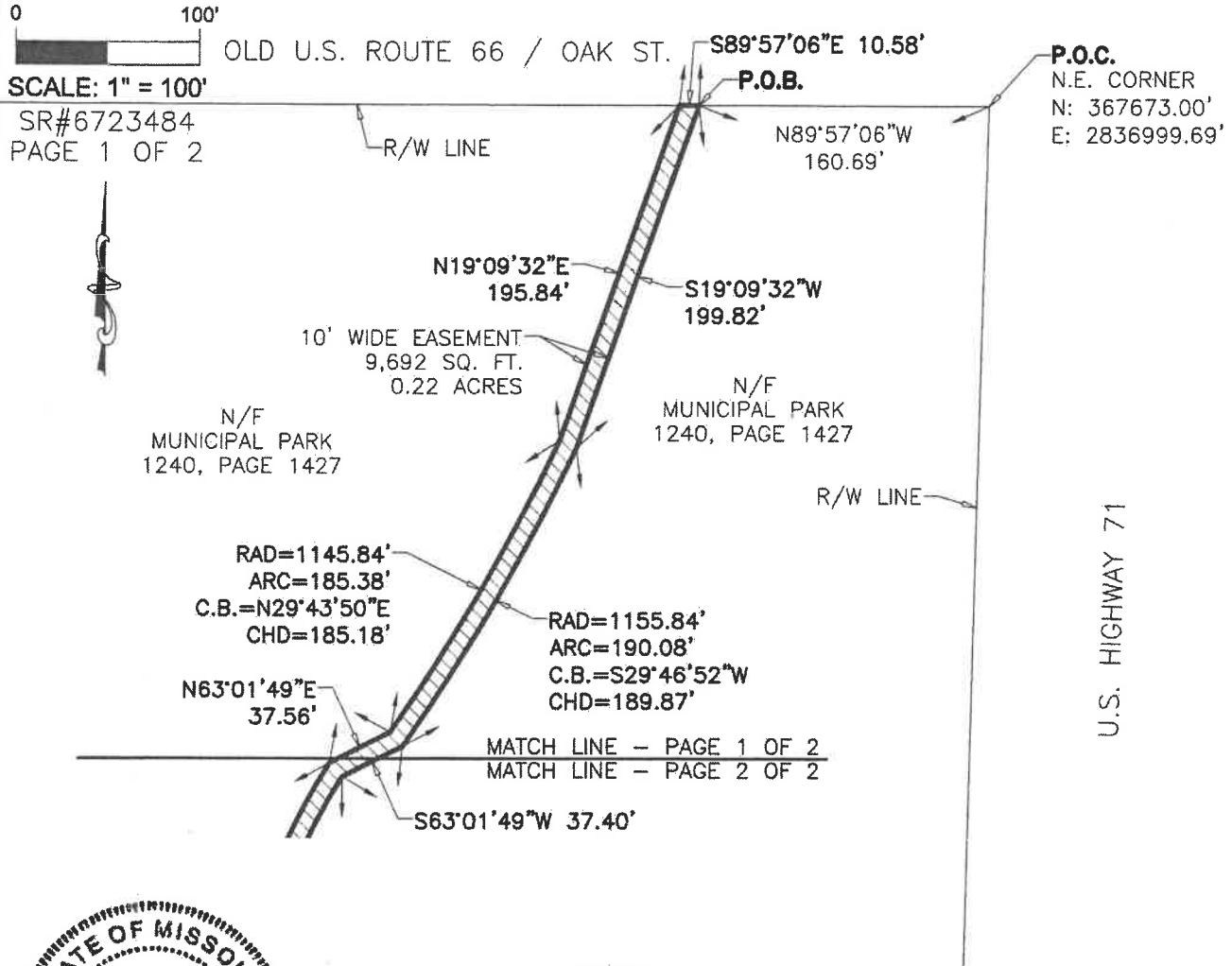
Grantor warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

Grantee accepts this easement with the understanding and on the condition, that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

IN WITNESS WHEREOF, said CITY OF CARTHAGE, MISSOURI has caused these presents to be the day and year first above written.

EASEMENT EXHIBIT A

PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 28 NORTH, RANGE 31 WEST OF THE 5TH P.M.,
CITY OF CARTHAGE, JASPER COUNTY, MISSOURI



NOTES:

1. Bearing referenced to Grid North of the Missouri Coordinate System 1983, West Zone per GPS observations utilizing the MoDOT VRS RTK Network.
2. Outboundary shown hereon as per Missouri Warranty Deed recorded on January 14, 1981 in Book 1240, Page 1427 of the Jasper County Recorder of Deeds.
3. Centerline Distance = 969.34'

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com

TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

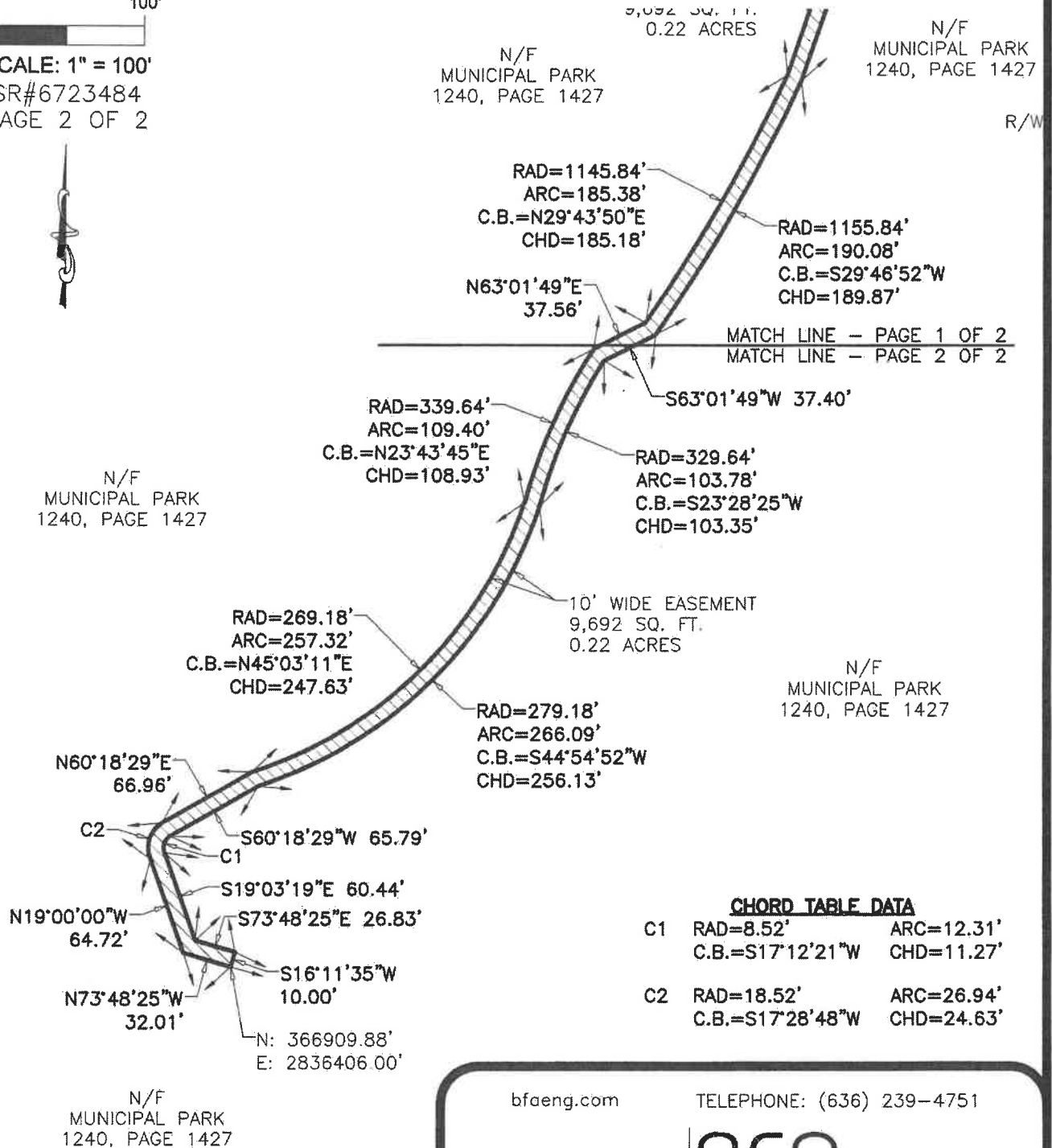
DRAWN BY	DATE	Project No.
A.C.W.	11-17-23	3712

EASEMENT EXHIBIT A

PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 28 NORTH, RANGE 31 WEST OF THE 5TH P.M.,
CITY OF CARTHAGE, JASPER COUNTY, MISSOURI



SCALE: 1" = 100'
SR#6723484
PAGE 2 OF 2



CHORD TABLE DATA

C1	RAD=8.52'	ARC=12.31'
	C.B.=S17°12'21"W	CHD=11.27'
C2	RAD=18.52'	ARC=26.94'
	C.B.=S17°28'48"W	CHD=24.63'

bfaeng.com

TELEPHONE: (636) 239-4751



103 ELM STREET, WASHINGTON, MISSOURI 63090

DRAWN BY
A.C.W.

DATE
11-17-23

Project No.
3712

EASEMENT EXHIBIT B

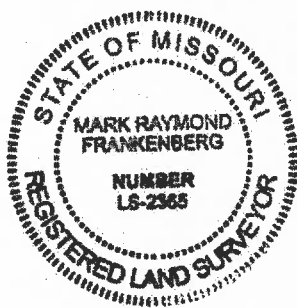
PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 28 NORTH, RANGE 31 WEST OF THE 5TH P.M.,
CITY OF CARTHAGE, JASPER COUNTY, MISSOURI

SR#6723484

LEGAL DESCRIPTION

A tract of land being part of the North Half of the Southeast Quarter of Section 5, Township 28 North, Range 31 West of the 5th P.M. Carthage, Jasper County, Missouri, to wit:

Commencing at the Northeast Corner of a tract of land recorded on January 14, 1981 in Book 1240, Page 1427 of the Jasper County Recorder of Deeds Office, also being the intersection point of the west right-of-way line of U.S. Highway 71 and the south right-of-way line of Old U.S. Route 66 / Oak Street; thence along said south right-of-way line N89°-57'-06"W 160.69 ft. to the point of beginning; thence leaving said south right-of-way line S19°-09'-32"W 199.82 ft. to a point; thence along a curve deflecting to the left having a radius of 1155.84 ft., an arc length of 190.08 ft., a chord bearing of S29°-46'-52"W, a chord distance of 189.87 ft. to a point; thence S63°-01'-49"W 37.40 ft. to a point; thence along a curve deflecting to the right having a radius of 329.64 ft., an arc length of 103.78 ft., a chord bearing of S23°-28'-25"W, a chord distance of 103.35 ft. to a point; thence along a curve deflecting to the right having a radius of 279.18 ft., an arc length of 266.09 ft., a chord bearing of S44°-54'-52"W, a chord distance of 256.13 ft. to a point; thence S60°-18'-29"W 65.79 ft. to a point; thence along a curve deflecting to the left having a radius of 8.52 ft., an arc length of 12.31 ft., a chord bearing of S17°-12'-21"W, a chord distance of 11.27 ft. to a point; thence S19°-03'-19"E 60.44 ft. to a point; thence S73°-48'-25"E 26.83 ft. to a point; thence S16°-11'-35"W 10.00 ft. to a point; thence N73°-48'-25"W 32.01 ft. to a point; thence N19°-00'-00"W 64.72 ft. to a point; thence along a curve deflecting to the right having a radius of 18.52 ft., an arc length of 26.94 ft., a chord bearing of N17°-28'-48"W, a chord distance of 24.63 ft. to a point; thence N60°-18'-29"E 66.96 ft. to a point; thence along a curve deflecting to the left having a radius of 269.18 ft., an arc length of 257.32 ft., a chord bearing of N45°-03'-11"E, a chord distance of 247.63 ft. to a point; thence along a curve deflecting to the right having a radius of 339.64 ft., an arc length of 109.40 ft., a chord bearing of N23°-43'-45"E, a chord distance of 108.93 ft. to a point; thence N63°-01'-49"E 37.56 ft. to a point; thence along a curve deflecting to the left having a radius of 1145.84 ft., an arc length of 185.38 ft., a chord bearing of N29°-43'-50"E, a chord distance of 185.18 ft. to a point; thence N19°-09'-32"E 195.84 ft. to a point on the south right-of-way line of Old U.S. Route 66 / Oak Street; thence along said south right-of-way line S89°-57'-06"E 10.58 ft. to the point of beginning, containing 0.22 acres.



Mark R. Frankenberg 11/22/23

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

bfaeng.com

TELEPHONE: (636) 239-4751



DRAWN BY DATE Project No.
A.C.W. 11-17-23 3712

103 ELM STREET, WASHINGTON, MISSOURI 63090

COUNCIL BILL NO. 24-04

ORDINANCE NO. _____

An Ordinance authorizing the Mayor to enter into a participation agreement with Sysco Inc, to provide food services, for the City of Carthage, Missouri.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into a contract with Sysco Inc for food concession services, for the City of Carthage, a copy of which agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Dan Rife, MAYOR

ATTEST:

Amy Taylor, DEPUTYCITY CLERK

Sponsored by:

COUNCIL BILL NO. 24-06

ORDINANCE NO. 24-08

An Ordinance authorizing the Mayor to enter into an agreement with the Missouri Department of Conservation for a Community Forestry Cost Share Grant, for updates to tree inventory, in the city of Carthage Missouri.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE,
JASPER COUNTY, MISSOURI** as follows:

SECTION I: The Mayor of the City of Carthage is hereby authorized to enter into an agreement with the Missouri Department of Conservation for a Forestry Cost Share Grant to update the current tree inventory in the city parks, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

SECTION II: This ordinance shall take effect and be in force from and after its passage and approval.

PASSED AND APPROVED THIS 23rd DAY OF January, 2024.

MAYOR

ATTEST:

CITY CLERK

Sponsored by:

COST SHARE REQUEST / AGREEMENT

AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC),

AND:

Cooperator Name:

City of Carthage

Address

521 Robert Ellis Young Dr.

City:

Carthage

State:

MO

Zip:

64836

Phone(s):

417-237-7035

County:

Jasper

Township:

Range:

Section:



Practice / Components (____ Program)	Project Number (ex.MDC 200.B.1)	Units Planned (acres, feet, etc.)	Unit Type	Cost Share Rate	Maint enance (years)	Partner Funding Requested	MDC Funding Requested	Units Completed (acres, feet, etc.)	Unit Type	Partner Funding Earned	MDC Funding Earned
Community Tree Inventories	900.B.3	1	Each	90%	10		\$40,087.95		Each		\$0.00
TOTALS						\$ -	\$40,087.95			\$ -	\$0.00

* Attach Plan (if program requires)

Non-Focus Area/CC Tier 3 [] Tier 1-4 Geography/ CC Tier 2 [] Tier 1 Geography With RCT approval/ CC Tier 1 [X]

List landowner's objectives: Wildlife [] Forestry/Woodland [] Wetland/Aquatic [] Prairie/Glade [] Recreation [] Other []

Heritage Review [X] Monarch Planting [] Native Forage [X] New Customer [] MDC Employee []

I request cost share assistance to install the above described practice(s). If funded, I agree to maintain the practice(s) for the specified maintenance length for each practice listed above, and I agree to refund all or part of the cost share assistance paid to me if before the expiration of the specified practice lifespan, I (a) fail to satisfactorily maintain the practice, (b) destroy the approved practice, or (c) voluntarily relinquish control or title to the land on which the approved practice(s) has been established and the new owner and/or operator of the land does not maintain the practice for the remainder of its lifespan, whether or not the new owner agrees to maintain the practice.

By entering into this agreement, the cooperator will receive coverage under the MDC's Bat Habitat Conservation Plan (MDC Bat HCP), approved by the U.S. Fish and Wildlife Service (USFWS) under the authority of the Federal Endangered Species Act, for any incidental take of the Endangered or Threatened Indiana Bat, Little Brown Bat, Grey Bat, Northern Long-eared Bat, and Tricolored Bat resulting from the activities conducted under the agreement this coverage is specifically conditioned upon the cooperators' compliance with the agreement, including the following terms and conditions: (1) Landowner will implement the planned practice consistent with the practice specifications provided within the site specific management plan. (2) Cooperator will allow MDC staff to inspect the practice as needed to confirm the practice has been implemented as described in the site-specific management plan. (3) Cooperator will allow MDC to report to USFWS the landowner's enrollment in the MDC Bat HCP and their compliance with the practice implementation requirements. (4) Landowner acknowledges that compliance with the practice implementation requirements included within the site-specific management plan is a condition of the agreement and failure to comply will constitute a violation of the agreement. If a violation occurs, MDC will notify the cooperator with a noncompliance letter within 30 days of detection. The letter will include the actions necessary for the landowner to bring the site back into compliance within a specific timeframe (Deadlines will vary depending on the nature of the violation). (5) Cooperator acknowledges that MDC may, if the cooperator fails to comply with the actions listed in the noncompliance letter, withdraw technical or financial support, disqualify the cooperator from future participation in MDC Programs, or similar actions consistent with the scale of the violations. Depending on the scale and nature of the violation, MDC may seek reimbursement, through legal means if necessary, of any funds granted to the cooperator under this agreement. (6) Cooperator acknowledges that noncompliance results in an automatic suspension of the incidental take exemptions extended to the landowner under this agreement.

I further understand that failure to comply with this agreement may make me ineligible for participation in future MDC cost share programs. Failed practices due to causes beyond the cooperator's control (e.g. drought, flood, etc.) as determined by the resource planner, are considered "no-fault" terminated. Pending available funding, landowner is eligible to re-establish failed practice as a new practice, with all documentation and timelines reinitiated.

Tier 1 Community Geographies Receiving Upfront Payment- I agree to reimburse the Department for any unspent funds with thirty (30) days of project checkout. I understand that undocumented expenses are not eligible to be included within calculation of actual project expenses.

I certify that the funds requested above do not duplicate (although they may be used in conjunction or "piggybacked" with) funds provided by other state or federal cost share practices and that multiple program enrollment on the same acre(s) will be for complimentary purposes.

In signing this form (spouses should co-sign), I (we) attest and confirm sole legal ownership of the property where these practices will be implemented, or can legally represent the ownership (MDC POA form required) for the purpose of entering into this contract to implement these practices and accept payment on behalf of all owners.

COOPERATOR SIGNATURE

PARTNER REVIEW (if applicable)

ALLOCATION APPROVED (MDC)

PRACTICE(S) COMPLETED (MDC)

DATE

DATE

DATE

DATE

Andy Clark

1/8/24

Cooperator:

City of Carthage

Region:	Planner Name:	Approved By: (Print Name)
Southwest Region	Jon Skinner	
Amount of Payment:	\$0.00	Signature:
WPI Number:	Org Code:	
305	LG30CL	
Object Code Number		Title:
3403		
Appropriation:		Date:

Mayor's Appointments

January 2024

Library Board

<u>NAME</u>	<u>PHONE</u>	<u>ADDRESS</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
Doug Huntley	417-359-6377	2012 Amber Lane	01/23/2024	7/2025

RESOLUTION NO. 2023

A RESOLUTION PROVIDING FOR THE FORMAL ACCEPTANCE OF AN ANONYMOUS DONATION OF \$10,000 BY THE CITY COUNCIL OF THE CITY OF CARTHAGE, MISSOURI PURSUANT TO CITY POLICY.

WHEREAS, periodically, private individuals and agencies would like to make donations and grants to the City of Carthage for general or specific purposes; and

WHEREAS, the City has adopted a policy to formalize the conditions and procedures to be followed by the City in accepting said donations and grants, and to assist the City Council in evaluating the impact of proposed donations and grants on the resources of the City of Carthage; and

WHEREAS, This policy also establishes guidelines that ensure donations occur at “arm’s length” distance from any City decision-making process, and provide criteria and processes for the acceptance of donations; and

WHEREAS, City Staff ensured that there were no potential conflicts of interest regarding this donation, and protected the anonymity as much as legally possible provided by law for legitimate reasons; and ensured that the donor does not expect anything in return and there are no conditions attached to the donation; and

WHEREAS, the Public Safety Committee met and discussed concerns regarding transparency etc., including knowledge of the donation source, and any interest, the donor had in city business, and recommended acceptance of the donation at their January 22, 2024 meeting; and

WHEREAS, The City Administrator has prepared and submitted a report evaluating the impact of the proposed donation or grant on the resources of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI, THE MAYOR CONCURRING HEREIN, AS FOLLOWS:

That the City hereby accepts a donation in the amount of ten thousand dollars and no cents (\$10,000.00) from an anonymous donor for use in the Carthage Police Department. The donor did not place any restrictions on the specific use of the funds. A budget adjustment will be prepared when necessary to authorize the appropriation of these funds.

PASSED AND APPROVED THIS 23rd DAY OF January, 2024.

Dan Rife, Mayor

ATTEST:

Amy Taylor, Deputy City Clerk

CITY ADMINISTRATOR DONATION REPORT:

The City Administrator shall prepare a report evaluating the impact of all proposed donations or grants on the resources of the City. This report must include both the immediate costs of placing said donation into service or program into action and the costs required to maintain or continue the program in future budget years. Such costs may include analysis of annual personnel, repair and maintenance and equipment expenditures and any future capital improvements required by the donation. The report must be submitted to Council at the same time acceptance of the donation or grant is to be considered. If additional operating costs are associated with the acceptance of the donation, the Council shall identify the source of revenues to defray the additional costs at the time of acceptance.

There will be no adverse impact of acceptance of the cash contributions. The Budget Ways & Means Committee will meet to determine a recommendation on the appropriation of these funds. It is recommended that the funds be placed in the Public Safety Fund budget pending Budget Ways & Means Committee recommendations for City Council action regarding appropriations of said funds.

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: NOVEMBER 30TH, 2023

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUES</u>					
110-GENERAL REVENUE	14,003,205.00	2,076,733.35	5,642,212.35	40.29	8,360,992.65
121-PUBLIC HEALTH	253,000.00	11,220.60	64,318.11	25.42	188,681.89
122-LANDFILL CLOSURE	7,500.00	4,089.46	21,484.07	286.45 (	13,984.07)
123-LODGING TAX	255,600.00	17,954.40	69,288.44	27.11	186,311.56
124-CIVIC ENHANCEMENT	800.00	274.36	1,148.55	143.57 (	348.55)
125-STORMWATER	100.00	44.28	225.35	225.35 (	125.35)
126-PUBLIC SAFETY GRANT	0.00	395.01	96,000.00	0.00 (	96,000.00)
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,476,408.00	116,717.55	637,316.79	43.17	839,091.21
129-TIF & CID SPECIAL TAX	600.00	50,340.77	51,244.89	8,540.82 (	50,644.89)
130-INMATE SECURITY FUND	3,500.00	297.95	1,697.50	48.50	1,802.50
131-FIRE PROTECTION TAX	758,200.00	64,351.96	347,970.76	45.89	410,229.24
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	643,300.00	40,956.99	429,968.04	66.84	213,331.96
161-CAPITAL IMPROVEMENTS	2,377,595.00	125,108.11	677,648.80	28.50	1,699,946.20
162-PARKS & RECREATION	267,716.00	730.06	10,618.12	3.97	257,097.88
163-MYERS PARK	1,155,849.00	3,345.04	17,017.82	1.47	1,138,831.18
164-JUDICIAL EDUCATION FU	100.00	1.72	9.01	9.01	90.99
165-USE TAX	954,050.00	0.00	18,875.32	1.98	935,174.68
175-Public Fac/Bond Fund	4,550,000.00	14,330.62 (	182,081.90)	4.00-	4,732,081.90
221-ECONOMIC DEVELOPMENT	33,519.00	63.07	320.96	0.96	33,198.04
222-AMERICAN RESCUE PLAN	0.00	6,928.12	34,078.02	0.00 (	34,078.02)
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	20,569.36	79,465.51	0.00 (	79,465.51)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
 TOTAL REVENUES	 26,741,042.00	 2,554,452.78	 8,018,826.51	 29.99	 18,722,215.49
	=====	=====	=====	=====	=====

CITY OF CARTHAGE
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: NOVEMBER 30TH, 2023

PAGE: 2

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>EXPENDITURES</u>					
110-GENERAL REVENUE	19,601,136.00	1,247,870.62	6,402,775.89	32.67	13,198,360.11
121-PUBLIC HEALTH	289,502.00	26,502.96	118,044.03	40.77	171,457.97
122-LANDFILL CLOSURE	0.00	0.00	0.00	0.00	0.00
123-LODGING TAX	296,053.00	28,212.15	45,626.69	15.41	250,426.31
124-CIVIC ENHANCEMENT	0.00	0.00	0.00	0.00	0.00
125-STORMWATER	0.00	0.00	0.00	0.00	0.00
126-PUBLIC SAFETY GRANT	1,675.00	693.02	693.02	41.37	981.98
127-CDBG	0.00	0.00	0.00	0.00	0.00
128-PARKS/STM WTR	1,316,064.00	122,866.45	279,972.02	21.27	1,036,091.98
129-TIF & CID SPECIAL TAX	0.00	0.00	0.00	0.00	0.00
130-INMATE SECURITY FUND	0.00	0.00	0.00	0.00	0.00
131-FIRE PROTECTION TAX	999,678.00	1,669.56	69,852.77	6.99	929,825.23
141-FAIR ACRES SPORTS COM	0.00	0.00	0.00	0.00	0.00
142-GOLF COURSE	833,795.00	80,723.32	330,216.23	39.60	503,578.77
161-CAPITAL IMPROVEMENTS	3,257,780.00	9,329.50	117,902.99	3.62	3,139,877.01
162-PARKS & RECREATION	265,000.00	0.00	0.00	0.00	265,000.00
163-MYERS PARK	1,739,594.00	3,502.50	3,502.50	0.20	1,736,091.50
164-JUDICIAL EDUCATION FU	0.00	0.00	0.00	0.00	0.00
165-USE TAX	1,085,252.00	55,407.85	127,659.63	11.76	957,592.37
175-Public Fac/Bond Fund	8,200,637.00	11,785.00	57,138.00	0.70	8,143,499.00
221-ECONOMIC DEVELOPMENT	31,819.00	0.00	0.00	0.00	31,819.00
222-AMERICAN RESCUE PLAN	135,000.00	865.09	21,501.12	15.93	113,498.88
341-CW & EP	0.00	0.00	0.00	0.00	0.00
342-MCCUNE-BROOKS HOSPITA	0.00	0.00	0.00	0.00	0.00
343-LIBRARY OPERATING	0.00	25,000.00	190,000.00	0.00 (	190,000.00)
344-LIBRARY BUILDING	0.00	0.00	0.00	0.00	0.00
345-POWERS MUSEUM	0.00	0.00	0.00	0.00	0.00
346-POWERS CAPITAL	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL EXPENDITURES	<u>38,052,985.00</u>	<u>1,614,428.02</u>	<u>7,764,884.89</u>	<u>20.41</u>	<u>30,288,100.11</u>
REVENUES OVER/(UNDER) EXPENDITURES	(11,311,943.00)	940,024.76	253,941.62		(11,565,884.62)

*** END OF REPORT ***

SALES TAX REPORT (UNAUDITED)

For the Month of:

December

FY 2023-24

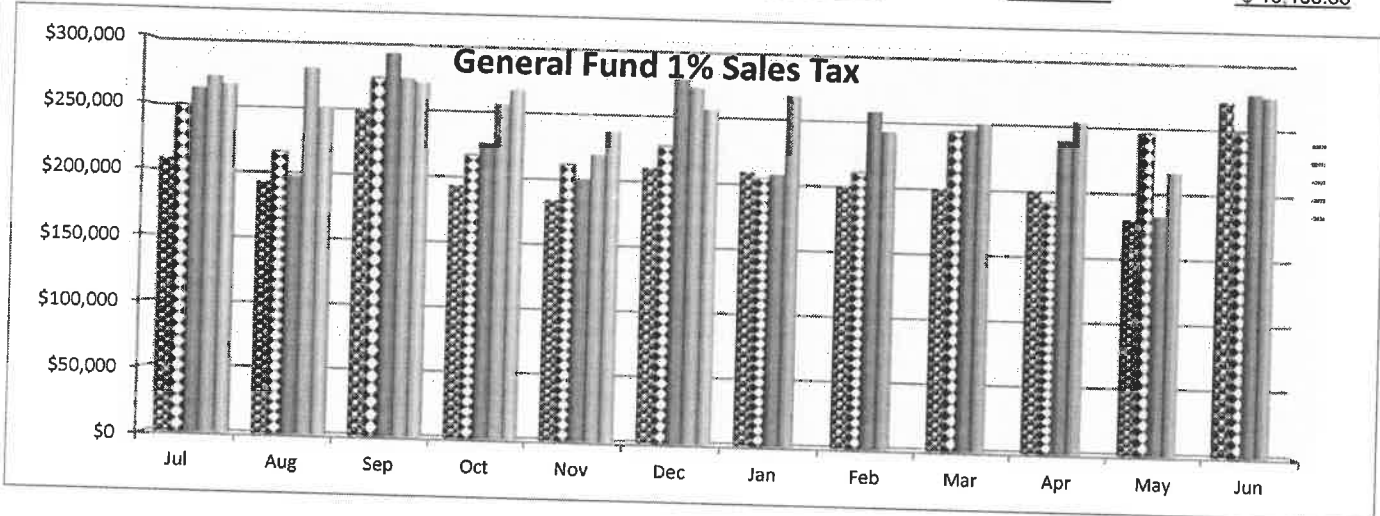
City's 1% General Fund Sales Tax

Current Month: \$ 254,795.52

Anticipated: \$ 220,542.47

% Difference 15.53%

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Current Month	\$ 209,374.86	\$ 226,348.29	\$ 276,827.76	\$ 270,964.37	\$ 254,795.52
% Change		8.11%	22.30%	-2.12%	-5.97%
\$Change		\$ 16,973.43	\$ 50,479.47	-\$ 5,863.39	-\$ 16,168.85

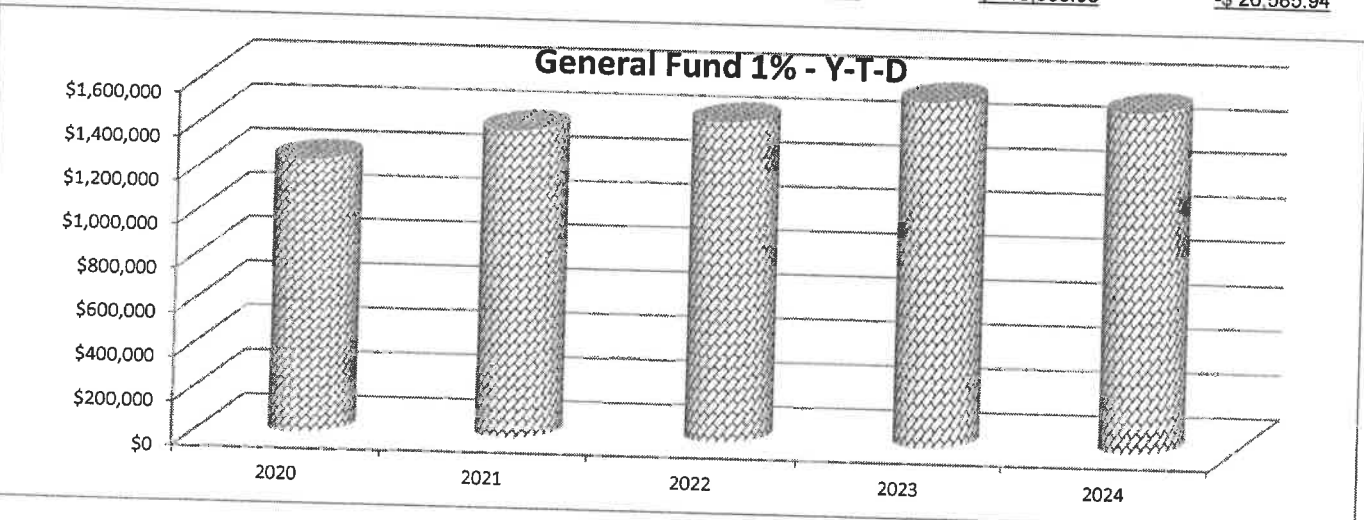


Year-To-Date: \$ 1,541,130.60

Budgeted: \$ 3,096,746.00

% Difference 50.23%

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Y-T-D	\$ 1,233,396.20	\$ 1,389,457.02	\$ 1,451,678.46	\$ 1,567,716.54	\$ 1,541,130.60
% Change		12.65%	4.48%	7.99%	-1.70%
\$Change		\$ 156,060.82	\$ 62,221.44	\$ 116,038.08	-\$ 26,585.94



Comments:

Currently, City Sales Taxes total 2.750%. This includes 1% General, .5% Transportation, .5% Capital Improvements, .5% Parks/Stormwater, and .25% Fire. Numbers are shown as received by the City. Receipts lag collections by approximately 2 months.

USE TAX REPORT (UNAUDITED)

For the Month of:

DECEMBER FY 2023-24

2.75% Use Tax

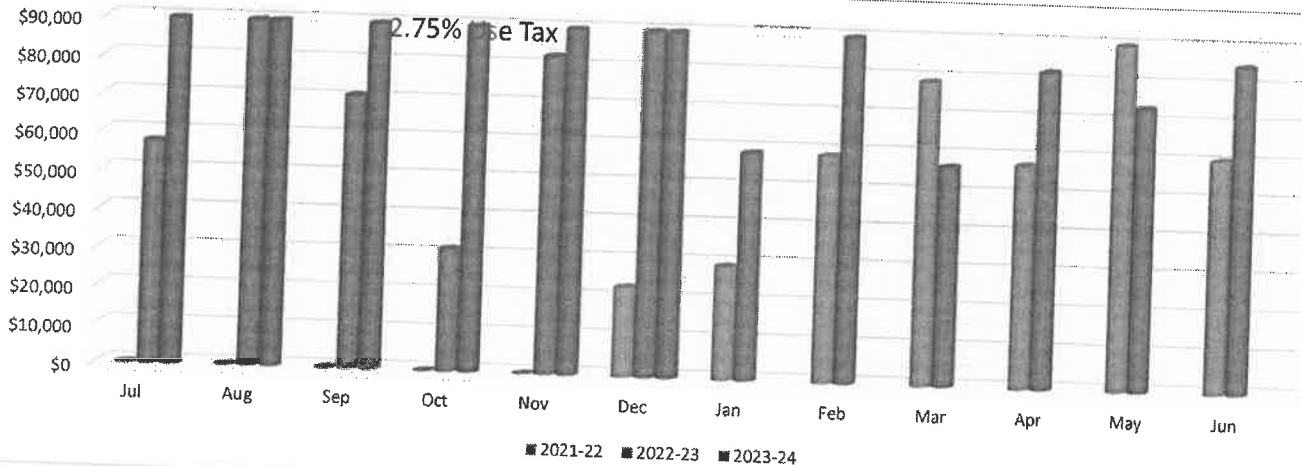
9

Current Month: \$ 114,727.38

Anticipated: \$ 85,520.47

% Difference 34.15%

	FY 2022	FY 2023	FY 2024
Current Month	\$ 23,090.14	\$ 121,229.45	\$ 114,727.38
% Change			-5.36%
\$Change		\$ 98,139.31	\$ -6,502.07

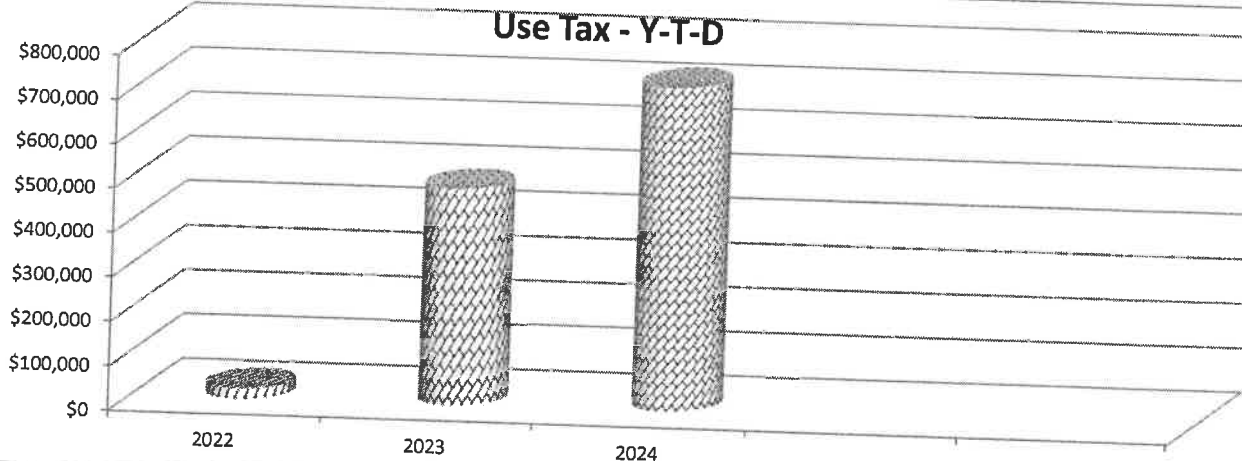


Year-To-Date: \$ 728,631.45

Budgeted: \$ 953,975.00

% Difference 23.62%

	FY 2022	FY 2023	FY 2024
Y-T-D	\$ 23,091.28	\$ 484,875.04	\$ 728,631.45
% Change			50.27%
\$Change		\$ 461,783.76	\$ 243,756.41



Comments:

The Department of Revenue received notification by the City-as required by Section 144.757- RSMo, that it had imposed a 2.75% City local option Use Tax at the same rate as the local sales tax rate. The tax became effective October 1, 2021 with no expiration date. The City had indicated that it would distribute the funds as follows: 30% Public Safety; 30% Roads & Bridges and 40% Parks & Recreation for the first 3 years of collections. City receipts lag collections by approximately 2 months. Monthly use tax distributions are distributed by means of electronic fund transfers from the State to the City.



ANGLUM APPRAISAL

APPRAISAL OF REAL PROPERTY

247.65 ACRE COMMERCIAL TRACT

Dr. Russell Smith Way
Carthage, MO, 64836

Prepared For:

Southwest Missouri Bank

Date of Appraisal Inspection:

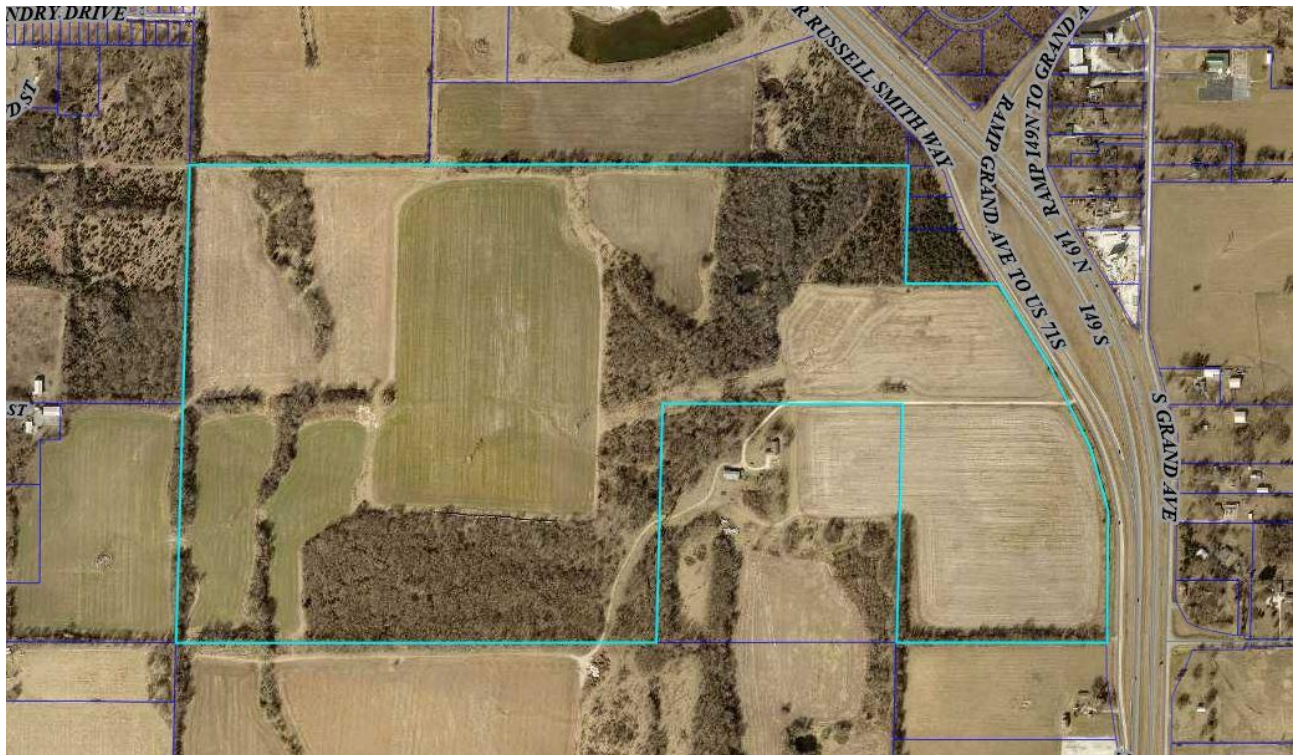
December 21, 2023

Effective Date of the “as is” Appraisal:

December 21, 2023

Report Format:

Appraisal Report – Standard Format





P.O. Box 2172
Branson West MO 65737

ANGLUM APPRAISAL



417-294-1967



anglumappraisal@gmail.com



www.anglumappraisal.com

December 29, 2023

Southwest Missouri Bank
P.O. Box 814
Carthage, MO 64836

Following is the appraisal report on the 247.65 Acre Commercial Tract located on Dr. Russell Smith Way, Carthage, MO 64836. The property is currently used for agriculture but is zoned Light Industrial by the City of Carthage.

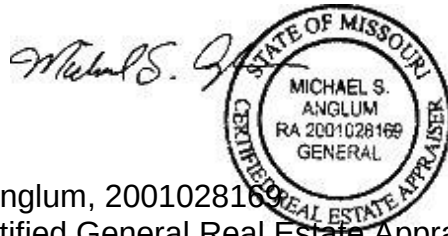
I have personally inspected the site and the improvements and have made a detailed analysis of the facts pertinent to the property's estimation of value.

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal. The format we have deemed appropriate summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions. This appraisal is completed in compliance with USPAP 2020-2023.

This Appraisal Report is the logical outcome of the inspection and analysis to conclude the market value of the real property.

The "as is" fee simple current market value for the **247.65 Acre Commercial Tract**, as of **December 21, 2023** is:

THREE MILLION FOUR HUNDRED THOUSAND DOLLARS
\$3,400,000



Michael S. Anglum, 2001028169
Missouri Certified General Real Estate Appraiser

INTRODUCTION TABLE OF CONTENTS

INTRODUCTION	3
TABLE OF CONTENTS	3
CERTIFICATION OF VALUE	5
PREMISES OF THE APPRAISAL	7
ASSUMPTIONS AND LIMITING CONDITIONS	7
PURPOSE AND USE OF THE APPRAISAL	11
DEFINITION OF MARKET	11
DEFINITION OF AS IS MARKET VALUE	11
DEFINITION OF PROPERTY RIGHTS APPRAISED	12
APPLICABLE REQUIREMENTS	12
REPORT FORMAT	12
PRIOR SERVICES	13
SCOPE OF WORK	13
DATA PRESENTATION	14
IDENTIFICATION OF THE PROPERTY	14
PERSONAL PROPERTY INCLUDED	14
ECONOMIC ANALYSIS	15
REGIONAL AND CITY ANALYSIS	15
CARTHAGE	19
SITE DATA	22
ZONING	29
TAXES	31
HISTORY OF THE PROPERTY	31
EXPOSURE TIME	32
MARKETING TIME	32
DATA ANALYSIS AND CONCLUSIONS	33
HIGHEST AND BEST USE	33
VALUATION METHODOLOGY	34
“AS IS” SALES COMPARISON APPROACH	35
SALES COMPARISON APPROACH	36
ADDENDA	53

QUALIFICATIONS	53
LICENSE	54
ENGAGEMENT LETTER	55

CERTIFICATION OF VALUE

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

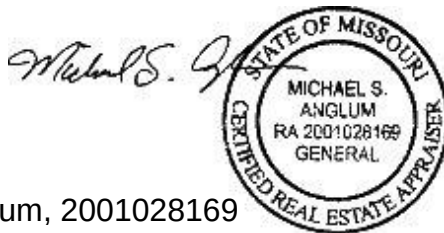
My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant professional assistance to the person signing this certification.

I have not provided any services regarding the subject property in the past three years.



Michael S. Anglum, 2001028169
Missouri Certified General Real Estate Appraiser

SUMMARY OF IMPORTANT CONCLUSIONS

PROPERTY:	247.65 Acre Commercial Tract Dr. Russell Smith Way, Joplin, MO
LAND SIZE:	247.65 acres
EFFECTIVE DATE OF APPRAISAL:	December 21, 2023
PROPERTY RIGHTS APPRAISED:	Fee Simple
HIGHEST AND BEST USE:	Commercial Development
ZONING	Light Industrial
EXPOSURE TIME	12-18 Months
FLOOD HAZARD	None noted

The “as is” fee simple current market value for the **247.65 Acre Commercial Tract**, as of **December 21, 2023** is:

THREE MILLION FOUR HUNDRED THOUSAND DOLLARS
\$3,400,000

PREMISES OF THE APPRAISAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are incorrect relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the nonconforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Anglum Appraisal, owners, appraisers, subcontractors or employees, shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are nonexistent or minimal.

22. Anglum Appraisal is not a building or environmental inspector. Anglum Appraisal does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. It is expressly acknowledged that in any action which may be brought against Anglum Appraisal, arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, and/or any other related work product, Anglum Appraisal shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of Anglum Appraisal in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Anglum Appraisal, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Anglum Appraisal is not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis. **N/A, None.**

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions. **N/A, None.**

PURPOSE AND USE OF THE APPRAISAL

Purpose: The purpose of this appraisal is to provide a documented opinion of the “Market Value” of the real estate as of the date of inspection.

Use: The report is intended for use to aid in loan underwriting and-or credit decisions by Southwest Missouri Bank and-or participants.

Intended Users: Intended users of this report include Southwest Missouri Bank and-or affiliates.

Authorization: Southwest Missouri Bank ordered this appraisal assignment on December 4, 2023 with the request that the appraisal be completed by December 29, 2023.

DEFINITION OF MARKET

Market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

Buyer and seller are typically motivated;

Both parties are well informed or well advised, and acting in what they consider their own best interests;

A reasonable time is allowed for exposure in the open market;

Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

DEFINITION OF AS IS MARKET VALUE

As is market value is defined as, “The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal’s effective date.”

(Source: The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77471)

The effective date of the appraisal is December 21, 2023 which is the date of inspection of the subject property.

DEFINITION OF PROPERTY RIGHTS APPRAISED

Fee Simple Estate: Fee simple estate is defined as, "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

(Source: *The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, Illinois, 2010*)

APPLICABLE REQUIREMENTS

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Applicable state appraisal regulations;
- Interagency Appraisal and Evaluation Guidelines issued December 10, 2010;

REPORT FORMAT

This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal. The format we have deemed appropriate summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

PRIOR SERVICES

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. **I have not provided any services on the subject property in the past three years.**

SCOPE OF WORK

To determine the appropriate scope of work for the assignment, I considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology

Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

The **cost approach** will not be utilized to estimate the contributory value of the subject considering the following reason:

- There are not currently significant improvements on the subject property.

The **sales comparison approach** is normally considered a good indicator of value for commercial properties and is considered an applicable valuation method because:

- There is a market for similar properties, and sufficient sales data is available for analysis.
- This approach directly considers the prices of alternative properties having similar utility.

The **income approach** is not considered a good method for estimating the value for the subject property due to the following:

- Large tracts of vacant land in the subject's market are not normally purchased based upon their potential rental income.

Research and Analysis

The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sale profile sheets in the report. Although we make an effort to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Inspection

Michael S. Anglum conducted an onsite inspection of the property on December 21, 2023.

DATA PRESENTATION

IDENTIFICATION OF THE PROPERTY

Reference: Jasper County Assessor's Office
Parcel Number: 20501500000012001
Census Tract: 0119.00
Location: The property is located on the north side of E. 26th Street in the southeast quadrant of the I-44/I-49 interchange with an address of Dr. Russell Smith Way, Joplin, Jasper County, Missouri.

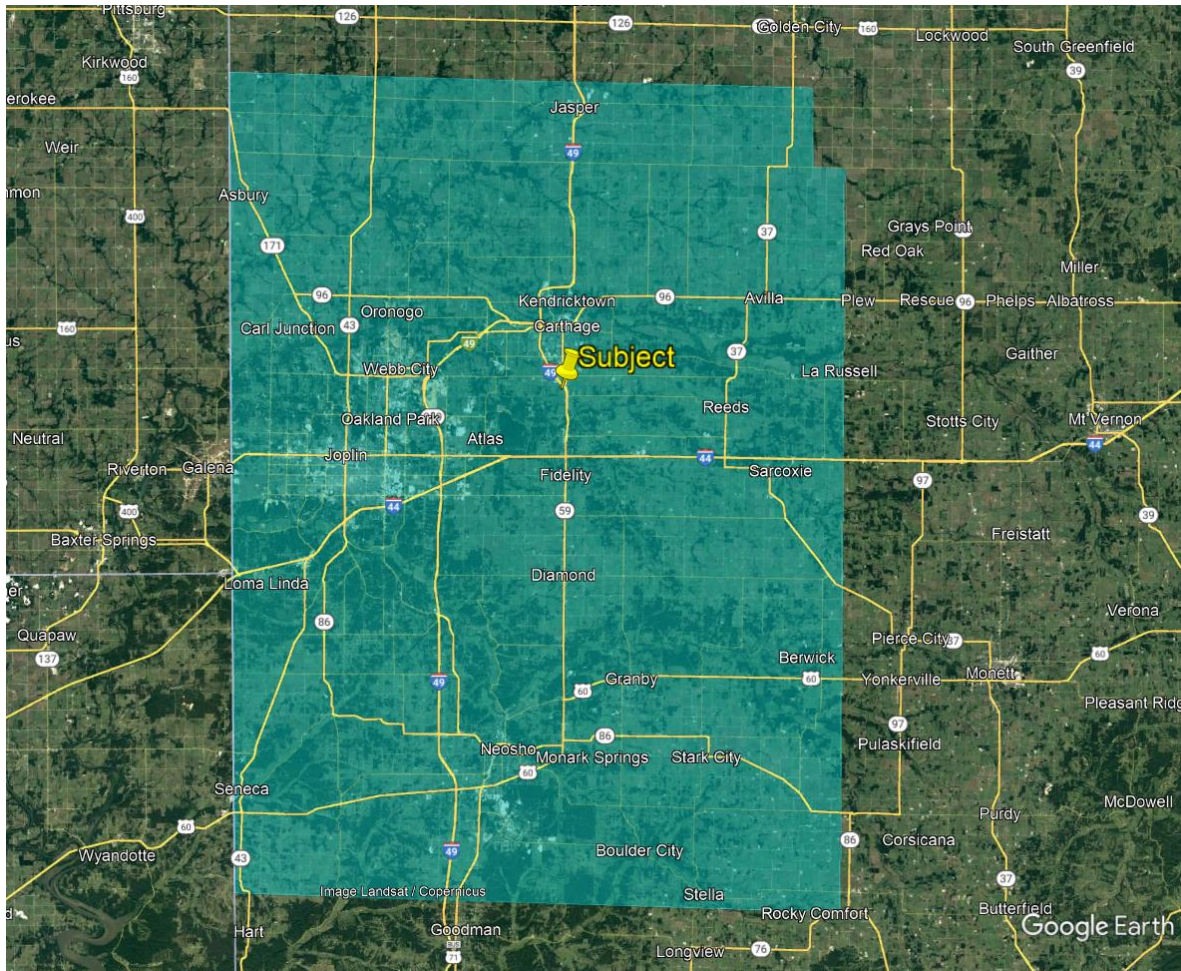
Legal:

All of the South One-half (S1/2) of Section 21, Township 28, Range 31, Jasper County, Missouri, Except the North One-half of the Northeast Quarter of the Southeast Quarter of Said Section 21, and Except All of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of Section 21, Township 28, Range 31, and Except any part taken or deeded for road or highway.

PERSONAL PROPERTY INCLUDED

No personal property is included in this appraisal.

ECONOMIC ANALYSIS REGIONAL AND CITY ANALYSIS



The subject property is within the City of Carthage city limits on the southwest side of the city just east of Joplin. Joplin is the principal city for a 50 mile radius serving as the metropolitan center for the four-state area which includes southeast Kansas, northeast Oklahoma, northwest Arkansas and southwest Missouri. Joplin is the regional center providing retail and wholesale services, financial, cultural, educational, medical, recreational and transportation services to a 50 mile radius trade population of over 350,000.

Throughout the first decade of this century the retail sales taxes in Joplin had been increasing until 2009. In 2009 Joplin's taxable sales dropped to levels not seen since 2005. In fact they dropped approximately 4.5% in the midst of the worst recession in decades. Since the recession we have seen a slow recovery Joplin, Missouri is the leading economic center for Newton/Jasper County area. Joplin straddles Newton/Jasper Counties.

The population of the Joplin (MSA) Metropolitan Statistical Area, which includes Jasper and Newton counties, has grown steadily in the last three decades in 1970 the population was reported to be 108,956. As of the 2020 census the Joplin Metro had an estimated population of 180,099.

Population in the city of Joplin has grown at a slow but steady pace. In 1970 there was a population of 38,958, 1980 population was 39,023, 1990 population was 40,961. The 2000 census reposted a population of 45,566 and was reported as 50,150 in 2010 with a population of 51,762 at the 2020 census a 3.2% increase. This relatively small increase from 2010 was more than likely tempered as a result of the 2011 tornado which went through the heart of the city.

The Joplin MSA work force is approximately 83,596 people (Feb 2022). The major sector of employment is in the manufacturing service with 17.2%. The next highest is 13.9% in Health Care and Social Assistance then 12.5% in retail. It is expected that employment trends for the area will shift from manufacturing toward service producing industries.

The rugged Ozarks south of Joplin extending into Arkansas has become one of the nation's largest poultry processing centers. Also, the area has large manufacturers that produce garments, footwear, furniture, machinery and electrical components. Agriculture and its related services is not a major employer for the Joplin MSA but has always been a major contributor to the economy of the region.

As of December 2021 unemployment is estimated to be around 2.4%. The average household income for year 2018 was set at \$61,456. Median house value is set at \$69,500.00 2000 and \$19,330 in 2018. The average house value is set at \$158,203.

It is expected that employment trends for the area will shift from manufacturing toward service producing industries. The rugged Ozarks south of Joplin extending into Arkansas has become one of the nation's largest poultry processing centers.

Also, the area has large manufacturers that produce garments, footwear, furniture, machinery and electrical components. Agriculture and its related services is not a major employer for the Joplin MSA but has always been a major contributor to the economy of the region.

The largest employer in the MSA is Freeman Health Systems with 1,696 employees followed by Mercy Hospital Joplin with 1,310 employees. Other employers with over 1000 employees include Joplin R-VIII School District and Tri-State Motor Transit, Co. Due primarily to its diverse economy and role as a major employment center in southwestern Missouri Joplin has enjoyed slow but steady growth and low unemployment over the past several decades.

Joplin is a major hub for warehousing/distribution. The railroad and road systems make good physical access to major markets. The area is served by three major railroads, Kansas City Southern, Burlington Northern and Missouri & Northern Arkansas Railroad. Joplin has numerous trucking companies that are home based or have terminals there. The road system consists of three major State maintained highways; 71/I49, 66, and 43, as well as Interstate 44.

The area enjoys a plateau climate with slightly warmer temperatures in winter and cooler temperatures in summer, when compared to the rest of the state. Normal or average temperature ranges for the four seasons are as follows: Spring, 46 to 87°, Summer, 59 to 87°, Fall, 38 to 55° and Winter, 24 to 55°. It is noted though, summertime temperatures can get as high as 105°, the wintertime temperatures can get as low as 0°. The average rainfall for the year is 43.23 inches with snowfall averaging 16.90 inches.

The public school system is average for the state. Joplin public school system consists of 13 elementary schools, two middle schools, one junior high and one high school. Council/Manager form of government. The police and fire departments are typical for this type of community. Health care is served by five hospitals with a total of 729 hospital beds.

Utilities include electric, water, natural gas and sewer. Electric is supplied by Empire District Electric Company, water by the Missouri-American Water Company. Natural gas is supplied by Missouri Gas Energy. Synergy Gas Company is the supplier for LP gas. These companies all have offices in Joplin.

Nationwide trends show that there is a desire to live in more rural and spacious settings that are most often found beyond city limits. The larger increase in population within the metropolitan area versus the city of Joplin mirrors this trend. Surrounding the city are small villages that have grown by as much as 300 percent over the past twenty years. In the United States the housing costs in the Joplin MSA are the fifth lowest.

Therefore, due to the affordability of housing most households reside within owner-occupied single-family homes, ranging from turn-of-the century Victorian homes near the central business district to newer brick and frame bi-level and ranch homes along Range Line Road. Housing availability consists of 79% houses, 7% apartments and 9% mobile homes.

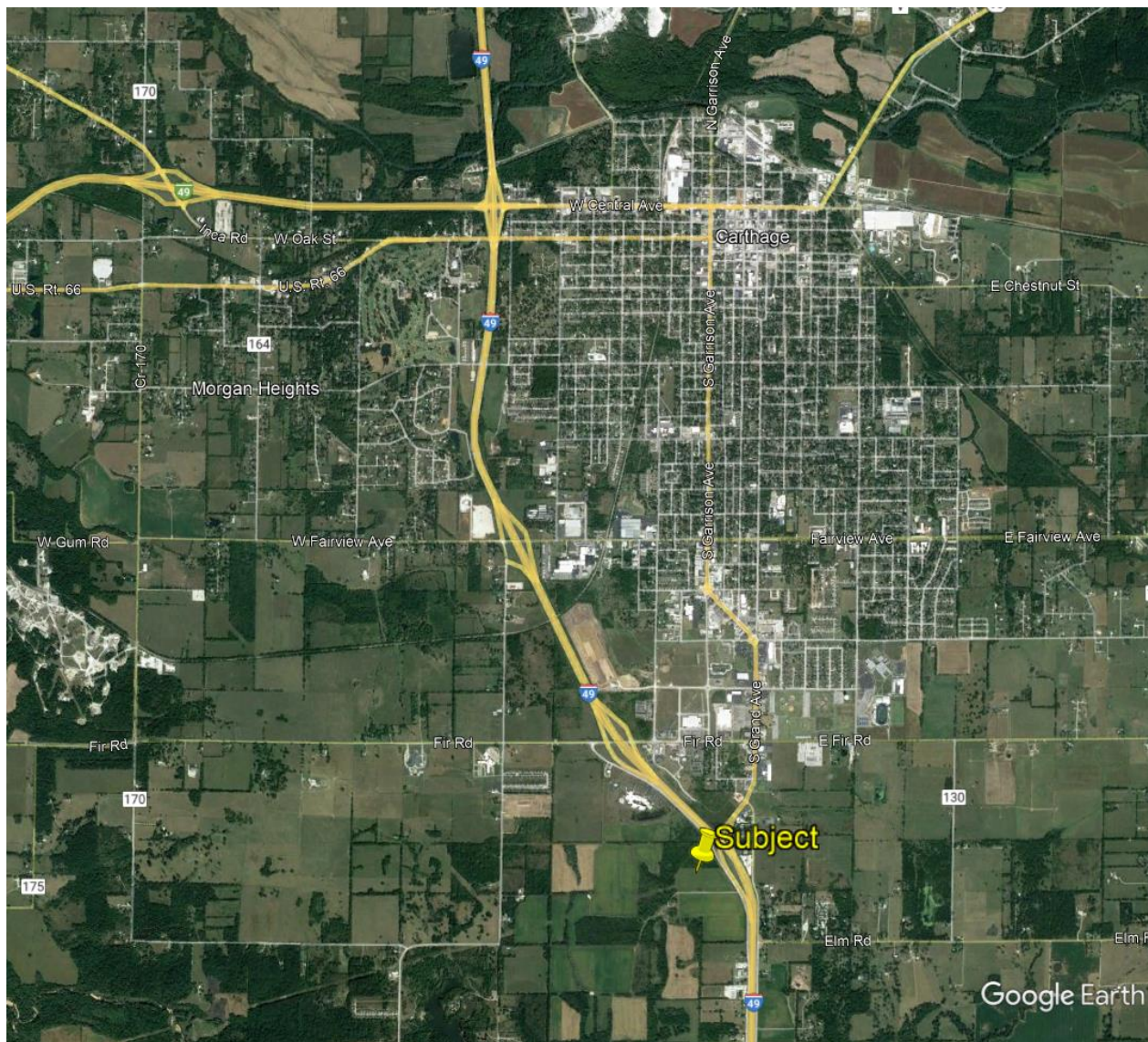
Joplin Tornado: Joplin was devastated by an EF5 tornado which touched down at 5:41pm on May 22, 2011. The massive tornado cut a path of destruction 3/4 to a mile wide and nearly 7 miles long within the city limits. The overall storm path was estimated by the National Weather Service at nearly 14 miles in length.

Nearly 8000 structures were estimated to be impacted by the tornado. Many homes, along with churches, schools, businesses and one hospital, were completely destroyed in the wake of the tornado. Thousands of volunteers from around the country alongside the Army Corps of Engineers, are working steadily to clean up and begin the rebuilding process. The Joplin tornado was one of the deadliest and most destructive in U.S. history.

Since the tornado there has been an increase in demand for both residential and commercial property due to the destruction of so many structures. Despite the devastation from the tornado the economy received a boost due to an influx of volunteers and construction workers.

In conclusion, Joplin's metro area has enjoyed a slow steady growth in population and based upon what has happened since the tornado we would expect Joplin to continue to grow in the future. The economic base is well diversified; insuring that any downturn related to one segment will not be general in nature. Future growth is expected to come from the service sector particularly in the health and real estate industries. Manufacturing industries are expected to have a stable growth rate. Property values are expected to be stable to increasing.

CARTHAGE



Carthage is located in north central Jasper County, Missouri. The City is located north and east of Joplin and Webb City. It is approximately 140 miles south of Kansas City, 285 miles southwest of St. Louis, 75 miles west of Springfield, 12 miles east of Carl Junction, and 17 miles east of the Kansas state line. Carthage is 39 miles Southeast of Pittsburg Kansas and Columbus, Kansas is straight west approximately 34 miles.

History: Carthage is one of the oldest communities in southwestern Missouri and is the county seat of Jasper County. The town was founded in 1842. The town was the site of two Civil War battles. The area grew rapidly following the Civil War. The Missouri Western Railroad arrived in 1872. Town residents started a foundry, furniture factory, woolen and grain mills, a plow works and numerous liverys and other businesses. Leggett & Platt, now a Fortune 500 company still based in Carthage, was founded in 1883. Nearby lead mines and limestone quarries also contributed significant wealth and Carthage became one of the most prosperous towns in the area. Residents poured their money into ornate Victorian-style homes, many of which are now part of the Carthage South District, which was named to the National Register of Historic Places in 1982. The Jasper County Courthouse, also on the National Register of Historic Places, was built of Carthage stone in 1894-95. Numerous local buildings, in addition to the courthouse, were built in the late 19th and early 20th century out of stone from local quarries. The limestone is hard enough to be polished into "Carthage marble" and was used in both the interior and exterior of the state capitol building in Jefferson City, Missouri. The quarries known today as the Carthage Underground, a commercial space that utilizes a small portion of the extensive uncharted quarries nearby. During the middle part and late into the 20th Century Route 66 provided a steady stream of travelers through town. The route was replaced with I-44 running south of town.

Population: The population of Carthage was steady through the latter half of the twentieth century, but been growing steadily since. The population in 2000 was 12,695, in 2010 it was 14,378 and 2020 census indicated a population of 15,522 an increase of 7.9%.

Infrastructure: The existing water system for the City of Carthage, Missouri consists of wells, a water treatment plant, pumping stations, water storage facilities, transmission mains, and distribution mains. The water utility is operated by the Carthage Water and Electric Plant, which provides water, sewer and electric services to residents, commercial and industrial customers in the City.

The CW&EP began major improvements to the waterworks system beginning in 1996. These improvements included upgrades to the treatment plant, two new storage facilities, two new wells and improvements to the distribution system. These improvements will provide the City of Carthage with enough capacity to support growth for many years into the future. The city's power plant located at the intersection of Third & River in Carthage, is rated a 35 Megawatt plant. The combination of 9 Nordberg & Cooper dual fuel engines can generate 35 Megawatts of electricity an hour. The city also has contracts with companies like Sikeston Board of Municipal Utilities and Southwest Power Administration for times of peak usage.

The predominate mode of travel in and around Carthage is vehicular; the road network is maintained both by the City and by the State, which maintains the state highways passing through the area. There are approximately 103 miles of roadway in the City, including highways that pass through the City such as US-71 and Highway 96.

Carthage currently maintains three large citywide parks and four smaller neighborhood parks as well as the Municipal Golf Course, a total of approximately 325 acres of parkland. The City also maintains a significant inventory of athletic fields and other recreation facilities. The biggest City parks are Kellogg Lake and Municipal Park, which includes many WPA-built facilities and the City's golf course, which was renovated in 2001. The Fair Acres Sports Complex was completed in several stages and provides a number of athletic fields.

Major Employers: Major area employers include Leggett & Platt, a Fortune 500 corporation manufacturing household durables, which is headquartered in the town, H.E. Williams, Inc. (a manufacturer of home electric lighting implements), Otts Foods, Schreiber Foods, and Goodman Manufacturing (all producing various food products) and the Carthage Underground, formerly a quarry, which now serves as a storage area with climate control for various products. Carthage was well known in the early 20th century for the fine-grained, extremely dense grey limestone, "Carthage Marble", which came from that mine and was used for numerous public buildings throughout the US, including the Capitol Building in Jefferson City and the Jasper County Courthouse.

Governing Body: The government of Carthage is represented by a mayor-council government. Carthage is divided into five wards, which are each represented by two members. There are a total of eleven council members, including the mayor. Carthage is in Missouri's 7th congressional district. In the Missouri House of Representatives, Carthage is in the 163rd District. The Carthage Police Department is the law enforcement agency in the city of Carthage, which currently employs 29 Officers.

Schools: The Carthage R-9 School District educates over 5,000 students annually, from grades Kindergarten through 12 on 11 campuses. The District is governed by the Carthage R-9 School Board, consisting of seven members. Members are elected at large and staggered on three-year terms. The district employs over 400 certified staff members and over 300 support personnel.

Summary: Carthage is a vibrant community that has a good economic base but also serves as one of several bedroom communities for the larger regional center of Joplin, MO. The community has remained vibrant due to its forward thinking. Carthage should continue to prosper and grow in the years to come.

Much of the information above is adapted from the Carthage Comprehensive Plan as well as some basic information from Wikipedia.

SITE DATA



Size: The subject includes a total of 247.65 acres.

Site: The subject is located on the west side of Dr Russell Smith Way approximately 1 mile south of the Fir Road and I-49 interchange. Dr Russell Smith Way is essentially the western outer road for Interstate 49 and runs from Fir Road on the north to Cedar Road on the south. The road name changes from Dr Russell Smith Way to S. Garrison Avenue south of the subject property.

Shape: The subject is irregularly shaped with The site is roughly a rectangular shaped tract with that follows the western right of way of Dr Russell Smith Way with a small section out of the northeast corner and another approximately 40 acre piece out of the southern boundary of the tract.

Access: The subject is accessed via a gravel driveway off of Dr Russell Smith Way near the center of the subject's eastern boundary as well as a second gravel drive near the subject's southeast corner.

Topography: The site has a mildly rolling topography which generally drains to the south.



Utilities: The following utilities and services are currently or will be provided to the subject site:

- Electricity: City of Carthage (available nearby)
- Water: City of Carthage (available nearby)
- Sewer: City of Carthage (available nearby)

Environmental: Hazardous materials or toxic wastes were not observed at the time of inspection. Previous uses of the site indicate that toxic wastes would not likely be present. The appraiser was unaware if a Phase I Environmental Study had been completed. The appraiser is not qualified to determine whether or not hazards exist.

Soil Conditions: An inspection of the site by the appraisers did not reveal any signs of hazardous soil contamination, i.e., dark soil stains, areas of distressed vegetation, etc. The appraisers were not furnished with a Phase I Environmental Assessment Report. The appraisers reserve the right to adjust any values accordingly if environmental contaminants are discovered at a later date.

Easements/Encroachments: There is an overhead Liberty Utilities -electric line that bisects the subject from east to west in a southwesterly direction. There is also a power line running overhead along the access drive from Dr Russell Smith way west to the house on the parcel that is partially surrounded by the subject tract. There is also a sewer line that crosses the subject's southeast corner. There are likely other underground utility easements on the subject property. None of these easements are considered to be detrimental to the value of the subject.

Building Improvements: There are not currently any building improvements on the subject property.

Personal Property: No personal property is included in this report.

Site Improvements: The subject is improved with some perimeter fencing and a gravel driveway.

Floodplain: As shown on the flood map below the subject property, which is outlined in red is not in the 100 year floodplain.



Property Summary: The subject property is irregular in shape with good access from Dr Russell Smith Way on its eastern boundary. The property is roughly 1 mile south of the Fir Road and I-49 interchange and 2 ½ miles north of the Cedar Road and I-49 interchange with access to both via the western outer road (Dr Russell Smith Way). The mildly rolling tract is well suited to redevelopment with some type of commercial or residential use.



looking south along Dr Russell Smith Way



looking north along Dr Russell Smith Way



gravel drive entrance to subject



**looking west along entrance driveway from
Dr Russell Smith Way**



**looking south from driveway at field that
fronts on Dr Russell Smith Way**



**looking north from driveway at field that
fronts on Dr Russell Smith Way**



looking east toward I-49 from the west end of the east field



looking west along power line easement from the west end of the east field



small creek that bisects the wooded area between the east field and the rest of the property



looking east along power line easement from the east end of the middle field



looking north along the east side of the middle field



looking south along the east side of the middle field



looking west across the middle field



looking east from the southeast corner of the middle field



looking south to the southern boundary from the west side of cutout



looking west along the subject's southern boundary



typical wooded area on the subject property



looking north across the middle field



looking north along the west side of the middle field



looking west along the power line toward the west field



looking west from the middle field across the west field



looking north to the north property line (tree line)



house located in the 40 acre exception along the southern boundary



looking west along southern boundary from Dr Russell Smith Way

ZONING

The subject property is zoned District F, Light Industrial District. The following list of permitted uses is taken from the Carthage, Missouri Code of Ordinances.

- (1) Any use permitted in district A, B, C, D, or E.
- (2) Bakeries.
- (3) Blacksmith shops, welding shops, and metal working shops.
- (4) Bottling works.
- (5) Bus barns.
- (6) Canning or preserving factories.
- (7) Carpenter, cabinet, or pattern shops.
- (8) Chemical analytical laboratories.
- (9) Cleaning, pressing and dyeing plants.
- (10) Cold storage plants.
- (11) Creameries.
- (12) Reserved.
- (13) Flour mills, feed mills and grain processing.
- (14) Freight terminals (truck).
- (15) Galvanizing works.
- (16) Grain elevators.
- (17) Ice plants.
- (18) Laundries.
- (19) Lumberyards: Lumber storage when incidental to retail sales on the premises, provided that the following restrictions shall apply:
 - a. A screening privacy fence shall be constructed so as to screen from view lumber storage areas that lie next to or adjacent to street rights-of-way, and lumber storage areas that lie on either side of the store front if they can be seen from the adjacent street or streets.
 - b. A "screening privacy fence" is the same as a "privacy fence" as defined by [section 6-291](#) of the Carthage Code, with the exception that the fence shall be opaque, and constructed of materials such as wood, vinyl or chain link with laths. No fence shall be constructed of galvanized corrugated metal.
- (20) Machine shops.
- (21) Manufacture of products such as artificial flowers, feathers, plumes, awnings, bags, blacking, small boats, bone products, brooms and brushes, buttons and novelties, candy, canvas products, cement products, chemicals (nonoffensive), cigars, cleaning or polishing preparations, clothing, coffee (roasting), cosmetics, cotton seed, peanut or similar products, drugs or medicines, electrical signs, extracts, food products, fruit juices, gas or electric fixtures, ice cream, leather products, light metal products, musical instruments, paper products, sausage, steel products, shoes and boots, syrup, terra cotta or tile handcraft products, textiles, toys, wooden ware.
- (22) Medical or comprehensive marijuana cultivation facility or microbusiness marijuana wholesale facility when not located adjacent to or across the street from any residential district. No facility shall be located within one thousand (1,000) feet of an existing elementary or secondary school, daycare or church and as prescribed and subject to all other requirements in [section 25-704](#), marijuana and medical marijuana facilities.
- (23) Medical, comprehensive or microbusiness marijuana dispensary facility. No facility shall be located within one thousand (1,000) feet of an existing elementary or secondary school, or within

one thousand (1,000) feet of an existing daycare or church and as prescribed and subject to all other requirements in [section 25-704](#), marijuana and medical marijuana facilities.

(24) Medical or comprehensive marijuana-infused products manufacturing type 1 extraction facility when not located adjacent to, across the street from and more than one thousand (1,000) feet from any residential district. No facility shall be located within one thousand (1,000) feet of an existing elementary or secondary school, daycare or church and as prescribed and subject to all other requirements in [section 25-704](#) marijuana and medical marijuana facilities.

(25) Medical or comprehensive marijuana-infused products manufacturing type 2 post-extraction facility when not located adjacent to or across the street from any residential district. No facility shall be located within one thousand (1,000) feet of an existing elementary or secondary school, or within two hundred (200) feet of an existing daycare or church and as prescribed and subject to all other requirements in [section 25-704](#), marijuana and medical marijuana facilities.

(26) Marijuana testing facility. No facility shall be located within one thousand (1,000) feet of an existing elementary or secondary school, daycare or church and as prescribed and subject to all other requirements in [section 25-704](#), marijuana and medical marijuana facilities.

(27) Metal stamping, shearing, punching works, etc.

(28) Milk bottling or distribution plants.

(29) Monument works.

(30) Moving, transfer or storage plants.

(31) Photo engraving plants.

(32) Planing mills.

(33) Plumbing mills.

(34) Printing plants.

(35) Produce markets (wholesale).

(36) Sales rooms and yards for contractor equipment.

(37) Sign painting plants.

(38) Stone cutting plants.

(39) Storage in bulk of, or warehouse for materials enumerated in item (12) of [section 25-602](#), and such materials as: Asphalt, brick, building material, cement, contractors equipment, cotton, feed, fertilizer, gasoline, subject to inflammable code of the city; grain, gravel, grease, hay, ice, lead, lime, machinery, metal, soil, plaster, poultry, roofing rope, sand, stone, tar, tarred or creosoted products, tetra cotta, timber, wood, wool.

(40) Tracks (term loading or storage).

(41) Veterinary hospitals.

(42) Accessory uses customarily incident to any of the above uses.

TAXES

The real estate property taxes for the subject are established on a percentage of market value as appraised by the Jasper County Assessor. The subject's 2023 taxes totaled \$783.46 based upon an assessed value of \$15,220.

HISTORY OF THE PROPERTY

The property is owned by Butcher Family Properties, Inc. and has been since May 11, 2021 when it was transferred via Quit Claim Deed from Precious Moments, Inc. as recorded in Book 2590 at Page 142 in the Jasper County Recorder's Office. This was a non-arm's length transaction between related entities. The subject is currently under contract to The City of Carthage, Missouri a Municipal Corporation for \$4,953,000.

No other transactions have taken place in the past three years according to Jasper County records.

EXPOSURE TIME

USPAP 2020 – 2023 defines Exposure Time as follows:

"Exposure Time: estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal."

Based on the market value definition as recited in this report, one of the conditions is that the property be exposed to the market for reasonable period of time. To obtain a maximum selling price, a property must be exposed to a given market for a long enough time to enable most market participants to gain full knowledge of the sale and the attributes of the property. "Reasonable exposure time is one of a series of conditions in most market value definitions. Exposure time is always presumed to precede the effective date of the appraisal." There is very little data available for large commercial tracts like the subject to use for analysis. The four sales and one pending sales used in the Sales Comparison Approach indicate a range of days on market from 44 to 904 with a mean of 440 days. Based upon this data I estimate an exposure time of 6 to 18 months.

MARKETING TIME

Marketing time is similar to exposure time in that it refers to a time during which a property is marketed prior to sale. Marketing time differs from exposure time in that it is estimated to occur after the date of value as opposed to before the date of value. This time would be measured from the date of value and would be a measure of time necessary to secure a willing buyer for the property, at a market price. Since this refers to prospective events, it is typically necessary to analyze neighborhood trends. In theory, in a market, which is near equilibrium, the estimated marketing time should be equal to past trends or the reasonable exposure time. I don't project any major change in the commercial land market in the Joplin MSA and therefore, I estimate a marketing time for the subject property of 6 to 18 months.

DATA ANALYSIS AND CONCLUSIONS

HIGHEST AND BEST USE

Use: The analysis of the most profitable use is important when estimating the market value of a property. Since value is ultimately predicated on utility, highest and best use is a fundamental economic principle to the concept of value. It is often described as that reasonable and probable use which indicates the highest value as of the date of the appraisal. It can be described as that use which provides the greatest return to the land over a period of time.

Tests: The property must pass four tests to attain its most profitable utility. It must be:

1. Physically possible for the site;
2. Legally permissible by zoning and deed restrictions;
3. Economically feasible; and
4. Maximally productive.

HIGHEST AND BEST USE AS VACANT:

Land: Traditionally, the estimate of highest and best use is directed to the land that is assumed to be vacant and available for development. If the improved property has a higher value than the land if vacant, then the current use or an alternate use that is readily available must be considered.

Physically possible: The site is ideally suited for commercial development. The grade and topography of the site are conducive to development and city sewer is already on site. From this, it is apparent that the site has physical characteristics suitable for any of the legal uses that are probable.

Legally permissible: The subject site is zoned F Light Industrial District. This zoning would allow most commercial uses and even residential uses but would not allow heavy industrial uses.

Economic feasibility: The subject's location on the west side of Carthage in close proximity to Joplin and along the I-49 corridor makes it a good location for a commercial development that can benefit from the easy interstate access. Carthage has been expanding west toward the subject. The new Mercy Hospital is just north of the subject and there is an intermediate school and elementary school in close proximity along Fir Road. There are also two new small lot residential developments just northwest of the subject property and not too far to the southwest is the Precious Moments Chapel. Considering the subject's location and zoning most commercial uses, residential uses or a combination of the two would be feasible for the subject property.

Maximally productive: Considering the subject's proximity to Interstate 49 and the easy access to this corridor the maximally productive use would be a commercial use that would take advantage of the good access but that would not need good visibility from a major roadway. Some type of warehouse or industrial development or a combination of warehouse/industrial development and residential multi-family development would be considered the maximally productive use.

Highest and Best Use: In my opinion, the highest and best use for the subject site is a mixed use commercial development consistent with the current F Light Industrial District zoning.

VALUATION METHODOLOGY

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties. This approach will not be utilized to estimate the subject's market value for the following reasons.

- There are not currently any building improvements nor infrastructure improvements on the subject property and therefore, this approach is not considered an appropriate method for valuing the subject property.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties. This approach was considered an applicable approach because:

- There is a market for similar properties, and sufficient sales data is available for analysis.
- This approach directly considers the prices of alternative properties having similar utility.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties. This approach is not considered a good method for estimating the value for the subject property due to the following:

- Large vacant land tracts in the subject's location are not normally purchased based upon their potential rental income.

Conclusion: All three approaches were considered but only the Sales Comparison Approach will be developed in this appraisal.

“AS IS” SALES COMPARISON APPROACH

The sales comparison approach develops an indication of value by comparing the subject to sales of similar properties. The steps taken to apply this approach are:

- Identify relevant property sales;
- Research, assemble, and verify pertinent data for the most relevant sales;
- Analyze the sales for material differences in comparison to the subject;
- Reconcile the analysis of the sales into a value indication for the subject.

To apply the sales comparison approach, we searched for sale transactions within the following parameters:

- Property Type: Development Acreage;
- Location: Joplin MSA
- Size: As similar as possible;
- Transaction Date: November 2020 to Present

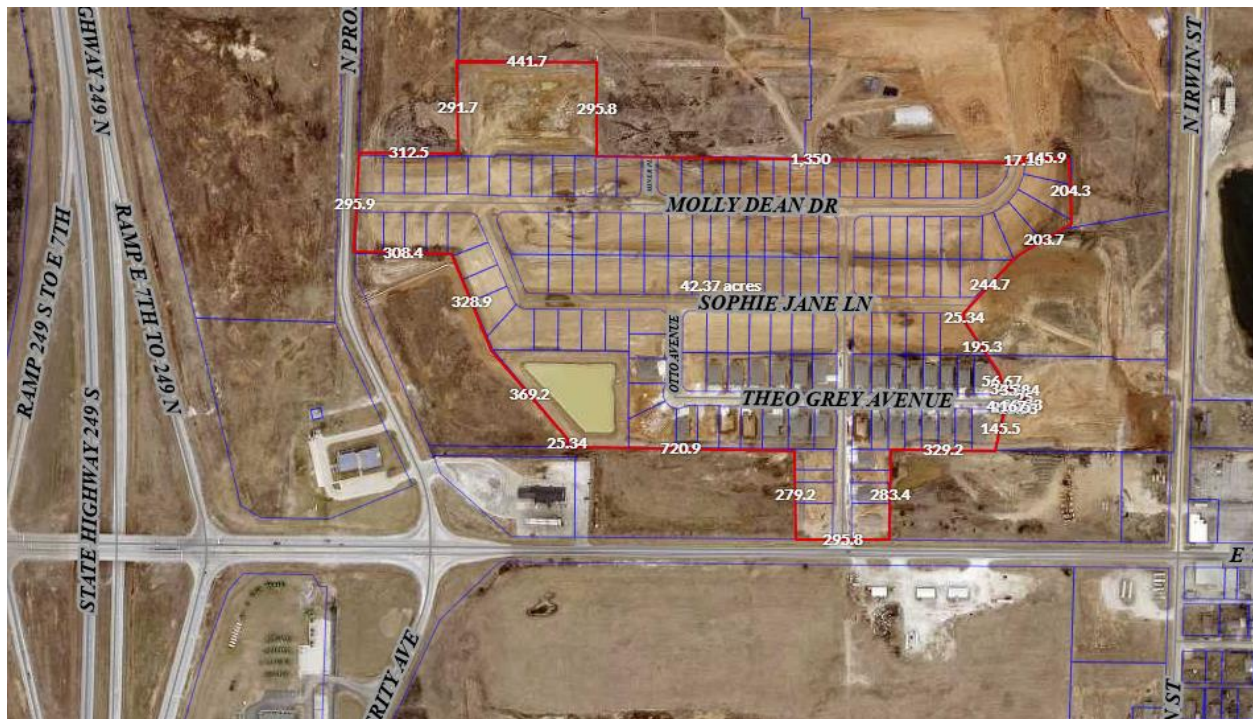
After an extensive search within these parameters, I located four similar sales, a pending sale and an active listing to use for comparison.

For this area of the report, I will use price per acre. The most relevant sales are summarized on the following pages.

SALES COMPARISON APPROACH

LAND COMPARABLE SALE #1:

Grantor:	Steve Spicer Land & Development, LLC
Grantee:	Schuber Mitchell Homes, LLC
Parcels:	20200300000010000 & 20200300000010003
Location:	northeast corner of 7th and Prosperity
Sale Price:	\$493,700
Sale Date:	11/4/2020
Days on Market:	461
Recorded:	Book 2565 @ Page 192
Financing:	Cash to seller
Land Size:	40 acres
Allocation:	\$493,700; \$12,342 per acre
Shape:	irregular
Topography:	mostly level
Utilities:	water, sewer, electric & gas
Access:	from N Prosperity or E 7th Street
Zoning:	Approved for Residential Development
Data Source:	OGAR MLS#193678
Comments:	Purchased for residential developments
Legal:	DUEN MISC COM SE COR SEC 3 N 1241.48' S 89 DEG E 34.54' TO POB N 300.09' S 89 DEG E 304.34' N 246.93' S 89 DEG E 1084.35' S 100.62' S 89 DEG E 25.64' S 150' S 89 DEG E 6.69' DUEN MISC COM SW COR SEC 3 N 929.22' S 89 DEG E 30.56' S 89 DEG E 305.66' S 23 DEG E 82.90' TO POB N 66



LAND COMPARABLE SALE #2:

Grantor:	Wildwood Ranch, LLC
Grantee:	Wildwood MO Development
Parcels:	18-6.0-13-000-000-010.15
Location:	north of West 32nd Street, Joplin, MO
Sale Price:	\$1,100,000
Sale Date:	9-May-22
Days on Market:	44
Recorded:	Book 2641 @ Page 30
Financing:	Cash to Seller
Land Size:	102.53 acres
Allocation:	\$1,100,000; \$10,729 per acre
Shape:	irregular
Topography:	mildly rolling
Utilities:	water, sewer, electric, Liberty Gas
Access:	from paved Wildwood Ranch Parkway
Zoning:	Multifamily
Data Source:	OGAR MLS 221359, Assessor, Recorder
Comments:	approved for apartments



LAND COMPARABLE SALE #3:

Grantor:	John Bartosh
Grantee:	Jenny & Duc Nguyen
Parcels:	14-5.0-22-000-000-07.000
Location:	NW corner of Grand Ave & S Grand Ave Carthage, MO
Sale Price:	\$300,000
Sale Date:	18-Jul-23
Days on Market:	139
Recorded:	Book 2688 @ Page 388
Financing:	Cash to Seller
Land Size:	24.61 acres
Allocation:	\$300,000; \$12,190 per acre
Shape:	irregular
Topography:	gently rolling
Utilities:	city water, sewer and electric available
Access:	from Grand Avenue
Zoning:	"E" General Business
Data Source:	OGAR MLS 230800, Assessor, Recorder
Legal:	CAR MISC 24.61A N SIDE SW NW EX TR SOLD TO CHURCH & EX HWY & NE SW & SE NW



LAND COMPARABLE SALE #4:

Grantor:	Steven G Tong
Grantee:	Love's Travel Stops & Country Stores, Inc
Parcel #:	03601330001001000
Location:	Mercer Rd & I-49, Jasper, MO
Sales Price:	\$400,000
Sale Date:	12/7/2023
Days on Market:	654
Recorded:	Book 2702 @ Page 267
Financing:	Cash to the seller
Land Size:	21.64 acres
Allocation:	\$400,000; \$18,484 per acre
Shape:	irregular
Topography:	gently rolling
Utilities:	water, sewer, electric
Access:	paved two lane just off interstate
Zoning:	commercial
Data Sources:	OGAR MLS 220789
Comments:	good visibility from southbound I-49 with good access just west of the interchange.



LAND COMPARABLE SALE #5:

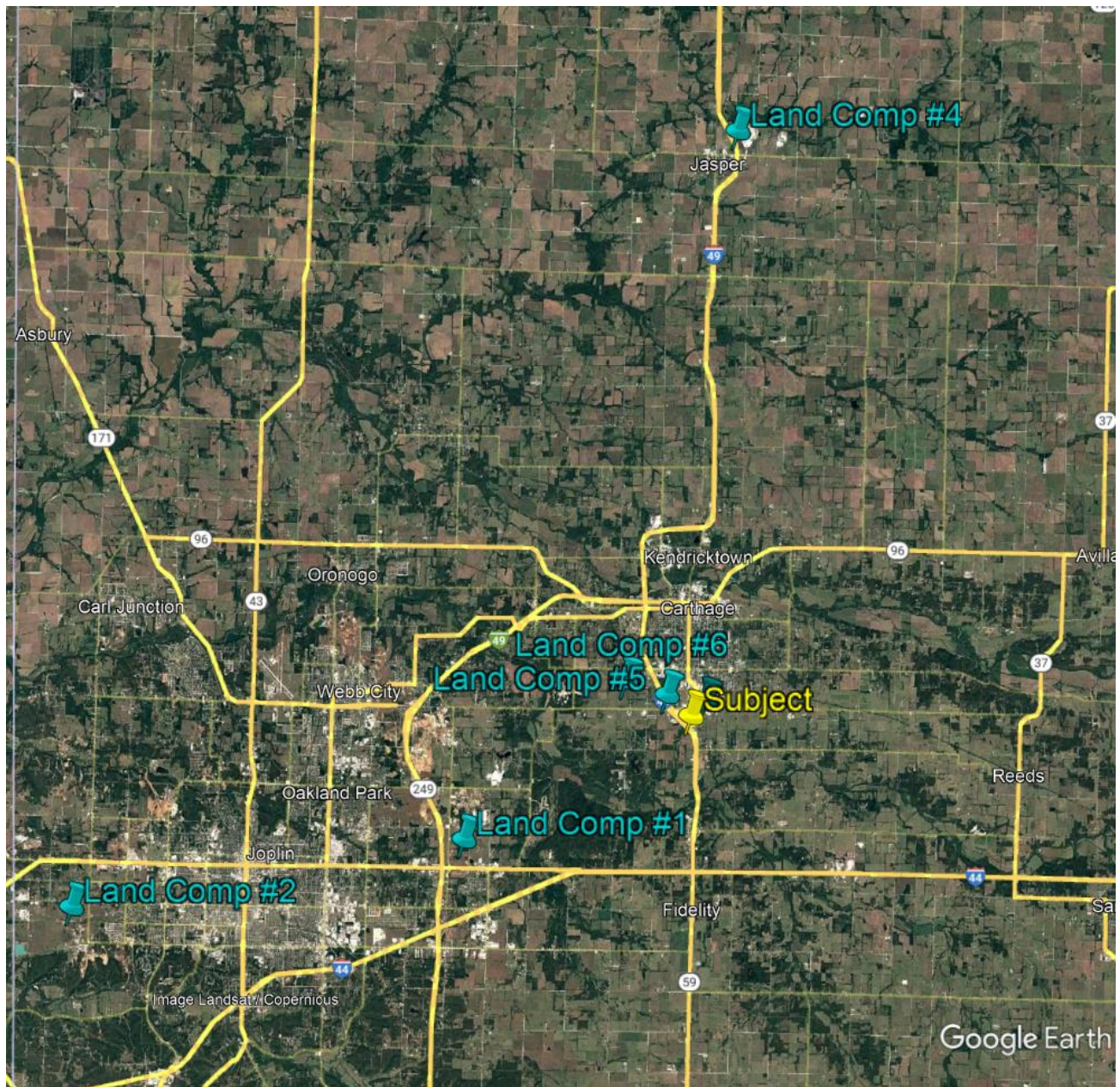
Grantor:	Swearingen Family Farms
Grantee:	N/A
Parcels:	14-5.0-21-000-000-360.00 (parent)
Location:	SW corner of Fir Road and I-49, Carthage
Sale Price:	List Price \$1,120,000
Sale Date:	Pending as of 06/26/2023
Days on Market:	904
Recorded:	not closed yet
Financing:	N/A
Land Size:	30 acres
Allocation:	\$1,120,000; \$37,333 per acre
Shape:	mostly rectangular
Topography:	mildly rolling
Utilities:	water, sewer, electric, natural gas
Access:	directly from Fir Road
Zoning:	not zoned presently but bordered by Light Industrial and First Dwelling
Data Source:	OGAR MLS 213339, Jasper County Assessor
Comments:	good access to I-40, adjacent to Mercy Hospital. Being split from a larger parcel.
Legal:	To be Determined



LAND COMPARABLE SALE #6:

Grantor:	Phillip W Blankenship Trust
Grantee:	N/A
Parcels:	14401700000023000, 14401700000023000, 14401800000023000
Location:	Fir Road just west of County Lane 156, Carthage, MO
Sale Price:	List Price \$4,333,050
Sale Date:	Active Listing
Days on Market:	91
Recorded:	N/A
Financing:	N/A
Land Size:	288.87 acres
Allocation:	\$4,333,050; \$15,000 per acre
Shape:	irregular
Topography:	mildly rolling
Utilities:	none
Access:	county maintained Fir Road along the southern boundary.
Zoning:	no zoning
Data Source:	OGAR MLS 234889,
Comments:	bisected by railroad with part of the property in the floodplain





LAND COMPARABLE SALES ADJUSTMENT GRID

Property	Subject Dr Russell Smith Way Carthage	Land					
		#1	#2	#3	#4	#5	#6
		Prosperity Duenweg	Wildwood Ranch Blvd Joplin	Grand Ave Carthage	Mercer Road Jasper	Fir Road Carthage	Fir Road Carthage
Sale Price		\$493,700	\$1,100,000	\$300,000	\$400,000	\$1,120,000	\$4,333,050
Date of Sale		Nov-20	May-22	Jul-23	Dec-23	Pending	Active
Days on Market		461	44	139	654	904	91
Land Size (acres)	247.65	40.00	102.53	24.61	21.64	30.00	288.87
Price/Acre		\$12,343	\$10,729	\$12,190	\$18,484	\$37,333	\$15,000
Property Rights%		0%	0%	0%	0%	0%	0%
Adj. \$		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Financing%		0%	0%	0%	0%	0%	0%
Adj. \$		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Conditions of Sale%		0%	0%	0%	0%	0%	0%
Adj. \$		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Market Conditions%		0%	0%	0%	0%	0%	0%
Adj. \$		\$0	\$0	\$0	\$0	\$0	\$0
Adj. \$/Acre		\$12,343	\$10,729	\$12,190	\$18,484	\$37,333	\$15,000
Location		10.0%	10.0%	0.0%	10.0%	0.0%	0.0%
Traffic		-2.5%	0.0%	-5.0%	0.0%	-5.0%	-2.5%
Highway Visibility		10.0%	10.0%	10.0%	0.0%	0.0%	10.0%
Corner Location		-10.0%	0.0%	-10.0%	-20.0%	-20.0%	0.0%
Zoning		10.0%	10.0%	5.0%	5.0%	0.0%	0.0%
Utilities		-5.0%	-5.0%	-5.0%	-5.0%	-5.0%	0.0%
Gross Adj. %		47.5%	35.0%	35.0%	40.0%	30.0%	12.5%
Net Adj. %		12.5%	25.0%	-5.0%	-10.0%	-30.0%	7.5%
Indicated \$/Acre		\$13,885	\$13,411	\$11,581	\$16,636	\$26,133	\$16,125
Weighted %		10%	50%	20%	20%	0%	0%
Weighted \$		\$1,389	\$6,705	\$2,316	\$3,327	\$0	\$0
Weighted Value Per Acre							\$13,737

LAND ADJUSTMENTS

Property Rights: The comparables were conveyed in fee simple interest. No adjustments were necessary in this regard.

Financing: Each of the comparables was sold with conventional market terms or cash and therefore required no cash equivalency adjustments.

Conditions of Sale: All of the comparables were arm's length transactions by knowledgeable buyers and sellers without duress on either part and therefore, no adjustments were deemed necessary in this category.

Market Conditions: An analysis of the comparables would not support any market conditions adjustment and therefore no adjustment was made to the comparables.

Location: the subject and Comparables #3, #5 and 6 are all in fairly close proximity to each other with no adjustment necessary for overall location. Comparable #1 is located in the small community of Duenweg in between Joplin and Carthage. Comparable #2 is located on the extreme southwest side of Joplin and was also considered inferior since it is further from a major interstate. Comparable #4 is located in the small community of Jasper and was also considered inferior due to the lack of amenities in this small community. All three of these comparables were positively adjusted to compensate for their inferior locations.

Traffic Counts: The subject and Comparables #2 and #4 were similar in traffic counts with less than 2,000 cars per day. The other comparables were considered superior and were negatively adjusted by varying amounts depending on their traffic counts.

Highway Visibility: The subject and Comparables #4 and #5 all have visibility from Interstate 49 and were considered similar in this regard. The remaining comparables were considered inferior in this regard and were positively adjusted by an estimated 10% to compensate. 1 and #3 all have visibility from one of the interstate highways. Comparable #2 on the other hand does not have visibility from the interstate and was considered inferior in this regard and was positively adjusted to compensate.

Corner Location: A corner location is considered advantageous since it gives increased exposure as well as additional access to the property. The subject and Comparables #2 and #6 do not have a corner location and were considered similar in this regard. The remaining comparables all had a corner location and were negatively adjusted to compensate for their corner location. Comparables #4 and #5 were negatively adjusted the most since they were the first property off of the interstate off ramp.

Zoning: The subject is zoned light industrial. I was not able to locate any similarly zoned properties for comparison but Comparables #5 and #6 are both located out in the county with no zoning restrictions and were considered to be similar overall. Comparables #1 and #2 were both zoned for residential development and were considered to be inferior to the subject. These two comparables were positively adjusted by an estimated 10% to compensate. Comparables #3 and #4 are both zoned commercial and were considered only slightly inferior to the subject. These two comparables were positively adjusted by an estimated 5% to compensate.

Utilities: The subject and Comparable #6 do not have any public utilities. The subject does have utilities available in fairly close proximity. The remaining comparables all included public utilities and were considered to be superior to the subject. These comparables were negatively adjusted to compensate.

Conclusion: In analyzing the comparables they indicated a range of values from \$11,581 to \$26,133 per acre. Comparable #5 is a pending sale and Comparable #6 is an active listing. These two comparables were included to illustrate the current expectations of participants in the market and were not given any weight in the final analysis. Considering just the closed sales they indicate a tighter range of value from \$11,581 to \$16,636 per acre. All Four of these comparables were considered reasonable indicators of value for the subject. Comparable #2 was considered the best indicator since it was the most similar in size to the subject and was given the most weight in the weighted analysis. Giving the most weight to this comparable indicated a market value of \$13,737 per acre or \$3,400,000 for the subject's 247.65 acres after rounding.

Therefore, the as is fee simple current market value estimate for the 247.65 Acre Commercial Tract, by the Sales Comparison Approach, as of December 21, 2023 is:

**THREE MILLION FOUR HUNDRED THOUSAND DOLLARS
\$3,400,000**

ADDENDA QUALIFICATIONS

QUALIFICATIONS OF MICHAEL S. ANGLUM State-Certified General Real Estate Appraiser 2001028169

EDUCATION:

CASSVILLE HIGH SCHOOL	1986
DRURY UNIVERSITY (B.A.) Business Administration	1990

HIGHLIGHTED APPRAISAL TRAINING:

INTRO TO REAL ESTATE APPRAISAL	May 1999	APPRAISAL OF SELF STORAGE	June 2014
SALES COMPARISON APPROACH	May 1999	APPRAISAL OF INDUSTRIAL INCUBATORS	June 2015
COST AND INCOME APPROACHES	May 1999	NEW FHA HANDBOOK 4000.1	June 2015
UNIFORM STANDARDS	May 1999	NATIONAL USPAP UPDATE (2016-2017)	Jan 2016
STATISTICAL ANALYSIS	May 1999	APPRAISING MANUFACTURED HOMES	Jan 2016
GENERAL APPRAISAL COURSES	May 2002	APPRAISAL OF REO & FORECLOSURES	May 2017
FACTORY BUILT HOUSING	Nov 2003	APPRAISAL OF OWNER-OCCUPIED COMM.	June 2017
INCOME CAPITALIZATION	Mar 2004	SUPERVISOR-TRAINEE COURSE	Oct 2017
CONSTRUCTION DETAILS & TRENDS	May 2006	NATIONAL USPAP UPDATE (2018-2019)	May 2018
APPRAISING THE ODDBALL	May 2006	THE NUTS & BOLTS OF GREEN BUILDING	May 2018
APPRAISAL TRENDS	July 2007	LAND & SITE VALUATION	May 2019
THE COST APPROACH	July 2007	BASIC HOTEL APPRAISING LMTD SERVICE	May 2019
RESIDENTIAL APPRAISAL REVIEW	July 2009	UNDERSTANDING LUXURY HOME FEATURES	May 2020
SUBDIVISION VALUATION	July 2009	NATIONAL USPAP UPDATE (2020-2021)	June 2020
HOTEL APPRAISING: NEW TECHNIQUES	April 2010	AVOIDING MORTGAGE FRAUD	July 2021
ONLINE FORECASTING REVENUE	Feb 2011	APPRAISAL ADJUSTMENTS II	July 2021
UNIFORM APPRAISAL DATASET	June 2011	VALUATION OF RESIDENTIAL SOLAR	June 2022
APPRAISING OFFICE BUILDINGS	June 2012	NATIONAL USPAP UPDATE (2022-2023)	June 2022
FORECASTING REVENUE	July 2013	FHA APPRAISAL STANDARDS	June 2023
NATIONAL USPAP UPDATE (2014-2015)	Jan. 2014	HOW TO RAISE APPRAISAL QUALITY	July 2023

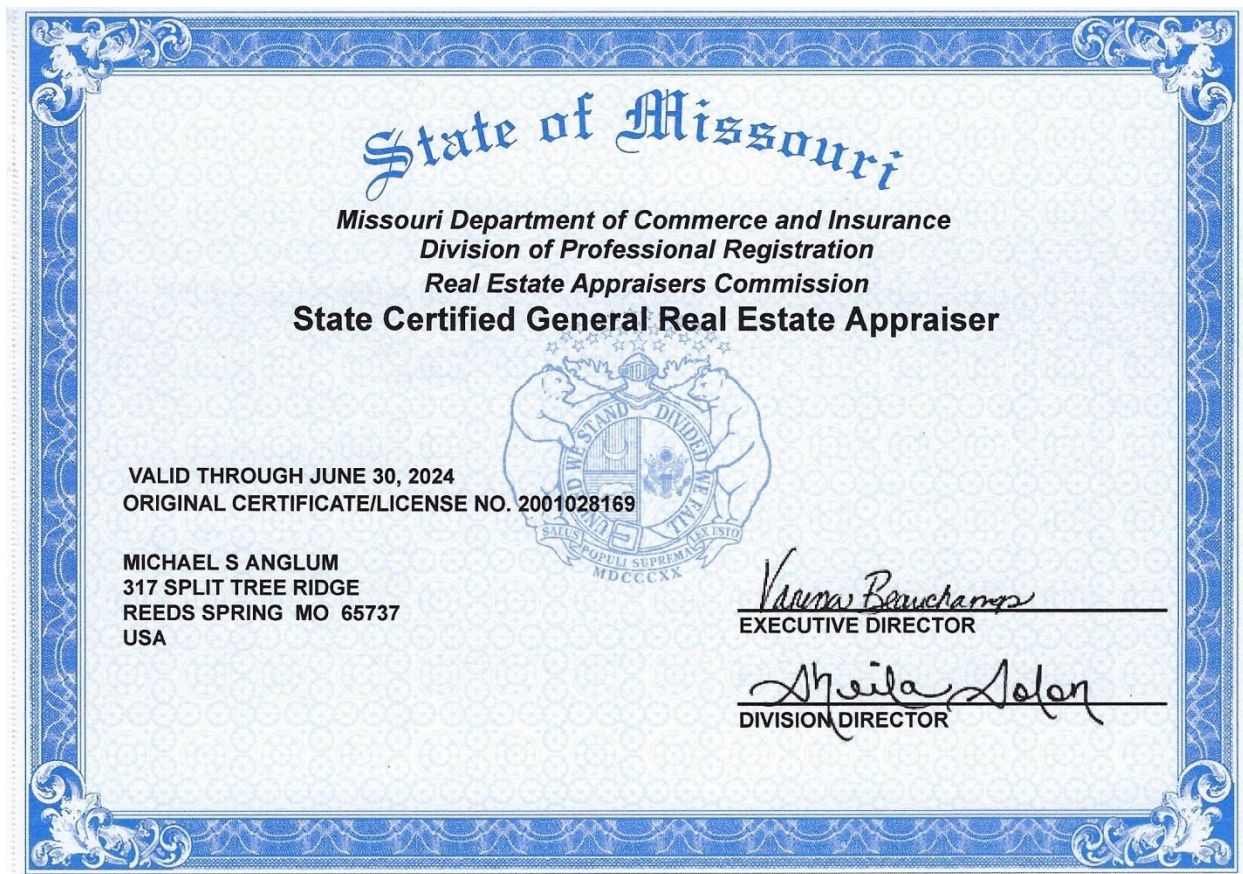
WORK EXPERIENCE:

HERRMAN LUMBER; OUTSIDE SALES/MANAGER	1989-1995
TRAVEL TIME; ADVERTISING SALES (Owner)	1995-1996
MRTC/JENKINS; WHOLESALE SALES REP.	1996-1998
BRANSON CABINS; CONSTRUCTION SUPERVISOR	1998-2000
COOPER APPRAISAL; APPRAISER (Independent Contractor)	1999-2015
APPRAISERS OF THE TREASURE COAST; APPRAISER (Owner)	2015-2016
ANGLUM APPRAISAL; APPRAISER/SUPERVISOR (Owner)	2016-Present

APPRAISAL EXPERIENCE

Bed and Breakfasts	Boat Storage Facilities
Campgrounds	Mobile Home Parks
Churches	Office Facilities
Condemnation	Poultry Farms
C-Stores & Groceries	Residential Developments
Condominium Developments	Restaurants
Live Music Theatres	Retail Facilities
Shopping Centers	Industrial / Manufacturing Facilities
Hotel / Motel Properties	Small Resort Properties
Self Storage Facilities	Commercial Marina's
Warehouse Facilities	Flex Warehouse Facilities
Single Family Residential	Short Term Rental Properties
Multifamily Residential	Recreational Land
Luxury/Custom Residential	Grazing / Mixed Use Agricultural Land
Apartment Complexes	Commercial Developments
RV Parks	Downtown Commercial
Wedding/Event Centers	Equestrian Facilities

LICENSE



ENGAGEMENT LETTER

Commercial

110 N. Neosho Blvd
Neosho, MO. 64850

APPRAISAL ORDER/ ENGAGEMENT LETTER

Appraisal Office: Anglum Appraisals

Due Date: 12/29/2023

Requested by: Appraisal Department at Southwest Missouri Bank 417-455-1117

Property Address: 247 acres vacant land, Carthage, MO

Legal Description:

Function of the Appraisal Report: ☒ Purchase ☐ Refinance ☐ Construction ☐ Foreclosure

Purpose of the Appraisal: The purpose of the appraisal report is to provide a documented opinion of the "Market Value" of the real estate as of the date of your inspection. Your appraisal report must comply with the Title XI of the Federal Financial Institution Reform, Recovery and Enforcement Act of 1989 (FIRREA). If a disparity exists between the FIRREA standards and the instructions received, the requirements of FIRREA prevail. You are to appraise property as of the current date of your inspection and its current condition unless otherwise requested. Your analyses, including adjustments utilized in any comparison of comparable sales and/or leases, income projection, discount rates, capitalization rates, etc. must be supported by market evidence or otherwise explained in detail. Any personal property, including equipment, considered in the appraisal should be identified and valued separately.

Borrower's Name: The City of Carthage, Missouri a Municipal Corp

For Property Access Contact: Mark Johnson

Phone: 417-358-9331

Delivery Instructions: Please send final report via email to: appraisaldept@smbonline.com

Please send invoice as attachment to the appraisal report.

APPRAISER'S AGREEMENT: by accepting this order, the appraiser agrees to perform an appraisal and generate an appraisal report which fully complies with the instructions as set forth in "purpose of the appraisal". In accepting and entering into this agreement to perform this order, the appraiser warrants he/she has the knowledge and experience to complete the order competently. The appraiser also agrees to follow the appraisal standards as prescribed by the Uniform Standards of Professional Appraisal Practice. The Appraiser was not provided any predetermined or desired valuation of the Subject Property by the Client or any third part. The Appraiser was not influenced by the Client or any third part in determining the valuation of the Subject Property through coercion, extortion, collusion, compensation, inducement, intimidation bribery or in any other manner. The appraiser also agrees to follow the appraisal standards as prescribed by the Uniform Standards of Professional Appraisal Practice. Appraisers are required to comply the privacy regulations and information guidelines issued pursuant to Title V of the Gramm, Leach, Bliley Act.

To obtain additional information concerning this order or to answer any questions regarding these instructions, please contact: **Appraisal Department at Southwest Missouri Bank**
@ 417-455-1117 Fax # 417-451-0418

ORDER MUST BE SIGNED AND RETURNED VIA FAX OR E-MAIL WITHIN 24 HOURS. I must also be notified of the inspection date. Thank You in advance.

Acceptance of order by:

Michael Anglum

Date: 12/04/2023



SALES TAX REPORT (UNAUDITED)

For the Month of:

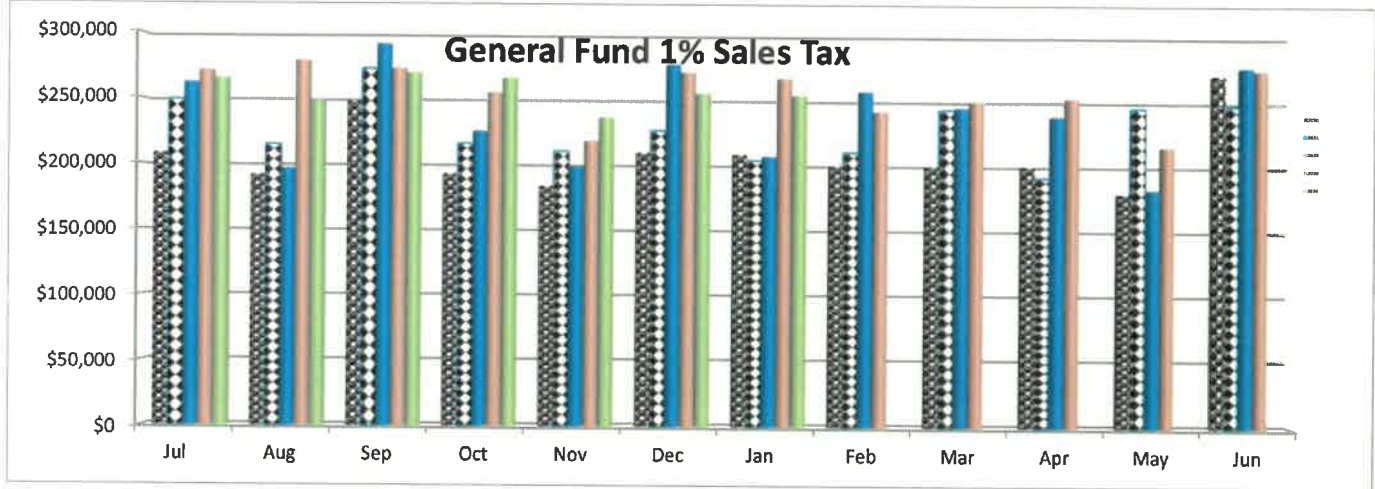
January

FY 2023-24

City's 1% General Fund Sales Tax

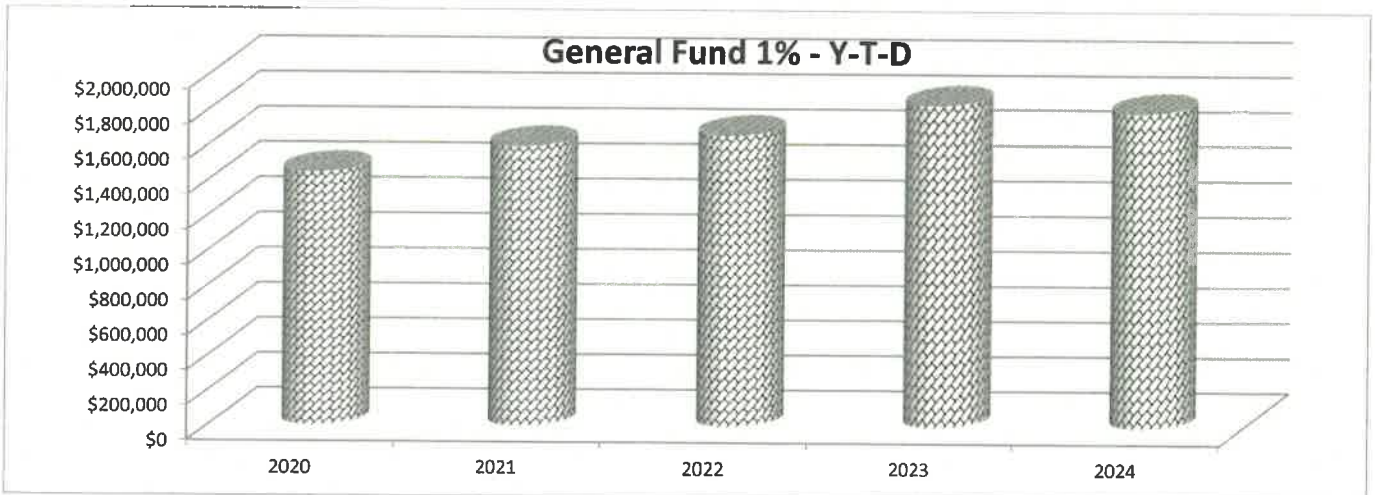
Current Month:	\$ 253,719.17	Anticipated:	\$ 269,220.66	% Difference	-5.76%
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	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Current Month	\$ 208,346.77	\$ 203,841.57	\$ 206,950.39	\$ 266,575.48	\$ 253,719.17
% Change		-2.16%	1.53%	28.81%	-4.82%
\$Change		<u>-\$ 4,505.20</u>	<u>\$ 3,108.82</u>	<u>\$ 59,625.09</u>	<u>-\$ 12,856.31</u>



Year-To-Date:	\$ 1,794,849.77	Budgeted:	\$ 3,096,746.00	% Difference	42.04%
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	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Y-T-D	\$ 1,441,742.97	\$ 1,593,298.59	\$ 1,658,628.85	\$ 1,834,292.02	\$ 1,794,849.77
% Change		10.51%	4.10%	10.59%	-2.15%
\$Change		<u>\$ 151,555.62</u>	<u>\$ 65,330.26</u>	<u>\$ 175,663.17</u>	<u>-\$ 39,442.25</u>



Comments:

Currently, City Sales Taxes total 2.750%. This includes 1% General, .5% Transportation, .5% Capital Improvements, .5% Parks/Stormwater, and .25% Fire. Numbers are shown as received by the City. Receipts lag collections by approximately 2 months.

USE TAX REPORT (UNAUDITED)

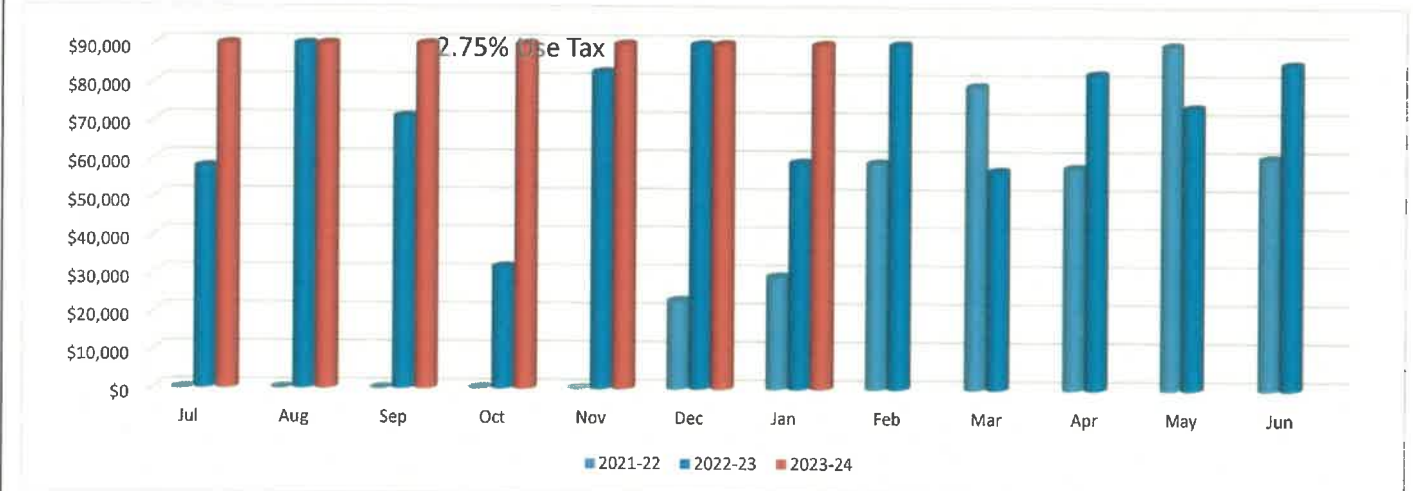
For the Month of: **JANUARY** **FY 2023-24**

2.75% Use Tax

9

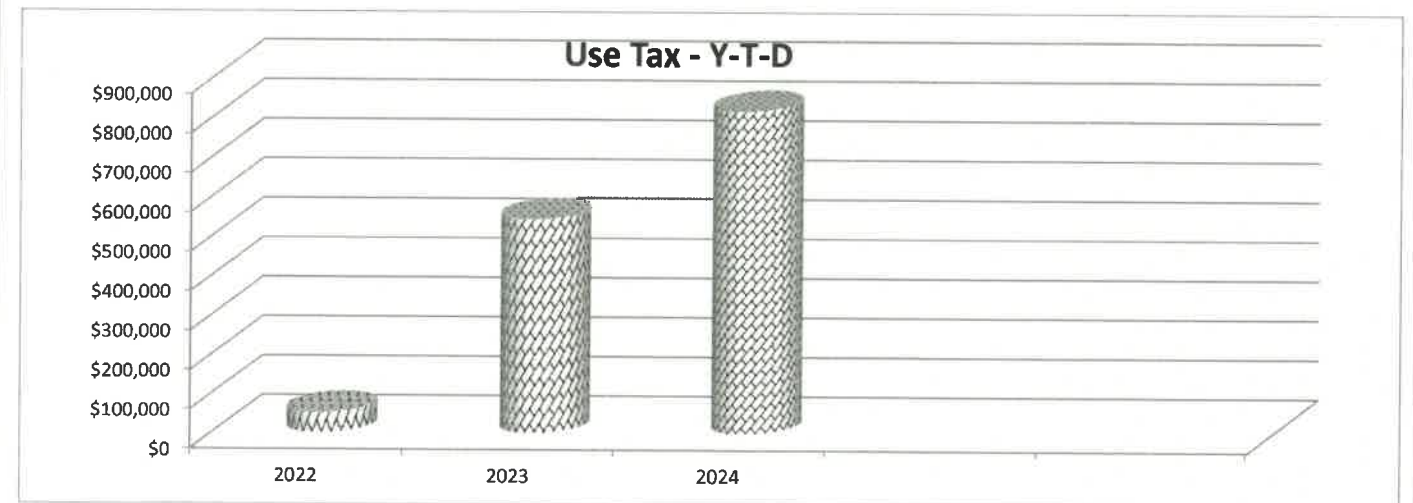
Current Month:	\$ 90,688.40	Anticipated:	\$ 85,520.47	% Difference	6.04%
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	FY 2022	FY 2023	FY 2024
Current Month	\$ 29,382.98	\$ 59,169.37	\$ 90,688.40
% Change			53.27%
\$Change		\$ 29,786.39	\$ 31,519.03



Year-To-Date:	\$ 819,319.85	Budgeted:	\$ 953,975.00	% Difference	14.12%
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	FY 2022	FY 2023	FY 2024
Y-T-D	\$ 52,474.26	\$ 544,044.41	\$ 819,319.85
% Change			50.60%
\$Change		\$ 491,570.15	\$ 275,275.44



Comments:

The Department of Revenue received notification by the City-as required by Section 144.757- RSMo, that it had imposed a 2.75% City local option Use Tax at the same rate as the local sales tax rate. The tax became effective October 1, 2021 with no expiration date. The City had indicated that it would distribute the funds as follows: 30% Public Safety; 30% Roads & Bridges and 40% Parks & Recreation for the first 3 years of collections. City receipts lag collections by approximately 2 months. Monthly use tax distributions are distributed by means of electronic fund transfers from the State to the City.