27th Street & Anderson Avenue Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

Bid Opening: 04/07/2020

2:00 p.m.

PUBLIC WORKS DEPARTMENT

602 S. Main Street, Joplin Missouri 64801
Phone: 417-624-0820 Ext. 530 FAX: 417-625-4738

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SECTION A:

INFORMATION FOR BIDDERS

NOTICE TO CONTRACTORS

Notice is hereby given that the Director of Public Works of the City of Joplin, Missouri, will accept sealed bids for the following improvements in the City of Joplin, Missouri:

Project:

27th Street & Anderson Avenue Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

The 27th Street & Anderson Avenue Infrastructure project includes the construction of 30' wide/ 703 LF of roads, 1,456 LF of curbs, and 734 LF of sidewalk, handicap ramps, new storm sewer system and extension of the existing sewer for future connection. The newly constructed roads will surround the City of Joplin CDBG-DR funded Joplin Bungalows project and will be connecting West 26th St. to the CBDG-DR funded McCoy Extension project.

Copies of the plans and specifications are on file and may be examined at the offices of the City of Joplin located at 602 S Main St. Joplin, Missouri 64801 or on the City's website (https://www.joplinmo.org/Bids.aspx?CatID=17). Bids must be in the hands of the City of Joplin Director of Public Works before 2 p.m. prevailing local time on April 7, 2020, at which time all bids will be opened by the Director of Public Works at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in the 5th Floor Study.

Plans and Specifications must be secured at City of Joplin located at 602 S Main St. Joplin, Missouri 64801 or through the City of Joplin's website (https://www.joplinmo.org/Bids.aspx?CatID=17).

PLEASE NOTE: Official planholders list will only be the list maintained by the City of Joplin Public Works Department. It is the sole responsibility of all planholders, whether they have received digital downloads or paper copies of the plans and specifications, to return to the City website periodically to check for Addenda which may have been posted. Neither the Owner nor Engineers has any responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the City of Joplin Public Works Department. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

This project is being supported with U.S. Department of Housing and Urban Development, Community Development Block Grant, Disaster Recovery grant funding. Therefore, certain restrictions and other federal requirements attach to this opportunity.

A MANDATORY Pre-bid Meeting will be held at 2:00 p.m., March 24, 2020, Joplin City Hall, 5th Informal Council Chambers. All bidders are required to attend the Pre-Bid Meeting and sign the attendance sheet at the meeting. Bids received from bidders who have not attended the Pre-Bid Meeting and signed the attendance sheet at the meeting will be considered nonresponsive.

The wage rates applicable to this project have been predetermined as required by law and are set forth in the construction specifications and are to be considered as a part of this Notice to Contractors.

A detailed listing of all subcontractors shall be provided by the Bidder. In accordance with the Contract Documents, documentation that the prospective General Contractor and its subcontractors meet minimum qualifications shall be provided and submitted.

The successful bidder will have to sign an agreement that they are enrolled and participating in a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin, and will provide an Affidavit of Compliance to the City stating the same.

Payment for this project will be made to the contractor in cash.

A bid bond or certified check for five percent (5%) of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance bond in the amount of his bid and shall, before entering on the work of said contract, be licensed as a contractor of the City of Joplin, Missouri. The Director of Public Works reserves the right to reject any or all bids.

The City of Joplin hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises 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, sex, or national origin in consideration for an award. MBE, WBE, and Section 3 businesses are encouraged to bid. Also, the contractor will be required to have an approved Affirmative Action Program. Attention of bidders is particularly called to the requirement that an Affirmative Action Program must be adopted by the contractor and approved by the Affirmative Action Committee of the City of Joplin before the contract may be executed.

David Hertzberg, P.E.
DIRECTOR OF PUBLIC WORKS

SCOPE OF WORK

Project:
27th Street & Anderson Avenue Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

The 27th Street & Anderson Avenue Infrastructure project includes the construction of 30' wide/ 703 LF of roads, 1,456 LF of curbs, and 734 LF of sidewalk, handicap ramps, new storm sewer system and extension of the existing sewer for future connection. The newly constructed roads will surround the newly constructed City of Joplin CDBG-DR funded Joplin Bungalows project. Anderson Road will connect to West 26th Street just east of Joplin Bungalows, the road will extend south from West 26th Street for several hundred feet. The road will then take a 90 degree turn west at which time it converts to 27th Street and travels several hundred feet to connect to McCoy Ave.

Quantities and specific locations are subject to change depending on the bids received and as work progresses. See the project plan sheets for general locations and boundaries.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:
   The City of Joplin (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the City Hall, 5th Floor, 602 S. Main Street, Joplin, Missouri, 64804 until 2:00 p.m., prevailing local time on April 7, 2020, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the City of Joplin, 602 S. Main Street, Joplin, Missouri and designated as bid for 27th Street & Anderson Avenue Infrastructure Project, McCoy Avenue to 26th Street, CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001.

   The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the required BID form, included as part of these specifications, and accompanied by Certification by Bidder Regarding Equal Employment Opportunity, and completed Tables A-B for Section 3 requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, and the foregoing Certifications must be fully completed and executed when submitted.

3. Subcontracts: The bidder is specifically advised that any person, or other party, to whom it is proposed to award a subcontract under this contract:

   a. Must be acceptable to the procurer; and

   b. Subcontractors must comply with HUD requirements related to this funding, including certifications, in the event the bidder is successful in obtaining this work.

4. Telegraphic Modification: Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding: The Owner invites the following bid(s): Unit Price submission for 27th Street & Anderson Avenue Infrastructure Project, McCoy Avenue to 26th Street in compliance with project drawings, specifications and contract documents. Award of the contract shall be based upon the lowest responsive, responsible bid submitted for the Total Contract Base Bid Amount. The OWNER reserves the right to add or subtract quantities from the Project Contract at the Unit Prices submitted, as necessary.

6. Qualifications of Bidder: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to

satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security: Each bid must be accompanied by a bid bond payable to the Owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return all of the bonds except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.

8. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Time of Completion and Liquidated Damages requirements listed in Special Provisions, Paragraph 7, Project Special Provisions.

10. Conditions of Work: Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

11. Addenda and Interpretations: No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be addressed in writing addressed to:

    Name: Rob Beachner – Project Manager
    Address: City of Joplin, 602 S Main St. Joplin, Missouri 64801
    Phone Number: 417-624-0820
    Email: rbeachne@joplinmo.org

    To be given consideration, written requests must be received at least five (5) days prior to the date fixed for the opening of bids. Interpretations, supplemental instructions or clarifications considered necessary by the Engineer in response to such questions will be issued in the form of written addenda to the contract documents and specifications which, if issued, will be posted to the City of Joplin's website (https://www.joplinmo.org/Bids.aspx?CatID=17) or can be located at the City of Joplin, 602 S Main St. Joplin, MO 64801, not later than three days prior to the date fixed for the opening of bids. Questions received less than (5) days prior to the date for opening of bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance: Simultaneously with the delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the Agreement included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

    a. Inspection and testing of materials.

    b. Insurance requirements.

    c. Wage rates.

    d. Stated allowances.

15. Laws and Regulations: The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award - Lowest Qualified Bidder: Award of the contract shall be based upon the lowest responsive, responsible bid submitted for the Total Contract Base Bid Amount. The OWNER reserves the right to add or subtract quantities from the Project Contract at the Unit Prices submitted, as necessary.

17. Obligation of Bidder: At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect or his bid.

    a. Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars ($5,000), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation if a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

18. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:

    a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

    b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

    c. Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

19. Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to procure documentation or be subject to removal from the Project.

20. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

21. Contractor's Responsibility for Subcontractors:

    a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.

    b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.

    c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

SPECIAL PROVISIONS

Project:

27th Street & Anderson Avenue Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

1. Wage rates for this project shall be in accordance with wage rate determination made by the Missouri Department of Labor and Industrial Relations on file in the Department of Public Works or Davis-Bacon U.S. Department of Labor wage rates, whichever is higher. The wage rates applicable to this project have been predetermined as required by law and are set forth in the construction specifications and are to be considered as a part of this Notice to Contractors.

2. Contractors are cautioned that unbalanced bids can be rejected. The City reserves the right to reject or delete any part of the bid.

3. The City will issue a notice to proceed after the signing of the contract.

4. All work shall be in accordance with City of Joplin Standard Specifications that are in effect on the City of Joplin website on June 1, 2019 at http://joplinmo.org/DocumentCenter, by selecting Public Works>Standard & Specs>Standard Specs, and the project Drawings and Specifications included herewith. In occurrences where specification sections, drawings, drawing details or other notations address the same or similar items, methods or materials, the more stringent requirements shall govern.

5. Contractors shall abide by the requirements set by the United States Access Board for ADA guidelines and standards (ADAAG) by following the ADAAG standards for Public Right of Ways (PROWAG). The contractor is required to familiarize themselves with the PROWAG guidelines, latest edition. Details provided on the plans are designed to the new requirements but due to lack of survey information the contractor needs to verify in the field that all slope requirements can be met. If the requirements cannot be met then it is the responsibility to notify the City Engineer immediately for redesign or an alternative slope requirement within the PROWAG guidelines.

6. Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed, and to fully complete the project awarded to them within the requirements listed in Paragraph 7 below.

7. Project Special Provisions

    a. The contractor agrees to complete all work in the agreement by June 26, 2020. Liquidated damages in the amount of $2,000 shall be assessed in accordance with paragraph 13 of the Agreement for each calendar day all work in the agreement is not completed after June 26, 2020.

b. Sales Tax Exemption: Senate Bill 477 has expanded the provisions of Section 144.062 of the Revised Statutes of Missouri (RSMo) to allow contractors to make tax-free purchases of materials and equipment for projects owned by tax-exempt entities. This change in Section 144.062 RSMo became effective on August 28, 1994. Purchases of construction materials, by the Contractor, for this project are exempt from sales tax. Prior to being eligible for this exemption, the attached "Missouri Project Exemption Certificate" must be completed by the Owner and presented to the Contractor. For more information about this exemption, the bidder may contact the Missouri Department of Revenue, Technical Support Section, Jefferson City, Missouri (573-751-2836).

8. Lead Remediation: Any excavation done on a City project is subject to Lead and Cadmium testing. No soil is to be hauled off site without first being tested by the City of Joplin. Soil testing for Lead and Cadmium is offered by the City of Joplin without any additional cost to the Contractor. All contaminated excavated material shall be transported directly from the site(s) to the soil repository located 0.3 miles north of the intersection of West 7th Street and Malang Road, Joplin, Missouri. Transportation and disposal of all contaminated soil shall be measured per cubic yard of deposited material. Payment shall be at the unit price stated in the Bid Schedule and shall constitute payment for all earthwork, loading and unloading, hauling, disposal, water, tools, equipment, labor, and incidentals necessary to complete this section. Since the quantity of contaminated soil is unknown, the Bid Schedule includes a unit price and quantity for the purpose of comparing bids. The unit price set forth in the Bid Schedule for the transportation and disposal of contaminated material shall not be adjusted based on the actual quantity. The final quantity and contract price shall be adjusted based upon the actual volume of contaminated material disposed. Measurement and payment will only be made if the material is found to be contaminated. If the material is not contaminated it shall be considered unclassified and shall be disposed of by the contractor at the contractor's expense.

9. "Or Equal", "Or Approved Alternate" Clause

   Whenever material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered an equal alternate and satisfactory, providing the material or article so proposed is of equal substance and function in the Engineer's opinion. However, substitute items shall not be purchased or installed without the Engineer's written approval. Descriptive data on any item offered as an equal or as an alternate, must be submitted to the Engineer at least seven (7) days prior to the bid opening and the Engineer will issue addenda prior to bid opening identifying manufacturers of approved equipment.

10. Right of Entry

    The authorized representatives and agents of the OWNER, the ENGINEER, the Environmental Protection Agency, the Comptroller of the United States, the MISSOURI DEPARTMENT OF NATURAL RESOURCES, or any other duly authorized representative shall be permitted to inspect, review, and otherwise have access to all work, materials, payrolls, project records, personnel records, invoices of materials and equipment, and other relevant data and records for the Project for the purposes of making audit, examination, excerpts, and transcriptions. The CONTRACTOR shall make available to the representatives and agents suitable conveyance, personnel, and attendants for inspections and reviews, as well as ingress and egress to and from the Project.

11. Contractor Drawings & Specifications

The CONTRACTOR shall receive six (6) sets of the contract drawings and specifications with the "Notice of Award". The CONTRACTOR shall maintain at the site for the OWNER one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order, and marked to record all changes made during construction. These shall be available to the OWNER.

12. Record Drawings

The CONTRACTOR shall deliver to the OWNER a complete set of Contract Drawings neatly recorded with all changes made during construction. These Drawings shall be labeled "Record Drawings" with the date of the submittal and the Contractor's name and signature clearly indicated. These "Record Drawings" shall be submitted following final acceptance of the Project and prior to the final payment.

13. Waiver and Release of Lien and Contractor’s Certificate

Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar amount, the CONTRACTOR shall obtain and deliver in duplicate to the OWNER, through the Engineer, a notarized Final Waiver of Lien, in the form attached hereto, from all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

These documents shall be accompanied by a Contractor's Certificate, in the form attached hereto, signed and notarized by the CONTRACTOR or his legal representative, certifying that all persons providing labor have been paid in accordance with wage rates applicable to the Project, and listing names of all suppliers, materialmen, subcontractors, and others providing goods and/or services for the Project.

DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

Frequently Asked Questions (FAQs)

Section 3 of the Housing & Urban Development Act of 1968

GENERAL QUESTIONS

1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

2. What does —To the Greatest Extent Feasible Mean?

By to the —Greatest Extent Feasible, the Department means the every effort must be made to comply with the regulatory requirements of Section 3. By this, the Department means that recipients of Section 3 covered financial assistance should make every effort within their disposal to meet the regulatory requirements. For instance, this may mean going a step beyond normal notification procedures for employment and contracting procedures by developing strategies that will specifically target Section 3 residents and businesses for these types of economic opportunities.

3. What does the term —Section 3 residentll mean?

A —section 3 resident is:

1) a public housing resident; or

2) a low- or very low- income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered assistance is expended.

4. What does the term Section 3 Business Concern mean?

Section 3 business concerns are businesses that can provide evidence that they meet one of the following criteria:

a) 51 percent or more owned by Section 3 residents; or
b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire*; or
c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to business concerns that meet one of the first two qualifications above.

*Example: Alysha was an unemployed Section 3 resident that was first hired by ABC Company on

January 1, 2011. She received a raise of $2,500 in March 2012, thereby boosting her household income above the local low income level. ABC Company may continue to count Alysha as one of their Section 3 employees until December 31, 2013 (i.e. within three years of the date of first hire).

5. How does Section 3 differ from the Minority Business Enterprise/Women Business Enterprise programs?

Section 3 is both race and gender neutral. The preferences provided under this regulation are based on income-level and location. Section 3 regulations were designed to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to low-income residents, and the businesses that employ these persons, within their community regardless of race and/or gender.

To learn more about the Minority Business Enterprise and Women Business Enterprise programs, please contact HUD's Office of Small and Disadvantaged Business Utilization at 202-708-1428, or visit their website, located at: http://portal.hud.gov/portal/page/portal/HUD/program_offices/sdb.

6. How are —low-income and very low-income determined?

Low- and very-low-household income limits are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the median income for each locality by household size or the number of people residing in one house. HUD income limits may be obtained from:
http://www.huduser.org/portal/datasets/il.html

7. What are —metropolitan areas and —non-metropolitan counties?

Metropolitan area means a metropolitan statistical area (MSA), as established by the Office of Management and Budget. A non-metropolitan county means any county outside of a metropolitan area.

A current list of MSAs can be found at:
http://www.census.gov/population/www/metroareas/metrodef.html

8. What is a —new hire?

A new hire means a full-time employee for a new permanent, temporary, or seasonal position that is created as a direct result of the expenditure of Section 3 covered financial assistance.

9. Can laid-off workers that are —re-hired as a result of a HUD-funded project considered new hires?

Yes. Any employee that was not on the payroll of a recipient, developer, or contactor on the day that Section 3 covered assistance was provided can be counted towards the Section 3 minimum numerical goal for employment.

10. What is a Section 3 covered project?

A Section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

11. Who is considered a recipient of Section 3 funding?

A recipient is any entity which receives Section 3 covered assistance, directly from HUD or from another recipient (i.e., a PHA; unit of State or local government; property owner; developer; etc). It does not include contractors or any intended beneficiary under the HUD program to which Section 3 applies, such as a homeowner or a Section 3 resident.

12. Which recipient agencies (or sources of HUD financial assistance) are required to comply with Section 3?

Public Housing Authorities (PHAs) regardless of size or number of units are required to comply with Section 3. One exception is PHAs that only receive or administer tenant-based Housing Choice (Section 8) Vouchers and do not utilize any of the financial assistance described above. Although they are exempt, compliance with Section 3 is encouraged.

Section 3 also applies to recipients of more than $200,000 from housing and community development programs. The following are a list of examples of such funds:

Community Development Block Grant (CDBG) HOME Investment Partnership
Neighborhood Stabilization Program Grants (NSP 1, 2 & 3)

- Economic Development Initiative (EDI)/Brownfield Economic Development Initiative Grants
- Housing Opportunities for Persons with AIDS (HOPWA) Homeless Assistance Grants (ESG)
- University Partnership Grants
- Economic Stimulus Funds (including CDBG-R and CFP Supplemental) 202/811 Grants
- Lead Hazard Control Grants

*Note: The requirements of Section 3 typically apply to recipients of HUD funds that will be used for housing construction, rehabilitation, or other public construction. Contact the Economic Opportunity Division at section3@hud.gov to determine applicability to a particular project/activity.

13. Can a non-profit organization be considered a —business concernll for the purposes of Section 3?

Yes. A non-profit organization can be a legitimate business concern. Non-profit organizations must meet the criteria of a Section 3 business concern as defined at 24 CFR Part 135.5 in order to receive Section 3 preference.

14. What is a Service Area?

The Service area is the geographical area in which the persons benefiting from the Section 3 covered project reside. The Service Area shall not extend beyond the unit of local government in which the Section 3 covered financial assistance is expended.

APPLICABILITY

15. What is Section 3 covered assistance? Section 3 covered assistance includes:
Public and Indian Housing Operating Subsidy; Capital Funds; or Modernization assistance; and

Housing and community development assistance expended for housing rehabilitation, housing

construction, or other public construction.

16. What are funding thresholds and how do they apply to Section 3 covered financial assistance?

Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are no thresholds for public and Indian housing (PIH) programs. The requirements of Section 3 apply to all PIH programs regardless of the amount of assistance received from HUD.

The Section 3 requirements apply to recipients of Housing and/or Community Development Assistance exceeding $200,000 combined from all sources in any one year. Section 3 covers the expenditure of any portion of those funds for any activity that involves housing construction, rehabilitation, or other public construction.

For example, a city receives $600,000 for CDBG, $150,000 in HOME Funding, and $75,000 in NSP funding. This represents a total of $825,000 in housing and community development assistance. As such, any construction or rehabilitation activities funded by the city using those funds is covered by Section 3.

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17. Do the requirements of Section 3 apply to grantees on a —per projectǁ basis?

No. Any agency that receives covered assistance that exceeds $200,000 is required to comply with the requirements of Section 3 whenever any projects involving housing construction, rehabilitation, or other public construction are administered, regardless of the actual dollar amount of covered assistance that is invested into the individual project/activity.

18. If a project is funded with non-HUD assistance, do the requirements of Section 3 still apply?

Section 3 applies to projects that are fully or partially funded with HUD financial assistance. Projects that are financed with state, local or private matching or leveraged funds used in conjunction with HUD funds are covered by Section 3.

19. What dollar threshold amounts apply to contractors/subcontractors?

All contracts (or subcontracts) funded with Public and Indian Housing assistance, regardless of dollar amount or type of contract, is subject to the requirements of Section 3.

With respect to recipients of Housing and/or Community Development funding, all contractors or subcontractors that receive covered contracts in excess of $100,000 for housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3.

20. What responsibilities do contractors/subcontractors have if they receive Section 3 covered contracts?

If the contractor/subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to contractors and subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the contractor/subcontractor must notify the recipient agency about their efforts to comply with Section 3 and submit any required documentation.

21. Do the Section 3 requirements apply to material only contracts?

No. Section 3 does not apply to material only contracts or those that do not require any labor. For example, a contract for office or janitorial supplies would not be covered by Section 3. In this example, Section 3 would be encouraged but not required. However, a contract to replace windows that includes the removal of existing windows and the installation of new windows would be covered.

22. Are maintenance projects covered by Section 3?

Yes, but only for PIH funded programs administered by Public Housing Authorities.

23. Does the reduction and abatement of lead-based paint hazards constitute housing rehabilitation?

Yes, reduction and abatement of lead-based paint hazards does constitute housing rehabilitation and is covered by Section 3.

24. Are demolition projects covered by the requirements of Section 3?

Yes. Recipients of Section 3 covered assistance should make efforts to award a minimum of ten percent of the total dollar amount of all demolition contracts to Section 3 businesses.

25. Are professional service contracts covered under Section 3?

26. Does Section 3 apply to new hiring by a CDBG-Entitlement recipient?

Yes. If the recipient intends to use its HUD allocation to hire additional staff person(s) to perform work related to housing construction, rehabilitation, or other public construction, then the position(s) is covered by Section 3. However, if the local municipality uses a civil servant applicant process to hire new employees, compliance with the requirements of Section 3 may not be feasible.

27. Does Section 3 apply to new hiring by a Public Housing Authority?

Yes. Section 3 applies to all Public and Indian Housing capital, operating or development funds; therefore, new hiring done by the PHA (regardless of the position) is covered by Section 3.

28. For community development and other housing assistance, do the thresholds apply to the total amount of HUD assistance received or the amount of funds invested into Section 3 covered projects/activities?

The threshold applies to the total amount of HUD assistance received. Example: the City of Mountain View, receives $210,000 through the State CDBG program. The funds will be used as follows:

a. Housing rehabilitation- $180,000;
b. micro-enterprise revolving loan fund- $20,000; and
c. Fair housing counseling- $10,000.

City of Mountain View is subject to Section 3 requirements because they received over $200,000 in housing and community development funds. However, only the funds expended for Section 3 covered activities must comply with the requirements of Section 3. Therefore, the expenditure of the $180,000

is covered by Section 3. The remaining $30,000 that was used for fair housing counseling and a revolving loan fund is not covered by Section 3.

29. Are contracts cumulative for reaching the Section 3 threshold?

No. Contracts for Section 3 covered projects are not cumulative. The requirements of Section 3 apply to each individual contract that meets the thresholds.

For example, if a recipient agency awards 3 housing rehabilitation contracts (at $36,000; $50,000; and $20,000 for a cumulative total of $106,000) to one contractor for three different projects within a twelve month period, the contractor is not required to comply with the requirements of Section 3 because none of his contracts met the $100,000 threshold. Accordingly, the responsibility for meeting the requirements of Section 3 would remain with the recipient agency that awarded the contracts.

CONSISTENCY WITH OTHER LAWS

30. Does Section 3 apply to other State/local laws?

Yes. Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with local laws and regulations. Accordingly, recipients of Section 3 covered assistance are required to develop strategies for meeting both the regulatory requirements at 24 CFR Part 135 and any other applicable statutes or regulations.

31. What is the relationship between Section 3 and Davis Bacon requirements?

Compliance with Section 3 must be achieved consistent with the requirements of Davis-Bacon. Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a—276a–7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work.

32. What is the relationship between Section 3 and Minority Business Enterprises (MBEs)?

‗Minority business enterprise' (MBE) means a business enterprise that is owned and controlled by one or more minority or socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or other similar causes.

Section 3 preferences are race and gender neutral. A minority and/or woman owned business enterprise must provide evidence that it meets at least one criterion of a Section 3 business outlined above in order to receive preference under Section 3.
However, the Department anticipates that Section 3 will serve to support, and not impede, contract opportunities for minority business enterprises.

The MBE designation may provide preferences promoted by other statutes and regulations, such as goals for MBEs, and other socially and economically disadvantaged businesses. Additional information about the MBE program can be obtained by calling the HUD Office of Small and Disadvantaged Business Utilization at 202-708-1428.

RECIPIENT RESPONSIBILITIES

33. What are the responsibilities of recipient agencies under Section 3?

Recipients are required to ensure their own compliance and the compliance of their contractors/subcontractors with the Section 3 regulations, as outlined at 24 CFR § 135.32. These responsibilities include but may not be necessarily limited to the following.

- Designing and implementing procedures to comply with the requirements of Section 3 in order to comply with Section 3: Recipient agencies must take an active role in ensuring Section 3 compliance. The first step is designing or planning and implementing procedures to ensure that all parties, including residents, businesses, contractors, and subcontractors, comply with Section 3.

- Facilitating the training and employment of Section 3 residents: The recipient agency must act as a facilitator, connecting Section 3 residents to training and employment opportunities.

- Facilitating the award of contracts to Section 3 business concerns: The recipient agency must also work to link developers and contractors with capable Section 3 business concerns. Additionally, recipient agencies, when necessary, may direct Section 3 business concerns to organizations that provide capacity building training.

- Ensuring Contractor and Subcontractor Awareness of Section 3 Goals and Responsibilities: The recipient agency is responsible for ensuring that contractors and subcontractors are aware of, and in compliance with, Section 3 requirements.

- Ensuring Compliance and Meeting Numerical Goals: Recipient agencies shall ensure compliance with Section 3 by assessing the hiring and subcontracting needs of contractors; regularly monitoring contractor compliance; assisting and actively cooperating with the Secretary of HUD in obtaining the compliance of contractors; Penalizing non-compliance; Providing incentives for good performance; and Refraining from entering into contracts with any contractor that previously failed to comply with the requirements of Section 3.

- Reporting Requirements: Recipient agencies must document all actions taken to comply with the requirements of Section 3: Recipient agencies must submit a Section 3 Annual Summary Report (Form HUD-60002) for all covered funding to the Office of Fair Housing and Equal Opportunity. Section 3 reports shall be submitted electronically online at: www.hud.gov/section3.

34. What are good strategies for targeting Section 3 residents and businesses?

In order to target Section 3 residents and businesses, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities to be instrumental for reaching the employment and contracting goals.
It is recommended that recipient agencies establish procedures to certify Section 3 residents and Section 3 business concerns and incorporate some form of preference for employment and contracting opportunities. Thereafter, they should maintain a list of eligible residents and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available.

Refer to the Section 3 Regulations at 24 CFR Part 135.32 for a listing of responsibilities and the Appendix to the Section 3 regulations for additional examples of effective strategies.

35. Are funds provided to recipients so that they can comply with the requirements of Section 3?

No. Since Section 3 requirements are only triggered when the normal expenditure of covered funds results in employment, training, or contracting opportunities, there is no need for the Department to provide funds to meet the recipient responsibilities set forth in the regulation.

36. Does Section 3 require recipient agencies to create new (or unnecessary) training, employment, and contracting opportunities?

Recipient agencies are not required to create jobs or contracts for Section 3 residents and business concerns simply for the sake of creating them. Section 3 requires that when employment or contracting opportunities are generated because a project or activity undertaken by a recipient of covered HUD financial assistance necessitates the employment of additional personnel through individual hiring or the awarding of contracts, the recipient must give preference in hiring to low- and very low- income persons and/or businesses that are owned by these persons or that substantially employ them.

37. Are Section 3 residents or business concerns guaranteed employment or contracting opportunities under Section 3?

Section 3 is not an entitlement program, there are no guarantees. Residents and businesses must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

Section 3 requirements provide preference to Section 3 residents and business concerns, but not a guarantee.

38. Are recipients, developers, and contractors required to provide long- term employment opportunities, and not simply seasonal or temporary employment?

Recipients, developers, and contractors are required, to the extent feasible, to direct all employment opportunities to low- and very low-income persons- including seasonal and temporary employment opportunities. Employment goals are based on ‗new hires,' which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients, developers, and contractors are encouraged to provide long-term employment.

39. When might a recipient agency be exempt from the requirements of Section 3?

Typically, the Department does not grant any exemptions or waivers related to Section 3.

40. Are recipients required to request developers or contractors to make payments into Section 3 training or implementation funds?

No. Recipients are not required to request noncompliant contractors make payments into a fund.

Providing employment, training, and subcontracting opportunities to Section 3 residents and businesses must be the primary goal of developers/contractors. However, such a fund can be used in very specific instances as a penalty for noncompliance.

SECTION 3 PREFERENCE

41. How can a prospective Section 3 resident or business certify that they meet the eligibility requirements?

The individual or business must contact the agency or developer that they are seeking employment or contracting opportunities from (i.e., the PHA, city, or local government). They should identify themselves as a Section 3 resident or business and provide whatever documentation that the recipient agency requires under their certification procedures.

42. Who is responsible for certifying that residents and businesses meet the regulatory definitions under Section 3?

The regulation allows recipient agencies to use their discretion for developing specific procedures to meet the requirements of Section 3. This includes establishing their own standards/processes for verifying eligibility of Section 3 residents and businesses (or not). Each recipient is also free to accept or reject the standards/process used by other recipients or pay for the services of a third party vendor to determine eligibility. While HUD does not endorse the services of private, third party vendors, recipient agencies may employ such services at their discretion.

43. What are examples of acceptable evidence to determine eligibility as a Section 3 resident?

HUD does not prescribe that any specific forms of evidence to establish Section 3 eligibility. Sample certification documents can be found on the Section 3 website. Acceptable documentation includes, but is not limited to the following:

- Proof of residency in a public housing development;
- Evidence of participation in a HUD Youth build program operated in the metropolitan area (or non-metropolitan county) where the Section 3 covered assistance is spent;
- Evidence that the individual resides in the Section 3 area and is a low or very low-income person, as determined by local HUD income limits;

44. What are examples of acceptable evidence for determining eligibility as a Section 3 business?

HUD does not prescribe that any specific forms of evidence be required to establish Section 3 eligibility. Sample certification documents can be found on the Section 3 website. The business seeking the preference must be able to demonstrate that they meet one of the following criteria:

- 51 percent or more owned by Section 3 residents; or
- Has permanent, full time employees at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- Has a commitment to sub-contract in excess of 25 percent of the total dollar award of all sub-contracts to be awarded to such businesses described above.

45. Are all public and Indian housing residents considered Section 3 residents regardless of their income?

Yes. Public and Indian housing residents need only show proof of residency in public housing within the metropolitan area (or non-metropolitan county). Other residents of the Section 3 area may need

to show proof of residency in the metropolitan area (or non-metropolitan county) and meet the HUD income requirements.

46. Can recipient agencies allow residents or businesses to —self-certify‖ that they meet the Section 3 eligibility requirements?

As previously mentioned, the regulation allows recipient agencies to use their own discretion to develop specific procedures for meeting the requirements of Section 3. Many recipient agencies choose to allow prospective Section 3 residents or businesses to self-certify their eligibility. The Department recommends that any self- certification should include a statement of penalty for falsifying information.

47. Are Section 3 business concerns only certified to receive preference in the community in which they are located?

No. While certification is locality specific, recipient agencies can count a Section3 business that is located outside of its immediate jurisdiction towards their efforts to meet the minimum numerical goals. However, recipient agencies should not provide preference to a Section 3 that is not located in their jurisdiction if a local Section 3 business has also submitted a qualified bid for a contract and can complete the work to be done. Refer to the order of priority preference for Section 3 contract opportunities at 24 CFR Part 135.36.

48. Does preference to a Section 3 business mean that the business should be selected if it meets the technical requirements of the bid, regardless of bid price?

No. As provided in 24 CFR 85.36(b) (8), contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract. In order to meet the requirements of Section 3 and Federal Procurement laws, recipient agencies must develop procedures that are consistent with all applicable regulations.

49. Can contracting with MBE/WBE businesses count towards Section 3 contracting goals?

Section 3 is race and gender neutral. Only MBEs/WBEs that meet the eligibility criteria set forth in the regulation can they be counted towards the minimum goals for Section 3 contracting opportunities.

50. Does a business have to be incorporated to be considered a Section 3 eligible business?

A Section 3 business concern can be any type of business, such as a sole proprietorship, partnership or a corporation, properly licensed and meeting all legal requirements to perform the contract under consideration.

ECONOMIC OPPORTUNITIES/NUMERICALGOALS

51. How can residents and businesses locate recipient agencies that are required to comply with Section 3 in their area?

To find local recipients agencies, Section 3 residents or businesses should contact their local HUD office. To find your closest office, visit: www.hud.gov/localoffices

52. How can I find Section 3 businesses in my area?
Contact local recipient agencies to find Section 3 business concerns in your area.

53. What types of new employment opportunities are covered by Section 3?

For public and Indian housing (PIH) programs, all employment opportunities generated by the expenditure of operating, capital, and modernization assistance, including management and administrative jobs, technical, professional, construction and maintenance jobs, at all levels.

For housing and community development programs, all employment opportunities arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards); housing construction; or other public construction, including management and administrative jobs, technical, professional, building trades and non-construction jobs, at all levels.

54. Are recipient agencies required to meet the Section 3 goals, or are they optional?

The Section 3 numerical goals are minimum targets that must be reached in order for the Department to consider a recipient in compliance. Recipient agencies are required to make best efforts to the greatest extent feasible, to achieve the annual numerical goals for employment and contracting. If an agency fails to fully meet the Section 3 numerical goals, they must adequately document the efforts taken to meet the numerical goals (see Question #2 for a discussion of —to the greatest extent feasible‖).

55. What are the Section 3 minimum numerical goals?

The minimum numerical goal for employment is thirty (30) percent of the aggregate number of new hires shall be Section 3 residents, annually- i.e., 3 out of 10 new employees needed to complete a Section 3 covered project/activity shall be Section 3 residents.

The minimum goals for contracting are:

- Ten (10) percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and

- Three (3) percent of the total dollar amount of all non-construction Section 3 covered contracts shall be awarded to Section 3 businesses

56. What is considered a Section 3 covered —non-construction‖ project?

Section 3 covered non-construction projects include maintenance contracts, including lawn care, re-painting, routine maintenance, HVAC servicing, and professional service contracts associated with construction (ex.: architectural, engineering, legal services, accounting, marketing, etc.).

57. What is considered "other" public construction?

Other public construction includes infrastructure work, such as extending water and sewage lines, sidewalk repairs, site preparation, installing conduits for utility services, etc.

58. Are the numerical goals the same as set-asides and quotas?

No. A set-aside guarantees that a specific portion of funds will be provided to a protected class. Section 3 goals are minimum numerical targets that a recipient of HUD Section 3 covered financial assistance must try to reach to attain compliance with Section 3.

59. What is the meaning of the —safe harbor‖ determination?

When a recipient agency or contractor meets the numerical goals, the recipient or contractor is considered to be in compliance with Section 3, absent evidence to the contrary (i.e., evidence or findings obtained from a Section 3 compliance review).

60. What should recipient agencies or contractors do if they fail to meet the minimum numerical goals set forth in the regulation?

Recipient agencies and their contractors must adequately document all efforts taken to comply with the requirements of Section 3, and explain why despite their efforts
—to the greatest extent feasible‖; the minimum numerical goals were not met.

The Department will take each agency‘s explanation into consideration when making compliance determinations.

RECORDKEEPING AND REPORTING

61. What are the recordkeeping requirements of Section 3 recipient agencies?

Documentation of actions taken to comply with the employment, training and contracting requirements of Section 3, the results of actions taken and impediments encountered. Recipient agencies should maintain records of job vacancies, solicitation for bids or proposals, selection materials, and contract documents (including scope of work and contract amount), in accordance with Federal or State procurement laws and regulations. The documentation should demonstrate efforts taken towards the achievement of the Section 3 numerical goals.

62. Who is required to submit Section 3 reports?

Each direct recipient of Section 3 covered HUD financial assistance shall submit an annual report for the purpose of determining the effectiveness of Section 3. Section 3 summary reports, form HUD 60002, are required even if the recipient agency did not undertake any activities that triggered the requirements. Subrecipients, developers, and contractors should not submit Section 3 annual reports directly to the Department.

63. Where should Section 3 summary reports (Form HUD 60002) be submitted?

The Department has developed an online reporting system to allow grantees to submit Section 3 reports (form HUD 60002) directly to FHEO. Reports should be submitted online at: www.hud.gov/section3 from the Section 3 website.

64. After an agency submits its Section 3 report online, should a hard copy of the form also be submitted to HUD by fax, email, or mail?

No. Since the Department has an online reporting system, it s not necessary for agencies to submit hard copies (or paper copies) of reports to FHEO. The Department is making an effort to go —paperless‖ and wants to reduce paper submissions of Section 3 reports.

However, it is recommended that grantees retain a copy of their completed Section 3 reports on file and optionally submit them as an attachment to their annual performance report if applicable (CAPERS report for CDBG, HOME and ESG Programs).

65. Are contractors or developers required to submit Section 3 reports directly to HUD?

No. Contractors and/or developers should not submit Section 3 reports to HUD. Only direct recipients (agencies) are required to submit Section 3 reports to HUD. Contractors should maintain adequate documentation to demonstrate compliance

with Section 3 and forward information to the direct recipient (i.e., the agency that awarded them a covered contract) as directed or upon request.

66. Should recipient agencies establish a reporting system for their contractors and subcontractors?

Yes, reports complied by contractors and subcontractors will assist the recipient agency in gathering the necessary data for submission to HUD.

67. When are Section 3 annual reports (Form HUD 60002) due?

Depending on the source of funding, annual reports should be submitted at one of three times:
1) At the time the recipient submits an annual performance report;
2) By January 10 of each year if no program annual performance report is required; or
3) Within ten (10) days of project completion, whichever is earlier.

- PHAs should submit form HUD60002 by January 10th.
- Grantees Awarded funding for Section 202/811 should submit form HUD 60002 by January 10th.
- Grantees Awarded funding for CDBG, HOME and/or ESG should submit form HUD 60002 at the same time they submit the CAPER report.
- Grantees Awarded funding for lead abatement activities should submit form HUD 60002 with their annual reports no later than September 30th.

68. Where can I find instructions for completing form HUD 60002?

Instructions for completing form HUD 60002 can be found on the Section 3 website at www.hud.gov/section3. Additional technical assistance for completing form HUD 60002 can be obtained by submitting an email request to: section3@hud.gov.

69. How can a recipient agency request a copy, make corrections, or delete its own Section 3 annual report?

The recipient agency should submit an email request to section3@hud.gov. Requests should contain the agency‘s name along with the year, grant number, and dollar amount of the report in question.

70. How can I obtain copies of 60002 reports for another local recipient agency?

Copies of 60002 reports for local recipient agencies for which you are not affiliated with can be obtained by completing and submitting a Freedom of Information Act (FOIA) request at: http://www.hud.gov/offices/ogc/foia/foiarequests.cfm.

71. Are agencies required to submit Form HUD 2516 to demonstrate compliance with Section 3?

No. Agencies are not required to submit Form HUD 2516 to demonstrate compliance with Section 3.

In addition, while Form HUD 2516 does capture some Section 3 data, it is not sufficient to demonstrate overall compliance to the Department. The only form that should be submitted for Section 3 reporting requirements is form HUD 60002.

SECTION 3 COMPLAINTS

72. Who can file a complaint that alleges non-compliance with the requirements of Section 3?

Any Section 3 resident or Section 3 business (or authorized representative) seeking employment, training, or contracting opportunities generated by Section 3 covered assistance may file a complaint using form HUD 958.

73. Where should Section 3 complaints be submitted?

Effective November 2007, Section 3 complaints must be filed at the appropriate FHEO Regional Office where the violation occurred. Please visit www.hud.gov/offices/fheo to obtain the address and telephone number for FHEO regional offices.

74. Where can I find form HUD 958?

Copies of the Section 3 complaint form (HUD 958), filing instructions and mailing addresses may be obtained at: www.hud.gov/section3.

75. Is there a time limit for filing a Section 3 complaint?

Yes. Section 3 complaints must be filed no later than 180 days from the date of the action or omission upon which the complaint is based.

76. What happens during an investigation?

Once a timely complaint has been filed with the appropriate Regional Office, the Department will determine if the compliant has jurisdiction or is covered by Section 3 regulations. An investigator will be assigned the case and will notify the respondent about the complaint. The respondent has the option of resolving the complaint or

contesting it. If the respondent contests or denies the allegations of noncompliance contained in the complaint, the investigator will proceed to gather facts or evidence from both parties. Thereafter, the investigator will prepare a letter of findings and either make a determination of noncompliance or dismiss the complaint.

77. What happens if HUD determines a recipient is in noncompliance?

Pursuant to 24 CFR 135.76, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the Section 3 covered assistance is provided.

78. Can complainants appeal the initial decision made in a Section 3 complaint? A complainant can submit a written appeal to the Assistant Secretary for Fair

Housing and Equal Opportunity in Washington, DC within 15 days after the Regional Office makes its determination. Requests should be sent to:

U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity
451 Seventh Street, SW Room 5100
Washington, DC 20410

79. Where else can I file complaints alleging denied employment and contracting opportunities?

If you are denied employment and/or contracting opportunities, you may have standing to bring a complaint at HUD under Title VI of the Civil Rights Act and/or Section 109 of the Housing and Community Development Act of 1974.

You may also be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about your rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: http://www.dol.gov/ofccp/

SECTION B:

DOCUMENTS NEEDED AT BID OPENING

***The documents provided in this section are required IN ADDITION to all contract requirements. Exceptions will be dealt with on a case-by-case basis.*

PROPOSAL

THE UNDERSIGNED hereby proposes to furnish the labor and material for:

Project:

27th Street & Anderson Avenue Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

in the City of Joplin, Missouri, according to the Drawings, Contract Documents and general specifications for such work on file in the office of the City Engineer and Director of Public Works, together with the terms and conditions to be stipulated in the general contract forms, now adopted by the City of Joplin, as advertised to be let on **April 7, 2020** at the following prices to-wit:

27th Street & Anderson Avenue Street Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

ITEM #	ITEM DESCRIPTION	UNIT	QTY.	Unit Price Dollars Cents	Extended Total Dollars Cents
1	Common Excavation	CY	1564		
2	Compacted Fill	CY	159		
3	Removal of Unsuitable Material	CY	100		
4	Replacement of Unsuitable Material	CY	100		
5	Transportation and Disposal of Contaminated Material	CY	1405		
6	Curb & Gutter (Base Rock Included)	LF	1456		
7	4” x 5’ Sidewalk (Base Rock Included)	SY	367		
8	4’ Average Height Sidewalk Wall	SY	125		
9	4’ Tall Chain Link Fence	LF	140		

10	Type “D” ADA Ramps (Includes Truncated Domes & 2” Stone Base)	SY	58		
11	Commercial Driveway Construction	SY	49		
12	5’ Wide Gutter Crossings	SY	57		
13	4’ Concrete Trickle Channel	LF	215		
14	8” Stone Base (Road)	SY	2004		
15	2” Asphalt Surfacing (Road)	SY	2004		
16	4” Black Base (Road)	SY	2004		
17	Mobilization	LS	1		
18	Traffic Control	LS	1		
19	Removal of Existing Improvements	LS	1		
20	Mulch Sock or Fabric Silt Fence	LF	2500		
21	Seeding, Mulch, and Fertilize	AC	.40		
22	18” RCP (Includes Trenching, Bedding, and Cover)	LF	76		
23	24” RCP (Includes Trenching, Bedding, and Cover)	LF	336		
24	4’ X 8’ Outside Dimensions Type D Curb Inlets	EA	4		
25	9’ x 9’ x 9’ Outside Dimensions Junction Box (Includes Trenching, and Bedding)	EA	1		
26	Connection to New Junction Box	EA	1		
27	Sanitary Sewer Manhole Adjustment	EA	2		
28	8” PVC Sanitary Sewer Line (Includes Trenching, Bedding, and Cover)	LF	164		
29	Lamphole Sanitary Sewer	EA	1		
30	Rock Ditch Liner	CY	25		

31					
32					
33					
34					
35					
36					
				TOTAL BID	

The undersigned agrees to enter into a contract within ten (10) days from notice of award should this proposal be accepted, and enter into bonds with good and sufficient securities, to complete the work on or before a date to be specified in the Notice to Proceed, and to fully complete the work by **June 26, 2020**. A penalty of $2,000 per calendar days thereafter shall be instituted; the amount shall be deducted from the contract price. In order to pay all labor employed and material used in connection with this work and to adjust all claims or liens that may arise in consequence of said work, to the satisfaction of the Director of Public Works, above said bonds shall also indemnify and save harmless the said City from all damages or injuries to any person or persons, either in the employ of the contractor, his agents, servants or employees. In the event of the failure of the undersigned to enter into such contract within ten (10) days of the award, then the deposit or certified check of five percent (5%) of the Total Contract Bid Amount as surety is therefore forfeited to the City of Joplin.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from the any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major material SUPPLIERS AND SUBCONTRACTORS when requested to do so by the OWNER.

Dated _____day of _____, 20___.

Company _____

Address _____

Signature _____

(Print Name) _____

BID BOND PLACEHOLDER

CDBG BIDDER QUALIFICATIONS & CERTIFICATIONS

Firm Name: _____

(Company Name)

_____

(Address) (City, State, Zip)

_____

(Phone Number) (Fax Number) (E-mail)

Date: _____

Construction Capabilities:

□ General Contracting □ Electrical □ Plumbing
□ HVAC □ Demolition □ Earthmoving
□ Asbestos Abatement □ Other: _____

For Corporations Only:

Federal ID Number: _____

Name of State(s) in which incorporated: _____

Date(s) of incorporation: _____

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number: _____ Date: _____

_____ _____

(President's Name) (Vice-President's Name)

_____ _____

(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: □ General □ Limited □ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. _____

(Name) (Address) (City, State, Zip Code)

2. _____

(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: _____ or SSN: _____

Percent of work done by Contractor: _____ Number of Permanent Employees: _____

Number of years in business: _____

Geographical limits of operation: _____

If you have done business under a different name, please give name and location: _____

_____

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

_____

_____

Date: Dated this _____ day of _____, 20____.

Signatures:

□ Individual □ Partnership □ Joint Venture □ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ or Social Security Number: _____

DUNS Number: _____

Incorporated under the laws of the State of: _____

(If a corporation is organized in a state other than Missouri, attach Certificate of Authority to do business in the State of Missouri.)

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

(Typed or Printed Name of Signor)

(Seal)

(Partner/Joint Venture Signature)

(Typed or Printed Name of Signor)

Contractor Past Performance Questionnaire

_____

Legal Name of the Corporation, Firm or Individual Contractor

P.O Box_____City & State_____Zip Code_____

Street Address _____

(If different from P.O. Box:) City & State _____Zip Code_____

Telephone No. _____ Fax No. _____

E-Mail Address_____Contact person: _____

This firm or organization has____years experience as a general contractor and/or _____years as a subcontractor in the type of work designated in this RFP.

Has your firm or organization ever failed to complete any work awarded to you?_____Yes_____No
If so, where and why? (Attach additional sheets as needed.) _____

_____

Does your firm or organization currently possess a City of Joplin contractor license? _____ Yes_____No

This organization has completed the following similar projects for the type(s) of work designated in this RFP within the last five years. (Attach additional sheets as needed.)

Contract Amount	Type of Work	Key Staff	When Completed	Location City and State	Project Owner's Name and Address

SECTION 3

TABLE A

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

Type of Contract (Business or Profession)	Total No.	Estimated Total Dollar Amount	Estimated No. of Contracts to Section 3 Businesses	Estimated Dollar Amount to Section 3 Businesses

Company

Project Name

Project Number

Person Completing Form

Date

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				

_____
Company

_____
Project Name

_____
Project Number

_____
Person Completing Form

_____
Date

SUBCONTRACTOR DISCLOSURE FORM

CONTRACTOR:_____

PROJECT:_____

DATE: _____

SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE
Name:		
Contact Name:		
Address:		
Phone Number:		
Fax Number:		
Email:		
Tax ID Number:	DUNS Number:	

Name:		
Contact Name:		
Address:		
Phone Number:		
Fax Number:		
Email:		
Tax ID Number:	DUNS Number:	

Name:		
Contact Name:		
Address:		
Phone Number:		
Fax Number:		
Email:		
Tax ID Number:	DUNS Number:	

Name:		
Contact Name:		
Address:		
Phone Number:		
Fax Number:		
Email:		
Tax ID Number:	DUNS Number:	

Name:		
Contact Name:		
Address:		
Phone Number:		
Fax Number:		
Email:		
Tax ID Number:	DUNS Number:	

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Please complete the minority and women's business enterprise utilization worksheet required per HUD 24 CFR 570.506(g)(6) for all contracts (both prime contractors and subcontractors) that will be receiving $25,000 or more in CDBG funds. Use additional pages as needed.

Project Name/ Number _____

Contractor/ Engineer _____

Address, City, State, and Zip _____

Contact Person _____ Telephone # _____

Amount of Contract _____ Duns # _____

MBE ☐ WBE ☐

1. Subcontractor _____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns # _____ MBE ☐ WBE ☐

2. Subcontractor _____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns # _____ MBE ☐ WBE ☐

3. Subcontractor _____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns #_____ MBE ☐ WBE ☐

4. Subcontractor _____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns #_____ MBE ☐ WBE ☐

5. Subcontractor _____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns #_____ MBE ☐ WBE ☐

6. Subcontractor _____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns #_____ MBE ☐ WBE ☐

Non-Collusion Affidavit

The undersigned affirm that they are duly authorized to execute this contract, that this company, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor_____

Address_____

Phone_____

Proposer (Signature)_____

Proposer (Printed Name)_____

Position with Company_____

Signature of Company Official Authorizing this Proposal_____

Company Official (Printed Name)_____

Official Position_____

SECTION C:

DOCUMENTS NEEDED AT CONTRACT EXECUTION

***The documents provided in this section are required IN ADDITION to all contract requirements. Exceptions will be dealt with on a case-by-case basis.*

AGREEMENT

CITY OF JOPLIN AND {CONTRACTOR NAME}

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

27th Street & Anderson Avenue Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by **June 26, 2020**.

2. **Prevailing Wages**. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri or the Department of Labor as defined in the Davis-Bacon Act.

   a. **Missouri Wage Rate:** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

   b. **Davis Bacon:** The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at

a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

3. **Contract Work Hours and Safety Standards Act**. (40 U.S.C. 3701-3708). Where applicable, in all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Insurance Requirements**. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

   The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

   City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

   Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

   As of January 1, 2020, the minimum coverage for the insurance referred to herein shall be as set out below:

   a. **Workers' Compensation….**Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. **Automobile Liability Insurance** covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred and Sixty Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty Five Thousand Eight Hundred and Forty Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. **Subcontracts**. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with

whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

5. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of XX and 00/100 dollars ($XXXX.XX) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

6. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of this project:

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

e. Has not been in breach of contract with the City of Joplin within the last two years.

6.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

6.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

7. **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

8. **Contractor's Responsibility for Subcontractors**.

   a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.

   b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.

   c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

9. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other

business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. **Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

11. **Changes.** The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

12. **Breach of Contract Terms.** Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

13. **Liquidated Damages**. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $2000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

14. **Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the

Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

15. **City's Right to Proceed**. In the event this contract is terminated pursuant to Paragraph 14, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

16. **Termination for Convenience of City**. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

17. **Guards and Lights**. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

18. **Energy Efficiency.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. **Liability and Indemnity**.

    a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

    b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. **Copyright.** No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

21. **Architectural Barriers.** This Act requires that certain federally funded buildings or facilities be designed, constructed or altered to ensure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated GLO-DR funds after December 11, 1995, that meet the definition of "residential structure" (as defined in 24 CFR 40.2) or the definition of "building" [as defined in 41 CFR 101-19.602(a)] are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards.

22. **Payment for Labor and Materials**. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

23. **Payment**. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

24. **Contract Documents**. The contract documents shall consist of the following:

    a. This Contract
    b. All Change Orders
    c. Bid Plans and Specifications
    d. City of Joplin Standard Specifications (Latest Revised Edition)
    e. Special Conditions
    f. Proposal
    g. Statement of Bidder's Qualifications
    h. Contractor Past Performance Questionnaire
    i. Performance Bond
    j. Payment and Material Bond
    k. Instructions to Bidders
    l. Non-collusion Affidavit
    m. Notice to Proceed
    n. Restriction on Lobbying
    o. Affidavit for Federal Work Authorization Program
    p. Certification Regarding Government-Wide Waiver and Release of Liens
    q. Certificate of Contractor
    r. Subcontractor Disclosure Form
    s. Affidavit of Compliance with Prevailing Wage Law
    t. Certification of Bidder of Equal Employment Opportunity

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of XX and 00/100 dollars ($XXXXX.XX), said amount being subject to any approved addenda or change order.

25. **Subsurface Conditions**: Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

26. **Flood Disaster Protection:** This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree 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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

    In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

    a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

    b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

28. Procurement of Recovered Materials. The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29. Lead Based Paint Poisoning Prevention Act. Required the Secretary of Health, Education, and Welfare (now Health and Human Services) to prohibit lead-based paint in residential structures constructed or rehabilitated by the Federal government or with Federal assistance. Major components included: defining lead-based paint chips as the primary health hazard of lead-based paint, setting the level of lead in blood warranting concern at 60 µg/dL, requiring abatement standards that were less rigorous compared to today's standards, and Defining lead-based paint as paint containing more than 1 percent lead by weight.

30. Contractor Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

31. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

32. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City.

    a. The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

    b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. **Anti-Kickback Rules.** The Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor shall report all suspected or reported violations to the Federal awarding agency.

34. **Nondiscrimination**. The Contractor agrees in the performance of this contract not to discriminate on the grounds of race, creed, color, national origin or ancestry, sex, religion, handicap, gender identity, sexual orientation, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

    a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

    b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

    c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

35. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

36. Notices. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

37. Statement that Project is Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

38. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the final grant report is submitted by the City to HUD. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

39. Federal Labor Standards Provisions. The contractor shall comply with the Federal Labor Standards Provisions pursuant to the U.S. Department of Housing and Urban Development Form 4010 and the Office of Labor Relations.

40. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor’s noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings (including Section 3 businesses).

i. Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. 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 60-4. Compliance with the goals will be measured against the total work hour performed.

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

a. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development;

b. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

c. The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

42. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

43. Civil Rights Act of 1968. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

44. Section 3 of the Housing and Urban Development Act of 1968.

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the

Engineer's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g. The Contractor shall assist the City of Joplin in obtaining all necessary documentation to support Section 3 goals. The Contractor will complete and submit the Section 3 tables in Attachment A in the Architect's required periodic reporting to the City. Frequently Asked Questions related to Section 3 are also included in Attachment A.

45. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

46. Section 110 of the Housing and Community Development Act of 1974

a. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b. Subsection (a) of this section shall not apply to any individual that:

i. performs services for which the individual volunteered;
ii. does not receive compensation for such services; or
iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
iv. is not otherwise employed at any time in the construction work.

47. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

48. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

49. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

50. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

51. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

52. City of Joplin Conflict of Interest.

a. No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

53. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

54. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

55. Inspection. The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

56. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

57. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

58. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

59. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

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

60. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

61. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

62. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

By: _____

Printed Name:

Title:

Date:

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

By: _____

_____
Peter Edwards, City Attorney

David Hertzberg, P.E.
Public Works Director

Date: _____

APPROVED AS TO CDBG-DR

_____
Troy Bolander, Director of Planning, Development & Neighborhood Services

CONTRACTOR'S BOND NO.
FOR CITY CONTRACT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

{Contractor Name}

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of {total aggregate penal sum in performance bond spelled out} AND {total aggregate penal sum in performance bond $XXX.00} in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

27th Street & Anderson Avenue Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER are the only beneficiaries hereunder.

IN WITNESS, this instrument is executed in __ ( ) counterparts, each one of which shall be deemed an original, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

{CONTRACTOR NAME}

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum {total aggregate penal sum in payment bond spelled out} ({total aggregate penal sum in payment bond $XXX.00}) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

27th Street & Anderson Avenue Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCON- TRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER are the only beneficiaries hereunder.

IN WITNESS, this instrument is executed in __ ( ) counterparts, each one of which shall be deemed an original whereof, this the _____ day of _____, 20___.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day
of _____, 20____. By _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20____. By

_____

_____ By_____
Director of Finance (Title)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

ANTI-LOBBYING CERTIFICATION

Section 319 of Public Law 101-121 prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific contract, grant, cooperative agreement, or loan.

The Federal Register (page 52070, dated December 20, 1989) specifically forbids the Department of Housing and Urban Development (HUD) from awarding contracts, grants, cooperative agreements, or loans unless the recipient has made an acceptable certification regarding lobbying.

This new requirement has since been narrowed to signed certifications for all awards of Federal funds over $100,000. This begins with the State's grant and applies to all grantees, contractors, subcontractors, suppliers, etc. for all contracts, grants, cooperative agreements, or loans over $100,000.

Failure of the grantee to obtain this certification from all awards of $100,000 or more will result in a program finding and suspended disbursement of Federal funds for the applicable activity or contract.

A copy of this certification can be found on the following page.

RESTRICTION ON LOBBYING

(For contracts, grants, cooperative agreements, and loans over $100,000)

The undersigned certifies, to the best of his knowledge and belief, that:

1. 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 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.
2. 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over $100,000, and that all subrecipients shall certify and disclose accordingly.

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 impost by Section 1352, Title 31, U.S.C. 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.

_____

Name of Entity (city, county, contractor, etc.)

_____

Name of Certifying Official (Mayor, Presiding Commissioner, President, etc.)

_____ _____

Signature of Certifying Official Date

STATE OF _____)

)ss

COUNTY OF_____)

AFFIDAVIT
(as required by Section 285.530, Revised Statues of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared_____
_____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the President of _____(hereinafter "Contractor"), whose business address is _____ "and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Joplin.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant sayeth not.

Affiant

Subscribed and sworn to before me this ____ day of _____, 20___.

Commission #

CERTIFICATION BY PROPOSED BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

The certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

BIDDER'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   ☐YES ☐NO

2. Compliance reports were required to be filed in connection with such contract or subcontract.

   ☐YES ☐NO

3. Bidder has filed all compliance reports due under applicable instructions.

   ☐YES ☐NO

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

   ☐YES ☐NO

NAME AND TITLE OF SIGNER (Please type):

SIGNATURE DATE

DEMOGRAPHIC INFORMATION FORM

Please complete the Demographic Information Form required per HUD 24 CFR 570.506(g)(6) for all contracts (both prime contractors and subcontractors) that will be receiving $25,000 or more in CDBG funds. Please use the racial and ethnic codes located in the chart on the next page. Use additional pages as needed.

Project Name/ Number _____

Contractor/ Engineer _____

Address, City, State, and Zip _____

Contact Person _____ Telephone # _____

Duns # _____ Race Code _____ Ethnicity Code _____

1. Subcontractor _____

   Address, City, State, and Zip _____

   Contact Person _____ Telephone # _____

   Duns # _____ Race Code _____ Ethnicity Code _____

2. Subcontractor _____

   Address, City, State, and Zip _____

   Contact Person _____ Telephone # _____

   Duns # _____ Race Code _____ Ethnicity Code _____

3. Subcontractor _____

   Address, City, State, and Zip _____

   Contact Person _____ Telephone # _____

   Duns # _____ Race Code _____ Ethnicity Code _____

4. Subcontractor _____

   Address, City, State, and Zip _____

   Contact Person _____ Telephone # _____

   Duns # _____ Race Code _____ Ethnicity Code _____

5. Subcontractor _____

   Address, City, State, and Zip _____

   Contact Person _____ Telephone # _____

   Duns # _____ Race Code _____ Ethnicity Code _____

6. Subcontractor _____

   Address, City, State, and Zip _____

   Contact Person _____ Telephone # _____

   Duns # _____ Race Code _____ Ethnicity Code _____

7. Subcontractor _____

   Address, City, State, and Zip _____

   Contact Person _____ Telephone # _____

   Duns # _____ Race Code _____ Ethnicity Code _____

8. Subcontractor _____

   Address, City, State, and Zip _____

   Contact Person _____ Telephone # _____

   Duns # _____ Race Code _____ Ethnicity Code _____

Race Code:	Ethnicity Code:
1 = White **2 = Black/African American** **3 = Asian** **4 = American Indian/Alaskan Native** **5 = Native Hawaiian/Other Pacific Islander** **6 = American Indian/Alaskan Native and White** **7 = Asian and White** **8 = Black/African American and White** **9 = American Indian/Alaskan Native and Black/ African American** **10 = Other Multi-Racial**	**1 = Hispanic or Latino** **2 = Not Hispanic or Latino**

SECTION D:

DOCUMENTS NEEDED THROUGHOUT CONSTRUCTION

***The documents provided in this section are required IN ADDITION to all contract requirements. Exceptions will be dealt with on a case-by-case basis.*

TABLE C
CONTRACTOR'S SECTION 3 NEW HIRES REPORT

Job Category	Estimated Total Positions Needed for Project	No. of Positions Occupied by Permanent Employees	No. of Positions Not Occupied	No. of Positions to be Filled with Section 3 Residents
Officer/Supervisors				
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeymen				
Helpers				
Apprentices				
Trainees				
Others				

Company

Project Name

Project Number

Person Completing Form

Date

TABLE D

CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

Project Number	Prime Contractor	Address	Contract Amount	Federal ID No.

Name of Subcontractor	Section 3 Business*	Address and Phone Number	Trade, Service, or Supply	Contract Amount	Award Date	Competitive or Negotiated Bid	Federal Identification No.

*Check if a Section 3 Business Concern

Total Dollar Amount Awarded to Section 3 Businesses $_____

CERTIFICATION REGARDING GOVERNMENT-WIDE
WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, _____
(Name of Manufacturer, Materialman, or Subcontractor)

has furnished to _____ the following:
(Name of Contractor)

_____
(Kind of Material & Services Furnished)

_____ for use in the construction of a project

belonging to the City of Joplin, Missouri .

NOW, THEREFORE, the undersigned, _____
(Name of Manufacturer, Materialman, or Subcontractor)

_____ for and in consideration of $_____

and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens or right to or claim of lien, on the above-described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said:

_____for said Project.
(Name of Contractor)

Given under my (our) hand(s) and seal(s) this ____ day of _____, 20_____.

_____
(Name of Manufacturer, Materialman, or Subcontractor)

By: _____
President, Vice President, Partner, or Owner, or, if signed by other than one of the foregoing, accompanied by Power of Attorney, signed by one of the foregoing in favor of the Signer. (Use designation applicable)

CERTIFICATE OF CONTRACTOR

_____ certifies that he/she is the _____
(Title)

of _____, the Contractor,
(Name of Contractor) (Address)

in a Contract dated _____, 20____, entered into between the Contractor and

City of Joplin, Missouri 602 South Main Street, Joplin, Missouri 64801,
(Name of Owner) (Address)

the Owner for the construction of:

Project:

27th Street & Anderson Avenue Street Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

and that he/she is legally authorized to and does make this certificate on behalf of said Contractor.

The undersigned, further certifies; (1) that all persons who have provided labor for the above-named Project, have been paid in full in accordance with rates for wages applicable to the Project, and (2) that the names of subcontractors and others providing labor for the Project, and the kind or kinds of services so provided are listed on the attached Subcontractor Disclosure Form and are attached hereto; and that a Final Waiver of Lien executed by each and all suppliers, materialmen, subcontractors and others providing materials and/or services has been obtained and delivered to the Owner.

By_____

Date_____

For_____

SECTION E:

PREVAILING WAGES

STATE OF MISSOURI PREVAILING WAGE LAW AND RULES

Prevailing hourly rates of wages shown on the following annual wage order are hereby incorporated in the contract specifications and made a part thereof. Contractor's attention is particularly called to the Performance-Payment Bond form that includes provisions that will guarantee his faithful performance of the prevailing hourly wage requirements of the contract.

The Contractor shall be required to submit a certified copy of all weekly payrolls to the Owner and Engineer showing that the classification of workmen and the hourly wage rates being paid fully comply with the Wage Determination for the project.

The Contractor shall cause to be displayed a complete copy of the Wage Determination for the project as set forth in the Prevailing Wage Law.

Prior to Final Acceptance of the Project, the CONTRACTOR shall obtain and deliver in duplicate to the OWNER, through the ENGINEER, notarized Affidavits of Compliance With the Prevailing Wage Law, in the form attached hereto, from the CONTRACTOR and all subcontractors furnishing services for the Project.

Missouri Department of Labor and Industrial Relations

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

Michael L. Parson, Governor

General Wage Order No. 63

July 1, 2019 thru June 30, 2020

Wage Rates for State Highway Construction

In accordance with Section 290.260 RSMo, within thirty (30) days after a certified copy of this General Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this General 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 General Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Taylor Burks
Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **May 20, 2019**

Last Date Objections May Be Filed: **June 20, 2019**

FOR THE FOLLOWING OCCUPATIONAL TITLES

LABORER
TRUCK DRIVER-TEAMSTER
OPERATING ENGINEER
CARPENTER
TRAFFIC CONTROL SERVICE DRIVER
CEMENT MASON
IRON WORKER
ELECTRICIAN, INSIDE WIREMAN
ELECTRICIAN, OUTSIDE
PAINTER
*WELDER

*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.

INDEX TO OCCUPATIONAL TITLES AND COUNTIES

	LABORER	TRUCK DRIVER-TEAMSTER	OPERATING ENGINEER	CARPENTER	TRAFFIC CONTROL SERVICE DRIVER
COUNTY	Area - Page	Area - Page	Area - Page	Area - Page	Area - Page
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Andrew	W1 - 28	W2 - 30	3 - 32	4 - 34	1 - 36
Atchison	W1 - 28	W3 - 30	3 - 32	4 - 34	1 - 36
Audrain	E-3 - 28	E2 - 30	2 - 32	6 - 34	5 - 36
Barry	W-2 - 28	W3 - 30	4 - 32	4A - 34	2 - 36
Barton	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
Bates	W-2 - 28	W1B - 30	3 - 32	4 - 34	1 - 36
Benton	W-2 - 28	KC - 30	3 - 32	6A - 34	1 - 36
Bollinger	E-3 - 28	E2 - 30	2 - 32	8 - 34	6 - 36
Boone	E-3 - 28	E2 - 30	2 - 32	6 - 34	6 - 36
Buchanan	W1 - 28	W1 - 30	3 - 32	3 - 34	1 - 36
Butler	E-3 - 28	E3 - 30	2 - 32	8 - 34	6 - 36
Caldwell	W1 - 28	W2 - 30	3 - 32	4 - 34	1 -36
Callaway	E-3 - 28	E2 - 30	2 - 32	6 - 34	7 - 36
Camden	W-2 - 28	W2 - 30	4 - 32	4A - 34	6 - 36
Cape Girardeau	E-3 - 28	1 - 30	2 - 32	8 - 34	6 - 36
Carroll	STL - 28	W2 - 30	3 - 32	4 - 34	6 - 36
Carter	E-3 - 28	E2 - 30	1 - 32	8A - 34	6 - 36
Cass	KC - 28	KC - 30	KC - 32	KC - 34	1 - 36
Cedar	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
Chariton	E-3 - 28	W2 - 30	3 - 32	6 - 34	5 - 36
Christian	W-2 - 28	KC - 30	4 - 32	4A - 34	2 - 36
Clark	E-3 - 28	E3 - 30	2 - 32	7 - 34	5A - 36
Clay	KC - 28	KC - 30	KC - 32	KC - 34	6 - 36
Clinton	W1 - 28	W2 - 30	KC - 32	3 - 34	1 - 36
Cole	E-3 - 28	E2 - 30	2 - 32	6 - 34	6 - 36
Cooper	E-3 - 28	W2 - 30	3 - 32	6 - 34	5 - 36
Crawford	E-3 - 28	KC - 30	2 - 32	5 - 34	6 - 36
Dade	W-2 - 28	W2 - 30	4 - 32	4A - 34	2 - 36
Dallas	W-2 - 28	KC - 30	4 - 32	4A - 34	2 - 36
Daviess	W1 - 28	W2 - 30	3 - 32	4 - 34	1 - 36
DeKalb	W1 - 28	W2 - 30	3 - 32	4 - 34	1 - 36
Dent	E-3 - 28	E2 - 30	2 - 32	9A - 34	6 - 36
Douglas	W-2 - 28	W2 - 30	4 - 32	4A - 34	6 - 36
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WELDERS receive the rate of wages prescribed for the craft performing operation of which welding is incidental.

NOTE I: Work performed on legal holidays not enumerated above shall be at straight time rate.

NOTE II: Make-up days shall not be utilized for days lost due to holidays if not permitted by the applicable Holiday Rate or Overtime Rate, and in the following instances:

Carpenter - Outstate Areas 1 through 8A
Cement Mason - Kansas City Area
Laborer - Kansas City Area
Operating Engineer - Kansas City Area
Operating Engineer - Outstate Areas 3 and 4
Teamster - Kansas City Area

GENERAL WAGE ORDER NO. 63
HOLIDAY RATE SCHEDULE

HOLIDAY RATE NO. 1: Means double (2) time shall be paid for all time worked on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day or days observed in lieu of these holidays.

HOLIDAY RATE NO. 2: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1 ½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1 ½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other Craft employees of the same employer at work on that same job site are receiving double (2) time that Sunday or holiday.

HOLIDAY RATE NO. 3: Means any hours worked on Sundays and recognized holidays shall be paid at the rate of double (2) times the base rate. The recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event any of the above holidays fall on Saturday, then that holiday shall be observed on Friday. In the event any of the above holidays fall on Sunday, then that holiday shall be observed on Monday.

HOLIDAY RATE NO. 4: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

HOLIDAY RATE NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a makeup day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

HOLIDAY RATE NO. 6: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two personal days. The observance of one personal day to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

HOLIDAY RATE NO. 7: Means double (2) time for work performed on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday. No work shall be performed on LABOR DAY except to save life and property.

HOLIDAY RATE NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the double (2) time rate of pay. If any of these holidays fall on Saturday, it will be recognized on the preceding Friday; if any of these holidays fall on a Sunday, it will be recognized on the following Monday. No work shall be performed on Labor Day except in case of emergency.

HOLIDAY RATE NO. 9: Means the following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked. The working people shall receive time and one-half (1½) for all work performed on Sundays and holidays.

HOLIDAY RATE NO. 10: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day, or days observed as such, and Sundays shall be paid at the rate of time and one-half (1½). Double (2) time shall be paid for work on Sundays or recognized holidays when and only if other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. No work shall be performed on Labor Day, except in case of jeopardy of life or property. This rule is applied to protect Labor Day. When one of the above holidays falls on a Saturday, the preceding Friday shall be observed; when the holiday falls on a Sunday, the following Monday shall be observed. Where one of the specified holidays falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

HOLIDAY RATE NO. 11: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workman unless worked. An employer working a four (4) day, ten (10) hour schedule may use Friday as a makeup day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

HOLIDAY RATE NO. 12: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular workdays. If such a holiday occurs on Sunday it shall be observed on the following Monday.

HOLIDAY RATE NO. 13: All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

HOLIDAY RATE NO. 14: There shall be seven (7) recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day. No work on any pretense shall be performed on Christmas Day or Independence Day. Any work performed on the other holidays shall be paid for at two (2) times the regular rate of pay.

HOLIDAY RATE NO. 15: All work performed on New Year's Day, Memorial Day (Decoration Day), Independence Day (Fourth of July), Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Labor Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday will be observed as the holiday.

HOLIDAY RATE NO. 16: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays falls on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

HOLIDAY RATE NO. 17: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. No work shall be performed on Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

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HOLIDAY RATE NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

HOLIDAY RATE NO. 19: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

HOLIDAY RATE NO. 20: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

HOLIDAY RATE NO. 21: Means the following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered as a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

HOLIDAY RATE NO. 22: Means that Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

HOLIDAY RATE NO. 23: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

HOLIDAY RATE NO. 24: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workman unless worked. If workmen are required to work the recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

HOLIDAY RATE NO. 25: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

HOLIDAY RATE NO. 26: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

HOLIDAY RATE NO. 27: Means that work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, shall be paid at the rate of double (2) time the regular rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid the workman unless worked.

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HOLIDAY RATE NO. 28: Means work done on Sundays and holidays shall be paid for at the double (2) time rate. Holidays recognized shall be as follows: New Years Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day (Veterans' Day shall be celebrated the day after Thanksgiving), Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on the following Monday. If a holiday falls on a day other than a Sunday, it shall be celebrated on that date. The contractor may shut down the job the day before or after a holiday.

HOLIDAY RATE NO. 29: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, or days observed as such, shall be paid at the rate of double (2) time. When a holiday falls on a Saturday, Friday shall be observed. When a holiday falls on a Sunday, Monday shall be observed. No work shall be performed on the Fourth of July or Labor Day except to save life or property. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½).

HOLIDAY RATE NO. 30: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday and Sunday –if the holiday falls on Friday or Saturday; or Saturday, Sunday and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

HOLIDAY RATE NO. 31: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as such, shall be paid at the double (2) time rate of pay. The Friday following Thanksgiving will be worked at the Employer's option. If worked, it will be at the regular hourly rate of pay. Saturday holidays will be celebrated on Saturday. Sunday holidays will be celebrated on Monday following the holiday. Work performed on any of these Mondays will be paid at double (2) the rate of pay.

HOLIDAY RATE NO. 32: All work performed on recognized holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except to save life or property. The following holidays shall be observed: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be observed November 11 (or a mutually agreed date of the Friday after Thanksgiving if agreed by other crafts working on project), Thanksgiving Day and Christmas Day. Any holiday which occurs on a Sunday shall be observed the following Monday.

HOLIDAY RATE NO. 33: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at double (2) times the regular hourly wage rate. When the holiday falls on Sunday, the following Monday shall be observed as the holiday. If any holiday occurs during the work week (Monday through Friday), any work performed over thirty-two (32) hours during that week would be considered overtime and would be paid at one and one-half (1½) times the basic rate of pay. This last sentence is not applicable if a project is on a normal hour four (4) day - ten (10) hour work week.

HOLIDAY RATE NO. 34: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

HOLIDAY RATE NO. 35: All work performed on holidays shall be considered overtime and work performed on these days shall be paid at double (2) time prevailing scale. The holidays of understanding are: New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day (the first Monday in September).

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HOLIDAY RATE NO. 36: All work done on New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed.

HOLIDAY RATE NO. 37: All work performed on Sunday and recognized holidays shall be paid at double (2) time. The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

HOLIDAY RATE NO. 38: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. When any of these holidays falls on Sunday, the Monday following shall be observed as such holiday.

HOLIDAY RATE NO. 39: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day shall be paid at the double time rate of pay.

GENERAL WAGE ORDER NO. 63
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 1: Means eight (8) hours of work between the hours of 8:00 A.M. and 4:30 P.M., except for a thirty (30) minute lunch period shall constitute a regular work day. Forty (40) hours, within five (5) such work days- Monday through Friday, inclusive, shall constitute a regular work week. The starting and quitting time for each job shall be subject to variance by mutual agreement and where not agreed otherwise the regular starting time shall be 8:00 a.m. and the quitting time shall be 4:30 p.m. In order to meet job site or owner conditions, the above section may be modified to allow for a workday/workweek of four (4), ten-hour days (4-10's) provided that the following condition is met: The project must be for a minimum of four (4) consecutive days beginning on either a Monday or Tuesday, holidays inclusive. All work performed outside of the regularly scheduled working hours, Monday through Friday, and on Saturday shall be paid at one and one-half (1½) times the hourly rate. On all work performed on Sundays and recognized legal holidays or days that may be celebrated as such, shall be paid at double (2) the hourly rate. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall be paid at eight (8) hours pay at the regular hourly rate plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall be paid at eight (8) hours pay at the regular hourly rate plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 2: Means the regular work day for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m., except as may be modified. The starting time may be either advanced or delayed one hour or two hours at the discretion of the Employer. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours work week. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (1/2) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus $1.50 per hour. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus $2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus $3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates. The additional $1.50 per hour for hours worked outside the normal workday at the request of the Missouri Highway and Transportation Commission does not apply to shift work.

OVERTIME RATE NO. 3: Means the regular work day for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an employer is prohibited from working on a holiday, that employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1 ½) times the regular rate. If workmen are required to work the recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

OVERTIME RATE NO. 4: Means a workday of eight (8) hours, beginning at 8:00 a.m., Monday through Friday shall constitute a forty (40) hour work week. All time over the eight (8) hour day as above defined and all hours worked on Saturday shall be paid at the rate of one and one-half (1 ½) the regular rate of wages. If workmen are required to work the recognized holidays or days observed as such, or on Sunday, they shall received double (2) the regular rate of pay for such work.

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OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 5: Means eight (8) hours shall constitute the regular work day between time that may be advanced or delayed by two (2) hours on either side of 8:00 a.m. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours straight time. The (4) tens (10s) must run for a period of at least four (4) days, Monday through Thursday. All work on Friday on a four (4) tens (10) project will be paid at the rate of time and one-half (1½). All work performed on Saturday shall be paid at time and one-half (1½). All work performed on Sundays and recognized holidays must be paid at double (2) time. All work performed prior to or after the regular eight (8) hour work day, or ten (10) hour work day, as described above shall be paid at time and one-half (1½) the regular rate.

OVERTIME RATE NO. 6: Means a regular work day shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided that the following conditions are met:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall be paid at eight (8) hours pay at the regular hourly rate plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 7: Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a makeup day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays. For all overtime hours worked during the week or on Saturday $16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays $16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining $.80 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

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OVERTIME RATE NO. 8: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time & one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 9: Means eight (8) hours shall constitute a regular day's work Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. If the employer elects to schedule work on a four (4) ten (10) hour day work week, ten (10) hour work days may be worked. These four (4) ten (10) hour day work weeks may be scheduled either Monday to Thursday with Friday as a make-up day or Tuesday to Friday with no make-up day. When a five (5) day eight (8) hour work week is used, all work performed over eight (8) hours per day shall be compensated at one and one-half (1½) times the basic hourly wage. Work performed on Saturday shall be compensated at time and one-half (1½) times the basic hourly wage. Work performed on Sundays and recognized holidays shall be compensated at double (2) times the basic hourly wage. When a four (4) day ten (10) hour work week is used, all work performed over ten (10) hours per day shall be compensated at time and one-time (1½) times the basic hourly wage. Work performed on Saturday shall be compensated at time and one-half (1½) times the basic hourly wage.

OVERTIME RATE NO. 10: Means eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive. The work week shall be forty (40) hours, Monday through Friday. Any work in excess of forty (40) hours in one week shall be paid at the applicable overtime rate. At the Employer's option the work week can consist of five (5) eight (8) hour days or four (4) ten (10) hour days. In case of bad weather, or equipment breakdown, Friday may be used as a make-up day if four tens are being worked. If five eights are being worked, Saturday may be used as a make-up day. If the Employer works five eight hour days all time over eight hours per day will be paid at the overtime rate. If the Employer works four ten hour days, all time over ten hours per day will be paid at the overtime rate. Time and one-half (1½) shall be paid for the first two (2) hours of overtime work on any regular work day and any work performed before regular starting time and after regular quitting time and for the first ten (10) hours on Saturday. All work in excess of ten (10) hours regular work day and ten (10) hours on Saturday and all work performed on Sunday and recognized holidays shall be double (2) time.

OVERTIME RATE NO. 11: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the work week. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (1/2) the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. When the Missouri Highway and Transportation Commission requests that work be done outside the normal working hours the normally applicable pay rate shall be increased by $1.50 per hour. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus $2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus $3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates. The additional $1.50 per hour for hours worked outside the normal workday at the request of the Missouri Highway and Transportation Commission does not apply to shift work.

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OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 12: Means eight (8) hours shall constitute a day's work between the hours of 7:00 a.m. to 5:00 p.m. from Monday to Friday, inclusive. In the event the Contractor is unable to work forty (40) hours in this work week due to inclement weather, Saturday may be used as a Make-Up Day. All Make-Up hours worked on Saturday (up to 40 hours for the week) shall be paid at the straight time rate of pay. The Make-Up Day may not be used to Make-Up holidays. Any work in excess of eight (8) hours per day, or forty (40) hours in one week, Monday through Saturday, shall be paid at the time and one-half (1 ½) rate of regular hourly rate, except as provided elsewhere. All work performed on Sundays and holidays shall be paid at the rate of two (2) times the regular hourly rate. At the Employer's option the work week can consist of five (5) eight (8) hour days or four (4) ten (10) hour days. If the Employer uses the option of working four (4) ten (10) hour days, Friday and Saturday can be used as Make-Up Days due to weather related loss of time. When the Employer works the four (4) ten (10) hour day schedule, the rate of time and one-half (1 ½) the regular hourly rate will be paid on all hours over ten (10) hours per day, and over forty (40) hours per week. All work performed on Sundays and holidays shall be paid at two (2) times the regular hourly rate.

OVERTIME RATE NO. 13. Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid lunch period, with pay at the straight time rate. If the workday starts at 8:00 a.m., the quitting time shall be no later than 4:30 p.m. When separate crews are used, the start time may be adjusted from 6:00 a.m. through 9:00 a.m. The start time may be further adjusted to 9:30 a.m. throughout the year if required by government agency or municipal ordinance. Time and one-half (1½) shall be paid after eight (8) consecutive hours Monday through Saturday. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. If a crew of another trade working for the employer is receiving overtime pay, the Cement Mason crew shall receive overtime pay. The Employer has the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. When an Employer schedules 4-10's, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. If the Employer elects to work 4-10's Monday through Thursday and is stopped due to inclement weather, or other conditions beyond the control of the Employer, the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. Shifts may be established when considered necessary by the employer. Shift hours and rates will be as follows. All shifts shall be eight (8) hours plus one-half (1/2) hour for unpaid lunch. First shift will begin at 8:00 a.m. and end at 4:30 p.m. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and will be paid the straight time rate plus $2.50 per hour premium. The third shift shall start eight hours after the start of the second shift and will be paid the straight time rate plus $3.50 per hour premium. Shifts will be established for a minimum of three consecutive workdays. If only two shifts are worked, the Employer may regulate the start time to take maximum advantage of daylight hours.

OVERTIME RATE NO. 14: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

OVERTIME RATE NO. 15: Means eight (8) hours of work between the hours of eight (8:00) a.m. and four-thirty (4:30) p.m. shall constitute a work day. Forty (40) hours within five (5) days - Monday through Friday, inclusive - shall constitute a work week. The regular starting time in the morning may be moved not more than one hour prior to 8:00 a.m.; however, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate and as required by the employer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 8:00 a.m. to 6:30 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and Holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) days, eight (8) hours per day work week. All overtime work after a regular work day, (8) hours, Monday through Friday shall be paid at time and one-half (1½). All hours worked on Saturday shall be paid at time and one-half. (1½). All other overtime on Sunday and recognized holidays shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

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OVERTIME RATE NO. 16: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

OVERTIME RATE NO. 17: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute a work week. The Employer may at his discretion, vary the starting time by up to one (1) hour, either prior to or after the normal starting time. The Employer may work four (4) ten (10) hour days, either Monday through Thursday or Tuesday through Friday. Overtime will be paid for work outside of the established starting and quitting times. All overtime work between eight (8) hours and ten(10) hours on regular scheduled working days and the first ten (10) hours on Saturday, beginning at the regular starting time, will be paid at time and-half (1½). All other overtime on Saturday, Sunday and recognized holidays shall be paid for at double (2) the straight time rate of pay. If any of the recognized holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday –if the holiday falls on Friday or Saturday; or Saturday, Sunday and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

OVERTIME RATE NO. 18: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours from Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus $2.50 per hour.

OVERTIME RATE NO. 19: Minimum requirement per Fair Labor Standards Act means time & one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

OVERTIME RATE NO. 20: Means work between the hours of 7:00 a.m. and 6:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Weekend begins 12:01 a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

OVERTIME RATE NO. 21: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. or later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a makeup day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1 ½) their regular rate of pay for all hours worked.

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OVERTIME RATE NO. 22: Means that when working a workday for an Eight Hour Schedule, a maximum of eight (8) hours shall constitute a day's work and shall be between the hours of six (6:00) a.m. and five (5:00) p.m. excepting work that has must be performed according to project owner's specifications; all work necessary previous to or after starting of major crew or machinery, to be performed at the regular rate. Notwithstanding the above, all work done over eight (8) consecutive hours in any one day, lunch excepted, shall be paid at the rate of one and one-half (1 ½) times the basic rate of pay. The Contractor may choose the option of working four (4) ten (10) hour days (Ten Hour Schedule), Monday through Saturday, at straight time. Overtime is to be at the rate of one and one-half (1 ½) times the basic hourly rate for all hours worked over ten (10) in a day or over forty (40) in a week. Forty (40) hours Monday through Saturday, shall constitute one (1) working week and shall be so recognized. All work done after forty (40) hours in any one week, when a crew has worked forty (40) hours at the basic rate of pay during the same week, shall be paid at the rate of one & one-half (1½) times the basic rate of pay. Saturday is to be worked as a make-up day at the straight time hourly rate of pay (up to forty (40) hours that week) provided, that Friday is worked as the first make-up day (weather permitting). The contractor may elect a starting time from 6:00 a.m. to 8:00 a.m. which shall be the regular starting time. Any work before the regular starting time or after the regular quitting time shall be at one and one-half (1½) times the regular rate of pay.

OVERTIME RATE NO. 23: Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal workday under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m. with a one (1) hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one & one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workman on the "day shift" shall receive eight (8) hours' pay at the hourly rate for eight (8) hours' work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall received eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours' work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15 % for seven (7) hours' work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

OVERTIME RATE NO. 24: Means eight (8) hours shall constitute a regular workday, between the hours of 6:00 a.m. and 5:30 p.m. except when the employer elects to work four 10-hour days as described below. The starting time of the workday can be adjusted from 6:30 a.m. to 9:00 a.m. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. Time and one-half (1 ½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus $1.50 per hour.

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OVERTIME RATE NO. 25: Means eight (8) hours shall constitute a regular day's work with the work week being Monday through Sunday between the hours of 6:00 a.m. and 6:00 p.m. If an Employer elects to schedule work on a four (4) day ten (10) hour per day work week, ten (10) hour workdays may be worked. Any work performed in excess of forty (40) hours per week or any work performed in excess of ten (10) hours on any workday will be compensated at one and one-half (1½) times the basic hourly wage. Saturday will be compensated at time and one-half (1½). Any work performed on Sundays and recognized holidays shall be compensated at two (2) times the basic hourly wage.

OVERTIME RATE NO. 26: Means eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1 ½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1 ½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

OVERTIME RATE NO. 27: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time & one-half (1½) for all work performed on Sundays and recognized holidays. Double (2) time shall be paid for time worked on Sundays or holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday work. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevents work, in which event, the starting time may be delayed, but not later than 12:00 noon. Where one of the recognized holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours in that week shall be paid at time & one-half (1½).

OVERTIME RATE NO. 28: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time & one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

OVERTIME RATE NO. 29: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work at the same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours Monday through Saturday because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a makeup day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. When the contractor elects to establish other working hours the rate of pay shall be the regular hourly rate plus $0.50 per hour. Where one of the holidays specified falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

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OVERTIME RATE NO. 30: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time & one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: On Highway/Heavy Work or if required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cents ($2.50) per hour premium. Shift Work: Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and the third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent($3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

OVERTIME RATE NO. 31: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

OVERTIME RATE NO. 32: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to Holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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OVERTIME RATE NO. 33: Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m.), Monday through Friday, shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at a rate of double (2x) that employee's hourly rate. For hours worked on Saturday, Sunday and recognized holidays, or days that may be celebrated as such, and as designated by the federal government, double (2) time shall be paid. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. on a second shift shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and percentage fringe benefit rates. When a shift continues past the latest time at which a shift may operate, then the appropriate percentage overtime is paid.

OVERTIME RATE NO. 34: The Employer may choose, at his discretion, to work five eight hour days or four ten hour days with a Friday make-up day, Monday through Friday at straight time. Overtime shall be paid after eight (8) hours when working "five eights" and after ten hours when working "four tens". All work performed on Sundays and recognized holidays shall be paid for at the rate of double (2) time. All Saturday work shall be paid for at the rate of time and one-half (1½) the regular wage rate. All night work during the regular work week other than the above-mentioned days shall be paid for at the rate of time and one-half (1½) the regular wage scale until midnight and double (2) time after midnight except make-up time will be allowed under the following condition: In the event of inclement weather on exterior projects which prevents working the full regular eight (8) hour day, forty (40) hour work week schedule, a Saturday make-up day can be granted. Then said work on Saturday shall be paid at the straight time rate of pay up to a maximum total of forty (40) hours per week.

OVERTIME RATE NO. 35: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sundays and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

OVERTIME RATE NO. 36: Means the Employer may choose, at his discretion, to work five eight-hour days or four ten-hour days with a Friday make-up day. Overtime shall be paid after eight hours when working "five eights" and after ten hours when working "four tens", and Saturdays at time and one-half (1½) the base rates. Any hours worked on Sunday and recognized Holidays shall be paid at 2 times the base rate.

OVERTIME RATE NO. 37: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and Noon (12:00) on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday work will be paid time and one-half (1½) the regular hourly rate of pay. Work performed on Sundays and recognized holidays shall be paid at double (2) time the regular hourly rate of pay. Saturdays can be a make-up day if weather has forced a day off. But only in the week of the day being lost. Any time worked before six (6) hours before Noon (12:00) or after six (6) hours after Noon (12:00) will be paid at the time and one-half (1½) the regular hourly rate of pay.

OVERTIME RATE NO. 38: Means a normal work week shall be Monday through Friday. Normal hours of work shall consist of eight and one-half (8½) consecutive hours per workday between 7:00 a.m. and 5:00 p.m., which includes one-half (1/2) hour for lunch. A 4-10 hour day work week Monday through Thursday or Tuesday through Friday may be worked at the contractor's request. Days must be consecutive. Time and one-half (1½) shall be paid for the first two (2) hours of overtime on any regular work day, Monday through Friday, and any work performed before regular starting time and after regular quitting time. Saturday work shall be paid at one and one-half (1½) times the regular rate of pay for the first ten (10) hours. All other overtime will remain as double (2) time, including Sundays and recognized holidays.

GENERAL WAGE ORDER NO. 63
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 39: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 7:00 A.M. and 9:00 A.M. Time and one-half (1½) shall be paid for work performed on a regular work day before the regular starting time and after the regular quitting time. Double (2) time shall be paid for work performed on Sunday and holidays. At the discretion of the Employer, Saturday can be used for a make-up day. The Employer when working on highway and road work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his or her forty (40) hours.

OVERTIME RATE NO. 40: Eight (8) hours shall constitute a regular days' work between the hours of 8:00 a.m. and 5:00 p.m. with an hours' intermission for lunch; and forty (40) hours shall constitute a regular work week from Monday through Friday. A four (4) ten (10) hour day work schedule may be worked Monday through Thursday (Tuesday through Friday in the event a holiday is celebrated on a Monday) or a Tuesday through Friday (Monday through Thursday in the event a holiday is celebrated). If the parties work the four ten hour week the following shall apply:

(a) Ten (10) consecutive hours shall constitute a day's work between the hours of 7:00 a.m. and 5:30 p.m. One-half (1/2) hour shall be set aside for an unpaid lunch period.

(b) Friday may be used as a make-up day when the scheduled work week was interrupted and time lost of seven (7) hours or more was incurred.

Time and one half (1½) will be paid for all time worked in excess of the regular working day and Saturdays; double (2) time will be paid for all work done on Sundays and legal holidays.

OVERTIME RATE NO. 41: Means eight (8) hours shall constitute a regular workday, between the hours of 6:30 a.m. and 5:30 p.m. except when the Employer elects to work four (4) ten (10) hour days as described below. The starting time of the workday can be adjusted from 6:30 a.m. to 9:00 a.m. The Employer may have the option to schedule his workweek from Monday through Thursday at Ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), or other conditions beyond the control of the Employer, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. Time and one-half (1 ½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Overtime shall be computed at one-half (1/2) intervals. Projects that cannot be performed during regular workday: On Highway/Heavy work, or if required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of one dollar and fifty cents ($1.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the one dollar and fifty cent ($1.50) per hour premium. The overtime rate shall be computed after the $1.50 premium has been added to the hourly wage rate. However, if a contractor employs any other craft on a project being worked outside the normal workday, and is paying the other craft a higher premium, then the Laborers employed by such contractor on such project outside the normal work hours shall be paid the higher premium.

GENERAL WAGE ORDER NO. 63
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 42: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for Sunday work and work performed on recognized holidays. When the Missouri Highway and Transportation Commission requests, on heavy highway work, or conditions require that work be performed outside the regular workday the rate of pay shall be the regular hourly pay plus $1.50 per hour.

OVERTIME RATE NO. 43: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

OVERTIME RATE NO. 44: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7½) hours' work for eight hours pay, exclusive lunch time, and the third or the graveyard shift consist of seven (7) hours' work for eight (8) hours' pay, exclusive of lunch time. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiply shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and six a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three operation that carries over into Saturday morning shall be at the straight time rate. Overtime shall be computed at one-half (1/2) hour intervals.

GENERAL WAGE ORDER NO. 63
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 45: Means the normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m., and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before the designated starting time and after the quitting time shall be paid for at the rate of time and one-half (1½). An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Any work started after 12:00 midnight Sunday, will be classified as time and one-half (1½) up to the legal starting time on Monday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and Holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

OVERTIME RATE NO. 46: Means eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:00 p.m. The standard work week shall be forty (40) hours between 7:00 a.m. on Monday and ending 5:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

OVERTIME RATE NO. 47: Means eight (8) hours shall constitute a normal day's work as follows: 7:00 – 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 – 4:30 p.m. Monday through Friday. The lunch break may be of sixty (60) minutes duration and quitting time delayed accordingly. Employees working before or after these specified hours shall be paid at the rate of time and one-half (1 ½) the regular rate of pay. Sunday and Holiday work shall be double (2) time. Employees failing to work a regular forty (40) hour week due to inclement weather may work on Saturday at the regular rate of pay. During periods of intemperate summer weather, the working day may begin at 6:00 a.m. and straight time shall be paid for eight (8) hours of work.

OVERTIME RATE NO. 48: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

OVERTIME RATE NO. 49: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

OVERTIME RATE NO. 50: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

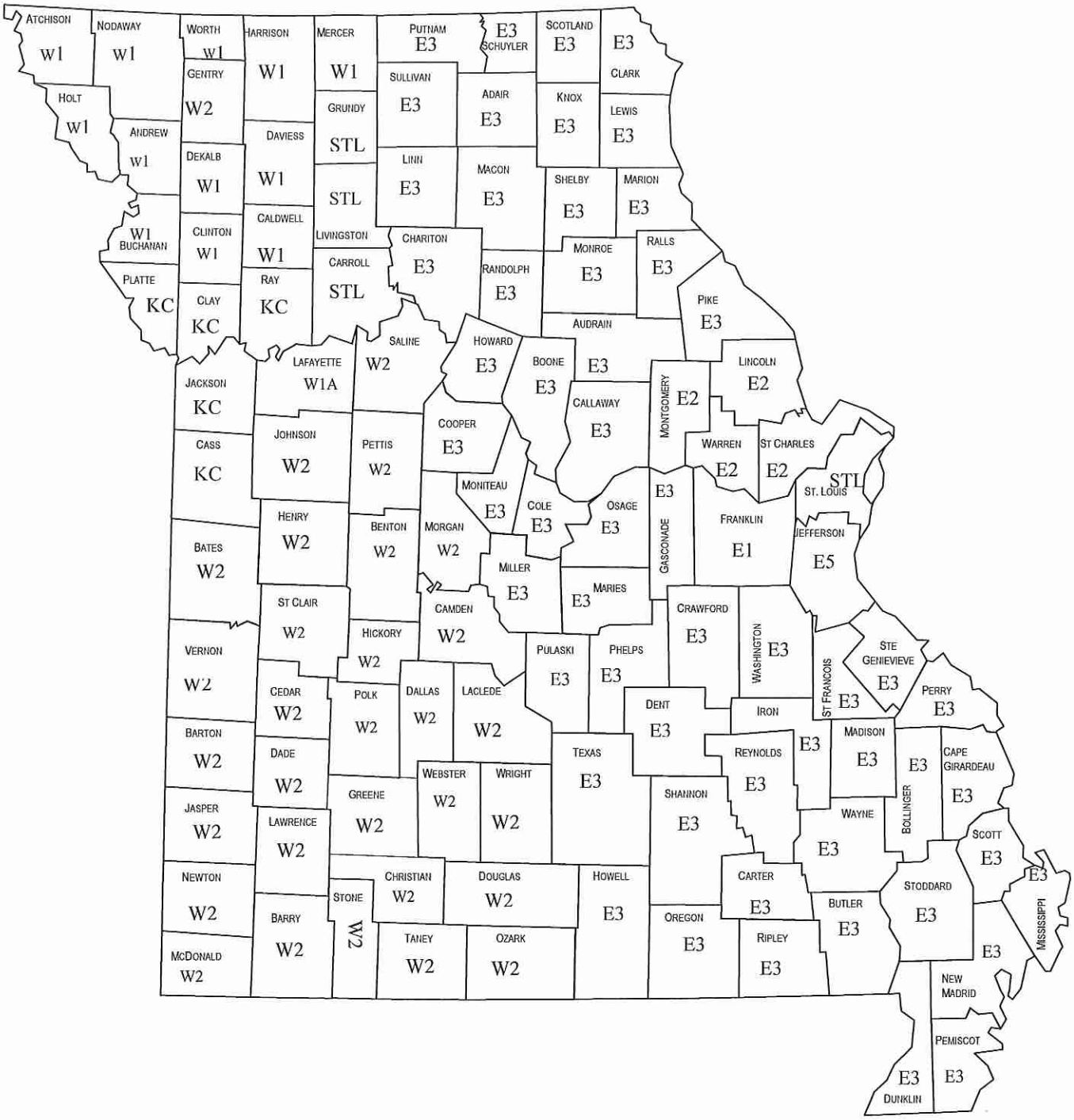
GENERAL WAGE ORDER NO. 63
OVERTIME RATE SCHEDULE

OVERTIME RATE NO. 51: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday $16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays $16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining $.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

OVERTIME RATE NO. 52: Means there is a flexible starting time where there shall be no restrictions on starting or stopping times per day. Except as specified, eight (8) hours a day shall constitute a standard workday and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the eight-hour (8) standard workday, and on Saturday shall be classified as overtime and paid at the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty-hour (40) week. When the four (4) ten-hour day work week schedule is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to extend ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. If an employee absents himself from work during a regularly scheduled work week, consisting of four (4) ten (10) hour days, he shall be required to work Friday and/or Saturday at straight time for the ten (10) hours of such days, as appropriate. When the five-day, eight (8) hour work week is in effect, forty hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, the Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week. If an employee absents himself from work during a regular scheduled work week consisting of five (5) eight (8) hour days, he shall be required to work Friday and/or Saturday at straight time for the first eight (8) hours of such days, as appropriate. The Employer shall have the option of changing the regular workday or work week on any job when conditions as stipulated by the owner or the operating authority require accommodations by the Employer. Starting time may be adjusted to fit circumstances of the Employer.

OVERTIME RATE NO. 53: Means the normal work week shall consist of five (5) eight (8) hour days for a total of forty (40) hours, starting on Monday at 8:00 a.m. and ending on Friday at 4:30 p.m. The starting time can be flexible between 6:00 a.m. and 8:00 a.m., and ending at 2:30 p.m. or 4:30 p.m. respectively. All work before the designated starting time and after the quitting time shall be paid for at the rate of time and one-half (1½). An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Any work started after 12:00 midnight Sunday, will be classified as time and one-half (1½) up to the legal starting time on Monday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and Holidays shall be considered overtime and work done on these days shall be paid at double (2) time the prevailing scale.

LABORER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

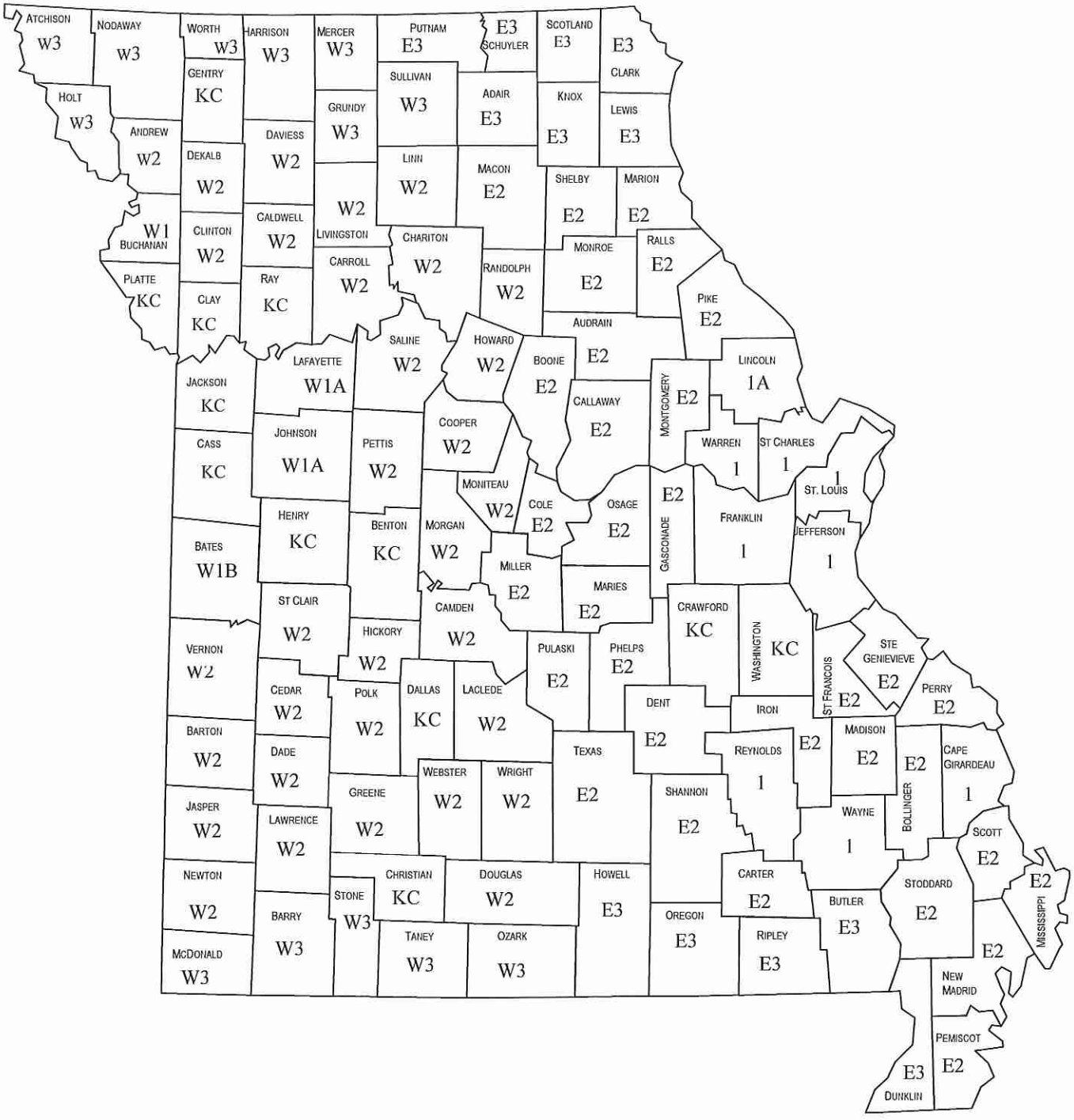
LABORER

For the entire Counties of the following Areas:

ST. LOUIS AREA	KANSAS CITY AREA
General Laborer ---------- $32.32	General Laborer ---------- $30.73
Skilled Laborer ---------- $32.32	Skilled Laborer ---------- $31.94
Total Fringes ---------- $15.32	Total Fringes ---------- $15.98
OVERTIME RATE NO. 30	OVERTIME RATE NO. 27
HOLIDAY RATE NO. 12	HOLIDAY RATE NO. 10

	AREA W-1	AREA W-1A	AREA W-2	AREA E-1	AREA E-2	AREA E-3	AREA E-5
General Laborer -	$26.66	$27.21	$25.66	$31.11	$32.58	$29.26	$31.16
Skilled Laborer -	$27.01	$27.56	$26.21	$31.71	$32.58	$29.26	$31.76
Total Fringes	$14.97	$14.42	$14.17	$13.82	$13.97	$13.82	$13.82
OVERTIME RATE NO.	28	28	28	44	41	44	44
HOLIDAY RATE NO.	9	9	9	18	16	18	18

TRUCK DRIVER-TEAMSTER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

TRUCK DRIVER-TEAMSTER

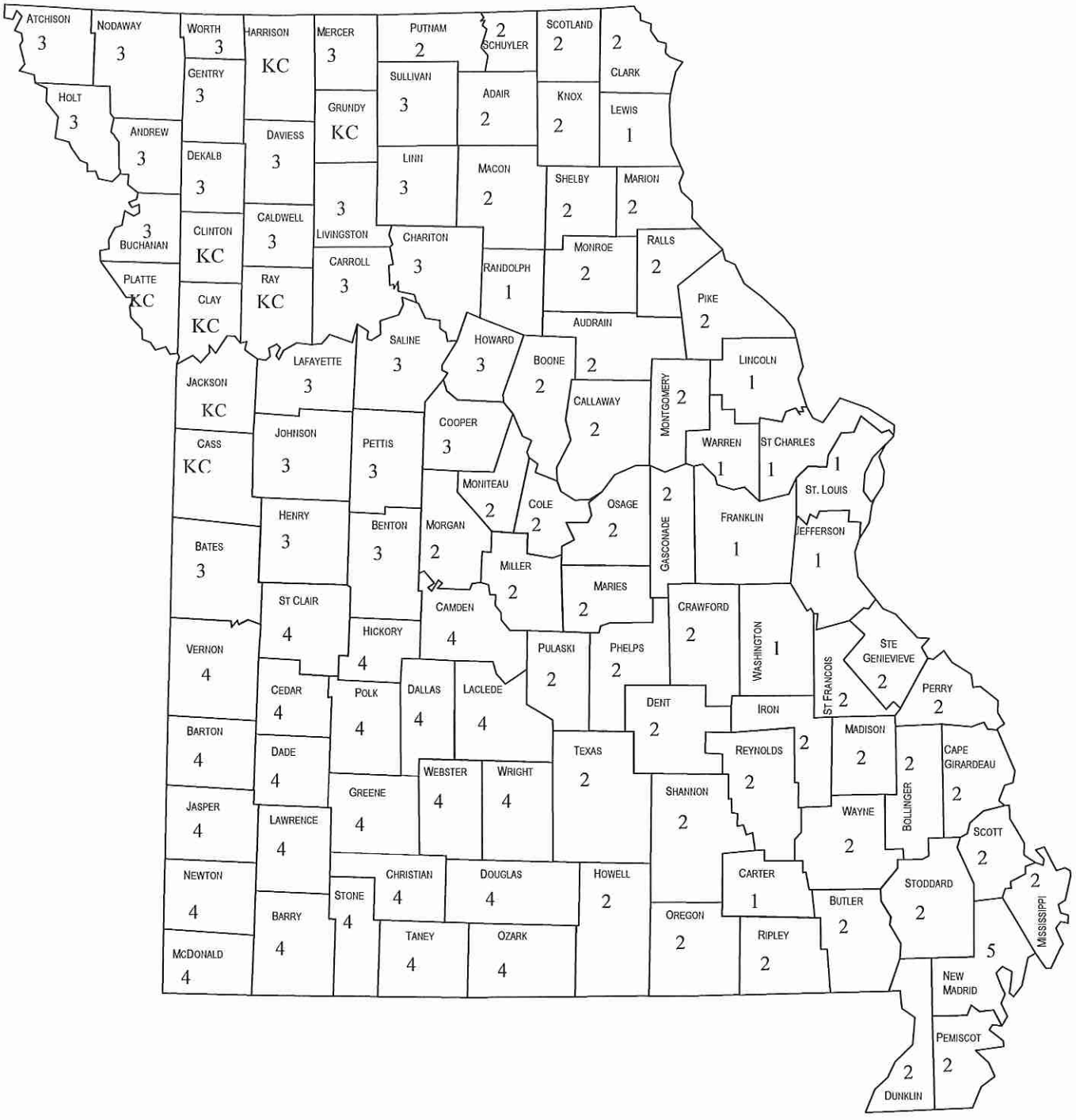
For the entire Counties of the following Areas:

ST. LOUIS (STL) AREA		KANSAS CITY (KC) AREA	
Truck Driver - Teamster---------- $30.41		Area-KC-1	
		Group I ---------- $32.44	
		Group II ---------- $32.44	
		Group III ---------- $32.44	
		Group IV ---------- $32.44	
Total Fringes ----------$10.82		Total Fringes ----- $15.75	
OVERTIME RATE	NO. 14	OVERTIME RATE	NO. 27
HOLIDAY RATE	NO. 5	HOLIDAY RATE	NO. 10

	AREA W1	AREA W1A	AREA W1B	AREA W2	AREA W3
Group I	$31.38	$30.78	$30.17	$30.17	$29.44
Group II	$31.49	$30.89	$30.33	$30.33	$29.60
Group III	$31.53	$30.93	$30.32	$30.32	$29.59
Group IV	$31.60	$31.00	$30.44	$30.44	$29.71
Total Fringes	$13.25	$12.85	$13.25	$13.25	$13.25
OVERTIME RATE	NO. 31	NO. 31	NO. 31	NO. 31	NO. 31
HOLIDAY RATE	NO. 11	NO. 11	NO. 11	NO. 11	NO. 11

	AREA E2	AREA E3	AREA 1	AREA 1A
Group I	$30.47	$29.74	$32.83	$31.48
Group II	$30.03	$29.00	$32.94	$31.59
Group III	$30.62	$29.89	$32.98	$32.63
Group IV	$30.74	$30.01	$33.05	$31.70
Total Fringes	$13.25	$13.25	$13.25	$13.25
OVERTIME RATE	NO. 14	NO. 14	NO. 14	NO. 14
HOLIDAY RATE	NO. 5	NO. 5	NO. 5	NO. 5

OPERATING ENGINEER – AREAS BY COUNTIES

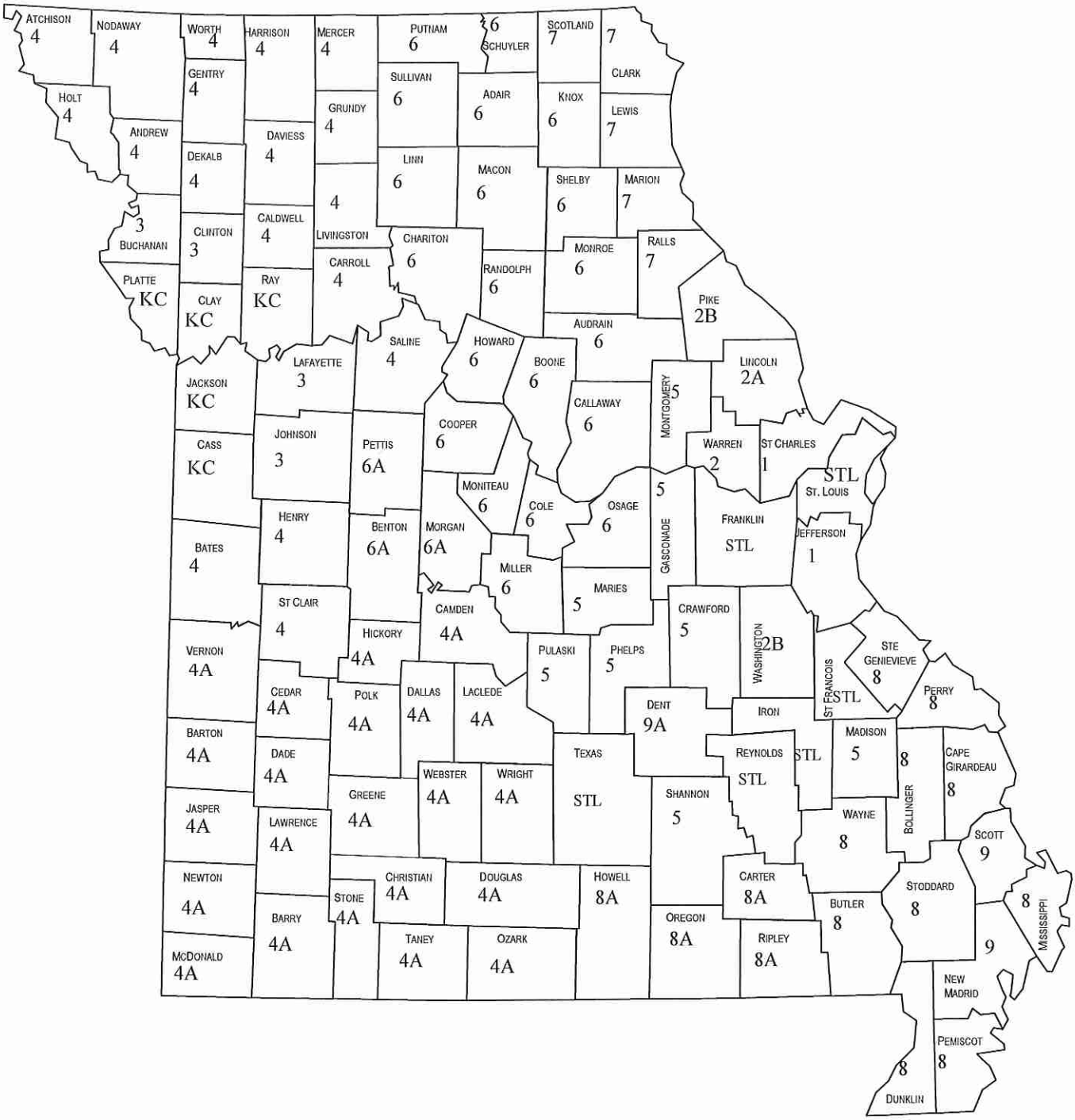


To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
OPERATING ENGINEER
For the entire Counties of the following Areas:

	AREA KC	AREA 1	AREA 2	AREA 3	AREA 4
Group I	$36.62	$32.96	$28.34	$34.28	$31.72
Group II	$35.58	$32.96	$27.99	$33.88	$31.37
Group III	$35.58	$31.66	$27.79	$33.88	$31.17
Group IV	$31.11	$28.20	$24.14	$31.88	$29.12
Oiler-Driver	$34.46	$28.66	$24.14	$31.88	$29.12
Total Fringes	$18.74	$27.43	$27.06	$18.52	$15.90
OVERTIME RATE NO.	27	2	3	29	29
HOLIDAY RATE NO.	10	23	24	2	2

	AREA 5	AREA 5
Group I	$27.94	------
Group II	------	$27.99
Group III	------	$27.79
Group IV	------	$24.14
Oiler-Driver	------	$24.14
Total Fringes	------	$27.06
OVERTIME RATE NO.	19	3
HOLIDAY RATE NO.	----	24

CARPENTER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

CARPENTER

For the entire Counties of the following Areas:

Journeyman
Millwright
Piledriver

AREA	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	$38.85	$17.31	7	25
KC	$38.85	$17.10	5	29

	AREA 1	AREA 1A	AREA 2	AREA 2A	AREA 2B	AREA 3
Hourly Rate	$37.33	$34.93	$33.83	$33.40	$32.35	$30.96
Total Fringes	$17.10	$17.10	$17.10	$17.10	$17.10	$17.10

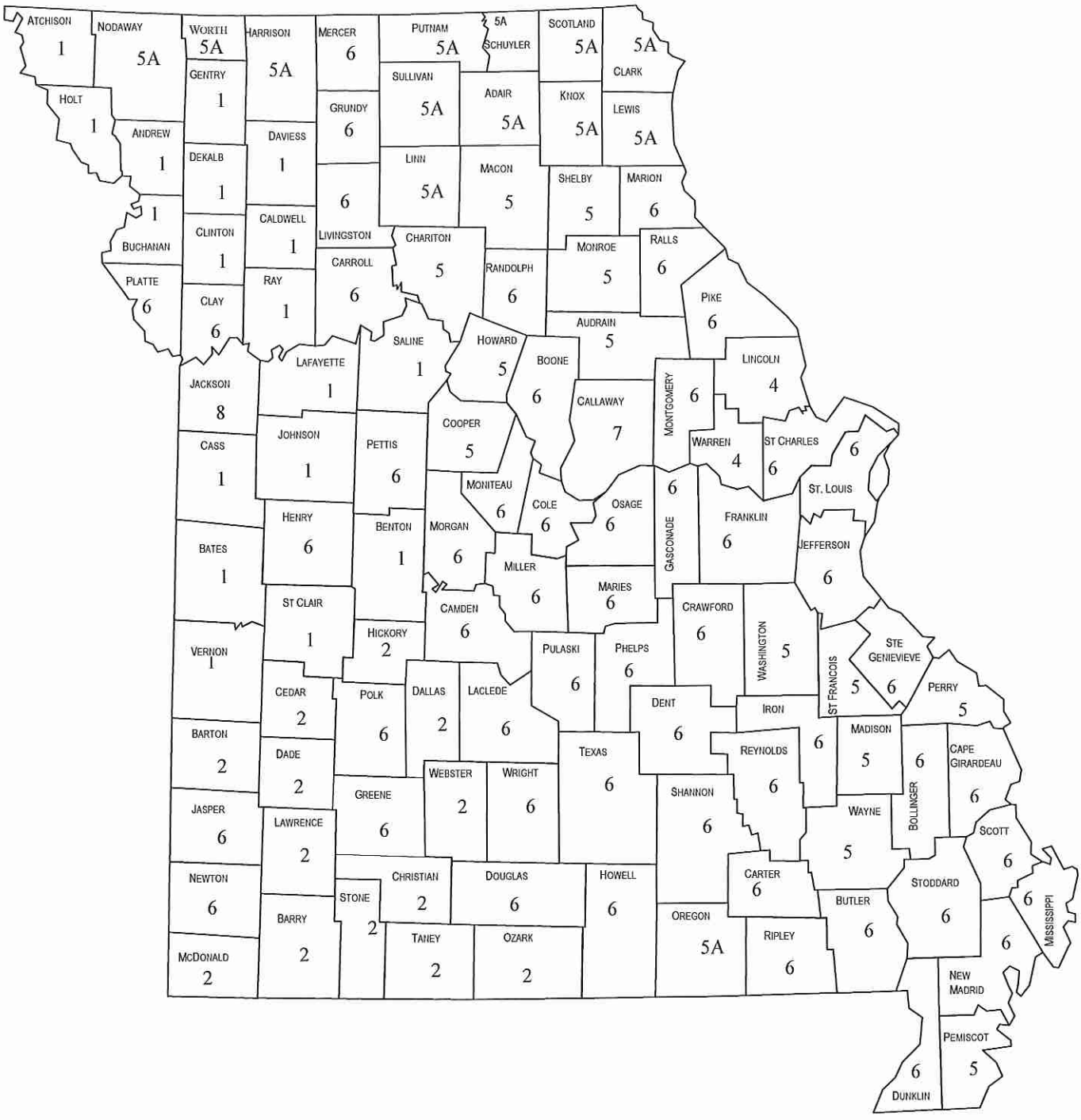
	AREA 4	AREA 4A	AREA 5	AREA 6	AREA 6A	AREA 7
Hourly Rate	$30.24	$29.85	$31.58	$31.73	$30.29	$31.74
Total Fringes	$17.10	$17.10	$17.10	$17.10	$17.10	$17.10

	AREA 8	AREA 8A
Hourly Rate	$31.59	$30.57
Total Fringes	$17.10	$17.10

OVERTIME RATE	51	51	51	51	51	51
HOLIDAY RATE	4	4	4	4	4	4

	AREA 9	AREA 9A
Hourly Rate	$30.88	$30.87
Total Fringes	----	----
OVERTIME RATE	19	19
HOLIDAY RATE	----	----

TRAFFIC CONTROL SERVICE DRIVER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

TRAFFIC CONTROL SERVICE DRIVER

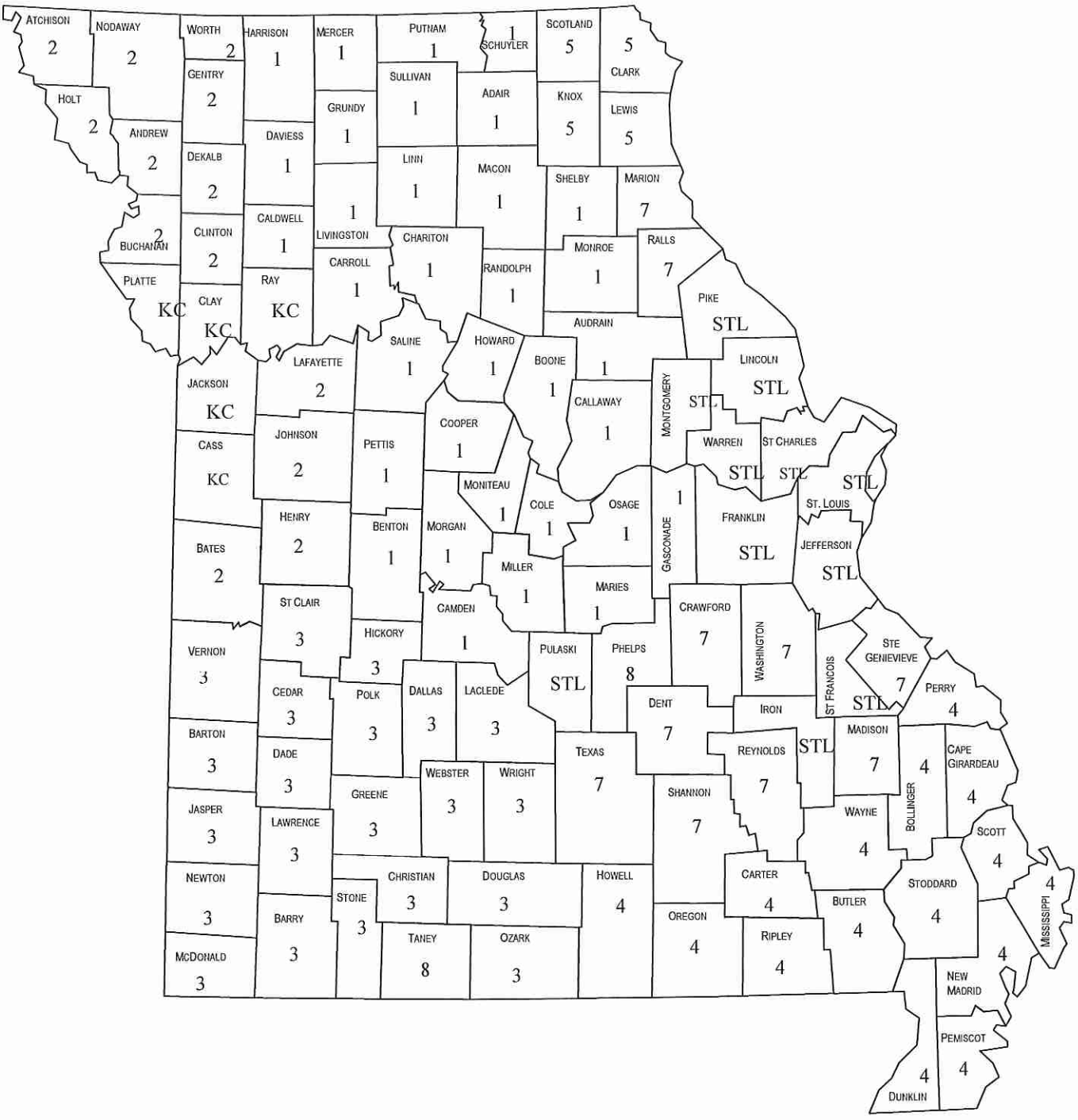
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
1	$15.35	$ 2.71	21	6
2	$16.35	$ 2.75	21	6

	AREA STL	AREA	AREA	AREA	AREA
	3	3A	4	5	5A
Hourly Rate	$27.35	$28.775	$27.425	$26.415	$25.685
Total Fringes	$9.045	$9.045	$9.045	$9.045	$9.045
OVERTIME RATE	No. 14	No. 14	No. 14	No. 14	No. 14
HOLIDAY RATE	No. 5	No. 5	No. 5	No. 5	No. 5

	AREA	AREA	AREA
	6	7	8
Hourly Rate	$30.85	$32.96	$30.85
Total Fringes	$10.82	$29.03	$13.06
OVERTIME RATE	No. 19	No. 19	No. 19
HOLIDAY RATE	---------	---------	---------

CEMENT MASON – AREAS BY COUNTIES



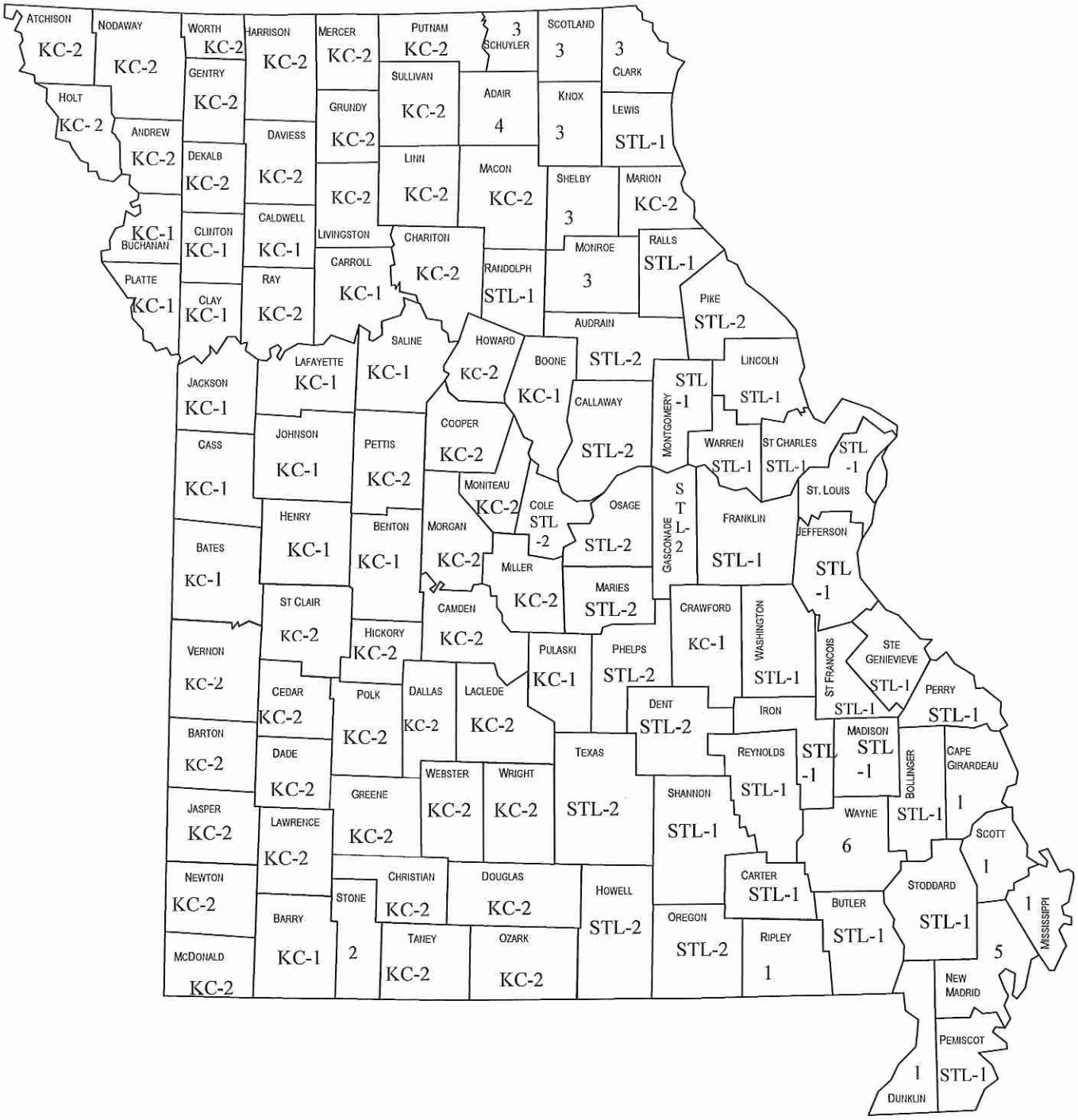
To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

CEMENT MASON

For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	$32.66	$19.00	13	26
KC	$32.23	$17.89	27	10
1	$28.53	$12.92	48	16
2	$31.71	$19.67	50	20
3	$24.24	$11.10	49	20
4	$28.00	$16.33	4	27
5	$22.57	$16.93	22	28
7	$28.10	$18.38	39	12
8	$31.49	$18.93	13	26

IRON WORKER – AREAS BY COUNTIES



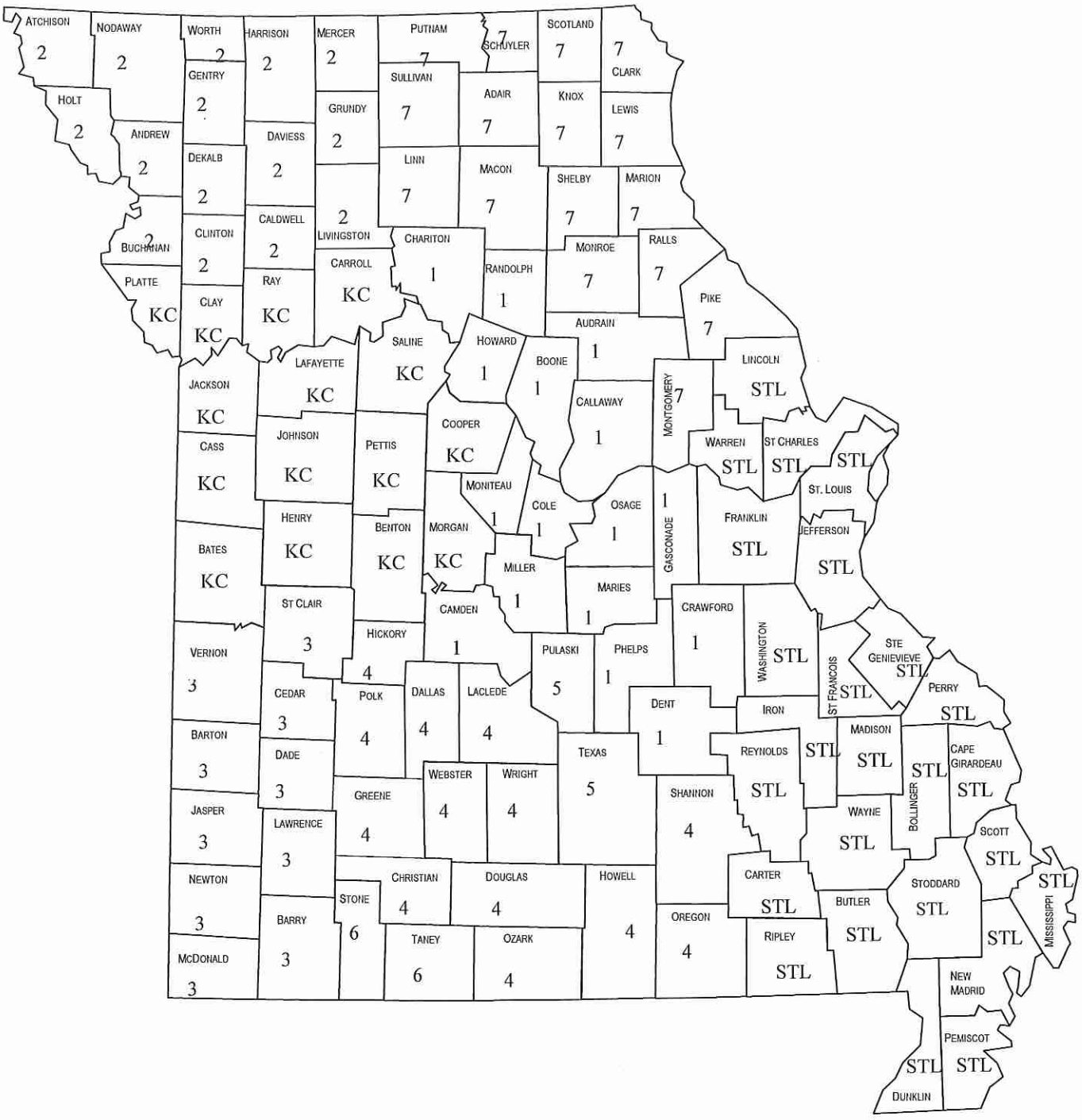
To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

IRONWORKER

For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL-1	$33.96	$27.245	18	1
STL-2	$29.49	$27.46	18	1
KC-1	$33.30	$29.65	43	17
KC-2	$30.30	$29.65	43	17
1	$26.53	$22.94	10	32
2	$25.00	$15.41	25	18
3	$25.81	$21.92	38	7
4	$26.25	$23.19	19	----
5	$32.65	--------	19	----
6	$33.43	--------	19	----

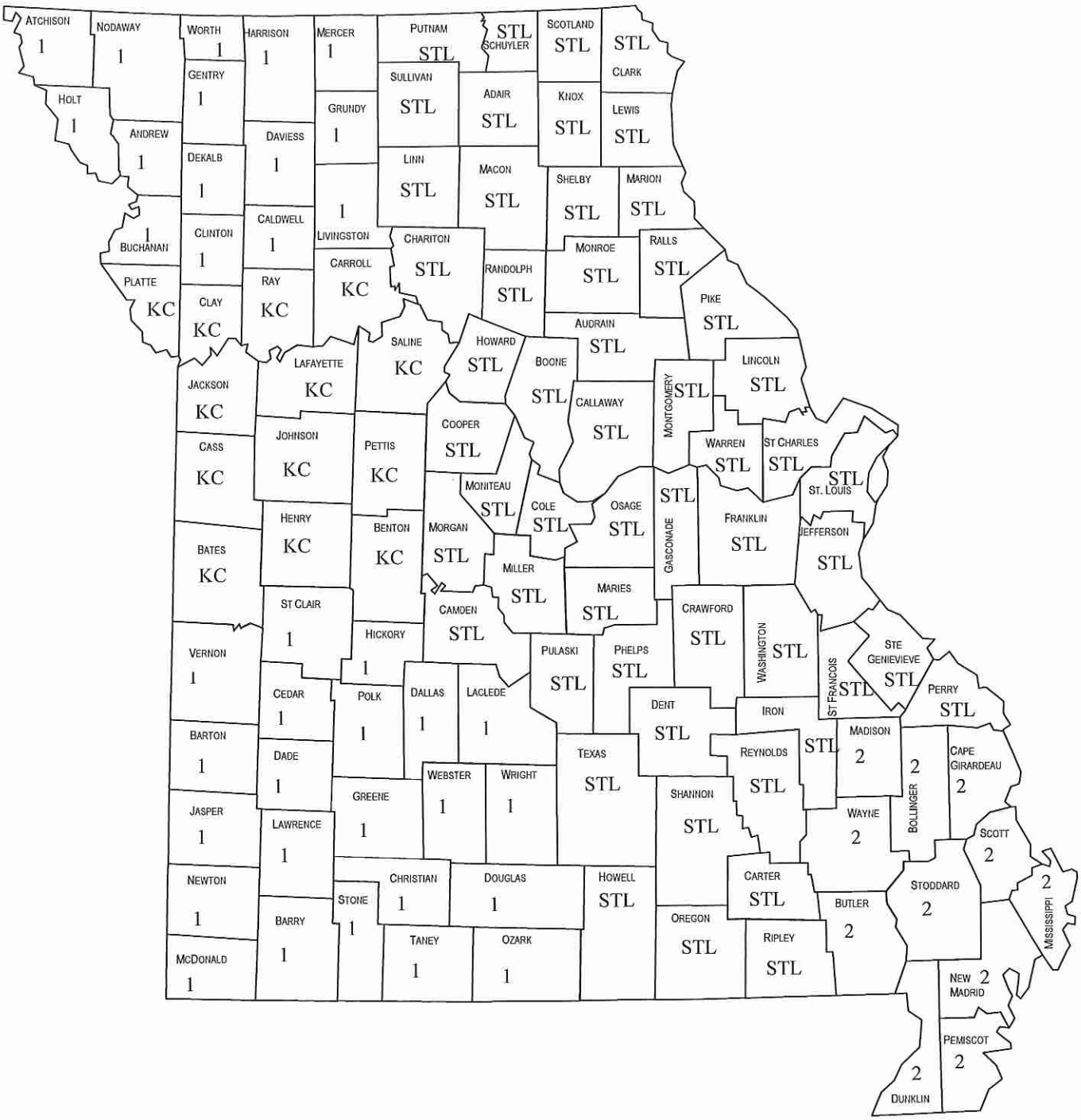
ELECTRICIAN, INSIDE WIREMAN – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
ELECTRICIAN, INSIDE WIREMAN
For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	$38.12	$25.898	33	15
KC	$39.45	$22.51	23	8
1	$33.25	$13.91 + 13%	6	15
2	$31.00	$16.70	17	30
3	$26.79	$13.35 + 8%	15	18
4	$26.92	$14.915	8	34
5	$31.58	$15.385	8	34
6	$22.71	$14.095	8	34
7	$31.50	$14.045 + 10%	1	31

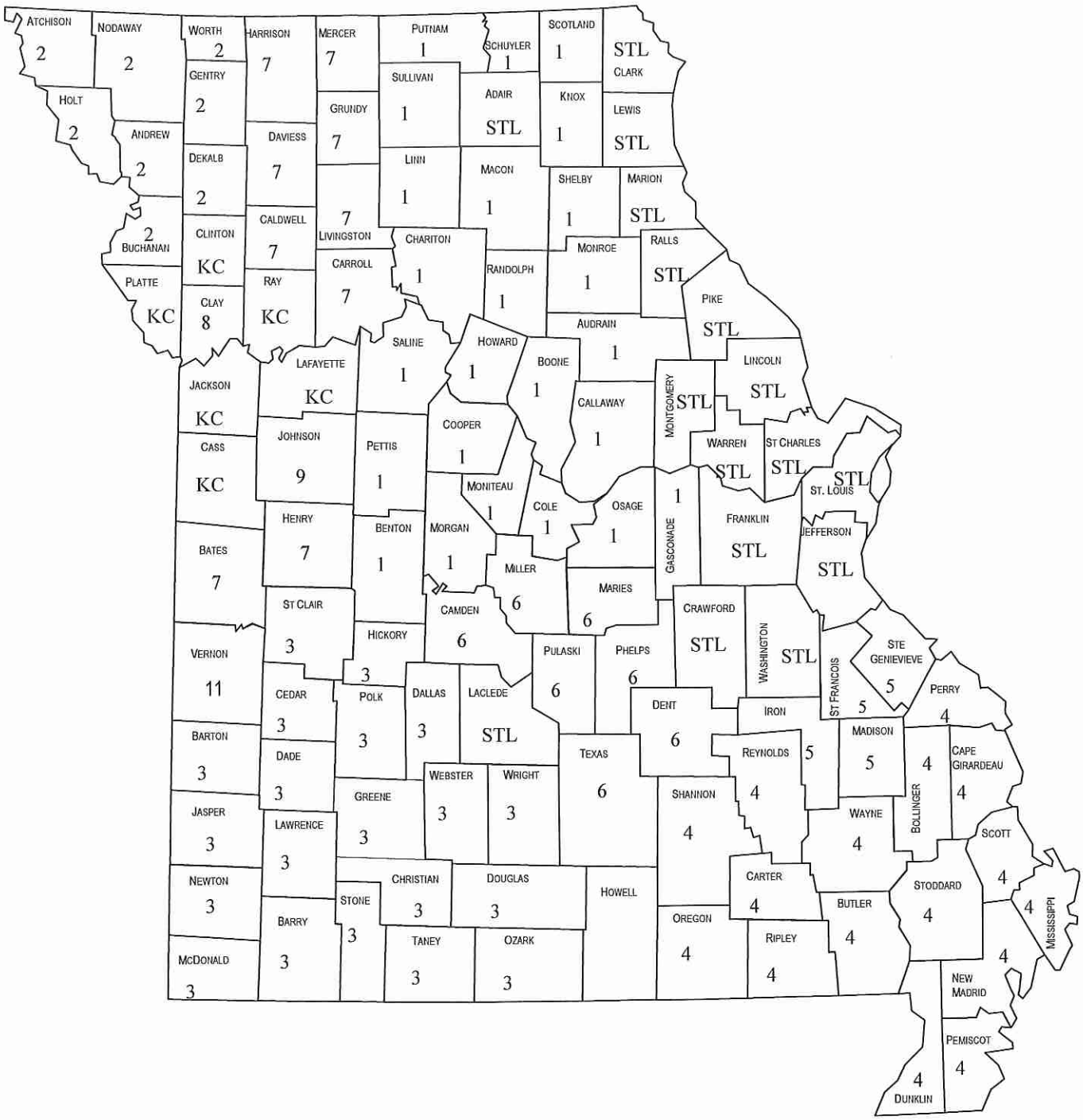
ELECTRICIAN, OUTSIDE – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations
ELECTRICIAN, OUTSIDE
For the entire Counties of the following Areas:

AREAS	CLASSIFICATIONS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	Journeyman Lineman Lineman Operator Groundman	$45.65 $39.25 $30.11	$6.00 + 36.5%	26	19
KC	Journeyman Lineman Lineman Operator Groundman	$45.70 $42.24 $29.46	$5.75 + 34%	16	20
1	Journeyman Lineman Lineman Operator Groundman	$41.52 $38.37 $26.76	$5.00 + 34.5%	16	20
2	Journeyman Lineman Lineman Operator Groundman	$50.31 $36.27 $28.66	$6.68 + 29.75%	40	39

PAINTER – AREAS BY COUNTIES



To: Missouri Highway and Transportation Commission
Wage Rates Certified Pursuant to Sec. 290.210, Missouri Statutes
Prevailing Hourly Wage Rates for Occupations

PAINTER

For the entire Counties of the following Areas:

AREAS	HOURLY RATE	TOTAL FRINGE BENEFITS	OVERTIME RATE	HOLIDAY RATE
STL	$33.95	$ 14.86	46	13
KC	$30.14	$ 17.16	34	17
1	$23.93	$ 12.74	35	15
2	$25.33	$ 12.83	35	15
3	$22.63	$ 12.61	20	21
4	$23.95	$ 13.29	45	35
5	$26.05	$ 13.29	45	35
6	$29.27	$ 12.74	37	14
7	$24.112	$ 17.16	34	17
8	$31.68	----	19	----
9	$30.68	----	19	----
10	$21.33	----	19	----
11	$24.12	----	19	----

ALL WAGE RATES SET OUT HEREIN ARE THOSE CURRENTLY REFLECTED BY THE INFORMATION CONTAINED IN OUR WORKING FILE AT THE TIME OF PUBLICATION.

PREVAILING WAGE LAW, CHAPTER 290

Section 290.210 through 290.340 As Amended RSMo 1987, 1986, & Cumm. Supp. 1993

290.210 Definitions - As used in Section 290.210 to 290.340, unless the context indicates otherwise:

(1) "Construction" includes construction, reconstruction, improvement, enlargement, alteration, painting, and decorating, or major repairs

(2) "Department" means the Department of Labor and Industrial Relations.

(3) "Locality" means the county where the physical work upon public works is performed, except that if there is not available in the county a sufficient number of competent skilled workmen to construct the public works efficiently and properly, "locality" may include two or more counties adjacent to the one in which the work or construction is to be performed and from which such workers may be obtained in sufficient numbers to perform the work, and that, with respect to contracts with the state highway commission, "locality" may be construed to include two or more adjacent counties from which workmen may be accessible for work on such construction.

(4) "Maintenance work" means the repair, but not the replacement of existing facilities when the size, type, or extent of the existing facilities is not thereby changed or increased.

(5) "Prevailing hourly rate of wages" means the wages paid generally in the locality in which the public works is being performed, to workmen engaged in work of a similar character including the basic hourly rate of pay and the amount of the rate of contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program, and the amount of the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to workmen and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the workmen affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance disability and sickness insurance, accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal or state law to provide any of the benefits; provided that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determination of the department, insofar as Sections 290.210 to 290.340 are concerned, may be discharged by the making of payments in cash, by the making of irrevocable contributions to trustees or third persons as provided herein, by the assumption of an enforceable commitment to bear the costs of a plan or program as provided herein, or any combination thereof, where the aggregate of such payments, contributions, and costs is not less than the rate of pay plus the other amounts as provided herein.

(6) "Public Body" means the State of Missouri or any officer, official, authority, board or commission of the state or other political subdivision thereof, or any institution supported in whole or in part by public funds.

(7) "Public Works" means all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds. It also includes any work done directly by any public utility company when performed by it pursuant to the order of the public service commission or other public authority whether or not it be done under public supervision or direction or paid for wholly or in part out of public funds, when let to contract by said utility. It does not include any work done for or by any drainage or levee district.

(8) "Workmen" means laborers, workmen, and mechanics.

290.220 Policy declared - It is hereby declared to be the policy of the State of Missouri that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workmen employed by or on behalf of any public body engaged in public works exclusive of maintenance work.

290.230 Prevailing wage rates required on construction of public works.

(1) Not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work, shall be paid to all workmen employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work. Only such workmen as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job shall be deemed to be employed upon public works.

(2) When the hauling of materials or equipment includes some phase of construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed employed directly on public works.

290.240 Department of Labor and Industrial Relations to enforce - make regulations

(1) The department shall inquire diligently as to any violation of Sections 290.210 to 290.340, shall institute actions for penalties herein prescribed, and shall enforce generally the provisions of Sections 290.210 to 290.340.

(2) The department may establish rules and regulations for the purpose of carrying out the provisions of Sections 290.210 to 290.340.

290.250 Prevailing wage, incorporation into contracts -- failure to pay, Penalty -- complaint of violation, public body or prime contractor to withhold payment. Every public body authorized to contract for or construct public works, before advertising for bids or undertaking such construction shall request the department to determine the prevailing rates of wages for workmen for the class or type of work called for by the public works, in the locality where the work is to be performed. The department shall determine the prevailing hourly rate of wages in the locality in which the work is to be performed for each type of workman required to execute the contemplated contract and such determination or schedule of the prevailing hourly rate of wages shall be attached to and made a part of the specifications for the work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract, what is the prevailing hourly rate of wages in the locality for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all workmen employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. It shall also require in all contractor's bonds that the contractor include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by the contract. The contractor shall forfeit as a penalty to the state, county, city, and county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It

shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of Sections 290.210 to 290.340 committed in the course of the execution of the contract, and when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of Sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the provisions of Sections 290.210 to 290.340 and if payment has already been made to him, the contractor may recover from the amount of the penalty in a suit at law.

290.260 Determination of hourly rate for highways and transportation commission, when made, where filed, objections, hearing, determination

(1) The department, as it deems necessary, shall from time to time investigate and determine the prevailing hourly rate of wages in the localities. A determination applicable to every locality to be contained in a general wage order shall be made annually on or before July 1st of each year for the Missouri State Highways and Transportation Commission and shall remain in effect until supersede by a new general wage order. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality.

(2) A certified copy of the determination so made shall be filed immediately with the Secretary of State and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after the filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the Secretary of State and the Department, any person who is affected thereby may object in writing to the determination or the part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection.

(4) Within thirty days of the receipt of the objection, the department shall set a date for a hearing on the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The department, at its discretion, may hear each written objection separately or consolidate for hearing any two or more written objections. At the hearing, the department shall first introduce in evidence the investigation it instituted and the other facts that were considered at the time of the original determination that formed the basis for its determination. The department or the objector or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the department must rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the Secretary of State and with the Department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the department of the prevailing wages in the locality is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the Secretary of State shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial any person affected by the final determination of the department may intervene in the proceedings to review under chapter 536, RSMo, and be made a party to the proceedings.

(9) All proceedings in any court affecting a determination of the department under the provisions of Sections 290.210 to 290.340 shall have priority in hearing and determination over all other civil proceedings pending in the court, except election contests.

290.262 Determination of hourly rate by location and occupation title, when made, where filed-objections, hearings-final determination-notice to department by public body, when - (1) Except as otherwise provided in section 290.260, the department shall annually investigate and determine the prevailing hourly rate of wages in each locality for each separate occupational title. A final determination applicable to every locality to be contained in an annual wage order shall be made annually on or before July first of each year and shall remain in effect until superseded by a new annual wage order or as otherwise provided in this section. In determining prevailing rates, the department shall ascertain and consider the applicable wage rates established by collective bargaining agreements, if any, and the rates that are paid generally within the locality, and shall, by March tenth of each year, make an initial determination for each occupational title within the locality.

(2) A certified copy of the initial determinations so made shall be filed immediately with the secretary of state and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after filing.

(3) At any time within thirty days after the certified copies of the determinations have been filed with the secretary of state and the department, any person who is affected thereby may object in writing to a determination or a part thereof that he deems objectionable by filing a written notice with the department, stating the specific grounds of the objection. If no objection is filed, the determination is final after thirty days.

(4) After the receipt of the objection, the department shall set a date for a hearing of the objection. The date for the hearing shall be within sixty days of the receipt of the objection. Written notice of the time and place of the hearing shall be given to the objectors at least ten days prior to the date set for the hearing.

(5) The department, at its discretion, may hear each written objection separately, or consolidate for hearing any two or more written objections. At the hearing, the department shall first introduce in evidence the investigation it instituted and the other facts that were considered at the time of the original determination that formed the basis for its determination. The department, or the objector, or any interested party thereafter may introduce any evidence that is material to the issues.

(6) Within twenty days of the conclusion of the hearing, the department shall rule on the written objection and make the final determination that it believes the evidence warrants. Immediately, the department shall file a certified copy of its final determination with the secretary of state and with the department and shall serve a copy of the final determination on all parties to the proceedings by personal service or by registered mail.

(7) This final decision of the department of the prevailing wages in the locality for each occupational title is subject to review in accordance with the provisions of Chapter 536, RSMo. Any person affected, whether or not the person participated in the proceedings resulting in the final determination, may have the decision of the department reviewed. The filing of the final determination with the secretary of state shall be considered a service of the final determination on persons not participating in the administrative proceedings resulting in the final determination.

(8) At any time before trial, any person affected by the final determination of the department may intervene in the proceedings to review under Chapter 536, RSMo, and be made a party to the proceedings.

(9) Any annual wage order made for a particular occupational title in a locality may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement that covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this subjection, the employee's representative or employer in regard to such collective bargaining agreement shall notify the department of this adjustment, including the effective date of the adjustment. The adjusted prevailing wage shall be in effect until the next final annual wage order is issued pursuant to this section. The wage rates for any particular job, contracted and commenced within sixty days of the contract date, which were set as a result of the annual or revised wage order, shall remain in effect for the duration of that particular job.

(10) In addition to all other reporting requirements of sections 290.210 to 290.340, each public body that is awarding a contract for a public works project shall, prior to beginning of any work on such public works project, notify the department, on a form prescribed by the department, of the scope of the work to be done, the various types of craftsmen who will be needed on the project, and the date work will commence on the project.

290.263 Hourly wage must equal or exceed federal minimum wage - The hourly wages to be paid as prescribed in Section 290.250 to workmen upon public works shall not be less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

290.265 Wage rates posted, where - A clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed in order to execute the contract and employed on the construction of the public works shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and such notice shall remain posted during the full time that any such workman shall be employed on the public works.

290.270 Declaration as to prevailing wages final - maximum wages and hours not limited - The finding of the department ascertaining and declaring the prevailing hourly rate of wages shall be final for the locality, unless reviewed under the provisions of Sections 290.210 to 290.340. Nothing in Sections 290.210 to 290.340, however, shall be construed to prohibit the payment to any workman employed on any public work of more than the prevailing rate of wages. Nothing in Sections 290.210 to 290.340 shall be construed to limit the hours of work that may be performed by any workman in any particular period of time.

290.280 Administration of oaths - subpoenas - enforcement of subpoenas - The authorized representative of the department may administer oaths, take or cause to be taken the depositions of witnesses, and require by subpoena the attendance and testimony of witnesses and the production of all books, records, and other evidence relative to any matter under investigation or hearing. The subpoena shall be signed and issued by the department's authorized representative. In case of failure of any person to comply with any subpoena lawfully issued under this section, or any refusal of any witness to produce evidence or to testify to any matter regarding which he may be lawfully interrogated, the authorized representative of the department may proceed to enforce obedience to the subpoenas in the manner provided by Section 536.077, RSMo, for administrative agencies. The authorized representative of the department shall have the power to certify to official acts.

290.290 Contractor's payroll records, contents - affidavit of compliance required - signs on motor vehicles and equipment, requirements - temporary stationary sign, when - exception -

(1) The contractor and each subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations, and crafts of every workman employed by them in connection with the public work together with an accurate record of the number of hours worked by each workman and the actual wages paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

(2) Each contractor and subcontractor shall file with the contracting public body upon completion of the public work and prior to final payment therefor an affidavit stating that he had fully complied with the provisions and requirements of this chapter, and no public body shall be authorized to make final payment until such affidavit is filed therewith in proper form and order.

(3) Each contractor and subcontractor engaged in any construction of public works shall have its name, acceptable abbreviation or recognizable logo, and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment that is used in connection with such public works project during the time the contractor or subcontractor is engaged on such project. The sign shall be legible from a distance of twenty feet, but the size of the lettering need not be larger than two inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the contractor may place a temporary stationary sign, with the information required pursuant to this subsection, at the main entrance of the construction project in place of affixing the required information on the equipment, so long as such sign is not in violation of any state or federal statute, rule, or regulation. Motor vehicles that are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

(4) The provisions of subsection 3 of this section shall not apply to construction of public works for which the contract awarded is in the amount of two hundred fifty thousand dollars or less.

290.300 Actions for prevailing wages by workmen authorized - Any workman employed by the contractor or by any subcontractor under the contractor who shall be paid for his services in a sum less than the stipulated rates for work done under the contract, shall have a right of action for double whatever difference there may be between the amount so paid and the rates provided by the contract together with a reasonable attorney's fee to be determined by the court, and an action brought to recover same shall be deemed to be a suit for wages, and any and all judgments entered therein shall have the same force and effect as other judgments for wages.

290.305 Rebates by workmen prohibited, exceptions. No person, firm, or corporation shall violate the wage provisions of any contract contemplated in Sections 290.210 to 290.340 or suffer or require any employee to work for less than the rate of wages so fixed, or violate any of the provisions contained in Sections 290.210 to 290.340. Where workmen are employed and their rate of wages has been determined as provided in Sections 290.210 to 290.340, no person, either for himself or any other person, shall request, demand, or receive, either before or after such workman is engaged, that such workman pay back, return, donate, contribute, or give any part or all of said workman's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such workman from procuring or retaining employment, and no person shall, directly or indirectly, pay, request, or authorize any other person to violate this section. This section does not apply to any agent or representative of a duly

constituted labor organization acting in the collection of dues or assessments of such organization.

290.315 Deductions from wages agreement to be written, approval of public body required - All contractors required in Sections 290.210 to 290.340 to pay not less than the prevailing rate of wages shall make full payment of such wages in legal tender, without any deduction for food, sleeping accommodations, transportation, use of small tools, or any other thing of any kind or description. This section does not apply where the employer and employee enter into an agreement in writing at the beginning of said term of employment covering deductions for food, sleeping accommodations, or other similar items, provided such agreement is submitted by the employer to the public body awarding the contract and the same is approved by such public body as fair and reasonable.

290.320 Advertising for bids before prevailing wage is determined prohibited - No public body, officer, official, member, agent, or representative authorized to contract for public works shall fail, before advertising for bids or contracting for such construction, to have the department determine the prevailing rates of wages of workmen for each class of work called for by the public works in the locality where the work is to be performed as provided in Sections 290.210 to 290.340.

290.325 Awarding contract on payment without prevailing wage determinations prohibited - No public body, officer, official, member, agent, or representative thereof authorized to contract for public works shall award a contract for the construction of such improvement or disburse any funds on account of the construction of such public improvement, unless prevailing rates of wages of workmen for the class of work called for by such public works in the locality where the work is to be performed and such determination has been made a part of the specifications and contract for such public works.

290.330 Convicted violators of Sections 290.210 to 290.340 listed, effect of - The department after investigation, upon complaint or upon its own initiative, shall file with the Secretary of State a list of the contractors and subcontractors whom it finds have been prosecuted and convicted for violations of Sections 290.210 to 290.340 and such contractor or subcontractor, or simulations thereof, shall be prohibited from contracting directly or indirectly with any public body for the construction of any public works or from performing any work on the same as a contractor or subcontractor for a period of one year from the date of the first conviction for such violation and for a period of three years from the date of such subsequent violation and conviction thereof. No public body shall award a contract for a public works to any contractor or subcontractor, or simulation thereof, during the time that its name appears on said list. The filing of the notice of conviction with the Secretary of State shall be notice to all public bodies and their officers, officials, members, agents, and representatives.

290.335 Notice of violation, failure to comply, attorney general shall sue, injunctive relief authorized - If it is found that a public body, contractor, or subcontractor has not complied with any of the terms of Sections 290.210 to 290.340, the department shall give notice of the precise violations in writing to such public body, contractor, or subcontractor. Sufficient time may be allowed for compliance therewith as the department deems necessary. After the expiration of the time prescribed in said notice, the department may, in writing, inform the Attorney General of the fact that such notice has been given, and that the public body, contractor, or subcontractor or the authorized representative or agent thereof to whom it was directed has not complied with such notice. Upon receipt thereof, the Attorney General shall, at the earliest possible time, bring suit in the name of the state in the circuit court of the county in which such public body is located or where any such contractor or subcontractor is engaged in any further work or payments thereunder if the contract has been awarded, until the requirements of such notice are fully complied with. The court may issue a temporary restraining order with due notice to the defendant in such action. The plaintiff shall, in any such injunctive action, post an adequate bond to be set by the circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements of the notice by the department to the defendant were not unreasonable or arbitrary, it shall issue an order enjoining the awarding of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until

the notice is fully complied with. Such injunction shall continue operative until the court is satisfied that the requirements of such notice have been complied with and the court shall have an exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and the defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

290.340 Penalty for violation - Any officer, official, member, agent, or representative of any public body, contractor, or subcontractor who willfully violates and omits to comply with any of the provisions and requirements of Sections 290.210 to 290.340 shall be punished for each violation thereof by a fine not exceeding five hundred dollars, or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

8 CSR-30-3.010 Prevailing Wage Rates for Public Works Projects (Purpose: This rule sets forth prevailing wage requirements relative to work performed by workmen on public funded projects.)

(1) All public bodies of Missouri contemplating construction work must obtain from the department a determination of the prevailing hourly rate of wages in the locality (wage determination) that is applicable to that construction. The rates so determined shall be incorporated in the contract specifications and made a part of those specifications, except that construction contracts of the State Highway and Transportation Commission need not list specific wage rates to apply, but may refer to the wage rates contained in the appropriate General Wage Orders issued by the department, as applicable.

(2) Request for wage determinations shall be initiated at least thirty (30) calendar days before advertisement of the specifications for the contract for which the determination is sought. An exception from this provision will be made by the department only upon a proper showing of extenuating circumstances. The department has prepared and printed Form No. PW-1 for use in making a request. The form may be secured by writing Division of Labor Standards, P.O. Box 449, Jefferson City, Missouri 65102.

(3) A separate request must be filed for each separate project by the public body, except the State Highway and Transportation Commission, which will be furnished prevailing wage determinations under General Wage Orders. One public body cannot use the wage determinations made by this department for another public body even though both public bodies are located in the same county. Special wage determinations issued by the department only apply to the public body and its project described in the special wage determination.

(4) Each wage determination issued by the department shall contain the current wage rates prevailing in the locality at the time the determination is issued. To ensure that the current prevailing hourly rate of wages as established in the wage determination is paid on the public works project, the public works project must be started in good faith or a contract awarded for the project within one hundred eighty (180) days from the date the wage determination is issued. If the proposed public works project is not started in good faith or a contract is not awarded for completion of the project within one hundred eighty (180) days from the date the wage determination is issued, before proceeding with the project the public body shall request from the department an amended wage determination, containing the then current prevailing hourly rate of wages. The amended wage determination shall be subject to objection pursuant to the provisions of section 290.260, RSMo. An amended wage determination becomes final either by order of the Labor and Industrial Relations Commission or automatically if not objected to pursuant to section 290.260, RSMo. This final determination shall contain the prevailing wage rates to be paid on the project. This provision shall not apply to the General Wage Order issued by the department for the State Highway and Transportation Commission.

(5) It should be understood by all interested parties that the certified prevailing wage rates determined by the department are minimum wage rates. The contractor may not pay less than the prevailing wage rates determined by the department for the project or contract awarded to him/her as set forth in the proposal on which s/he submitted his/her bid. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

(6) Where classification of workers not included in the original contract is desired, the public body shall request the department to issue a determination of the prevailing hourly rate of wages in

the appropriate localities. In these cases, it shall be the responsibility of the public body to make an arrangement with the contract that would result in compliance with the wage determinations, as though they were a part of the original contract.

(7) The public body shall make examinations of the payrolls and other records of each contractor or subcontractor as may be necessary to assure compliance with the provisions of the law. In connection with those examinations, particular attention should be given to the correctness of classifications and any disproportionate employment of any workers. The examinations shall be of a frequency that may be necessary to assure conformity with the provisions of the law. An examination shall be made after the project has been substantially completed, but prior to the acceptance of the affidavit as required by section 290.290, RSMo. If any violation of sections 290.210 to 290.340, RSMo is discovered by the inspecting public body, it's their duty under section 290.250, RSMo to withhold and retain from payments to the contractor all sums and amounts due and owing as a result of any violation. Any violation shall be immediately reported to the Division of Labor Standards at P. O. Box 449, Jefferson City, Missouri 65102 or by telephone.

(8) Each month, the successful bid contractors shall submit certified copies of their current payrolls to the contracting public body. The public body, upon receipt of the payrolls on a project, shall keep the payrolls on file for a period of one (1) year from the date of submission of the final payrolls by the contractor. The payroll records shall set out accurately and completely the following: name and address of each worker, the class or type of worker, rate of pay, daily and weekly number of hours worked for each class or type of work performed, deduction made, and actual wages paid for each class or type of work performed by each worker. The payroll records shall be made available at all times for inspection by authorized representatives of the Department of Labor and Industrial Relations.

Woodman Engineering Company v. Butler, 442 SW2d 83 (Mo. App. 1969). The function of reviewing court in prevailing wage cases is to decide if the determination of the commission was authorized by law and was supported by competent and substantial evidence upon the whole record. A decision clearly contrary to the evidence should be set aside. However, all pertinent evidence and factors must be considered in determining the applicable prevailing wage.

City of Joplin v. Industrial Commission of Missouri, 329 SW2d 687 (Mo en banc 1959). Administrative agencies do not have authority to determine constitutionality of legislation. Determination of prevailing wage earnings by commission must be based upon all current relevant factors.

AFFIDAVIT OF
COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____ State of Missouri, personally came and appeared

_____
(Name) (Position)

of the _____
(Name of the Company)

(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 workmen 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 with Wage Determination No(s). issued by the Division of Labor Standards on the day of _____, 20____. in carrying out the contract and work in connection with the construction of

Project:

27th Street & Anderson Avenue Infrastructure Project

McCoy Avenue to 26th Street
CDBG-DR Grant No. B-12-MT-29-0001/B-13-MS-29-0001

in the City of Joplin, Missouri, in Jasper County, Missouri, and completed on the _____ day of _____, 20____.

_____
(Signature)

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

My Commission expires: _____.

_____
Notary Public

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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 l(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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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 4equivalent thereof.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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 l(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 l(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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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 at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor 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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) 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;

(2) 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;

(3) 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.

(c) 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 subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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.

(i) Apprentices. 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.

(ii) Trainees. 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 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses 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 this paragraph.

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

9. Disputes concerning labor standards. 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: MO20200001 02/14/2020

Superseded General Decision Number: MO20190001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020
3	02/14/2020

CARP0002-002 05/01/2019

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters	$ 38.02	17.77

CARP0005-006 05/03/2015

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS	$ 36.34	15.55
MILLWRIGHTS & PILEDRIVERS	$ 36.34	15.55

CARP0011-001 05/01/2019

	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	$ 32.28	17.77
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL,DAVIESS, DEKALB,GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY,ST. CLAIR, SALINE AND WORTH COUNTIES	$ 30.76	17.77
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	$ 32.29	17.77
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY,JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	$ 30.36	17.77
BENTON, MORGAN AND PETTIS...	$ 30.81	17.77
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES	$ 32.14	17.77
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES	$ 31.49	17.77
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES	$ 31.09	17.77
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES	$ 32.13	17.77
FRANKLIN COUNTY	$ 35.56	17.77
JEFFERSON AND ST. CHARLES COUNTIES	$ 38.02	17.77
LINCOLN COUNTY	$ 34.00	17.77
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES	$ 32.92	17.77
WARREN COUNTY	$ 34.44	17.77

ELEC0001-002 06/03/2018

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.....$ 38.12 15.60

ELEC0002-001 09/01/2018

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	$ 39.50	19.96
Groundman & Truck Driver	$ 30.36	16.67
Lineman & Cable Splicer	$ 45.90	22.27

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* ELEC0053-004 12/01/2019

	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	$ 32.27	15.52
Groundman	$ 30.12	14.88
Lineman Operator	$ 43.40	18.80
Lineman	$ 47.30	19.95
Line Construction; (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY AND SALINE COUNTIES)		
Groundman Powderman	$ 32.27	15.52
Groundman	$ 30.12	14.88
Lineman Operator	$ 43.40	18.80
Lineman	$ 47.30	19.95

ELEC0095-001 06/01/2019

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	14.97

ELEC0124-007 08/26/2019

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES:

	Rates	Fringes
Electricians	$ 40.79	22.92

ELEC0257-003 03/01/2019

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	$ 33.25	18.18

ELEC0350-002 12/01/2018

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	$ 31.50	17.20

ELEC0453-001 09/01/2019

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES.	$ 27.88	14.99
PULASKI and TEXAS COUNTIES..	$ 32.53	15.46
STONE and TANEY COUNTIES....	$ 23.67	14.17

ELEC0545-003 06/01/2019

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER, GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY, AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:	$ 32.00	17.30

ELEC0702-004 12/30/2019

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE

COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A	$ 30.31	29% + 7.75
Groundman-Equipment Operator Class II (all other equipment)	$ 38.46	29% + 7.75
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)	$ 43.88	29% + 7.75
Lineman	$ 53.51	29% + 7.75

ENGI0101-001 05/01/2019

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	$ 34.28	17.45
GROUP 2	$ 33.88	17.45
GROUP 3	$ 31.88	17.45

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self- propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type);

paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.
GROUP 3: (a) Oiler;
(b) Oiiler driver
(c) Mechanic.

HOURLY PREMIUMS:
THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .25) ABOVE GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .50) ABOVE GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($ .75) ABOVE GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

ENGI0101-005 04/01/2019

CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 36.62	18.74
GROUP 2	$ 35.58	18.74
GROUP 3	$ 31.11	18.74
GROUP 4	$ 34.46	18.74

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form

paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: ""A"" Frame truck operator; back filler operator; boilers (1); chip spreader;churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:
HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($1.00) ABOVE GROUP 1 RATE:
Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;
Piledrivers 80 ft. of boom or over (including jib);
Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2019

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 guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive $ .25 above GROUP 1 rate:
Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);
Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive $ .50 above GROUP 1 rate:
Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive $ .75 above GROUP 1 rate:
Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/06/2019

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 34.36	27.36
GROUP 2	$ 34.36	27.36
GROUP 3	$ 33.06	27.36

GROUP 4.....$ 32.61 27.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreaker; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Cimbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self- propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjenction with an air compressor, operator shall be paid $ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2""; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper,

Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - $2.00;
Crane,climbing (such as Linden) - $.50;
Crane, Pile Driving and Extracting - $ .50
Crane with boom (including job) over 100 ft from pin to pin - add $.01 per foot to maximum of $4.00);
Crane, using rock socket tool - $ .50;
Derrick, diesel, gas or electric hoisting material and erecting steel (150 ft or more above ground) - $ .50;
Dragline, 7 cu yds and over - $ .50;
Hoist, Three or more drums in use - $ .50;
Scoop, Tandem - $.50;
Shovel, Power - 7 cu yds and over - $ .50;
Tractor, Tandem Crawler - $ .50;
Tunnel, man assigned to work in tunnel or tunnel shaft - $ .50;
Wrecking, when machines are working on second floor or higher - $ .50

ENGI0513-006 05/01/2019

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 29.69	27.16
GROUP 2	$ 29.34	27.16
GROUP 3	$ 29.14	27.16
GROUP 4	$ 25.49	27.16

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; guad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge &

dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4"" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4"" & over one.

FOOTNOTE: HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oiler - $2.00
Certified Crane Operator - $1.50;
Certified Hazardous Material Operator $1.50;
Crane, climbing (such as Linden) - $0.50;
Crane, pile driving and extracting - $0.50;
Crane, with boom (including jib) over 100' from pin to pin add $0.01 per foot to maximum of $4.00;
Crane, using rock socket tool - $0.50;
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - $0.50;
Dragline, 7 cu. yds, and over - $0.50;
Hoist, three or more drums in use - $0.50; Scoop, Tandem - $0.50;
Shovel, power - 7 cu. yds. or more - $0.50;
Tractor, tandem crawler - $0.50;
Tunnel, man assigned to work in tunnel or tunnel shaft - $0.50;
Wrecking, when machine is working on second floor or higher - $0.50;

ENGI0513-007 05/06/2019

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 34.36	27.36
GROUP 2	$ 34.36	27.36
GROUP 3	$ 33.06	27.36
GROUP 4	$ 32.61	27.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; athey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills nd any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2""; pumps, electric submersible, two through six, over 4""; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2"" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor

(such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

Backhoe, hydraulic 2 cu. yds. or under without oiler	$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add $.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2019

	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	$ 30.55	30.44
ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, SALINE, AND RAY COUNTIES	$ 33.55	30.44

IRON0321-002 09/01/2019

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker	$ 21.10	19.01

IRON0396-004 08/07/2019

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	$ 34.91	27.36

IRON0396-009 08/07/2019

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	$ 30.44	27.36

IRON0577-005 06/01/2019

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker	$ 26.60	24.00

IRON0584-004 06/01/2019

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:	$ 26.00	15.35

IRON0782-003 05/01/2019

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only	$ 31.63	24.27
All Other Work	$ 27.38	23.29

LABO0042-003 03/06/2019

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer	$ 33.22	15.67

LABO0042-005 03/06/2019

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman	$ 33.22	15.67
Laborers, Flaggers	$ 33.22	15.67
Wrecking	$ 33.22	15.67

LABO0424-002 05/01/2016

	Rates	Fringes
LABORER		
ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, CLARK, COLE, COOPER, HOWARD, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARION, MILLER, MONITEAU, MONROE, PERRY, PIKE, PUTNAM, RALLS, RANDOLPH, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES		
GROUP 1	$ 27.96	13.17
GROUP 2	$ 27.96	13.17
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, MARIES, MISSISSIPPI, NEW MADRID, OREGON, OSAGE, PEMISCOT, PHELPS, PULASKI, RIPLEY, SCOTT, SHANNON, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES		
GROUP 1	$ 27.96	13.17
GROUP 2	$ 27.96	13.17
FRANKLIN COUNTY		
GROUP 1	$ 29.71	13.17
GROUP 2	$ 30.31	13.17
JEFFERSON COUNTY		
GROUP 1	$ 29.76	13.17
GROUP 2	$ 30.36	13.17
LINCOLN, MONTGOMERY AND WARREN COUNTIES		
GROUP 1	$ 31.18	13.32
GROUP 2	$ 31.18	13.32
ST.CHARLES COUNTY		
GROUP 1	$ 3.18	13.32
GROUP 2	$ 31.18	13.32

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams;

riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO0579-005 05/01/2019

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1	$ 26.66	14.97
GROUP 2	$ 27.01	14.97
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	$ 25.66	14.17

GROUP 2	$ 26.21	14.17
LABORER (LAFAYETTE COUNTY)		
GROUP 1	$ 27.21	0.0014.42
GROUP 2	$ 27.56	0.0014.42

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggie man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0663-002 04/01/2019

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 30.73	15.98
GROUP 2	$ 31.94	15.98

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool

operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer,water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman,asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

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 04/01/2018

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	$ 25.93	12.79
Brush and Roll; Taping, Paperhanging	$ 23.93	12.79
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement	$ 24.93	12.79
Spray; Structural Steel (over 50 feet)	$ 24.93	12.79
Tapers using Ames or Comparable Tools	$ 24.68	12.79

PAIN0003-004 04/01/2017

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 31.96	16.96
Brush & Roller	$ 29.34	16.96
Drywall	$ 30.34	16.96
Paper Hanger	$ 29.84	16.96
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 30.96	16.96
Steeplejack	$ 35.53	16.96

PAIN0003-011 04/01/2011

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 24.06	14.04
Brush & Roller	$ 22.67	14.04
Drywall	$ 22.84	14.04
Paper Hanger	$ 23.07	14.04
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 23.56	14.04

Steeplejack	$ 26.82	14.04

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

PAIN1265-003 07/01/2013

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller	$ 25.64	13.27
Floor Work	$ 26.14	13.27
Lead Abatement	$ 27.89	13.27
Spray	$ 27.14	13.27
Structural Steel, Sandblasting and All Tank Work	$ 26.89	13.27
Taping, Paperhanging	$ 26.64	13.27

PAIN1292-002 09/01/2016

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	$ 30.85	11.64
Brush & Roller	$ 25.35	11.64
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI)	$ 28.95	11.64

Height Rates (All Areas):
Over 60 ft. $0.50 per hour.
Under 60 ft. $0.25 per hour.

PAIN1292-003 09/01/2017

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES

	Rates	Fringes

Painters:
Bridges, Stacks & Tanks.....$ 31.05 12.74
Brush & Roller.....$ 25.70 12.74
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....$ 28.70 12.74

Height Rates (All Areas):
0ver 60 ft. $0.50 per hour
Under 60 ft. $0.25 per hour.

PAIN2012-001 04/01/2019

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY & WORTH COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller	$ 31.26	17.26
Sandblaster	$ 32.76	17.26
Steeplejack	$ 36.33	17.26

PLAS0518-006 03/01/2019

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 24.30	11.61

PLAS0518-007 04/01/2019

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Cement Masons:	$ 32.32	17.89

PLAS0518-011 04/01/2019

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY, HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.00	20.13

PLAS0527-001 04/01/2018

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND WARREN COUNTIES	$ 30.74	18.07

JEFFERSON, ST. CHARLES
COUNTIES AND ST.LOUIS
(City and County).....$ 32.66 18.62

PLAS0527-004 06/01/2017

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES

	Rates	Fringes
CEMENT MASON.....	$ 28.10	18.07

PLAS0908-001 05/01/2017

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON.....	$ 27.60	15.73

PLAS0908-005 05/01/2017

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.....	$ 27.60	15.73

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* PLUM0008-003 06/01/2019

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	$ 47.14	21.39

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* PLUM0008-017 06/01/2019

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
Plumbers.....	$ 47.14	21.39

PLUM0045-003 08/01/2019

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Plumbers and Pipefitters.....	$ 37.75	23.65

PLUM0178-003 11/01/2018

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Plumbers and Pipefitters	$ 30.90	15.35

PLUM0178-006 11/01/2018

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects $750,000 & under	$ 27.93	15.35
Projects over $750,000	$ 30.90	15.35

PLUM0533-004 06/01/2019

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

	Rates	Fringes
Pipefitters	$ 46.68	22.55

PLUM0562-004 07/01/2019

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	$ 40.41	21.49
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 41.85	27.85

PLUM0562-016 07/01/2019

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	$ 40.41	21.49
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 41.85	27.85

TEAM0013-001 05/01/2019

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1	$ 30.34	13.75
GROUP 2	$ 30.49	13.75
GROUP 3	$ 30.61	13.75
GROUP 4	$ 30.50	13.75
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1	$ 31.07	13.75
GROUP 2	$ 31.22	13.75
GROUP 3	$ 31.34	13.75
GROUP 4	$ 31.23	13.75
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1	$ 33.43	13.75
GROUP 2	$ 33.58	13.75
GROUP 3	$ 33.65	13.75
GROUP 4	$ 33.54	13.75
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1	$ 32.08	13.75
GROUP 2	$ 33.23	13.75
GROUP 3	$ 32.30	13.75
GROUP 4	$ 32.19	13.75

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon, Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

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TEAM0056-001 05/01/2019

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICHKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1	$ 30.77	13.75
GROUP 2	$ 30.92	13.75
GROUP 3	$ 31.04	13.75
GROUP 4	$ 30.93	13.75
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1	$ 30.04	13.75
GROUP 2	$ 30.19	13.75
GROUP 3	$ 30.31	13.75
GROUP 4	$ 30.20	13.75
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1	$ 31.98	13.75
GROUP 2	$ 32.13	13.75
GROUP 3	$ 32.20	13.75
GROUP 4	$ 32.09	13.75

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-

trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Truck drivers:		
Traffic Control Service Driver	$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2019

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 33.01	15.75
GROUP 2	$ 32.44	15.75
GROUP 3	$ 31.92	15.75

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom ruck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 33.30	13.79+a+b+c+d
GROUP 2	$ 33.50	13.79+a+b+c+d
GROUP 3	$ 33.60	13.79+a+b+c+d

a. PENSION: 5/1/2012 - $182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive $1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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 www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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"

FEDERAL LABOR STANDARDS AND WAGE RATE REQUIREMENTS

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISION
SO-CALLED ANTI-KICKBACK ACT AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., SECTION 374

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C. sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building, or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948,62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C. sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States, including a provisions that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

…xxx…

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term “this part” as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 – LABOR

Subtitle A – Office of the Secretary of Labor

PART 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

Section 3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c) popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms “Building” or “work” generally include construction activity as distinguished from manufacturing, furnishing of materials, or serving and maintenance work. The terms include, without imitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees and canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquired title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured of furnished) is not a “building” or “work” within the meaning of the regulations in this part.

(b) The terms “construction”, “prosecution”, “completion”, or “repair” mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting, and decorating, the transporting of materials and supplied to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work by persons employed at the site by the contractor or subcontractor.

(c) The terms “public building” or “public work” include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term “building or work financed in whole or in part by loans or grants from the United States” includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds

provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages" regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor, a partner or officer of the contractor or subcontractor, a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States, and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH348, "Statement of Compliance", or on any form with identical wording. Sample copies of WH347 and WH348 may be obtained from the Government contracting or sponsoring agency and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available or shall be transmitted together with a report of any violation, in accordance with applicable procedure, prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, hi- correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

(a) Any deduction made in compliance with the requirements of Federal State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A “bona fide prepayment of wages” is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representative of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability or for insurance to provide any of the foregoing or unemployment benefits, vacation

pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either; (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees: (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employer for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessment: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the “reasonable cost” of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1 938, as amended, and part 531 of this title. When such a deduction is made, the additional records required under §516.27(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that.

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise.

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section.

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6 and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible

under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

Wage Rate Requirements

P.L. 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Appropriations Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

P.L. 111-242, “Continuing Appropriations Act, 2011” (Continuing Resolution) extends the time period for including the Davis-Bacon provisions beyond September 30, 2010. Specifically the Continuing Resolution includes the following language: “Such amounts {are appropriated} as may be necessary, at a rate for operations as provided in the applicable appropriations Acts for fiscal year 2010 and under the authority and conditions provided in such Acts…”. EPA’s Office of General Counsel has opined that this statement in the Continuing Appropriations Act requires that the conditions that were made applicable by the language of the FY 2010 appropriation during the term of the Continuing Resolution.

Additional guidance can be located at DOL’s web site at http://www.wdol.gov/index.aspx

1. The Davis-Bacon (DB) prevailing wage requirements apply to the construction, alteration, and repair activity of infrastructure, including all construction, alteration and repair activity involving waste water or drinking water treatment plants is subject to DB. Prime contractors and subcontractors must follow the wage determination incorporated into the prime contract.

2. Contract and Subcontract provisions.

(a) Minimum wages.

(1) 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, 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 § 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, 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 (a)(2) 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.

(2) 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 EPA award official 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.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the funding recipient(s) 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 funding recipient (s) to the MDNR. The MDNR will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, 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 MDNR or will notify the MDNR within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the funding recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the funding recipient shall refer the questions, including the views of all interested parties and the recommendation of the MDNR, to

the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The wage rate (including fringe benefits where appropriate) 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.

(6) 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.

(7) 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.

(b) Withholding.

(1) The funding recipient(s), shall upon written request of the EPA Award Official or 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 (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, 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.

(c) Payrolls and basic records.

(1) 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.

(2) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the funding recipient, that is, the entity that receives the grant or loan from the MDNR. As to each payroll copy received, the funding recipient shall provide written confirmation in a form satisfactory to the MDNR indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls 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 the weekly payrolls. 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 at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor 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 funding recipient (s) for transmission to the MDNR or EPA if requested by EPA, the MDNR, the contractor, 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 funding recipient (s).

(3) 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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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.

(4) 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 (c)(3) of this section.

(5) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(6) The contractor or subcontractor shall make the records required under paragraph (c)(1) of this section available for inspection, copying, or transcription by authorized representatives of the MDNR, EPA 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 Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, 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.

(d) Apprentices and trainees.

(1) Apprentices. 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.

(2) Trainees. 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.

(e) 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.

(f) 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.

(g) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses 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.

(h) 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.

(i) 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.

(j) Disputes concerning labor standards. 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 funding recipient(s), MDNR, EPA, the U.S. Department of Labor, or the employees or their representatives.

(k) Certification of eligibility.

(1) 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).

(2) 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).

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

3. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The following clauses shall be inserted in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore 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 (a)(1) of this section, in the sum of $10 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 (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The funding recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(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 (a)(1) through (4) of this section.

(b) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the MDNR and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

4. Compliance Verification

(a) The funding recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence.

(b) The funding recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Funding recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Funding recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The funding recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The funding recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the funding recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Funding recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the funding recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The funding recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 4(b) and (c) above.

(e) Funding recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

Statement of Compliance

(To be submitted with weekly payroll if not using form WH-347)

I hereby certify the following:

1) The payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) 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 Regulations, 29 CFR part 3;

3) 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.

_____ _____

Signature of Contractor or Subcontractor Date

FEDERAL WAGE DETERMINATION

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

DETERMINATION FOR
FEDERAL WAGE RATES

Davis-Bacon Act Requirements

Funding Recipient Requirements

If the funding recipient encounters a unique situation at a site that presents uncertainties regarding Davis Bacon (DB) applicability, the funding recipient must discuss the situation with the MDNR before authorizing work on that site.

The funding recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. The funding recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

While the solicitation remains open, the funding recipient shall monitor www.wdol.gov. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The funding recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the funding recipients may request a finding from the MDNR that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The MDNR will provide a report of its findings to the funding recipient.

If the funding recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the MDNR, at the request of the funding recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The funding recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

If the funding recipient carries out an activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the funding recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

Funding recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a funding recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the funding recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the funding recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The funding recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

The funding recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different

meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

1) The funding recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The funding recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

2) The funding recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the funding recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The funding recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The funding recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

3) The funding recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The funding recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the funding recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The funding recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the funding recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

The funding recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the funding recipient, that is, the entity that receives the grant or loan from the MDNR. As to each payroll copy received, the funding recipient shall provide written confirmation in a form satisfactory to the MDNR indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week.

The funding recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

Appendix A

27th Street & Anderson Avenue Infrastructure Project
McCoy Avenue to 26th Street
CDBG-DR GRANT No. B-13-MS-29-0001/B-12-MT-29-0001

Job Special Provisions

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JOB SPECIAL PROVISION JSP-0400-01
GENERAL JOB SPECIAL PROVISIONS

1.0 COORDINATION OF CONTRACT DOCUMENTS

The contract documents are essential parts of the contract, and a requirement occurring in one shall be as binding as though occurring in all. Contract documents are intended to be complementary and to describe and provide for a complete work. In case of discrepancy among contract documents, the governing ranking will be:

(a) Agreement
(b) Job Special Provisions
(c) General Conditions
(d) Project Specific Drawings
(e) Special Provisions to City of Joplin, Standard Specifications
(f) City of Joplin, Standard Specifications
(g) Standard Drawings
(h) Bid Items or Quantities
(i) All other sections of the contract documents

In case of discrepancies, calculated dimensions will govern over scaled dimensions.

All contractors, including subcontractors, shall not take advantage of any apparent error or omission in the contract documents. If an error or omission is discovered, the engineer shall be notified promptly so corrections and interpretations necessary to fulfill the intent of the contract can be made. A failure to give notice shall render the effects of any error or omission non-compensable and any delay non-excusable.

2.0 CONSTRUCTION SCHEDULE

2.1 SCOPE

After being awarded the contract, the Contractor shall immediately prepare a Critical Path Method (CPM) schedule for approval by the Engineer that will ensure completion of the project within the contract time. This schedule shall be submitted and approved by the Engineer before a Notice to Proceed is issued. No work on this contract shall begin until said schedule is approved. The Engineer reserves the right to adjust the Contractor's schedule to coordinate with any other projects in the same project area.

2.2 GENERAL REQUIREMENTS

A computerized network diagram shall be included in the CPM schedule and shall serve as the 'Master Construction Schedule' for the Project, giving mathematical analysis (printout) of that network, which verifies and validates logic and planning and defines critical path. The approved schedule shall be kept on site with the superintendent and reviewed with Subcontractors each week. The CPM schedule shall be utilized for planning, organizing, and directing the work, for reporting progress, and requesting payment for work completed. The schedule shall be reviewed each week as part of the progress meeting. Abbreviations used in CPM schedules shall be clearly explained in a legend of symbols, either separate or attached.

2.3 SCHEDULE REQUIREMENTS

The CPM schedule shall clearly show sequential interdependencies, with activity duration and float clearly represented. Sequence(s) of activities with no float shall be clearly identified as Critical Path(s). The scheduling system shall be capable of baseline comparison analysis. Upon development and approval of the schedule, the Contractor shall 'freeze' the initial schedule as the baseline schedule. As work progresses, Contractor shall provide graphics displaying actual progress bars versus baseline or target bars. Activity durations shall be in calendar days.

The CPM schedule shall include pre-construction tasks, construction tasks (bid items), shop drawing submittal and approval process, material and equipment ordering and delivery, submittal of as-built drawings, clean up and punchlist, inspection coordination activities, utility relocation, final inspection and certificate of completion, and final payment. Submittal activities shall be scheduled to allow sufficient time for materials and equipment to be procured and installed, even if the submittal is unacceptable and resubmittal is required. The CPM schedule shall reflect anticipated delays, such as weather delays.

Contractor shall submit the initial schedule, complete revisions, and periodic reports in three hard copies, one reproducible and two prints or plots, and one copy digitally on CD or DVD. This schedule shall include the completed network program consisting of a GANTT chart and mathematical analysis within 10 days of the executed contract. Allow 5 days for the Engineer to review. Contractor shall submit the schedule of submittal activities extracted from the master schedule within 10 days after receipt of Notice to Proceed. During the preparation period, Contractor shall review this information with the Engineer.

Submittals to the Engineer of initial and monthly CPM schedule charts shall include three sets of all reports as outlined below. Plots shall be color, blueline, printed or photocopied prints and, if segmentally generated, fully assembled. Highlight the critical path when the critical path is not clearly defined.

The Contractor will participate in the Engineer's review and evaluation of submitted network diagrams and mathematical analysis of diagrams. Resubmit revisions necessary resulting from the review within 5 days after the review. Contractor and major Subcontractors shall review the network CPM schedule before final submittal.

2.4 REPORT FORMATS

Standard set of reports submitted each month including initial submittals shall consist of a GANTT chart of entire project. Progress bar chart shall include target or baseline comparison bars. Bar positions shall be early start/early finish with float clearly defined. GANTT charts shall include a tabulation of each activity. For each activity on the GANTT charts furnish the following:

- Initial/submittal schedule shall include a list of responsible contractors and suppliers, task description, duration, start date, end date, latest start date, latest end date, total slack or float time in calendar days and current schedule bar in Gantt view.

- Progress schedule updates shall include a list of responsible contractors and suppliers, task description, duration, actual start date, actual finish date, percentage completion, remaining duration in calendar days and current schedule bar in Gantt view.

Graphics outlined above shall comply with the following criteria unless noted otherwise:

2.4.1 Sheet size of diagram shall be 11 by 17 inches minimum and time scaled in month as the major timescale and weeks as the minor timescale unless approved otherwise.

2.4.2 On each page include a title block containing the following minimum information;

a. Project Name
b. Project Number
c. Contractor's Business Name
d. Date of Submittal and Revision (The Date shown must clearly show the current preparation date and separately the revision date of the current schedule - this is a hard date entered and not an auto or status date)
e. Submit a separate Legend Page of Symbols and Abbreviations as applicable.

2.4.3 Prepare and submit to the City Engineer upon request additional charts, reports, and current digital copy of the project schedule.

2.5 CPM SCHEDULE IMPLEMENTATION AND MONITORING

Monthly CPM schedule charts and reports shall accompany the Contractor's pay request for work completed. Where the Contractor is shown to be behind schedule, provide accompanying written summary, cause, and explanation of planned remedial action. CPM schedules shall reflect those instances, modifications or other alterations to the schedule, which have an impact on the final completion or interim target dates within the schedule. Payments or portions of payments may be withheld by the City Engineer, upon failure to maintain scheduled progress of the work as shown on the approved CPM schedule. Failure to prepare, submit and maintain a CPM schedule as specified shall be cause for rejection of other schedules submitted and for possible delay of payment. Float time belongs to the project, not to the Contractor or to the Engineer, and may be utilized by both parties.

2.6 SCHEDULE CHANGES AND UPDATES

At a minimum the Contractor shall update and submit the CPM Schedule for review weekly. A weekly update is required unless agreed upon by the Engineer. Monthly submittal of the CPM schedule and approval by the Engineer is required

prior to payment for work completed. Activities added to the CPM schedule shall be submitted by the Contractor on schedule charts. It is the Engineer's intent that the project be managed and operated according to the CPM schedule. Payment requests may be held up until the CPM schedule is brought back into compliance with the contract documents.

Once the CPM schedule is submitted and approved by the Engineer the Contractor shall identify any modifications to activity durations, logic, values, or descriptions and resubmit for approval. Such adjustments shall not impact the contracted completion date.

2.7 MEASUREMENT AND PAYMENT

No measurement or payment will be made for this item. This item shall be subsidiary to other bid items.

3.0 UTILITY COORDINATION

3.1 SCOPE

It shall be the duty of the Contractor to notify the serving utility companies of pending construction operations and the schedule of same, prior to any work being done on this project. The utility companies will relocate and adjust their own facilities at no cost to the Contractor, except for sanitary and storm sewers. The Contractor shall be responsible for the adjustment and protection of all sanitary and storm sewer facilities. Some minor grading and backfill work may be required of the Contractor at locations of utility adjustments. This work shall be considered subsidiary to other items of work.

The Contractor shall be responsible for holding periodic utility meetings with the City, the Engineer, and utility companies during the relocation of utility lines. The frequency of meetings will initially be bi-weekly (or more frequently if necessary) and then, as relocation work begins to diminish, will be held more infrequently. The Contractor shall keep minutes of the meetings and send copies to all those in attendance.

3.1.1 STATUS OF UTILITIES

No utility conflicts are anticipated within the scope of this project.

3.2 MEASUREMENT AND PAYMENT

This work shall be considered subsidiary to other items of work.

4.0 NOTIFICATION OF PROPERTY OWNERS

The Contractor shall provide advance notification to the adjacent property owners on all phases of the operations within the entire project boundary. If the contractor requests a modification to the traffic control plans, any additional phases added will be subject to these requirements. Informational door hangers shall include, at a minimum, the planned schedule with start and stop dates for said work.

At a minimum, the following notifications in the form of informational door hangers shall be placed on main entry doors of each resident by the contractor:

a. One week prior to the beginning of a major traffic control phase change within the project boundary.
b. Two weeks prior to beginning construction activities in front of the residence.
c. Two weeks prior, and 48 hours prior, to any construction activity that

restricts the use of driveways or any other access to the residence.

In lieu of item “a” above and with the approval of the Engineer, the Contractor may create a website that provides advance notification of major traffic control phase changes to the residents. The website address shall be distributed on door hangers to all residents one week prior to starting construction with a description of the intent of the website.

Direct verbal notification with the resident by the contractor is required immediately prior to removal of access to any residence. Time shall be allowed by the contractor for the resident to remove all vehicles and equipment on their property prior to driveway removal.

5.0 NOTIFICATION OF SERVICE PROVIDERS

The Contractor shall provide advance notification to all local emergency operation providers including but not limited to Fire, Police, and Ambulance 48 hours prior to any disruption to traffic flow or access.

The Contractor shall provide advance notification to all public local service providers including but not limited to school bus, post office, and solid waste removal 48 hours prior to any disruption to traffic flow or access.

The Contractor shall coordinate with the property owner and the solid waste removal service provider to determine when impacts to waste removal will occur within the construction zone. When impacts to waste removal occur within the construction zone the contractor shall move the waste containers to the edge of the construction zone where the service provider can access them. If a resident has set out a bulky item for waste removal the contractor shall contact the service provider for instructions. The contractor shall acquire the current Joplin Residential Trash Collection Map from the Engineer.

JOB SPECIAL PROVISION JSP-0400-03
MOBILIZATION

1.0 SCOPE

This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and the establishment of all offices, buildings and other facilities necessary for work on the project, except as provided in the contract as separate pay items. This work includes other work and costs incurred before the project starts.

All equipment used by the Contractor having metal tracks shall not be driven over City streets other than those streets being constructed. Such equipment must be transported from one work area to the next work area.

Observe legal load restrictions when operating equipment, hauling equipment, or hauling materials on public roads; newly constructed/reconstructed base, pavement, and structures; and any existing base, pavement or structures that will remain in place. The contractor shall assume responsibility for changes in legal load restrictions that occur after the project was let. Obtain the Engineer's written approval and a special permit to exceed legal load restrictions on the City street system and on newly constructed/reconstructed portions of the project.

Protect roadways and structures within project limits from damage. Observe curing periods before operating equipment or hauling loads on newly constructed pavement, reconstructed pavement, or structures. Do not haul loads of any size on pavement base, except when operations require equipment on pavement base to place material. The Contractor shall assume all responsibility for damages to roadways and structures caused by the Contractor from operating equipment or hauling loads.

2.0 MEASUREMENT AND PAYMENT

Partial payments for "Mobilization" will be at the contract lump sum price in accordance with the following schedule. Each partial payment will be the lesser of either 25 percent of the remaining contract lump sum price for the item of mobilization or 2.5 percent of the original contract price. The term "original contract price" will be construed as the total dollar value of the construction items of the original contract.

a) The first partial payment will be made when five percent of the original contract amount is earned.
b) The second partial payment will be made when ten percent of the original contract amount is earned.
c) The third partial payment will be made when 25 percent of the original contract amount is earned.
d) The fourth partial payment will be made when 50 percent of the original contract amount is earned.
e) When the engineer has accepted the contract for maintenance, any amount bid for mobilization exceeding ten percent of the original contract price, will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

JOB SPECIAL PROVISION JSP-1000-01
EROSION AND SEDIMENT CONTROL

1.0 SCOPE

This work shall include all measures necessary including, but not limited to, the installation, maintenance and removal of temporary erosion and pollution control as required during the construction of the project to prevent erosion and pollution on the project in accordance with federal, state, and City of Joplin requirements. The contractor shall utilize and comply with all requirement of the City of Joplin's Land Disturbance Storm Water Pollution Prevention Plan (SWPPP). All erosion and sediment control plans shall be incorporated in the SWPPP. Contractor shall maintain the SWPPP throughout the project and complete the required documentation until the site is stabilized and accepted by the Engineer.

Erosion control plans represent the least possible protection for the project. It is anticipated that additional BMP's will be required to complete the project. All BMP's show on the plans and those additional BMP's required to complete the project shall be subsidiary to erosion and sediment control.

The contractor shall be responsible for all fines associated with failure to comply with the City of Joplin, General Operating Permit, and Land Disturbance Storm Water Pollution Prevention Plan (SWPPP)

2.0 MEASUREMENT

No separate measurement will be made for erosion and sediment control.

3.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to complete erosion and sediment control shall be paid for as "Erosion and Sediment Control" at the contract lump sum price. No separate payment will be made for individual BMP's required for the project.

JOB SPECIAL PROVISION JSP-1100-01
DEMOLITION

1.0 SCOPE

Demolition and Removals shall be in accordance with Section 1100 of the current approved City of Joplin, Standard Specifications, except as modified by this Job Special Provision.

2.0 CONSTRUCTION

In addition to all other items identified as demolition, the contractor shall remove any miscellaneous items necessary to complete the project.

3.0 MEASUREMENT

No separate measurement will be made for demolition and removals.

4.0 PAYMENT

Payment for “Demolition and Removals” shall be at the contract lump sum price and shall include the cost of furnishing all labor, equipment, disposal fees, tools, and materials, and the performance of all work necessary to complete demolition.

JOB SPECIAL PROVISION JSP-1200-01
CONTAMINATED MATERIALS

1.0 SCOPE

This work shall include all measures necessary for disposal of materials contaminated by heavy metals on the project in accordance with federal, state, City of Joplin requirements, and as directed by the Engineer, except as modified by this Job Special Provision. The contractor shall utilize and comply with all requirements of the City of Joplin's standard operating procedures.

2.0 CONSTRUCTION REQUIREMENTS

Unit Prices shall only include those additional costs associated with hauling contaminated materials beyond the distance the contractor is disposing of excess, or unsuitable, materials. Only contaminated soils and chat shall be placed in the repository, no demolition materials shall be paid for under contaminated material removal.

The removal and backfill of contaminated materials shall be paid for as "Removal of Unsuitable Material", and "Backfill of Unsuitable Material" in accordance with the City Standards and Specifications.

3.0 MEASUREMENT

Contaminated Materials quantities shown on the bid form are estimated.

Measurements of contaminated materials shall be made by loose cubic yards. At the beginning of the project, the contractor and engineer shall agree upon the quantity of contaminated material to be placed in a truck. Measurements shall be made by averaging bucket counts of the excavation equipment and measurement of the truck bed volume after leveling off a filled truck.

4.0 PAYMENT

The cost of furnishing all labor, equipment, disposal fees, and the performance of all work necessary for additional hauling of "Contaminated Materials" will be paid for at the contract unit price per cubic yard.

LAND DISTURBANCE
STORM WATER POLLUTION
PREVENTION PLAN
(SWPPP)

FOR
EARTHWORK CONSTRUCTION OF:

CITY OF JOPLIN
JOPLIN, MISSOURI

Prepared for:
CITY OF JOPLIN, MISSOURI

Original SWPPP Template Prepared
July 2009

Original SWPPP Template Prepared by:
ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers
Joplin, Missouri

LAND DISTURBANCE
STORM WATER POLLUTION
PREVENTION PLAN
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FOR CONSTRUCTION OF:

Prepared for

CITY OF JOPLIN, MISSOURI

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ALLGEIER, MARTIN and ASSOCIATES, INC.
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Joplin, Missouri

STORM WATER POLLUTION PREVENTION PLAN
(SWPPP)
FOR
LAND DISTURBANCE CONSTRUCTION OF:

_____

FOR THE
CITY OF JOPLIN
JASPER/NEWTON COUNTY
JOPLIN, MISSOURI

I. SITE DESCRIPTION

Project Location – The project location governed by this SWPPP is: _____
_____
Located in the City of Joplin, Missouri. The number and location of outfalls are:_____
_____
_____
The receiving stream/streams are:_____

Project Owner – CITY OF JOPLIN
602 S Main Street
Joplin, Missouri, 64801

Site Area = The total project area is comprised of approximately _____acres.

Proposed disturbed area = Approximately _____ acres.

Site Runoff Coefficients, C
Prior to Proposed Construction & Improvements = _____
Estimated Weighted Average After Improvements = _____

The site earthwork construction activities for the _____
project will consist of:_____
_____
_____
_____
Final grading and the preparation of the seedbed for vegetative restoration will follow these activities.

Prior to, and/or in conjunction with, the establishment of the construction site entrance and access roads will be the placement of the filter fabric silt fencing and/or straw bale barriers (as required) down gradient of those areas of vegetation and root zone disturbance activities. In addition, any areas of the site that pose a potential for off-site migration of sediment shall be protected with whatever means necessary to prevent sediment from leaving the site, as site-specific conditions may require. Inspection and maintenance of the filter fabric silt fences, any straw bale barriers and /or straw wattles, vegetated buffer areas, and any other Best Management Practices (BMPs) shall continue throughout the term of the project until a permanent vegetative cover is re-established (as defined) and the Notice of Termination (NOT) of the permit is received from the Missouri Department of Natural Resources (MDNR). Care shall be exercised to limit the disturbance of current vegetated areas to the smallest amount possible for the planned development of the site.

II. SEQUENCE OF CONSTRUCTION ACTIVITIES

The area of the proposed project will be excavated, graded, and constructed, per the plans and specifications. Prior to the initial soil disturbance activities, the installation of the temporary BMPs including installation of the filter fabric silt fencing, and any straw bale barriers (as may be required), will be installed at the location shown on the SWPPP drawing prior to major soil disturbance activities for storm water runoff sediment control, and to retain sediment on the site and out of the drainage structures and streams. Additional Temporary BMPs shall be installed, including, but not limited to, additional silt fencing, straw bale barriers and/or straw wattles, or possible check dams as site-specific conditions may require.

The proposed general sequence of construction activities for the project is as follows:

1. Establish the construction entrance/exit drive at the site with the location(s) to be determined by the contractor. Stabilize and maintain the construction entrance/exit drive with a minimum 50 ft long, minimum 6" thick layer of 3" to 5" clean, washed and graded, crushed rock, placed over a geotextile filter material, for control of vehicle tracking of sediments off-site and on to the public roadways as shown on the SWPPP drawing.

2. Removal of any trees as needed for the earthwork construction activities. Soil disturbances shall be minimized during this process.

3. Placement of filter fabric silt fencing, and/or straw bale barriers/straw wattles, as required, at the locations shown on the SWPPP drawing, and any other additional areas where site conditions may require to prevent erosion and sediment losses with storm water runoff from the site during the earthwork activities. Installation of these items shall be accomplished prior to, and during the turf and soil disruptions caused by the excavation, filling, grading and construction activities.

4. Clear and grub all areas as required for the earthwork construction of the site in preparation for the project, as shown on the construction drawings. Existing vegetation will be preserved wherever practical. Filter fabric silt fencing shall be installed at the locations shown on the SWPPP drawing prior to the initiation of earthwork construction of the site.

5. Project Construction.

6. Following seedbed preparation of disturbed areas, apply seed, fertilize, mulch, etc. in areas where final construction has been completed, and maintain until permanent vegetation is re-established per this SWPPP, and in compliance with the conditions of the Storm Water Discharge General Permit issued by the MDNR.

7. Temporary seeding and mulching of disturbed areas shall be performed, as necessary, to prevent erosion and sediment loss during the construction activities prior to permanent seeding of the disturbed areas.

All additional construction activities to be completed during this project are as follows:

_____

_____

_____

_____

_____

Best Management Practices (BMPs) including establishment of the rock stabilized construction equipment entrance/exit, placement of filter fabric silt fence, any straw bale silt barriers, temporary seeding and any other measures to prevent erosion of the soils and sediment movement off-site shall be implemented prior to the land disturbance activities. Inspection, maintenance, repair, and upkeep of all BMPs throughout the construction project to achieve compliance with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit issued by the MDNR, and this SWPPP is, and will be, considered a major concern and part of the project. All conditions of the NPDES permit and this SWPPP shall be strictly adhered to throughout the project, as required.

III. POLLUTION CONTROL – BEST MANAGEMENT PRACTICES (BMPs)

1. Erosion and Sediment Abatement Control

A. Soil Stabilization Practices

1) Temporary Practices: Topsoil stockpiles and areas of the site where daily construction activities will temporarily cease for longer than 21 days will be stabilized using silt fencing, or covered to prevent erosion within 14 days. The contractor shall cause the location of topsoil stockpile to be noted and indicated on the SWPPP drawing.

2) Permanent Restoration: Disturbed portions of the site area affected by the construction shall be seeded for permanent vegetative restoration of turf per the contract plans and specifications or this SWPPP. All areas disturbed during construction shall be fertilized, seeded, and mulched.

Seeding/Fertilizer/Mulch – Light disking or other similar means shall properly prepare seedbeds. Disturbed portions of the site area affected by the improvements shall be seeded for vegetative restoration of turf per the specifications, or as follows. All areas disturbed during construction shall be fertilized, seeded, and mulched. Seed shall be as called for in the specifications, or a mixture of eighty percent (80%) K31 Fescue, fifteen percent (15%) Korean Lespedeza, and five percent (5%) wheat by weight applied at the rate of 130 pounds of seed mix per acre. Seed shall be applied by drilling or by broadcast application. Broadcast applications shall be lightly disked and rolled immediately following application of the seed. In either method, the seed shall be planted to the proper depth. Fertilizer shall be as called for in the specifications, or a commercial fertilizer, having an analysis of 12-12-12 (12 percent nitrogen, 12 percent phosphorous, and 12 percent potassium). Fertilizer shall be applied evenly and incorporated into the soil at the rate as called for in the specifications, or 20 pounds per 1,000 square feet, or per the manufactures instructions. The vegetative mulch shall be the cereal straw from oats, rye, wheat, or barley. The straw shall be free of prohibited weed seeds, as applicable under state seed law, and shall be relatively free of other noxious and undesirable seeds. The straw shall be clean and bright, relatively free of foreign material and applied at the rate of 2-1/2 tons per acre, or as called for in the specifications. The operation of seeding and mulch cover placement shall be accomplished not later than 14 days from the date final construction activities cease.

Erosion Control Mat – Biodegradable erosion control mats shall be installed (as needed) along steeper slopes, bottom of ditches, and elsewhere if shown on the SWPPP drawing and/or as needed, or as directed by the Resident Project Representative in accordance with the manufacturer's instructions. The mats shall be constructed with straw or recycled cellulose products and strengthened with a netting of polypropylene or natural fibers. Mats shall have a recommended life of at least ten months. Contractor shall apply fresh seed at above stated fescue seed mix rate prior to placement of the erosion control mats.

Slopes and seedbed areas shall be properly prepared, fertilized and seeded prior to installation of the mats. Mats shall be anchored with hardwood or biodegradable pins in accordance with the manufacturer's recommendations. (* Staple Pattern B minimum) Metal pins are not acceptable and shall not be used.

Erosion control mats shall be S150BN manufactured by North American Green or an approved equal.

B. Structural Element Practices

1) Filter Fabric Silt Fence: Temporary filter fabric silt fencing shall be installed along and downgradient of the disturbed areas as shown on the SWPPP drawing and in additional areas as needed, prior to and in conjunction with the construction of the improvements. The placement of the silt fencing shall be effective in the prevention of major sediment movement from the site. All filter fabric silt fencing shall be maintained throughout the construction and until final vegetation is restored, and Notice of Termination of the permit is received.

2) Straw Bale Barrier: Temporary straw bale barriers shall be strategically placed at the site as shown on the SWPPP drawing and at additional locations as necessary according to site specific terrain requirements, as a control measure to contain and prevent major sediment runoff from the project site as needed.

3) The construction entrance/exit drive shall be rock stabilized with a minimum 6" thick, 3" to 5" crushed rock over a geotextile filter material to prevent construction vehicles from transporting, tracking and/or dropping mud and/or sediment onto the public road as needed. Any and all other established entrance/exit roads on/site shall be kept clear and clean of any and all sediment to prevent tracking to public roads. This may require daily sweeping.

A descriptive reference for the proper installation of the filter fabric silt fences, straw bale barriers, and the construction entrance/exit is provided in the Appendices and on the drawing of this SWPPP.

2. Waste Disposal

A. Construction Waste/Trash/Solid Waste – Any and all waste materials (except hazardous waste–see paragraph III.2.B. below) generated during the project will be collected as needed and removed from the site daily or placed and stored in a metal dumpster rented from a solid waste management company licensed to operate in the City of Joplin or owned by the contractor or the owner. The dumpster(s) shall meet all local and State solid waste management regulations. The contractor shall cause the location of solid waste containers placed on the site to be noted and indicated on the SWPPP drawing. All trash and construction debris from the site will be deposited in the dumpster(s) as appropriate. The dumpster(s) will be emptied approximately once per week, or more often if necessary. No construction waste materials will be buried on site. All brush, trees and refuse shall be removed or disposed of by burning (if permitted). Open burning of tree trunks, tree limbs, and vegetation from land clearing operations is allowed only in the outstate area of Missouri if the burning takes place outside the city limits of any incorporated area or municipality. Materials such as tires or waste oil may not be used to start the fires or be burned in the fires. Missouri State Regulations prohibit open burning of any waste generated by a business, trade, industry, or any demolition operation including, but not limited to paper, cardboard boxes, pallets, tires, rubber products, hazardous materials, styrofoam, plastics, petroleum products, treated wood and any asbestos-containing material. Any burning operations shall be in strict compliance with the requirements of all applicable statutes and regulations. Prior to conducting any open burning, the contractor shall contact the appropriate city or county of jurisdiction for any local restrictions or permit requirements. Burning operations shall not constitute a nuisance to persons living nearby, shall be kept away from all property lines and at least 200 yards from the nearest inhabited dwelling, as well as transmission and distribution lines and shall be carefully controlled to prevent any damage to adjacent properties and facilities. Burn pit refuse shall be cleaned out and disposed of off-site. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted on site, as necessary. The contractor shall cause any and all burning locations to be shown on the SWPPP drawing.

B. Hazardous Waste – Any and all hazardous waste materials will be disposed of in the manner specified by local, state and/or federal regulations, or per instructions by the manufacturer. Site personnel will be instructed in these practices, and the individual who manages day-to-day site operations will be responsible for seeing that these practices are followed.

C. Sanitary Waste – The General Contractor is responsible for providing sanitary facilities on the site, as needed, should use of any permanent facilities not be available. The contractor shall cause the location of portable toilet facilities placed on the site to be noted and indicated on the SWPPP drawing. All sanitary waste will be collected from the portable units (if provided) a minimum of one time per week (or as needed) by a licensed sanitary waste management contractor, or as required by local regulation and disposed of only in locations having a State permit.

3. Offsite Vehicle Tracking

A stabilized construction site entrance/exit will be established and maintained to help reduce tracking of any sediment off-site and onto the adjacent and adjoining roadways. Care shall be taken to ensure that adequate rock aggregate is in place at all times at the entrance to minimize offsite tracking as discussed above in Section III.1.B.3 of this SWPPP.

IV. MAINTENANCE/INSPECTION PROCEDURES

1. Inspection Schedule

A. All control measures **SHALL** be inspected at least once a week, or as required by the issued storm water discharge permit, prior to a known major storm event, and within a reasonable time, not to exceed 24 hours, following any storm event of 0.5 inches or greater. The contractor is responsible for completing all inspection and maintenance forms, and providing same to the owner.

2. Maintenance of Sediment Control Measures

A. All storm water runoff sediment control measures will be maintained in good working order. Maintenance and repair (if necessary) shall be initiated within 24 hours of being reported.

B. Sediment built up shall be removed from the filter fabric silt fence barriers when it has reached one-third the height of the barrier or sooner.

C. All filter fabric silt fences will be inspected for depth of sediment and for fabric tears and to ensure the fabric is securely attached to the fence posts, and that the fence posts are firmly in the ground.

D. Any and all earthen berms and sedimentation basin dams shall be inspected for damage and erosion and repaired if necessary.

E. Any and all vegetation/rock check dams shall be replenished or replaced when the void space has become filled with silt and sediment to the point it is no longer functional.

F. Straw bales shall be inspected for damage and anchor integrity and replaced and/or re-anchored, if necessary. Sediment built up shall be removed from the straw bale barriers when it has reached one-third the height of the barrier or sooner, as required.

G. All temporary seeding shall be inspected for bare spots, washouts, and healthy growth. Re-seeding will be accomplished as necessary.

H. A maintenance inspection report shall be completed during each inspection. A copy of the inspection and report forms to be completed by the inspector is included in the Appendix.

I. The contractor will be responsible for inspections, completion of the inspection and maintenance reports, and all maintenance and repair activities. The contractor shall provide the owner with copies of all required reports in a timely manner.

J. The contractor shall name an individual as the Environmental Manager for the site for inspection and maintenance responsibilities. The individual shall be trained and knowledgeable in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls (BMPs) used on the site in good working order. The contractor shall cause the name of the Environmental Manager to be to be noted and indicated in the space provided on the SWPPP drawing.

3. Non-Storm Water Discharges

A. It is expected the following non-storm water discharges may occur from the site.

1) Wash waters from construction equipment and finished pavement (where no spills or leaks of toxic or hazardous materials have occurred.)
2) Water sprinkling for dust control.

V. SPILL PREVENTION - SITE MANAGEMENT BMPs/MMPs

The following are the material management practices (MMPs) that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

1. Good Housekeeping Practices

A. The contractor shall make a concerted effort to store only enough of each product on site required to do the job. The contractor shall cause the location of storage areas on the site to be noted and indicated on the SWPPP drawing.

B. Any and all materials stored on site will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a cover or other enclosure for protection from precipitation and located away from drainage courses and low areas.

C. Any and all materials and products will be stored and maintained in their original containers with the original manufacturer's label.

D. Substances will not be mixed with one another unless recommended by the manufacturer.

E. Whenever possible, all of a product will be used up before disposing of the container.

F. Manufacturers' recommendations for proper use and disposal will be followed at all times for all materials and products.

G. The contractors' site superintendent, or his designated appointee, will visually inspect the job site daily to ensure proper use and/or disposal of all materials on site.

2. Hazardous Products - Storage, Handling, Use, & Disposal Practices

The contractor shall cause the location of any and all hazardous materials/hazardous products placed on the site to be noted and indicated on the SWPPP drawing. These practices are used to reduce the risks associated with hazardous materials:

A. Any and all products will be kept in original containers unless they are not re-sealable. Otherwise they should be transferred to re-sealable containers for storage and properly marked, indicating the contents.

B. Original labels and material safety data sheets (MSDSs) will be retained on site, as they contain important product information.

C. If surplus product must be disposed of, manufacturers' and local, state and/or federal recommended methods for proper disposal will be followed.

D. Fuels, oils, lubricants, solvents, or other hazardous materials shall NOT be disposed of on the site. All hazardous material must be properly stored, used and disposed in accordance with State and Federal laws and regulations. Drip pans will be provided for any valves on storage containers, as appropriate. For further guidance, contact MDNR at 1-800-361-4827.

3. Product Specific Practices

The following product specific practices will be followed on site:

A. Petroleum Products - All on-site vehicles and equipment will be monitored for leaks, and will receive regular preventive maintenance to reduce the chance of leakage. Any and all petroleum products on site will be stored in tightly sealed containers that are clearly labeled and provided with drip pans, if appropriate. Any asphalt substances used on site will be applied according to the manufacturer's recommendations. Any fuel storage tanks located on-site shall be provided with adequate secondary containment. Drip pans will be provided for all valves. If greater than 1320 gallons of oil is stored on the site, the contractor is responsible for providing and maintaining a SPCC (Spill Prevention, Control, and Countermeasures) plan on site. The contractor shall cause the location of any petroleum product storage areas on the site to be noted and indicated on the SWPPP drawing.

B. Fertilizers - Fertilizers will be applied only in the minimum amounts previously stated. Once applied, fertilizer will be worked into the soil to limit exposure to storm water. Storage of fertilized will be inside or under cover. The contents of any partially used bags of fertilizer will be transferred to a properly labeled, sealable plastic bin or container to avoid spills. The contractor shall cause the location of any fertilizer product storage area on the site to be noted and indicated on the SWPPP drawing.

C. Paints/Solvents/Cleaning Compounds, Etc. - All containers will be tightly sealed and stored when not required for use. Drip pans will be provided, if appropriate. Excess materials will NOT be disposed or dumped on site, but will be properly disposed of according to manufacturer's instructions and/or Federal, State, and local regulations. The contractor shall cause the location of any paints/solvents/cleaning compounds, etc. storage areas on the site to be noted and indicated on the SWPPP drawing.

D. Concrete Trucks - Concrete trucks shall be allowed to wash out only in locations where the discharge will remain on-site, and in a manner that prevents contact with storm water runoff. It is not permissible to discharge concrete truck washout directly to streams or storm drains.

E. Mud/Sediment Offsite Tracking - Only the designated entrance(s) shall be used for contractor access to, and exit from, the site. The General Contractor will be responsible for keeping all mud and off-site tracking cleaned from the adjoining public road, on a daily basis if needed.

4. Spill Control Practices

The contractor is responsible for providing and maintaining a SPCC (Spill Prevention Control and Countermeasures) plan on site, as required by the regulations at 40 CFR 112. In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

A. Manufacturer's recommended methods for spill cleanup will be clearly posted, and site personnel will be made aware of the procedures and the location of the information and cleanup supplies. Refer to manufacturer's MSDSs.

B. Materials and equipment necessary for spill cleanup will be kept in a designated material storage area on site. The contractor shall cause the location of the spill clean up materials and equipment to be noted and indicated on the SWPPP drawing. Spill cleanup equipment and materials will include, but not be limited to, shovels, brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and/or metal trash containers specifically for this purpose, as applicable.

C. All spills will be cleaned up immediately after discovery and properly containerized for proper disposal. Burial on site is not acceptable and shall not be allowed.

D. The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.

E. Reportable quantities for spills of toxic or hazardous material will be promptly reported to the appropriate Federal, State and local government agencies, as required, including the McDonald County Local Emergency Planning Committee (LEPC) and others listed on the enclosed "Spill/Release Information and Reporting Form". Reportable quantities for oil and hazardous substances are found at 40 CFR 110, 117, and 302, and as stated in the Appendix of this plan. When permits are applicable, the permittee or his/her authorized representative is required to notify the MDNR Environmental Emergency Response in accordance with 40 CFR 117 and 40 CFR 302 as soon as they have knowledge of the discharge of any hazardous substance or petroleum product in excess of the reportable quantity. The MDNR emergency spills hot line is 1-573-634-2436. Copies of any and all reporting forms shall be provided to the owner of the project as soon as is practical.

F. The spill prevention, control and countermeasures plan and/or practices will be adjusted to include measures to prevent a spill event of this type from recurring, and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures taken will also be included.

G. The Environmental Manager will also be the spill prevention and cleanup coordinator unless the contractor arranges otherwise. He will designate other site personnel who will receive spill prevention and cleanup training, as required. The names of responsible spill personnel will be posted in the material storage area and in the office trailer on site, if one so exists.

VI. AIR EMISSIONS

1. Burning: Any burning on the site may require a permit from the MDNR. For guidance, contact the MDNR Southwest Regional Office in Springfield at (417) 891-4300 or the MDNR Air Pollution Control Program, Jefferson City at (573) 751-4817. County and/or city ordinances may also apply. It is the responsibility of the contractor to contact these governing bodies for guidance. Refer to Section III.2.A of this SWPPP for additional information relative to open burning at the site. An MDNR fact sheet relative to open burning is included in the Appendix.

2. Dust Control: The contractor is required by State law to control fugitive dust blown from the site. Dust can be minimized by stabilizing areas with mulch as soon as possible. Watering should be provided in unstabilized areas as needed for dust control. Contact MDNR for guidance, as needed, at the numbers listed above.

VII. AMENDING THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

The permittee, CITY OF JOPLIN, and the Contractor shall amend and update the SWPPP, as appropriate, during the term of the land disturbance activities. The permittee/contractor shall amend the SWPPP, at a minimum, whenever the:

1. Design, operation, or maintenance of Best Management Practice (BMP) structures and/or controls is changed or is deemed inadequate in controlling sediment;

2. Design of the construction project is changed that could significantly affect the quality of the storm water discharges;

3. Inspections indicate deficiencies in the SWPPP or any BMP used at the site;

4. MDNR notifies the permittee of deficiencies in the SWPPP;

5. The SWPPP is determined to be ineffective in significantly minimizing or controlling erosion and off-site sedimentation (e.g., there is visual evidence, such as excessive site erosion or excessive sediment deposits in receiving streams);

6. Non-Filterable Residues (NFR) from a storm water outfall exceeds 45 mg/l;

7. Total Settleable Solids from a storm water outfall exceed 2.5 ml/L/hr, unless the disturbed area is defined under, "Applicability to Valuable Resource Water". Settleable Solids from a storm water outfall in areas near Valuable Resource Water shall not exceed 0.5 ml/L/hr, as indicated in the permit issued by MDNR and/or;

8. MDNR determines violations of Water Quality Standards may occur or have occurred.

Based on the results of an inspection, the SWPPP must be modified as necessary to include additional or modified BMPs designed to correct problems identified. Revisions to the SWPPP must be completed within seven (7) calendar days following the inspection. Implementation of these additional or modified BMPs must be accomplished as soon as possible.

VIII. RETENTION OF RECORDS

The permittee, CITY OF JOPLIN, shall retain copies of the SWPPP and all reports required by this permit, and records of all data used to comply with this permit, for a period of at least three years from the date that the site is finally stabilized and the Notice of Termination is received from the MDNR. This period may be extended by request of the Director of MDNR at any time.

The permittee shall retain a copy of the SWPPP from the date of project initiation to the date of final stabilization, as required by the permit (including a copy of the permit), at the construction site (or other local location), and made available upon request by the MDNR Director, or his representative; or other state or local agency approving or inspecting sediment and erosion control plans, grading plans, or storm water management plans to ensure implementation of the SWPPP, or the operator of a municipal separate storm sewer system, if any, receiving discharges from the site; and representatives of the U.S. Fish and Wildlife Service or the National Marine Fisheries Service. The Permittee, or Contractor(s) with day-to-day operational control over SWPPP implementation shall have a copy of the SWPPP on-site or locally available at all times. A copy of the SWPPP, in its entirety, must be made available to the MDNR staff for review and copying at the time of an on-site inspection. All SWPPPs must be signed and certified, as required.

If an on-site location is unavailable to store the SWPPP when no personnel are present, a sign or other notice of the plan's location must be conspicuously posted near the main entrance of the construction site. If not feasible, the notice can be posted in a local public building, or public library. The sign or other notice must contain the following information:

1) A copy of the completed Application, as submitted to the MDNR Water Pollution Control Program; and

2) If the location of the SWPPP or the name and telephone number of the contact person for scheduling SWPPP viewing times has changed, the current location of the SWPPP and the name and telephone number of the person for scheduling viewing times must be stated.

CITY OF JOPLIN

PROJECT NAME: _____

JASPER/NEWTON COUNTY
JOPLIN, MISSOURI
STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

CERTIFICATION

OWNER'S CERTIFICATION

I certify that, being an authorized representative of CITY OF JOPLIN, owner of the site, the information contained herein is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting (if required) false information, including the possibility of fine and imprisonment for knowing violations.

Printed Name:_____

Title:_____

Signature:_____

Date:_____

For: CITY OF JOPLIN
602 S Main Street
Joplin, Missouri, 64801
(417) 624-0820

CONTRACTOR'S CERTIFICATION

I certify under penalty of law, that I, being an authorized representative of the Contractor for the permittee, understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge General Permit issued by the Missouri Department of Natural Resources (MDNR) and this Storm Water Pollution Prevention Plan (SWPPP) and shall comply with all conditions of the SWPPP, and the Permit for authorized Storm Water Discharges Associated with Construction or Land Disturbance Activities as issued by the MDNR Water Pollution Control Program, and that any non-compliance with the general permit constitutes a violation of Chapter 644, Missouri Clean Water Law, and 10 CSR 20-6.200. Non-compliance may result in enforcement action, termination of this authorization, or denial of the permittee's request for renewal.

_____
Printed or Typed Name and Title

_____
Contractor's Representative Signature

_____
Date

For: _____
Contractor Name (Print)

_____
Contractor Address

_____
City/State

_____
Contractor Telephone Number

APPENDICES

A. BMP Examples

Construction Site Entrance/Exit Information

Filter Fabric Silt Fence Example

Straw Bale Barrier Example

Storm Drain Inlet Structure Protection Example

Storm Water Outlet Structure Protection Example

B. Inspection and Maintenance Report Forms and Inspection Log Sheet

C. Weather Information Form

D. Changes Required to the SWPPP

E. List of Stabilized Areas Form

F. Major Grading Activities Report

G. Spill/Release Information and Reporting Form

H. Subcontractor Certification List and Subcontractor Certification Form

I. MDNR Technical Bulletin – Response to Small Fuel Spills

J. MDNR Fact Sheet – Open Burning Under Missouri Regulations

K. Notice of Termination (NOT) Form H

L. City Wide National Pollutant Discharge Elimination System Storm Water Discharge General Permit

M. Drawing (Insert a copy into the back cover of this document)

APPENDIX A

BMP EXAMPLES

CONSTRUCTION SITE ENTRANCE/EXIT INFORMATION

FILTER FABRIC SILT FENCE EXAMPLE

STRAW BALE BARRIER EXAMPLE

STORM DRAIN INLET STRUCTURE PROTECTION EXAMPLE

STORM WATER OUTLET STRUCTURE PROTECTION EXAMPLE

4.3 MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS

Day-to-day site practices can have a major impact on storm water contamination because of their potential for generating sediments. A common problem area is offsite vehicle tracking. Two practices are commonly used for minimizing offsite vehicle tracking of sediments: stabilized construction entrances and construction access road stabilization.

Q. What measures have you taken to prevent offsite vehicle tracking?

Controlling offsite tracking of sediments may require attention at most times when there is vehicle traffic at the construction site. The measures listed here are effective if used properly.

- A stabilized construction entrance and construction road are very effective methods for reducing offsite tracking of mud, dirt, and rocks
- Paved streets adjacent to the site should be swept to remove any excess mud, dirt, or rock tracked from the site
- Deliveries or other traffic should be scheduled at a time when you will have personnel available to provide cleanup if it is required.

4.3.1 Construction Road Stabilization

What Is It

A stabilized construction road is a road built to provide a means for construction vehicles to move around the site without causing significant erosion. A stabilized construction road is designed to be well drained so that water does not puddle or flood the road during wet weather. It typically will have a swale along one or both sides of the road to collect and carry away runoff. Stabilized construction roads should be have a layer of crushed stone or gravel which will cover and protect the soil below from erosion.

When and Where to Use It

A stabilized construction road should be installed in a disturbed area where there will be a high volume of construction traffic expected. A construction road should be stabilized at the beginning of construction and maintained throughout construction. Construction parking areas should be stabilized as well as the roads. A stabilized construction road should not be located in a cut or fill area until after grading has been performed.

What to Consider

Stabilized construction roads should be built to conform to the site grades; this will require a minimum amount of cut and fill. They should also be designed so that the side slopes and road grades are not excessively steep. Construction roads should not be constructed in areas which are wet, or on highly erodible soils.

Advantages of Construction Road Stabilization
• Reduces the amount of erosion, dust, and tracking of soil off of the site • Provides an effective way for vehicles to move around the construction site, even during wet weather
Disadvantages of Construction Road Stabilization
• Can be expensive • May require maintenance to replace gravel or repair ruts

4.3.2 Stabilized Construction Entrance

What Is It

A stabilized construction entrance is a portion of the construction road which is constructed with filter fabric and large stone. The primary purpose of a stabilized construction entrance is to reduce the amount of soil tracked off of the construction site by vehicles leaving the site. The rough surface of the stone will shake and pull the soil off of the vehicles tires as it drives over the entrance. The stone will also reduce erosion and rutting on the portion of the road where it is installed by protecting the soil below. The filter fabric separates the stone from the soil below, preventing the large stone from being ground into the soil. The fabric also reduces the amount of rutting caused by the vehicle tires by spreading the weight of the vehicles over a larger soil area than just the tire width.

When and Where to Use It

A stabilized construction entrance should be installed at every point where traffic leaves or enters a disturbed area before construction begins on the site. Typically, stabilized construction entrances are installed at the locations where the construction traffic enters or leaves an existing paved road; however, a stabilized construction entrance should not be installed over an existing pavement (except for a slight overlap as shown in Figure 4.1). Where the construction will require a permanent access road or driveway, it is recommended that a stabilized construction entrance be installed in this location prior to the permanent pavement.

What to Consider

Stabilized construction entrances should be wide enough and long enough so that the largest construction vehicle will fit in the entrance with room to spare. If a large amount of traffic is expected at an entrance, then the stabilized construction entrance should be wide enough to fit two vehicles across with room to spare.

If the stabilized construction entrance has to cross a swale or stream, then a stream crossing should be provided (see page 3-42).

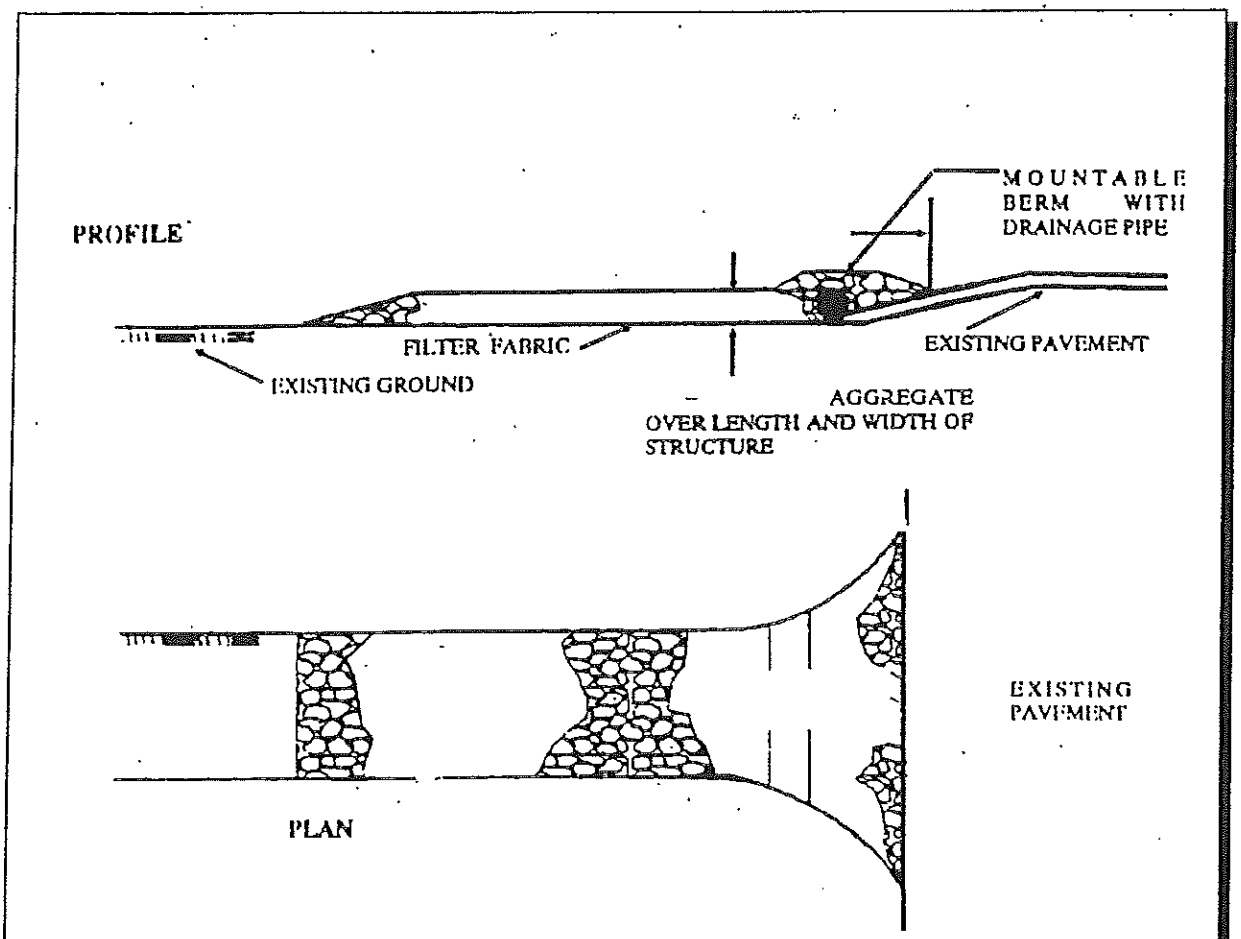


FIGURE 4.1 STABILIZED CONSTRUCTION ENTRANCE
(Modified from Maryland Department of the Environment, 1991)

Stone used for the construction entrance should be large enough so that it is does not get picked up and tracked off of the site by the vehicle traffic. Sharp edged stone should not be used to avoid puncturing tires.

If vehicles will be turning onto the paved road or drive from the stabilized construction entrance, then an apron should be provided as shown above so that vehicles do not go off of the stabilized construction entrance before they leave the site.

The temporary construction entrance may be provided with a vehicle wash rack which drains to a temporary sediment trap or other sediment removing measure. This will allow vehicle tires to be washed prior to leaving the site and ensure that wash water sediments are removed and can be properly disposed of.

Advantages of a Stabilized Construction Entrance
• Is an effective means for reducing the amount of soil tracked off of a construction site • Can improve the appearance of the construction site from the public's point of view
Disadvantages of a Stabilized Construction Entrance
• Only works if it is installed at every location where traffic leaves and enters the site • Cannot always remove all of the soil tracked off of the disturbed areas by vehicles; when soil is tracked onto a road, it should be cleaned up immediately • Stone may have to be added to keep it effective

STABILIZED CONSTRUCTION ENTRANCE

September 1992

Design Criteria

- A Stabilized Construction Entrance (SCE) is appropriate in the following locations:
  - Wherever vehicles are leaving a construction site and enter onto a public road
  - At any unpaved entrance/exit location where there is risk of transporting mud or sediment onto paved roads.
- The width should be at least 10 feet to 12 feet or the as wide as the entire width of the access. At sites where traffic volume is high the entrance should be wide enough for two vehicles to pass safely.
- The length should be between 50 to 75 feet in length.
- Flare the entrance where it meets the existing road to provide a turning radius.
- Runoff from a stabilized construction entrance should drain to a sediment trap or sediment basin.
- Pipe placed under the entrance to handle runoff should be protected with a mountable berm.
- Dust control should be provided in accordance with Section 3.2.1.

Materials

- Crushed stone 2-inches-4-inches in diameter
- Geotextile (filter fabric) with the properties listed in Table 3 below.

TABLE 3. GEOTEXTILE REQUIREMENTS

Physical Property	Requirements
Grab Tensile Strength	220 lbs. (ASTM D1682)
Elongation Failure	60 % (ASTM D1682)
Mullen Burst Strength	430 lbs. (ASTM D3768)
Puncture Strength	125 lbs. (ASTM D751) (modified)
Equivalent Opening	Size 40-80 (US std Sieve) (CW-02215)

Construction Specifications

- Clear all vegetation, roots and all other obstructions in preparation for grading.
- Prior to placing geotextile (filter fabric) make sure that the entrance is properly graded and compacted.

- To reduce maintenance and loss of aggregate place geotextile fabric (filter cloth) over the existing ground before placing the stone for the entrance.
- Stone should be placed to a depth of 6-inches or greater for the entire width and length of the SCE.

Maintenance

- Inspect the measure on a regular basis and after there has been a high volume of traffic or storm event.
- Apply additional stone periodically and when repair is required.
- Immediately remove sediments or any other materials tracked onto the public roadway.
- Ensure that associated sediment control measures are in good working condition.

Cost

- Stabilized construction entrances cost ranges from $1,500 to $5,000 to install.

Sources

- Commonwealth of Virginia - County of Fairfax, 1987. 1987 Check List For Erosion And Sediment Control - Fairfax County, Virginia.
- State of North Carolina, 1988. Erosion and Sediment Control Planning and Design Manual. North Carolina Sedimentation Control Commission, Department of Natural Resources and Community Development.
- Maryland Department of the Environment, 1991. 1991 Maryland Standards And Specifications For Soil Erosion And Sediment Control - Draft.
- Storm Water Management Manual for the Puget Sound Basin. State of Washington, Department of Ecology, 1991.
- Cost Data:
  - Draft Sediment and Erosion Control, An Inventory of Current Practices, April 20, 1990. Prepared by Kamber Engineering for the U.S. Environmental Protection Agency, Office of Water Enforcement and Permits, Washington, D.C. 20460.

Filter Fence

What Is It

A silt fence, also called a "filter fence," is a temporary measure for sedimentation control. It usually consists of posts with filter fabric stretched across the posts and sometimes with a wire support fence. The lower edge of the fence is vertically trenched and covered by backfill. A silt fence is used in small drainage areas to detain sediment. These fences are most effective where there is overland flow (runoff that flows over the surface of the ground as a thin, even layer) or in minor swales or drainageways. They prevent sediment from entering receiving waters. Silt fences are also used to catch wind blown sand and to create an anchor for sand dune creation. Aside from the traditional wooden post and filter fabric method, there are several variations of silt fence installation including silt fence which can be purchased with pockets presewn to accept use of steel fence posts.

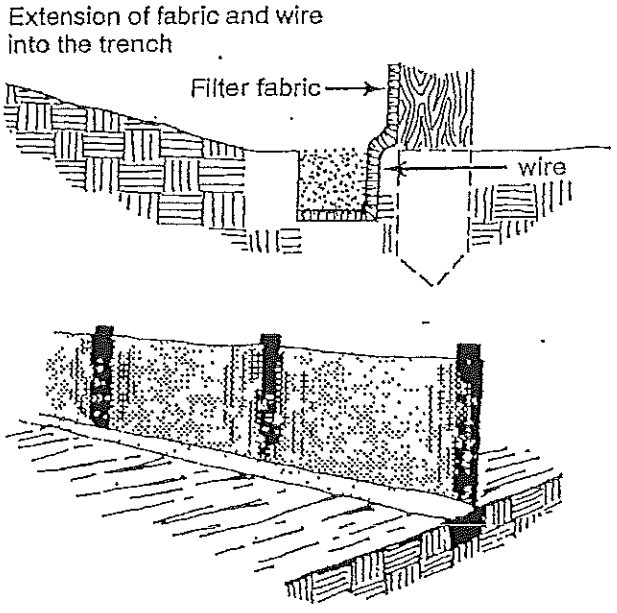


FIGURE 4.20 FILTER FENCE DETAILS
(Modified from State of North Carolina, 1988; and State of Wisconsin, 1988)

When and Where to Use It

A silt fence should be installed prior to major soil disturbance in the drainage area. Such a structure is only appropriate for drainage areas of 1 acre or less with velocities of 0.5 cfs or less (Washington State, 1992). The fence should be placed across the bottom of a slope or minor drainageway along a line of uniform elevation (perpendicular to the direction of flow). It can be used at the outer boundary of the work area. However, the fence does not have to surround the

work area completely. In addition, a silt fence is effective where sheet and rill erosion may be a problem. Silt fences should not be constructed in streams or swales.

What to Consider

A silt fence is not appropriate for a large area or where the flow rate is greater than 0.5 cfs. This type of fence can be more effective than a straw bale barrier if properly installed and maintained. It may be used in combination with other erosion and sediment practices.

The effective life span for a silt fence is approximately 6 months. During this period, the fence requires frequent inspection and prompt maintenance to maintain its effectiveness. Inspect the fence after each rainfall. Check for areas where runoff eroded a channel beneath the fence, or where the fence was caused to sag or collapse by runoff flowing over the top. Remove and properly dispose of sediment when it is one-third to one-half the height of the fence or after each storm.

Advantages of a Filter Fence
• Removes sediments and prevents downstream damage from sediment deposits
• Reduces the speed of runoff flow
• Minimal clearing and grubbing required for installation
• Inexpensive
Disadvantages of a Filter Fence
• May result in failure from improper choice of pore size in the filter fabric or improper installation
• Should not be used in streams
• Is only appropriate for small drainage areas with overland flow
• Frequent inspection and maintenance is necessary to ensure effectiveness

SILT FENCE

September 1992

Design Criteria

- Silt fences are appropriate at the following general locations:
  - Immediately upstream of the point(s) of runoff discharge from a site before flow becomes concentrated (maximum design flow rate should not exceed 0.5 cubic feet per second).
  - Below disturbed areas where runoff may occur in the form of overland flow.
- Ponding should not be allowed behind silt fences since they will collapse under high pressure; the design should provide sufficient outlets to prevent overtopping.
- The drainage area should not exceed 0.25 acre per 100 feet of fence length.
- For slopes between 50:1 and 5:1, the maximum allowable upstream flow path length to the fence is 100 feet; for slopes of 2:1 and steeper, the maximum is 20 feet.
- The maximum upslope grade perpendicular to the fence line should not exceed 1:1.
- Synthetic silt fences should be designed for 6 months of service; burlap is only acceptable for periods of up to 60 days.

Materials

- Synthetic filter fabric should be a pervious sheet of polypropylene, nylon, polyester, or polyethylene yarn conforming to the requirements in Table 1 below.

TABLE 1. SYNTHETIC FILTER FABRIC REQUIREMENTS

Physical Property	Requirements
Filtering Efficiency	75% - 85% (minimum)
Tensile Strength at 20% (maximum) Elongation	Standard Strength - 30 lb/linear inch (minimum)
	Extra Strength - 50 lb/linear inch (minimum)
Slurry Flow Rate	0.3 gal/ft²/min (minimum)

- Synthetic filter fabric should contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0 to 120°F.
- Burlap of 10 ounces per square yard of fabric can also be used.
- The filter fabric should be purchased in a continuous roll to avoid joints.
- While not required, wire fencing may be used as a backing to reinforce standard strength filter fabric. The wire fence (14 gauge minimum) should be at 22-48 inches wide and should have a maximum mesh spacing of 6 inches.
- Posts should be 2-4 feet long and should be composed of either 2" x 2-4" pine (or equivalent) or 1.00 to 1.33 lb/linear ft steel. Steel posts should have projections for fastening wire and fabric to them.

Construction Specifications

- The maximum height of the filter fence should range between 18 and 36 inches above the ground surface (depending on the amount of upslope ponding expected).

- Posts should be spaced 8 to 10 feet apart when a wire mesh support fence is used and no more than 6 feet apart when extra strength filter fabric (without a wire fence) is used. The posts should extend 12 to 30 inches into the ground.
- A trench should be excavated 4 to 8 inches wide and 4 to 12 inches deep along the upslope side of the line of posts.
- If standard strength filter fabric is to be used, the optional wire mesh support fence may be fastened to the upslope side of the posts using 1 inch heavy duty wire staples, tie wires, or hog rings. Extend the wire mesh support to the bottom of the trench. The filter fabric should then be stapled or wired to the fence, and 8 to 20 inches of the fabric should extend into the trench (Figure 1).
- Extra strength filter fabric does not require a wire mesh support fence. Staple or wire the filter fabric directly to the posts and extend 8 to 20 inches of the fabric into the trench (Figure 1).
- Where joints in the fabric are required, the filter cloth should be spliced together only at a support post, with a minimum 6-inch overlap, and securely sealed.
- Do not attach filter fabric to trees.
- Backfill the trench with compacted soil or 0.75 inch minimum diameter gravel placed over the filter fabric.

Maintenance

- Inspect filter fences daily during periods of prolonged rainfall, immediately after each rainfall event, and weekly during periods of no rainfall. Make any required repairs immediately.
- Sediment must be removed when it reaches one-third to one-half the height of the filter fence. Take care to avoid damaging the fence during cleanout.
- Filter fences should not be removed until the upslope area has been permanently stabilized. Any sediment deposits remaining in place after the filter fence has been removed should be dressed to conform with the existing grade, prepared, and seeded.

Cost

- Silt fence installation costs approximately $6.00 per linear foot.

Sources

- Commonwealth of Virginia - County of Fairfax, 1987. 1987 Check List For Erosion And Sediment Control - Fairfax County, Virginia.
- State of North Carolina, 1988. Erosion and Sediment Control Planning and Design Manual. North Carolina Sedimentation Control Commission, Department of Natural Resources and Community Development.
- Maryland Department of the Environment, 1991. 1991 Maryland Standards And Specifications For Soil Erosion And Sediment Control - Draft.

Straw Bale Barrier

What Is It

Straw bales can be used as a temporary sediment barrier. They are placed end to end in a shallow excavated trench (with no gaps in between) and staked into place. If properly installed, they can detain sediment and reduce flow velocity from small drainage areas. A straw bale barrier prevents sediment from leaving the site by trapping the sediment in the barrier while allowing the runoff to pass through. It can also be used to decrease the velocity of sheetflow or channel flows of low-to-moderate levels.

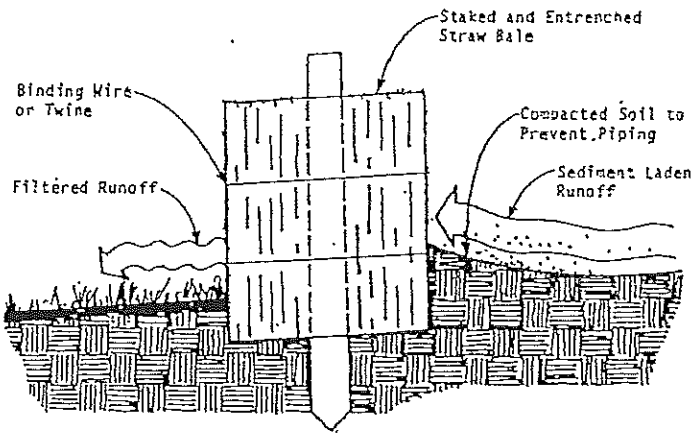


FIGURE 4.21 CROSS SECTION OF A PROPERLY INSTALLED STRAW BALE BARRIER
(Modified from State of Wisconsin, 1988)

When and Where to Use It

A straw bale barrier should be installed prior to major soil disturbance in the drainage area. This type of barrier is placed perpendicular to the flow, across the bottom of a slope or minor drainageway where there is sheetflow. It can be used at the perimeter of the work area, although is does not have to surround it completely. It can also be very effective when used in combination with other erosion and sediment control practices. A straw bale barrier may be used where the length of slope behind the barrier is less than 100 feet and where the slope is less than 2:1.

What to Consider

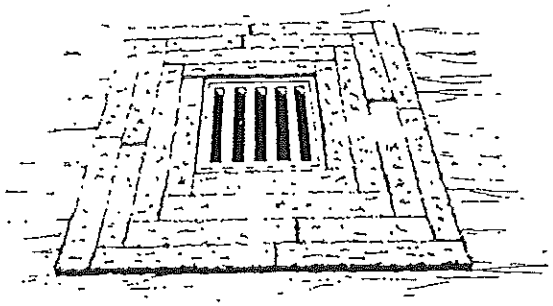
The success of a straw bale barrier depends on proper installation. The bales must be firmly staked into the entrenchment and the entrenchment must be properly backfilled. To function effectively, the bales must be placed end to end and there can be no gaps between the bales.

Straw bale barriers are useful for approximately 3 months. They must be inspected and repaired immediately after each rainfall or daily if there is prolonged rainfall. Damaged straw bales require

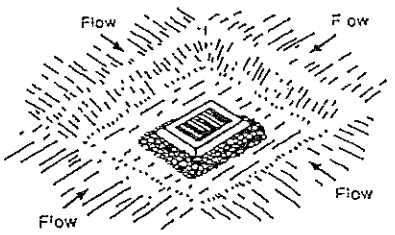
Storm Drain Inlet Protection

What Is It

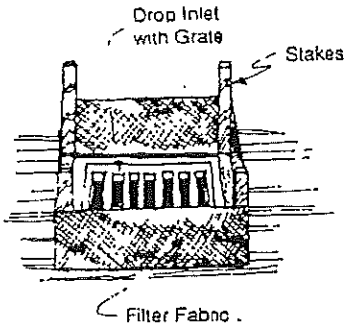
Storm drain inlet protection is a filtering measure placed around any inlet or drain to trap sediment. This mechanism prevents the sediment from entering inlet structures. Additionally, it serves to prevent the silting-in of inlets, storm drainage systems, or receiving channels. Inlet protection may be composed of gravel and stone with a wire mesh filter, block and gravel, filter fabric, or sod.



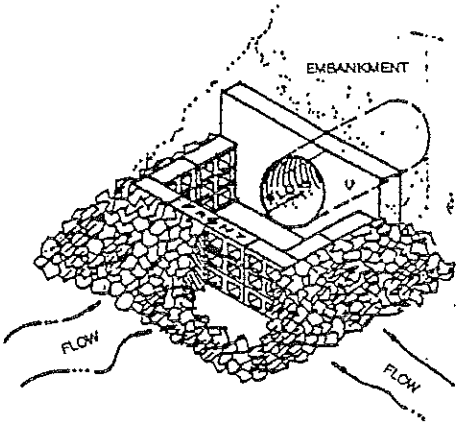
Sod Inlet Protection



Excavated Gravel Inlet Protection



Filter Fabric Inlet Protection



Block and Gravel Inlet Protection

FIGURE 4.24 EXAMPLES OF STORM DRAIN INLET PROTECTION
(Modified from State of North Carolina, 1988; Washington State, 1992; and County of Fairfax, 1987)

When and Where to Use It

This type of protection is appropriate for small drainage areas where storm drain inlets will be ready for use before final stabilization. Storm drain inlet protection is also used where a permanent storm drain structure is being constructed onsite. Straw bales are not recommended for this purpose. Filter fabric is used for inlet protection when storm water flows are relatively small with low velocities. This practice cannot be used where inlets are paved because the filter fabric should be staked. Block and gravel filters can be used where velocities are higher. Gravel and mesh filters

can be used where flows are higher and subject to disturbance by site traffic. Sod inlet filters are generally used where sediments in the storm water runoff are low.

What to Consider

Storm drain inlet protection is not meant for use in drainage areas exceeding 1 acre or for large concentrated storm water flows. Installation of this measure should take place before any soil disturbance in the drainage area. The type of material used will depend on site conditions and the size of the drainage area. Inlet protection should be used in combination with other measures, such as small impoundments or sediment traps, to provide more effective sediment removal. Inlet protection structures should be inspected regularly, especially after a rainstorm. Repairs and silt removal should be performed as necessary. Storm drain inlet protection structures should be removed only after the disturbed areas are completely stabilized.

Advantages of Storm Drain Inlet Protection
• Prevents clogging of existing storm drainage systems and the siltation of receiving waters • Reduces the amount of sediment leaving the site
Disadvantages of Storm Drain Inlet Protection
• May be difficult to remove collected sediment • May cause erosion elsewhere if clogging occurs • Is practical only for low sediment, low volume flows

FILTER FABRIC INLET PROTECTION

September 1992

Design Criteria

- Inlet protection is appropriate in the following locations:
  - In small drainage areas (less than 1 acre) where the storm drain inlet is functional before the drainage area has been permanently stabilized.
  - Where there is danger of sediment silting in an inlet which is in place prior to permanent stabilization.
- Filter fabric inlet protection is appropriate for most types of inlets where the drainage area is one acre or less.
- The drainage area should be fairly flat with slopes of 5% or less and the area immediately surrounding the inlet should not exceed a slope of 1%.
- Overland flow to the inlet should be no greater than 0.5 cfs.
- This type of inlet protection is not appropriate for use in paved areas because the filter fabric requires staking.
- To avoid failure caused by pressure against the fabric when overtopping occurs, it is recommended that the height of the filter fabric be limited to 1.5 feet above the crest of the drop inlet.
- It is recommended that a sediment trapping sump of 1 to 2 feet in depth with side slopes of 2:1 be provided.

Materials

- Filter fabric (see the fabric specifications for silt fence).
- Wooden stakes 2" x 2" or 2"x 4" with a minimum length of 3 feet.
- Heavy-duty wire staples at least ½ inch in length.
- Washed gravel ¾ inches in diameter.

Construction Specifications

- Place a stake at each corner of the inlet and around the edges at no more than 3 feet apart. Stakes should be driven into the ground 18 inches or at a minimum 8 inches.
- For stability a framework of wood strips should be installed around the stakes at the crest of the overflow area 1.5 feet above the crest of the drop inlet.
- Excavate a trench of 8 inches to 12 inches in depth around the outside perimeter of the stakes. If a sediment trapping sump is being provided then the excavation may be as deep as 2 feet.
- Staple the filter fabric to the wooden stakes with heavy-duty staples, overlapping the joints to the next stake. Ensure that between 12 inches to 32 inches of filter fabric extends at the bottom so it can be formed into the trench.
- Place the bottom of the fabric in the trench and backfill the trench all the way around using washed gravel to a minimum depth of 4 inches.

Maintenance

- Inspect regularly and after every storm. Make any repairs necessary to ensure the measure is in good working order.
- Sediment should be removed and the trap restored to its original dimensions when sediment has accumulated to ½ the design depth of the trap.
- If the filter fabric becomes clogged it should be replaced immediately.
- Make sure that the stakes are firmly in the ground and that the filter fabric continues to be securely anchored.
- All sediments removed should be properly disposed.
- Inlet protection should remain in place and operational until the drainage area is completely stabilized or up to 30 days after the permanent site stabilization is achieved.

Cost

- The cost of storm drain inlet protection varies dependent upon the size and type of inlet to be protected but generally is about $300.00 per inlet.

Sources

- Commonwealth of Virginia - County of Fairfax, 1987. 1987 Check List For Erosion And Sediment Control - Fairfax County, Virginia.
- State of North Carolina, 1988. Erosion and Sediment Control Planning and Design Manual. North Carolina Sedimentation Control Commission, Department of Natural Resources and Community Development.
- Maryland Department of the Environment, 1991. 1991 Maryland Standards And Specifications For Soil Erosion And Sediment Control - Draft.
- Storm Water Management Manual for the Puget Sound Basin. State of Washington, Department of Ecology, 1991.
- Cost Data:
  - Draft Sediment and Erosion Control, An Inventory of Current Practices, April 20, 1990. Prepared by Kamber Engineering for the U.S. Environmental Protection Agency, Office of Water Enforcement and Permits, Washington, D.C. 20460.

Outlet Protection

What Is It

Outlet protection reduces the speed of concentrated storm water flows and therefore it reduces erosion or scouring at storm water outlets and paved channel sections. In addition, outlet protection lowers the potential for downstream erosion. This type of protection can be achieved through a variety of techniques, including stone or riprap, concrete aprons, paved sections and settling basins installed below the storm drain outlet.

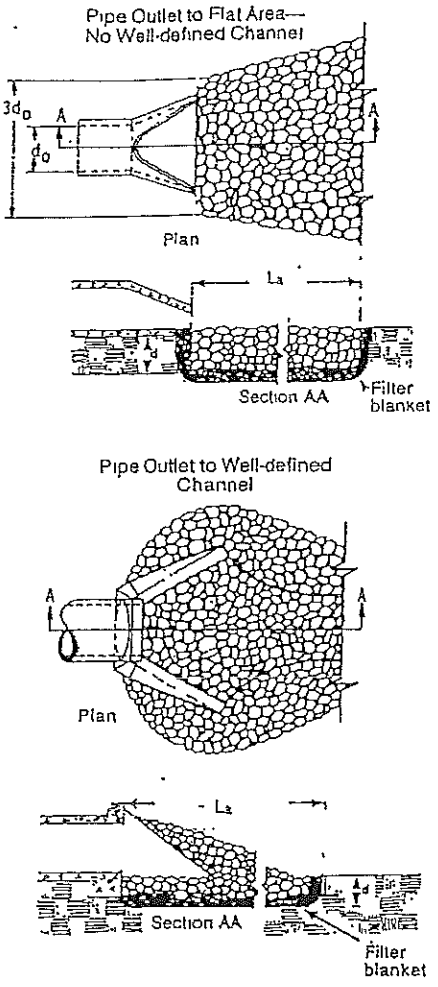


FIGURE 4.27 TYPICAL DETAILS FOR ROCK OUTLET PROTECTION
(Modified from State of North Carolina, 1988)

When and Where to Use It

Outlet protection should be installed at all pipe, interceptor dike, swale, or channel section outlets where the velocity of flow may cause erosion at the pipe outlet and in the receiving channel. Outlet protection should also be used at outlets where the velocity of flow at the design capacity may result in plunge pools (small permanent pools located at the inlet to or the outfall from BMPs). Outlet protection should be installed early during construction activities, but may be added at any time, as necessary.

What to Consider

The exit velocity of the runoff as it leaves the outlet protection structure should be reduced to levels that minimize erosion. Outlet protection should be inspected on a regular schedule to look for erosion and scouring. Repairs should be made promptly.

Advantages of Outlet Protection
• Provides, with riprap-line apron (the most common outlet protection), a relatively low cost method that can be installed easily on most sites
• Removes sediment in addition to reducing flow speed
• Can be used at most outlets where the flow speed is high
• Is an inexpensive but effective measure
• Requires less maintenance than many other measures
Disadvantages of Outlet Protection
• May be unsightly
• May cause problems in removing sediment (without removing and replacing the outlet protection structure itself)
• May require frequent maintenance for rock outlets with high velocity flows

APPENDIX B

INSPECTION AND MAINTENANCE REPORT FORM
and
INSPECTION LOG SHEET

CITY OF JOPLIN

PROJECT NAME: _____

JASPER/NEWTON COUNTY

JOPLIN, MISSOURI

STORM WATER POLLUTION PREVENTION PLAN
(SWPPP)
INSPECTION AND MAINTENANCE REPORT FORM
TO BE COMPLETED AT LEAST ONCE PER WEEK, PRIOR TO A KNOWN MAJOR STORM EVENT, AND WITHIN 24 HOURS OF A 0.5 INCH OR MORE RAINFALL EVENT

INSPECTOR: _____ DATE: _____

DAYS SINCE LAST RAINFALL: _____ AMOUNT OF THIS RAINFALL _____ INCHES

Storm Water Control (If applicable)	Condition	Repair Req'd		Comments (Attach additional Sheets if Necessary)	Date Repaired	Initials
		Yes	No			
Site Entrance/Exit(s)				See Below		
Filter Fabric Fences						
Straw Bales						
Seeded Areas						
Top Soil Stockpile(s)						
Material Storage Areas						
Portable Toilet(s)						
Waste Container(s)						
Fuel Storage						
Outfall #001						
Outfall #002						
Outfall #003						
Others-List on P. 4						

STABILIZED CONSTRUCTION SITE ENTRANCE

Does Sediment Get Tracked on to Road?	Is the Rock Clean or is it Filled with Sediment?	Does All Traffic Use the Stabilized Entrance to Enter and Leave the Site?	Is the Culvert (if installed) Beneath the Entrance Working?

Describe Maintenance Required to the Stabilized Construction Entrance: _____

_____

_____

_____

_____

_____

Continued on Reverse Side

SEDIMENT BASIN (S)

Depth of Sediment Basin	Condition of Basin Side Slopes	Any Evidence of Overtopping of the Embankment	Condition of Outfall from Sediment Basins
N/A			

Describe Maintenance Required for the Sediment Basins: _____

_____

☐ If this box is checked, I hereby certify that this inspection did not identify any incidents of non-compliance and that the facility is in compliance with the permit and the SWPPP.

CERTIFICATION:

Qualified personnel must conduct all inspections. "Qualified Personnel" means a person knowledgeable in the principles and practice of erosion and sediment controls who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activity. I certify under penalty of law that I am qualified to properly gather and evaluate the information submitted and that the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations.

Signature: _____ Date: _____

Printed Name: _____ Contractor: _____

Address: _____ City/State: _____

All Maintenance Items Required and Described above are:

To be performed by: _____ On or Before: _____

Signature: _____ Date: _____

Date Repaired: _____ By: _____

List of Items Repaired: _____

_____

Signature: _____ Contractor: _____

Printed Name: _____ Date: _____

CITY OF JOPLIN

PROJECT NAME: _____

JASPER/NEWTON COUNTY
JOPLIN, MISSOURI

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) INSPECTION AND MAINTENANCE REPORT FORM

CERTIFICATION:

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

Signature: _____ Date: _____

Printed Name: _____ Phone: _____

Contractor: _____ Address: _____

City/State: _____

Report Submitted to and Received by Owner (Permittee), CITY OF JOPLIN, Joplin, Missouri.

Date: _____

Submitted by: _____
Printed Name – For the Contractor

Signature: _____

Contractor: _____

Date: _____

Received by: _____
Printed Name – CITY OF JOPLIN

Signature: _____

NOTE: All inspection and maintenance report forms shall be retained by the owner for at least three years from the date the site is finally and permanently stabilized, and permit coverage expires or is terminated. This period may be extended by the request of MDNR at any time.

# of additional sheets attached = _____

CITY OF JOPLIN

PROJECT NAME: _____

JASPER/NEWTON COUNTY
JOPLIN, MISSOURI

STORM WATER POLLUTION PREVENTION PLAN
(SWPPP)
INSPECTION LOG SHEET

REGULARLY SCHEDULED INSPECTIONS SHALL BE AT A MINIMUM OF ONCE PER WEEK, PRIOR TO A KNOWN MAJOR STORM EVENT, AND WITHIN 24 HOURS OF A 0.5 INCHES OR MORE RAINFALL EVENT

DATE OF INSPECTION	ANY BMPs NEED MAINTENANCE? YES/NO	INSPECTORS NAME

Note: To be completed along with each INSPECTION AND MAINTENANCE REPORT

APPENDIX C

WEATHER INFORMATION FORM

CITY OF JOPLIN

PROJECT NAME: _____

JASPER/NEWTON COUNTY
JOPLIN, MISSOURI

STORM WATER POLLUTION PREVENTION PLAN
(SWPPP)

CONSTRUCTION SITE WEATHER INFORMATION DATA

DATE	PRECIPITATION START TIME	PRECIPITATION END TIME	AMOUNT (INCHES)	DISCHARGE AT OUTFALLS? YES (#) / NO	INITIALS

Date: _____ Date: _____

Submitted by: _____
Printed Name – Contractor Representative

Received by: _____
Printed Name – CITY OF JOPLIN Representative

Signature: _____ Signature: _____

APPENDIX D

CHANGES REQUIRED TO THE SWPPP

CITY OF JOPLIN

PROJECT NAME: _____

JASPER/NEWTON COUNTY
JOPLIN, MISSOURI

STORM WATER POLLUTION PREVENTION PLAN
(SWPPP)

CHANGES REQUIRED TO THE SWPPP

CHANGES REQUIRED: _____

_____

_____

_____

_____

REASONS FOR CHANGES: _____

_____

_____

_____

_____

Date Changes Made to SWPPP: _____

Date Changes Implemented at the Site: _____

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

Number of Additional Pages Attached: _____

Printed Name: _____ Company: _____

Signature: _____ Date: _____

Date Received by CITY OF JOPLIN: _____

Received by: _____ Signature: _____
Printed Name – CITY OF JOPLIN Representative

APPENDIX E

LIST OF STABILIZED AREAS

CITY OF JOPLIN

PROJECT NAME: _____

JASPER/NEWTON COUNTY
JOPLIN, MISSOURI

STORM WATER POLLUTION PREVENTION PLAN
(SWPPP)

LIST OF STABILIZED AREAS

DESCRIPTION OF AREA WHERE FINAL STABILIZATION HAS BEEN ACHIEVED	DATE STABILIZED /INITIALS

INITIALS _____ NAME _____
INITIALS _____ NAME _____

APPENDIX F

MAJOR GRADING ACTIVITIES REPORT FORM

CITY OF JOPLIN

PROJECT NAME: _____

JASPER/NEWTON COUNTY
JOPLIN, MISSOURI

STORM WATER POLLUTION PREVENTION PLAN
(SWPPP)

MAJOR GRADING ACTIVITIES REPORT

GRADING START DATE	GRADING END DATE	LOCATION ¼, ¼, SECTION, TWP, RGE or AREA DESCRIPTION	STABILIZATION MEASURES INITIATED YES/DATE ---------NO

Date: _____ Date: _____

Submitted by: _____ Received by: _____
Printed Name – Contractor Printed Name – CITY OF JOPLIN Representative

Signature: _____ Signature: _____

APPENDIX G

SPILL/RELEASE INFORMATION AND REPORTING FORM

CITY OF JOPLIN

PROJECT NAME: _____

JASPER/NEWTON COUNTY
JOPLIN, MISSOURI

SPILL/RELEASE INFORMATION AND REPORTING FORM

1. Basic description of the spill/release, including causes, if known:

_____
_____
_____
_____
_____
_____

(If additional space is required, attach additional sheets.)

2. Chemical Name of Material Spilled: _____
3. Listed CERCLA Hazardous Substance? Yes ___ No ___
4. Listed EPCRA Extremely Hazardous Substance? Yes ___ No ___
5. Oil? Yes ___ No ___
6. Quantity Spilled (exclude water): _____
7. Date and Time of Spill: _____
8. Duration of Spill: _____
9. Spill Went to: Water: _____ Land: _____ Air: _____
10. Any known or anticipated acute or chronic health risks associated with the spill and, where appropriate, advice regarding medical attention necessary for exposed individuals.

_____
_____
_____
_____

11. Proper precautions to take as a result of the release, including evacuation (unless such information is readily available to the community emergency coordinator pursuant to the emergency plan).

_____
_____
_____
_____

12. Spill Reported By: _____

    Date: _____

    Spill Reported to: _____
_____
_____

SEE REVERSE SIDE OF FORM FOR REPORTING REQUIREMENTS

REPORTABLE QUANTITIES FOR OIL
AND HAZARDOUS SUBSTANCES ARE FOUND AT
40 CFR Part 110, 40 CFR Part 117, & 40 CFR Part 302

In accordance with the Missouri Department of Natural Resources (MDNR), Division of Environmental Quality, a Release and a Reportable Release of Petroleum Products are defined as follows:

Release: Any loss of petroleum product to the environment is considered a release. This definition includes, but is not limited to, any spilling, leaking, emitting, discharging, escaping, leaching, or disposing from a storage tank into ground water, surface water, surface or subsurface soils.

Reportable Release: A petroleum product release greater than fifty (50) gallons, or spills and/or overfills of petroleum product from an underground storage tank that result in a release to the environment that exceeds twenty-five (25) gallons, or any release that causes a sheen on nearby surface water; and a spill or overfill of a hazardous substance that results in a release to the environment that equals or exceeds its reportable quantity under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980 is a reportable release and must be reported to the MDNR within twenty-four (24) hours. Soil contamination levels of TPH =/>50 parts per million (ppm), BTEX =/>1.0 ppm, benzene =/>0.5 ppm, or MTBE =/>60 ppm is also considered to be evidence of a reportable "release" of petroleum products.

Formal reporting of a Reportable Release shall be as follows:

MDNR – Environmental Emergency Response Unit – (573) 634-2436 (Follow MDNR instructions)
National Response Center – 1-800-424-8802
MDNR – Southwest Regional Office – (417) 891-4300
MDNR – Jefferson City – (573) 751-3176
CITY OF JOPLIN – David Hertzberg, P.E., Public Works Director – 417-624-0820
McDonald County Local Emergency Planning Committee, Pineville, MO – 417-223-4319
White Rock Fire Protection District – Emergency 911 – Non-Emergency 417-223-4318

All spills reported by telephone shall be reported in writing within 24 hours by the responsible party, and submitted to the MDNR Environmental Emergency Response Unit, or as directed by the Agency, with copies submitted to Mr. David Hertzberg, P.E., Public Works Director, CITY OF JOPLIN.

Circumstances (causes) leading to the release:

_____
_____
_____

Steps taken to prevent recurrence of the release:

_____
_____
_____

Date SWPPP modified to reflect the release and prevent similar future release: _____

Printed Name: _____

Signature/Title: _____

Organization: _____

APPENDIX H

SUBCONTRACTOR CERTIFICATION LIST
and
SUBCONTRACTOR CERTIFICATION FORM

CITY OF JOPLIN

PROJECT NAME: _____

JASPER/NEWTON COUNTY
JOPLIN, MISSOURI

STORM WATER POLLUTION PREVENTION PLAN
(SWPPP)

SUBCONTRACTORS CERTIFICATION LIST

SUBCONTRACTOR	ADDRESS	DATE SIGNED

CITY OF JOPLIN

PROJECT NAME: _____

JASPER/NEWTON COUNTY
JOPLIN, MISSOURI

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

SUBCONTRACTORS CERTIFICATION

SUBCONTRACTORS CERTIFICATION

I certify under penalty of law, that I, being an authorized representative of the Subcontractor for the permittee, understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge General Permit issued by the Missouri Department of Natural Resources (MDNR) and this Storm Water Pollution Prevention Plan (SWPPP) and shall comply with all conditions of the SWPPP, and the Permit for authorized Storm Water Discharges Associated with Construction or Land Disturbance Activities as issued by the MDNR Water Pollution Control Program, and that any non-compliance with the general permit constitutes a violation of Chapter 644, Missouri Clean Water Law, and 10 CSR 20-6.200. Non-compliance may result in enforcement action, termination of this authorization, or denial of the permittee's request for renewal.

_____
Printed or Typed Name and Title

_____
Subcontractor's Representative Signature

_____
Date

For: _____
Subcontractor Name (Print)

_____
Subcontractor Address

_____
City/State

_____
Subcontractor Telephone Number

APPENDIX I

MDNR TECHNICAL BULLETIN

RESPONSE TO SMALL FUEL SPILLS

MISSOURI DEPARTMENT OF NATURAL RESOURCES

Missouri
Department of Natural Resources
Department of Public Safety

Response to Small Fuel Spills

DNR Environmental Services Program/DPS Division of Fire Safety fact sheet 3/2009

Local fire departments often respond to releases of small amounts of petroleum products. This technical bulletin is intended to provide fire departments with information regarding responses to these types of releases.

Missouri state law requires the responsible party (spiller) to report petroleum product releases greater than 50 gallons to the Missouri Department of Natural Resources (DNR) at (573) 634-2436 at the earliest practical moment upon discovery. If the release is from an underground storage tank (UST) or piping, the reportable quantity is 25 gallons or more. Above ground storage tanks (AST) that have released 50 gallons or greater are also required to report. Further, federal law requires the responsible party to report any release of oil if the oil reaches or threatens any waterway. The definition of waterway includes sewers, groundwater, wetlands, lakes, creeks, streams, rivers and areas that may not have running water in them at the time, such as road ditches that drain into other waterways.

In the past, small fuel spills were routinely addressed by "flushing" with either foam or water. Unfortunately, this manner of response often resulted in the fuel reaching a waterway, potentially causing a greater problem than the initial spill itself. While many fire departments realize that flushing may cause more problems than it solves, information regarding alternative cleanup methods may not be readily available. The following information is provided by the Missouri Department of Public Safety (DPS) and DNR as possible alternative response actions to small fuel spills.

NOTE: It is understood that public safety must be the first consideration in a response and that the following actions may not be the most appropriate in certain situations.

1. If possible, the spill of fuel should be contained and the release stopped. Apply sand, gravel, soil, straw, sawdust, ground corn cobs, or commercial absorbents such as kitty litter or oil dry to absorb/contain petroleum residues rather than wash them away with water. Attempt to identify and take measures to protect any stormwater drains with absorbents. Absorbent materials used to clean up fuel spills may be disposed at a sanitary landfill with prior approval of the landfill operator.

2. If fire hazard reduction measures are necessary, use foam as appropriate. Do not over apply. Use as little water on the spill as necessary.

3. Pump, recover, and containerize as much free product as possible. In many cases, recovered product can be routed back to refineries for recycling, or used for other purposes such as fire department training exercises. Another method of disposal is use in fuel blending operations; however, this is not a viable alternative if the fuel has been contaminated with large amounts of water. If the spilled fuel contains too much water to lend itself as a usable resource, it may have to be tested and disposed as a regulated hazardous waste.

4. If flushing with water is the chosen option to mitigate hazards, runoff should be containerized and/or routed to a sanitary sewer **with the knowledge and approval of the wastewater treatment plant operator**.

5 .Treatment chemicals and agents should not be used except under special circumstances and with prior authorization obtained from the U.S. Environmental Protection Agency. A list of treatment chemicals and chemical countermeasures can be found at: http://www.epa.gov/emergencies/docs/oil/ncp/schedule.pdf.
If a fire department has questions as to the proper application of such agents, DNR may be contacted 24 hours a day at 573-634-2436 for technical assistance. As stated in Item 3, water contaminated with petroleum may be required by law to be tested and disposed as a hazardous waste.

According to Missouri Hazardous Waste Management Laws and Regulations, the responsibility for proper disposal of a hazardous waste is that of the owner of that waste (who could be the spiller, the owner of the shipment, or the owner of a facility where the spill occurred). Fire departments should exercise CAUTION; if the material is flushed to a waterway during a response, it could potentially cause water quality issues that would prolong the remediation of the spill.

Not all fire departments have financial resources to maintain stocks of absorbent materials, containers, and other related response equipment. Access to vacuum trucks, heavy equipment, and other necessary services may, likewise, be difficult for some jurisdictions to obtain. It is recommended that a fire department's contingency planning include identification of supply and service sources in order to be prepared for these types of releases.

Every response method has its own inherent advantages and disadvantages. Specific response methods must be evaluated and initiated on a case-by-case basis.

Questions about this guidance may be directed to DNR's Environmental Emergency Response Section at 573-526-3349 (non-emergency), or 573-634-2436 (emergency), or to DPS's Division of Fire Safety at 573-51-2930 (non-emergency).

On the Web:

www.dnr.mo.gov -- http://www.dnr.mo.gov/pubs/pub212.pdf, or
www.dfs.dps.mo.gov

PUB000212

APPENDIX J

MDNR FACT SHEET

OPEN BURNING UNDER MISSOURI REGULATIONS

Missouri Department of Natural Resources

Facts on Open Burning Under Missouri Regulations

Air Pollution Control Program fact sheet 1/2008

Open burning is the burning of any materials in which air contaminants are emitted directly into the air without first passing through a stack or chimney. This fact sheet summarizes allowable and prohibited open burning under Missouri regulations. It does not include open burning restrictions that city or county governments may impose in addition to Missouri's state regulations. Prior to conducting any open burning, businesses and citizens should contact the city or county of jurisdiction for any local restrictions.

The open burning of certain trade wastes and tires is prohibited because the toxic emissions that can be released are harmful to human health. Smoke from fires also typically produces large amounts of small particulate matter that can be inhaled, causing respiratory problems. The burning of common household trash, including paper products and food wastes, can also have severe consequences. Studies have indicated the open burning of an individual household's trash could release pollutants in higher levels than the burning of the trash of thousands of homes by a municipal waste incinerator because the lower combustion temperatures prevent complete incineration. These pollutants can include dioxins, volatile organic compounds, acetaldehyde, formaldehyde, hydrogen chloride and naphthalene. Open burning exposes individuals to toxic emissions that may irritate the eyes, skin and upper respiratory tract. The central nervous system can also be affected causing headaches, dizziness and fatigue.

Because of these potential dangers, the Missouri Department of Natural Resources strongly discourages open burning of any material prior to investigating alternatives. Some rural areas can participate in a "green box" service, which provides a trash collection point near a centrally located county road for local residents to use. Green boxes are usually picked up or emptied once a week. Other options include waste disposal services, waste diversion, recycling and composting. Contact your local Solid Waste Management District for assistance in implementing these safer alternatives to open burning.

Prohibited Open Burning Under State Regulation

Any waste generated by a business, trade, industry, salvage or demolition operation cannot be burned without a permit issued by the Department of Natural Resources or its delegated local agency. Permits will only be considered for untreated wood wastes. Wastes that may not be burned include but are not limited to tires, rubber products, hazardous materials, styrofoam, plastics, petroleum based products, demolition waste, treated wood and any asbestos-containing material.

Allowable Open Burning Under State Regulations

Note: Local governments may have stricter laws and policies

Open Burning of Household Refuse

General Provisions: Missouri allows open burning of household refuse from four dwelling units or less provided it originates and is burned on the same premises. This exemption does not apply to mobile home parks or apartment complexes. Residential waste is solid waste produced by routine household activities, such as paper waste and garbage from daily activities. This does not include home remodeling wastes, wastes from home businesses, durable goods such as old appliances, carpets or furniture, tires or other nonroutine household waste. Materials such as tires or used oil may not be used to start the fires or be burned in the fires.

Kansas City and St. Joseph metropolitan areas: Open burning is allowed provided it occurs within an area zoned for agricultural purposes and outside the portion of the metropolitan areas surrounding the corporate limits of Kansas City and St. Joseph and their bordering municipalities.

Outstate area: No special day, time or location restrictions.

Springfield-Greene County area: Open burning is allowed provided that burning takes place outside the corporate limits of Springfield and only within areas zoned A-1, Agricultural District.

St. Louis metropolitan area: Open burning of household refuse is prohibited in the St. Louis metropolitan area.

Open Burning of Yard Wastes

General Provisions: Missouri allows open burning of yard wastes from sites provided it originates and is burned on the same premises. Materials such as tires or used oil may not be used to start the fires or be burned in the fires. Yard waste includes trees, tree leaves, brush or other vegetation.

Kansas City metropolitan area: Open burning of trees, tree leaves, brush or any other type of vegetation requires an open burning permit.

St. Joseph metropolitan area: Open burning of residential yard wastes is allowed only during a three week period in spring and during a three-week period in fall between 10 a.m. and 3:30 p.m. The two, three-week periods are to be determined by the city along with state agencies and the state fire marshal.

Outstate area: No special day, time or location restrictions.

Springfield-Greene County area: Open burning of trees, brush or any other type of vegetation requires an open burning permit. The open burning of leaves is prohibited.

St. Louis metropolitan area: Open burning of trees, tree leaves or brush is allowed only in areas outside of incorporated municipalities from Sept. 16 to April 14 of each calendar year. These brush piles are limited to a base of 16 square feet and the burning is allowed from 10 a.m. through 4 p.m.

Open Burning for Fire Training Purposes

Missouri allows fires set for the purpose of training fire fighters provided they are conducted in accordance with National Fire Protection Association Standards 600 and 1403. Timely notification should be provided to the appropriate regional office or delegated local agency. All fire training exercises involving donated or acquired structures must be conducted in compliance with 40 CFR part 61 subpart M, *National Emission Standard for Hazardous Air Pollutants-Asbestos*. The use of donated or acquired structures for training is discussed in Publication 2029. All petroleum based products and asbestos containing materials must be removed from donated or acquired structures prior to any burning.

Open Burning in Agricultural, Natural Resource or Land Management Operations

Missouri allows agricultural burning throughout the state. However, several exceptions apply. Materials such as tires or used oil may not be used to start the fires or be burned in the fires. Any burning that creates a health hazard, nuisance or produces smoke that impairs visibility for those operating motor vehicles or airplanes is prohibited. Contact the St. Louis Regional Office before burning in the St. Louis metropolitan area from April 15 to Sept. 15. Botanical nursery operations (greenhouses) are not considered agricultural operations.

Open Burning in Land Clearing Operations

Open burning of tree trunks, tree limbs and vegetation from land clearing operations is allowed without an ACD or permit in the outstate area if the burning takes place outside the city limits of any incorporated area or municipality and at least 200 yards from the nearest inhabited dwelling. Materials such as tires or used oil may not be used to start the fires or be burned in the fires. Permits containing special conditions may be issued by regional offices or local agencies for sites unable to comply with the requirements above. See the Required Open Burning Permits section below for exceptions in the Springfield-Greene County area, and Kansas City and St. Louis Metropolitan areas.

Open Burning at Wood Processing Facilities

Open burning of untreated wood waste from wood processing facilities is allowed if production is less than 8,000 board-feet per day and the facility was in existence as of March 25, 1976, but has not relocated to a new site. The burning also must be done at least 200 yards from the nearest occupied structure.

Open burning of untreated wood waste from wood processing facilities is allowed if production is less than 8,000 board-feet per day and the facility has relocated or from new wood processing facilities not in existence as of Sept. 18, 1970, and the facility and the burning are at least one mile outside city limits. The burning also must be done at least 200 yards from the nearest occupied structure.

Open Burning for Recreational Purposes

Campfires and other fires used solely for recreational purposes, ceremonial occasions or for outdoor noncommercial preparation of food are allowed in Missouri. Fires shall include only vegetative woody materials or untreated wood products.

Required Open Burning Permits

The open burning of certain trade wastes, primarily untreated wood wastes such as pallets or crates, throughout the state, and vegetation from land clearing operations in the Springfield-Greene County area and the Kansas City and St. Louis Metropolitan areas, may be permitted only when it can be shown that open burning is the only feasible method of disposal and that disposal is in the public interest. In the St. Louis nonattainment area, permits will not be issued

unless it can be shown that emissions from open burning would be less than any other waste management or disposal method. The open burning permit requires the facility, in most cases, to use an air curtain destructor.

Commercial and municipal utility tree trimming operations must submit a request to the appropriate regional office for an annually renewable open burning permit. The request must describe the general size, condition and age of the tree trunks and tree limbs to be open burned. Air curtain destructors are generally required at dedicated sites where burning occurs.

Commercial and municipal utility tree trimming operations must submit an application for an open burning permit to the appropriate regional office or local agency.

The information provided in this fact sheet should not be construed to permit open burning that causes or constitutes a public health hazard, nuisance or a hazard to vehicular or air traffic or violates any other rule or statute.

Definitions

St. Louis metropolitan area: The geographical area comprising St. Louis, St. Charles, Jefferson and Franklin Counties and the city of St. Louis. These counties are also currently a nonattainment area for ground-level ozone.

Springfield-Greene County area: The geographical area contained within Greene County.

Kansas City metropolitan area: The geographical area comprising Jackson, Cass, Clay, Platte, Ray and Buchanan counties.

Outstate area: The geographical area comprising those counties not contained in the St. Louis metropolitan area, the Springfield-Greene County area or the Kansas City metropolitan area.

Air Curtain Destructor: An air pollution control device designed to increase burning efficienc, reducing air contaminant emissions during open burning.

Open Burning Permit: A permit that must be applied for and then granted in order to open burn or open burn with restrictions. Permit applications must be sent to the Regional Office or local agency that has jurisdiction over your area. Applications are available at www.dnr.mo.gov/forms or any regional or local agency office.

Untreated Wood: Lumber and other wooden materials that have not been chemically treated for resistance to moisture, fire, fungi, insects and other pests or has not otherwise been treated or manufactured with chemicals, or that does not contain adhesives or resins. Untreated wood does not include plywood, particleboard, chipboard or wood with other than minimal amounts of paint, coating or finish.

For More Information

Missouri Department of Natural Resources
Air Pollution Control Program
P.O. Box 176, Jefferson City, MO 65102-0176
1-800-361-4827 or (573) 751-4817 office
(573) 751-2706 fax
www.dnr.mo.gov/env/apcp/index.html

Missouri Department of Natural Resources
Solid Waste Management Program
P.O. Box 176, Jefferson City, MO 65102-0176
1-800-361-4827 or (573) 751-5401 office
(573) 526-3902 fax
www.dnr.mo.gov/env/swmp/index.html

APPENDIX K

NOTICE OF TERMINATION (NOT)

FORM H

MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM, WATER POLLUTION BRANCH
(SEE MAP FOR APPROPRIATE REGIONAL OFFICE)

FORM H - REQUEST FOR TERMINATION OF A GENERAL PERMIT

UNDER MISSOURI CLEAN WATER LAW

1.00 TYPE OF GENERAL PERMIT REQUESTED TO BE TERMINATED

1.10 PERMIT NUMBER

MO —

2.00 FACILITY

NAME		COUNTY	
ADDRESS	CITY	STATE	ZIP CODE

3.00 OWNER

NAME	E-MAIL	PHONE	
		FAX	
ADDRESS	CITY	STATE	ZIP

4.00 CONTINUING AUTHORITY

NAME		PHONE	
		FAX	
ADDRESS	CITY	STATE	ZIP

5.00 REASON FOR TERMINATION REQUEST: (CHECK ONE)

☐ For land disturbance sites, area is stabilized by seeding, mulching, sodding, paving, or other means, no further land disturbance activities are planned, all building construction (commercial or residential) is completed, and construction equipment removed.

☐ For industrial facilities, site activities have ceased and site closed and no significant materials remain exposed to storm water.

☐ For any type of site, a site specific permit was obtained.

☐ Other reason (specify) _____

_____

_____

6.00 I CERTIFY THAT I AM FAMILIAR WITH THE INFORMATION CONTAINED IN THE TERMINATION REQUEST, THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF SUCH INFORMATION IS TRUE, COMPLETE AND ACCURATE.

NAME AND OFFICIAL TITLE (TYPE OR PRINT)	TELEPHONE NO. ( ) (AREA CODE)
SIGNATURE	DATE SIGNED

MO 780-1409 (2-05) CWC 105H

APPENDIX L

CITY WIDE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORM WATER DISCHARGE GENERAL PERMIT

STATE OF MISSOURI

DEPARTMENT OF NATURAL RESOURCES

MISSOURI CLEAN WATER COMMISSION

MISSOURI STATE OPERATING PERMIT

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

Permit No. MO-R100000

Owner:
Address:

Continuing Authority:
Address:

Facility Name:
Facility Address:

Legal Description:
UTM Coordinates:

Receiving Stream:
First Classified Stream and ID:
USGS Basin & Sub-watershed No.:

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

FACILITY DESCRIPTION

All Outfalls
Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling, and other activities that result in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution to waters of the state).

This permit authorizes stormwater and certain non-stormwater discharges under the Missouri Clean Water Law and the National Pollutant Discharge Elimination System; it does not apply to other regulated areas. This permit may be appealed in accordance with Section 644.051.6 of the Law.

June 23, 2017
Effective Date

Edward B. Galbraith, Director, Division of Environmental Quality

June 22, 2022
Expiration Date

David J. Lamb, Acting Director, Water Protection Program

APPLICABILITY

1. This general permit authorizes the discharge of stormwater and certain non-stormwater discharges from land disturbance sites that disturb one or more acres or disturb less than one acre when part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project. This general permit also authorizes the discharge of stormwater and certain non-stormwater discharges from smaller projects where the Missouri Department of Natural Resources (department) has exercised its discretion to require a permit [10 CSR 20-6.200(1)(B)].

2. This general permit is issued to a city, county, state or federal agency or other governmental jurisdiction for land disturbance projects performed by or under contract to the permittee.

3. A general stormwater control plan or stormwater pollution prevention plan (SWPPP) must be developed prior to issuance of this permit. These plans must include a narrative of the types and appropriate uses of Best Management Practices (BMPs) for erosion and sediment control and stormwater management. All water pollution controls on land disturbance sites shall conform to the storm water control program and/or SWPPP of the city, county or other governmental jurisdiction in which the land disturbance activity is occurring. The requirements of the stormwater control program and/or SWPPP must be at least as stringent as those described in this permit and 10 CSR 20-6.200.

4. A Missouri State Operating Permit must be issued before any site vegetation is removed or the site disturbed. Any site owner/operator subject to these requirements for stormwater discharges and who disturbs land prior to permit issuance from the department is in violation of both State regulations per 10 CSR 20-6.200(1)(A) and Federal regulations per 40 CFR 122.26. The legal owner of the property, right-of-way or the holder of an easement on the property, and operator on which the site is located are responsible for compliance with this permit.

5. This permit authorizes discharges from construction support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) provided that appropriate stormwater controls are designed, installed, maintained and provided:
   a. The support activity is directly related to the construction site required to have permit coverage for stormwater discharges;
   b. The support activity is not a commercial operation; and
   c. The support activity does not continue to operate beyond the completion of the construction activity at the project it supports.

   The permittee is responsible for compliance with this permit for any construction support activities.

6. This permit authorizes non-stormwater discharges from the following activities provided that these discharges are addressed in the permittee's specific SWPPP required by this general permit:
   a. Dewatering activities if there are no contaminants other than sediment present in the discharge, and the discharge is treated as specified in Requirements, Section 10.o. of this permit;
   b. Flushing water hydrants and potable water lines;
   c. Water only (i.e., without detergents or additives) rinsing of streets and buildings; and
   d. Site watering to establish vegetation.

7. This general permit does not authorize the:
   a. placement of fill materials in waters or floodplains
   b. obstruction of stream flow,
   c. redirection of stormwater across private property not owned or operated by the permittee, or
   d. Changing the channel of a defined drainage course.

These actions may be regulated by other federal, state, or local entities, such as the U.S. Army Corps of Engineers or Federal Emergency Management Agency. This general permit addresses only the quality of the stormwater runoff and the minimization of off-site migration of sediments and other water contaminants.

8. This permit does not authorize land disturbance activity in jurisdictional waters of the United States, unless the permittee has obtained the required Clean Water Act Section 404 Department of the Army permit from the U.S. Army Corps of Engineers and its associated Section 401 Water Quality Certification from the department. Land disturbance activities may not begin in the affected waters of the United States until the required §404 permit and §401 water quality certification have been obtained.

9. This general permit prohibits any discharge of wastewater generated from air pollution control equipment or the containment of scrubber water in lined ponds to waters of the state.

10. This general permit prohibits any discharge of sewage or pollutants to waters of the state including but not limited to:
    a. Any hazardous material, oil, lubricant, solid waste or other non-naturally occurring substance from the site, including fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
    b. Soaps or solvents used in vehicle and equipment washing;
    c. Hazardous substances or petroleum products from an on-site spill or handling and disposal practices;
    d. Wash and/or rinse waters from concrete mixing equipment including ready mix concrete trucks, unless managed by an appropriate control. Any such pollutants must be adequately treated and addressed in the SWPPP, and cannot be discharged to waters of the state;
    e. Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials;
    f. Domestic wastewaters, including gray waters; or
    g. Industrial stormwater runoff.

11. The department reserves the right to revoke or deny coverage under this general permit to applicants for stormwater discharges from land disturbance activities at sites that have contaminated soils that will be disturbed by the land disturbance activity or where such materials are brought to the site to use as fill or borrow. A site-specific permit may be required to cover such activities.

12. If at any time the department determines that the quality of waters of the state may be better protected by requiring the owner/operator of the permitted site to apply for a site-specific or different general permit, the department may do so [10 CSR 20-6.010(13)(C)]. Examples of when this may occur:
    a. The permittee is not in compliance with the conditions of this general permit;
    b. The discharge no longer qualifies for this general permit due to changed site conditions and/or regulations; or
    c. Information becomes available that indicates water quality standards have been or may be violated.

    The permittee will be notified in writing of the requirement to apply for a site-specific permit or a different general permit. When issued to the authorized permittee, the applicability of this general permit to the permittee is automatically terminated upon the effective date of the site-specific or different general permit.

13. Any owner/operator authorized by a general permit may request to be excluded from the coverage of the general permit and apply for a site-specific permit [10 CSR 20-6.010(13)(D)].

14. This operating permit does not affect, remove, or replace any requirement of the National Environmental Policy Act; the Endangered Species Act; the National Historic Preservation Act; the Comprehensive Environmental Response, Compensation and Liability Act; or the Resource Conservation and Recovery Act. Determination of applicability for the above mentioned acts is the responsibility of the permittee.

15. This permit does not supersede any requirement for obtaining project approval under an established local authority.

16. This permit is not transferable to other owners or operators.

EXEMPTIONS FROM PERMIT REQUIREMENTS

1. Facilities that discharge all stormwater runoff directly to a combined sewer system are exempt from stormwater permit requirements.

2. Land disturbance activity as described in 10 CSR 20-6.010(1)(B) and 10 CSR 20-6.200(1)(B).

3. Oil and gas related activities as listed in 40 CFR 122.26(a)(2)(ii).

REQUIREMENTS

1. Electronic Discharge Monitoring Report (eDMR) Submission System.
   Per 40 CFR Part 127 National Pollutant Discharge Elimination System (NPDES) Electronic Reporting Rule, reporting shall be submitted by the permittee via an electronic system to ensure timely, complete, accurate, and nationally-consistent set of data about the NPDES program. All general permit covered facilities under this master general permit shall comply with the department's requirements for electronic reporting.
   a. Reporting Requirements.
      (1) Application to participate in the department's eDMR system is required as part of the application for general permit coverage in order to constitute a complete permit application and may be accessed at dnr.mo.gov/env/wpp/edmr.htm.
      (2) The permittee must electronically submit quarterly reports via the eDMR system.
   b. Other actions. The following shall be submitted electronically after such a system has been made available by the department:
      (1) General Permit Applications/Notices of Intent to discharge (NOIs);
      (2) Notices of Termination (NOTs);
      (3) No Exposure Certifications (NOEs); and
      (4) Low Erosivity Waivers and Other Waivers from Stormwater Controls (LEWs).
   c. Electronic Submissions. To access the eDMR system, use the following web link: https://edmr.dnr.mo.gov/edmr/E2/Shared/Pages/Main/Login.aspx.
   d. Waivers from Electronic Reporting.
      (1) The permittee must electronically submit reports unless a waiver is granted by the department in compliance with 40 CFR Part 127.
      (2) The permittee may obtain a temporary or permanent electronic reporting waiver by first submitting an eDMR Waiver Request Form (Form 780-2692: http://dnr.mo.gov/forms/780-2692-f.pdf, by contacting the appropriate permitting office or emailing edmr@dnr.mo.gov). The department will either approve or deny this electronic reporting waiver request within 120 calendar days of receipt.
      (3) Only permittees with an approved waiver request may submit reports on paper to the Department for the period that the approved electronic reporting waiver is effective.

2. Quarterly Reports: Permittees shall prepare a quarterly report with a list of active land disturbance sites including any off-site borrow or depositional areas associated with the construction project

and submit the following information electronically as an attachment to the eDMR system until such a time when the current or a new system is available to allow direct input of the data:

a. The name of the project;
b. The location of the project (including the county);
c. The name of the primary receiving water(s) for each project;
d. A description of the project;
e. The number of acres disturbed;
f. The percent of completion of the project;
g. The projected date of completion.

The quarterly report(s) shall be maintained by the permittee and readily available for review by the department at the address provided on the application as well as submitted to the department quarterly via the department's eDMR system. When a permittee terminates permit coverage, the permittee shall submit with the request for termination, the final quarterly report for the current calendar quarter. The permittee shall submit quarterly reports according to Table A.

Table A	**Schedule for Quarterly Reporting**
Activity for the months of:	Report is due:
January, February, March (1st Quarter)	April 28
April, May, June (2nd Quarter)	July 28
July, August, September (3rd Quarter)	October 28
October, November, December (4th Quarter)	January 28

3. This permit is to ensure the design, installation and maintenance of effective erosion and sediment controls minimize the discharge of pollutants by:
   a. Controlling stormwater volume and velocity within the site to minimize soil erosion;
   b. Controlling stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion and scour in the immediate vicinity of discharge points;
   c. Minimizing the amount of soil exposed during construction activity;
   d. Minimizing the disturbance of steep slopes;
   e. Addressing factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle size expected to be present on the site to minimize sediment discharges from the site;
   f. Providing and maintaining natural buffers around surface waters as detailed in 10.f,
   g. Directing stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration and filtering, unless infeasible; and
   h. Minimizing soil compaction and, unless infeasible, preserve topsoil. Minimizing soil compaction or preserving topsoil is not required where the intended function of a specific area of the site dictates that it be compacted or the topsoil be disturbed or removed.

4. Installation of Best Management Practices (BMPs) necessary to prevent soil erosion at the project boundary must be complete prior to the start of all phases of construction.

5. Install sediment controls along any perimeter areas of the site..
   a. Remove any sediment per the manufacturer's instructions or before it has accumulated to one-half of the above-ground height of any perimeter control.
   b. For sites where perimeter controls are infeasible, other practices shall be implemented to minimize discharges to perimeter areas of the site.

6. BMPs shall be maintained and remain in effective operating condition during the entire duration of the project, with repairs made within the timeframe specified in the Requirements Section 9of this permit, until final stabilization has been achieved.

7. Minimize sediment track-out from the site.
   a. Restrict vehicle traffic to properly designed exit points such as an aggregate stone with an underlying geotextile or non-woven filter fabric.

b. Use appropriate stabilization techniques at all points that exit onto paved roads.
c. Remove any sediment that has been tracked out within the same business day or by the end of the next business day if track-out occurs on a non-business day.

8. SWPPP Development and Implementation: The primary requirement of this permit is the development and implementation of a SWPPP which incorporates site-specific practices to best minimize the soil exposure, soil erosion, and the discharge of pollutants. The permittee shall fully implement the provisions of the SWPPP required under this part as a condition of this general permit throughout the term of the land disturbance project. **The SWPPP must be developed prior to issuance of the permit and must be updated with details specific to the land disturbance site prior to conducting any land disturbance activities at the site.** Either an electronic copy or a paper copy of the SWPPP must be accessible to anyone on-site at all times when land disturbance operations are in progress, or other operational activities that may affect the maintenance or integrity of the BMP structures and made available as specified under the Records Section of this permit.

9. The SWPPP must:
   a. List and describe all points of discharge to receiving water(s);
   b. Incorporate required practices identified below;
   c. Incorporate erosion control practices specific to site conditions;
   d. Provide for maintenance and adherence to the plan;
   e. Discuss whether or not additional authorizations, such as a Section 404 permit and associated Section 401 Water Quality Certification are required for the project; and
   f. Name the person responsible for inspection, operation and maintenance of BMPs.

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

   The following manuals are acceptable resources for the selection of appropriate BMPs. *Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites*, (Document number EPA 833-R-06-004) published by the United States Environmental Protection Agency (USEPA) in May 2007. This manual as well as other information, including examples of construction SWPPPs, is available at the USEPA internet site at https://www.epa.gov/npdes/developing-stormwater-pollution-prevention-plan-swppp; and the latest version of *Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri,* published by the department is available on the department's internet site at http://www.dnr.mo.gov/env/wpp/wpcp-guide.htm.

   The permittee is not limited to the use of these guidance manuals. Other guidance publications may be used to select appropriate BMPs. However, all BMPs should be described and justified in the SWPPP.

10. SWPPP Requirements: The following information and practices shall be provided for in the SWPPP:
    a. Nature of the Construction Activity: The SWPPP briefly must describe the nature of the construction activity, including:
       (1) The function of the project (e.g., low density residential, shopping mall, highway, etc.);
       (2) The intended sequence and timing of activities that disturb the soils at the site;
       (3) Estimates of the total area expected to be disturbed by excavation, grading, or other construction activities including off-site borrow and fill areas; and
       (4) A general map (e.g., United States Geological Survey quadrangle map, a portion of a city or county map, or other map) with enough detail to identify the location of the construction site and waters of the state within one mile of the site.

b. Site Map: The SWPPP must contain a legible site map showing the site boundaries and points of discharge to receiving water(s) and identifying:
   (1) Direction(s) of stormwater flow and approximate slopes for all phases of construction activities;
   (2) Areas of soil disturbance and areas that will not be disturbed (or a statement that all areas of the site will be disturbed unless otherwise noted);
   (3) Location of permanent and temporary structural and non-structural BMPs identified in the SWPPP;
   (4) Locations where stabilization practices are expected to occur;
   (5) Locations of off-site material, waste, borrow or equipment storage areas;
   (6) Locations of all waters of the state (including wetlands);
   (7) Locations where stormwater discharges to a surface water; and
   (8) Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.

c. Site Description: In order to identify the site, the SWPPP shall include facility and points of discharge to receiving water(s) information. The SWPPP shall have sufficient information to be of practical use to contractors and site construction workers to guide the installation and maintenance of BMPs.

d. Selection of Temporary and Permanent BMPs: The permittee shall select, install, use, operate and maintain appropriate BMPs for the permitted site and list them in the SWPPP.

e. Preservation of trees and vegetation: The SWPPP shall require existing vegetation and trees to be preserved where practical.

f. Surface Water Buffers: For surface waters of the state, defined as "all waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common, located on or adjacent to the site," the permittee must comply with (1)-(3), except as noted in (4):
   (1) Provide and maintain a 50-foot undisturbed natural buffer;
   (2) Provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by erosion and sediment controls that achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer; or
   (3) If infeasible to provide and maintain an undisturbed natural buffer of any size, implement erosion and sediment controls to achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.
   (4) The permittee is not required to comply with (1), (2) or (3) above if one of the following exceptions apply and documentation is provided in the SWPPP:
      (a) As authorized per Clean Water Act Section 404 Department of the Army permit and its associated Section 401 Water Quality Certification from the department.
         1. The angle of any crossing shall be as perpendicular as feasible to the water course or natural stream buffer to minimize adverse impacts.
      (b) If there is no discharge of stormwater to waters of the state through the area between the disturbed portions of the site and waters of the state located within 50 feet of your site. This includes situations where you have implemented permanent control measures that will prevent such discharges, such as a berm or other barrier.
      (c) Where no natural buffer exists due to preexisting development disturbances that occurred prior to the initiation of planning for the current development of the site.
         1. Where some natural buffer exists but portions of the area within 50 feet of the waters of the state are occupied by preexisting development disturbances, you are required to comply with (1), (2), or (3) above.
      (d) For linear projects where site constraints make it infeasible to implement a buffer or equivalent provided you limit disturbances within 50 feet of any waters of the state and/or you provide supplemental erosion and sediment controls to treat stormwater

discharges from earth disturbances within 50 feet of the water of state.

(e) For small residential lot construction as defined as 'a lot being developed for residential purposes that will disturb less than 1 acre of land, but is part a larger common plan of development or sale,' one has the option of complying with (1), (2) or (3) above or one of the following alternatives:
   1. Tiered-technology approach where:
      a. A 50-foot or larger buffer is retained, no additional requirements are needed,
      b. The buffer is greater than 30 feet but less than 50 feet wide, implement double perimeter controls spaced a minimum of at least 5 feet apart between land disturbance and water of the state, or
      c. A less than or equal to 30-foot buffer is maintained, implement double perimeter controls between land disturbance and water of the state and stabilization activities completed with 7 calendar days of temporary or permanent cessation of land disturbance; or
   2. Sediment discharge risk based on the site's slope, location and soil type when combined with buffer width.

g. Measuring Buffer Width: Where the permittee is retaining a buffer of any size, the buffer should be measured perpendicularly from any of the following points, whichever is further landward from the water:
   (1) The ordinary high water mark of the water body, defined as the line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, and/or the presence of litter and debris; or
   (2) The edge of the stream or river bank, bluff, or cliff, whichever is applicable.

h. Description of BMPs: The SWPPP shall include a description of both structural and non-structural BMPs used one or more times at the site, providing the following general information for each:
   (1) Physical description of the BMP;
   (2) Site conditions that must be met for effective use of the BMP;
   (3) BMP installation/construction procedures, including typical drawings; and
   (4) Operation and maintenance procedures for the BMP.

i. Specific Instance of BMPs: The SWPPP shall provide the following information for each specific instance where a BMP is to be installed:
   (1) Whether the BMP is temporary or permanent;
   (2) Where, in relation to other site features, the BMP is to be located;
   (3) When the BMP will be installed in relation to each phase of the land disturbance procedures to complete the project; and
   (4) Site conditions that must be met before removal of the BMP if the BMP is not a permanent BMP.

j. Disturbed Areas: Slopes for disturbed areas must be defined in the SWPPP. A site map or maps defining the sloped areas for all phases of the project must be included in the SWPPP.
   (1) For soil disturbing activities that have temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days:
      (a) The permittee shall construct BMPs to establish interim stabilization; and
      (b) Stabilization must be initiated immediately and completed within 14 calendar days.
   (2) For soil disturbing activities that have been permanently ceased on any portion of the site, final stabilization of disturbed areas must be initiated immediately and completed within 14 calendar days.
   (3) Allowances to the 14 day completion period for temporary and final stabilization may be made due to weather and equipment malfunctions. In drought-stricken areas where initiating vegetative stabilization measures immediately are infeasible, alternative stabilization measures must be employed. The use of allowances shall be documented in the SWPPP.

(4) Interim stabilization shall consist of well-established and maintained BMPs that are reasonably certain to protect waters of the state from sediment pollution over an extended period of time. This may require adding more BMPs to an area than is normally used during daily operations. These BMPs may include a combination of sediment basins, check dams, sediment fences and mulch. The types of BMPs used must be suited to the area disturbed, taking into account the number of acres exposed and the steepness of the slopes. If the slope of the area is greater than 3:1 (three feet horizontal to one foot vertical) or if the slope is greater than 3% and greater than 150 feet in length, then the permittee shall establish interim stabilization within seven days of ceasing operations on that part of the site.

(5) In limited circumstances, stabilization may not be required if the intended function of a specific area of the site necessitates that it remain disturbed.

k. Installation: The permittee shall ensure the BMPs are properly installed at the locations and relative times specified in the SWPPP.

(1) Peripheral or border BMPs to control runoff from disturbed areas shall be installed or marked for preservation before general site clearing is started. Note that this requirement does not apply to earth disturbances related to initial site clearing and establishing entry, exit and access of the site, which may require that stormwater controls be installed immediately after the earth disturbance.

(2) For phased projects, BMPs shall be properly installed as necessary prior to construction activities.

(3) Stormwater discharges from disturbed areas which leave the site shall pass through an appropriate impediment to sediment movement such as a sedimentation basin, sediment traps and/or silt fences prior to leaving the land disturbance site.

(4) A drainage course change shall be clearly marked on a site map and described in the SWPPP.

(5) If vegetative stabilization measures are being implemented, stabilization is considered "installed" when all activities necessary to seed or plant the area are completed.

l. Sedimentation Basins: The SWPPP shall include a sedimentation basin for each drainage area with ten or more acres disturbed at one time.

(1) The sedimentation basin shall be sized to a local 2-year, 24-hour storm. A 2-year, 24-hour storm event shall be determined for the project location using the National Oceanic and Atmospheric Administration's National Weather Service Atlas 14 which can be located at http://hdsc.nws.noaa.gov/hdsc/pfds/.

(2) Basins designed and initiated under the 2012 Area-Wide Land Distrubance General Permit MO-R100000 or prior authorizations shall comply with the requirements held in those authorizations. Any construction activities designed and initiated under this authorization shall comply with the local 2-year, 24-hour storm event by January 1, 2018.

(3) Accumulated sediment shall be removed from the basin when basin is 50% full.

(4) Utilize outlet structures that withdraw water from the surface when discharging from basins and impoundments unless infeasible.

(5) Discharges from the basin shall not cause scouring of the banks or bottom of the receiving stream.

(6) The SWPPP shall require the basin be maintained until final stabilization of the disturbed area served by the basin.

(7) The SWPPP shall require both temporary and permanent sedimentation basins to have a stabilized spillway to minimize the potential for erosion of the spillway or basin embankment.

(8) Where use of a sediment basin is infeasible, the SWPPP shall evaluate and specify other similarly effective BMPs to be employed to control erosion and sediment delivery. These similarly effective BMPs shall be selected from appropriate BMP guidance documents authorized by this permit. The BMPs must provide equivalent water quality protection to achieve compliance with this permit.

m. Pollution Prevention Measures: The SWPPP shall include BMPs for pollution prevention measures. At minimum such measures must be designed, installed, implemented and maintained to:
   (1) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
   (2) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater. Minimization of exposure is not required in cases where the exposure to precipitation and to stormwater will not result in a discharge of pollutants, or where exposure of a specific material or product poses little risk or stormwater contamination (such as final products and material intended for outdoor use);
   (3) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures. Included but not limited to the installation of containment berms and use of drip pans at petroleum product and liquid storage tanks and containers; and

n. Roadways: Where applicable, upon installation of or connection to roadways, all efforts should be made to prevent the deposition of earth and sediment onto roadways through the use of proper BMPs.
   (1) Stormwater inlets susceptible to receiving sediment from the permitted land disturbance site shall have curb inlet protection.
   (2) Where stormwater will flow off the end of where a roadway terminates, a sediment catching BMP such as gravel berm or silt fence shall be provided.
   (3) Curb inlets shall be cleaned weekly or following a precipitation event that generates a run-off.

o. Dewatering: Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are prohibited unless managed by appropriate controls. The SWPPP shall include a description of any anticipated dewatering methods.
   (1) The SWPPP shall call for specific BMPs designed to treat water pumped from trenches and excavations and in no case shall this water be pumped off-site without being treated by the specified BMPs.

11. Good housekeeping practices shall be maintained at all times to keep waste from entering waters of the state. Solid and hazardous waste management include providing trash containers and regular site cleanup for proper disposal of solid waste such as scrap building material, product/material shipping waste, and food containers and cups, and providing containers and proper disposal of waste paints, solvents and cleaning compounds. The provision of portable toilets for proper disposal of sanitary sewage and the storage of construction materials should be kept away from drainage courses and low areas.

12. All fueling facilities present shall at all times adhere to applicable federal and state regulations concerning underground storage, above ground storage and dispensers.

13. Hazardous substances that are transported, stored, or used for maintenance, cleaning, or repair shall be managed according to the provisions of the Missouri Hazardous Waste Laws and Regulations.

14. Containers: All paint, solvents, petroleum products, petroleum waste products and storage containers such as drums, cans, or cartons shall be stored according to BMPs. The materials exposed to precipitation shall be stored in watertight, structurally sound, closed containers. All containers shall be inspected for leaks or spillage during the inspection of BMPs.

15. Amending/Updating the SWPPP: The permittee shall amend and update the SWPPP as appropriate during the term of the land disturbance activity. The permittee shall amend the SWPPP at a minimum whenever the:
    a. Design, operation, or maintenance of BMPs is changed;
    b. Design of the construction project is changed that could significantly affect the quality of the stormwater discharges;
    d. Department notifies the permittee in writing of deficiencies in the SWPPP;
    e. SWPPP is determined to be ineffective in minimizing or controlling erosion and sedimentation (e.g., there is visual evidence of excessive site erosion or excessive sediment deposits in streams or lakes); and/or
    f. Department determines violations of water quality standards may occur or have occurred.

16. An individual shall be designated by the permittee as the lead for environmental matters. The lead individual for environmental matters shall have a thorough and demonstrable knowledge of the site's SWPPP and sediment and erosion control practices in general. The lead individual for environmental matters or a designated inspector knowledgeable in erosion, sediment and stormwater control principles shall inspect all structures that function to prevent pollution of waters of the state

17. Site Inspections: The permittee (or a representative of the permittee) shall conduct regularly scheduled inspections.
    a. These inspections shall be conducted by a qualified person, one who is responsible for environmental matters at the site, or a person trained by and directly supervised by the person responsible for environmental matters at the site.
    b. Inspections are only required during the project's normal working hours.
    c. For disturbed areas that have not been finally stabilized, all installed BMPs and other pollution control measures shall be inspected for proper installation, operation and maintenance.
    d. Areas on-site that have been stabilized must be inspected at least once per month.
        (1) For areas where disturbed portions have undergone temporary stabilization at the same time active construction continues on other areas, inspections shall occur at least once a month while stabilized and when re-disturbed shall follow either frequency outlined in subsection h. below.
        (2) For areas where disturbed portions have undergone final stabilization at the same time active construction continues on other areas, inspection frequency may be cease on the finally stabilized areas according to the following:
            (a) After the first monthly inspection, inspect once more within 24 hours of a storm event of 0.25 inches or greater.
            (b) If there are no issues or evidence of stabilization problems, further inspections may cease.
            (c) If unstable site conditions or sediment movement are observed, the site must be re-stabilized and monthly inspections shall occur until final stabilization is confirmed following a storm event of 0.25 inches or greater.
    e. All stormwater outfalls shall be inspected for evidence of erosion or sediment deposition.
    f. When practicable the receiving stream shall also be inspected for 50 feet downstream of the outfall.
    g. Any structural or maintenance problems shall be noted in an inspection report and corrected as soon as possible but no more than seven calendar days after the inspection.
        (1) If weather conditions prevent correction of BMPs within seven calendar days, the reasons for the delay must be documented (including pictures) and there must be a narrative explaining why the work cannot be accomplished within the seven day time period.
        (2) The documentation must be filed with the regular inspection reports.
        (3) The permittee shall correct the problem as soon as weather conditions allow.
    h. All BMPs must be inspected in accordance to one of the two schedules listed below, and any

changes to the frequency of inspections, including switching between the options listed below, must be documented in the SWPPP:

(1) At least once every seven calendar days and within 48 hours after any storm event equal to or greater than a 2-year, 24-hour storm has ceased during a normal work day and within 72 hours if the event ceases during a non-work day such as a weekend or holiday; or

(2) Once every 14 calendar days and within 24 hours of the occurrence of a storm event of 0.25 inches or greater or the occurrence of runoff from snowmelt. To determine if a storm event of 0.25 inches or greater has occurred on-site, the permittee must either keep a properly maintained precipitation gauge on site, or obtain the storm event information from a weather station near the site.
   (a) Inspections shall be conducted within 24 hours once a storm event has produced 0.25 inches within a 24 hour period, even if the storm event is still continuing.
   (b) If the permittee has elected to inspect every 14 calendar days and there is a storm event at the site that continues for multiple days, and each day of the storm produces 0.25 inches or more of rain, the permittee is required to conduct an inspection within 24 hours of the first day of the storm and within 24 hours after the end of the storm.

18. The SWPPP must explain how the person responsible for erosion control will be notified when stormwater runoff occurs

19. Site Inspections Reports: A log of each inspection and copy of the inspection report shall be kept readily accessible and must be available upon request by the department. Electronic logs are acceptable as long as reports can be provided in a timely manner. If inspection reports are kept off-site, the SWPPP must indicate where they are stored. The inspection report shall be signed by the permittee or by the person performing the inspection if duly authorized to do so. The inspection report is to include the following minimum information:
    a. Inspector's name;
    b. Date of inspection;
    c. Observations relative to the effectiveness of the BMPs;
    d. Actions taken or necessary to correct the observed problem; and
    e. Listing of areas where land disturbance operations have permanently or temporarily stopped.

20. Notification to All Contractors: The permittee shall be responsible for notifying each contractor or entity (including utility crews and city employees or their agents) who will perform work at the site of the existence of the SWPPP and what action or precautions shall be taken while on-site to minimize the potential for erosion and the potential for damaging any BMP. The SWPPP shall contain a record of notification; for example, a list of contractors or entities given a copy of the SWPPP or education session sign-in sheet. The permittee is responsible for any damage a subcontractor may do to established BMPs and any subsequent water quality violation resulting from the damage.

21. Public Notification: The permittee shall post a copy of the public notification sign on page 15 of this permit at the main entrance to the site. The public notification sign must be visible from the public road that provides access to the site's main entrance. An alternate location is acceptable provided the public can see it and it is noted in the SWPPP. The public notification sign must remain posted at the site until the permit has been terminated.

OTHER DISCHARGES

A record of each reportable release of hazardous substance shall be retained with the SWPPP and made available to the department upon request. The department may also require the submittal of a written or electronic report detailing measures taken to clean up the spill within five (5) days of the spill. Such a report must include the type of material spilled, volume, date of spill, date clean-up was completed, clean-up method, and final disposal method.

SAMPLING REQUIREMENTS AND EFFLUENT LIMITATIONS

The department may require sampling and reporting as a result of illegal discharges, compliance issues, complaint investigations, or other such evidence of contamination from activities at the site. If such an action is needed, the department will specify in writing any sampling requirements, including such information as location, extent and parameters.

RECORDS

1. The permittee shall retain copies of this general permit, the SWPPP and all amendments for the site, results of any monitoring and analysis, and all site inspection records. The records shall be accessible during normal business hours. The records shall be retained for a period of at least three years from the date of the Letter of Termination.

2. The permittee shall provide a copy of the SWPPP to the department, USEPA, or any local agency or government representative if they request a copy in the performance of their official duties.

3. The permittee shall provide a copy of the SWPPP to those who are responsible for installation, operation, or maintenance of any BMP. The permittee, their representative, and/or the contractor(s) responsible for installation, operation and maintenance of the BMPs shall have a current copy of the SWPPP with them when on the project site.

LAND PURCHASE AND CHANGE OF OWNERSHIP

1. If the permittee sells any portion of the permitted site to a developer for commercial, industrial, or residential use, this land remains a part of the common sale and the new owner must obtain a permit prior to conducting any land disturbance activity. Therefore, the original permittee must amend the SWPPP to show that the property has been sold and therefore no longer under the original permit coverage.

2. Property of any size which is part of a larger common plan of development where the property has been stabilized and the original permit terminated will require application of a new land disturbance permit for any future land disturbance activity unless exempted per 10 CSR 20-6.010(1)(B), 10 CSR 20-6.200(1)(B), and 40 CFR 122.26(a)(2)(ii). .

3. If the entire tract is sold to a single entity, then this permit shall be terminated when the new owner obtains a new land disturbance permit for the site.

4. If a portion of a larger common plan of development is sold to an individual for the purpose of building his or her own private residence, a permit is required if the portion of land sold is equal to or greater than one acre while no permit is required for less than one acre of land sold.

TERMINATION

This permit may be terminated when all projects are stabilized. The project is considered to be finally stabilized when perennial vegetation, pavement, buildings, or structures using permanent materials cover all areas that have been disturbed. With respect to areas that have been vegetated, vegetation cover shall be at least 70% over 100% of the site. In order to terminate the permit, the permittee shall notify the department by submitting *Form H- Request for Termination of a General Permit* (http://dnr.mo.gov/forms/780-1409-f.pdf).

DUTY TO REAPPLY

Unless terminated, the permittee shall submit an application for the renewal of this permit by submitting *Form E-Application for General Permit* (http://dnr.mo.gov/forms/780-0795-f.pdf) and

Form G – Application for Stormwater Permit Under the General Permit: Land Disturbance (http://dnr.mo.gov/forms/780-1408-f.pdf) no later than thirty (30) days prior to the permit's expiration date. If a facility submits a timely and complete application in accordance with 10 CSR 20-6.010(5)(B), (5)(C), and (10)(E)1, as well as § 644.051.10, RSMo 2015, if the department is unable, through no fault of the permittee, to issue a renewal prior to expiration of the previous permit, the terms and conditions of the expired permit are administratively continued and will remain fully effective and enforceable until such time when a permit action is taken. Failure to submit a renewal application for a facility that is still in operation is a violation of the Missouri Clean Water Law. As part of the complete application and as required by the federal NPDES eReporting rule, participation in the department's Electronic Discharge Monitoring Report Submission System (eDMR) will be required. Facilities already participating in eDMR need not re-apply upon renewal. More information can be found at: http://dnr.mo.gov/env/wpp/edmr.htm. Failure to apply for renewal of a permit may result in termination of this permit and enforcement action to compel compliance with this condition and the Missouri Clean Water Law. This permit may be applied for and issued electronically once made available by the director in accordance with Section 644.051.10, RSMo.

MODIFICATION, REVOCATION, AND REOPENING

1. The full implementation of this operating permit shall constitute compliance with all applicable federal and state statutes and regulations in accordance with §644.051.16, RSMo, and the CWA section 402(k); however, this permit may be reopened and modified, or alternatively revoked and reissued to comply with any applicable effluent standard or limitation issued or approved under Sections 301(b)(2)(C) and (D), 304(b)(2), and 307(a) (2) of the Clean Water Act, if the effluent standard or limitation so issued or approved:
   a. contains different conditions or is otherwise more stringent than any effluent limitation in the permit; or
   b. controls any pollutant not limited in the permit.
2. If this permit is reopened, modified or revoked pursuant to this Section, the permittee retains all rights under Chapter 536 and 644 Revised Statutes of Missouri upon the department's reissuance of the permit as well as all other forms of administrative, judicial, and equitable relief available under law.

STANDARD CONDITIONS

These Standard Conditions incorporate permit conditions as required by 40 CFR 122.41 or other applicable state statutes or regulations. These minimum conditions apply unless superseded by requirements specified in the permit.

1. Other Information: Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the department, it shall promptly submit such facts or information.

2. Duty to Comply: The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Missouri Clean Water Law and Federal Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

3. Duty to Provide Information: The permittee shall furnish to the department, within a reasonable time, any information which the department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the department upon request, copies of records required to be kept by this permit.

4. Inspection and Entry: The permittee shall allow the department, or an authorized representative (including an authorized contractor acting as a representative of the department), upon presentation of credentials and other documents as may be required by law, to:
   a. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of the permit;
   b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
   c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
   d. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Federal Clean Water Act or Missouri Clean Water Law, any substances or parameters at any location.

5. Signatory Requirement:
   a. All permit applications, reports required by the permit, or information requested by the department shall be signed and certified. (See 40 CFR 122.22 and 10 CSR 20-6.010)
   b. The Federal Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than six (6) months per violation, or by both.
   c. The Missouri Clean Water Law provides that any person who knowingly makes any false statement, representation or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to sections 644.006 to 644.141 shall, upon conviction, be punished by a fine of not more than ten thousand dollars, or by imprisonment for not more than six months, or by both.

Missouri
Department of
Natural Resources

STORMWATER DISCHARGES FROM THIS LAND DISTURBANCE SITE ARE AUTHORIZED BY THE MISSOURI STATE OPERATING PERMIT NUMBER:

ANYONE WITH QUESTIONS OR CONCERNS ABOUT STORMWATER DISCHARGES FROM THIS SITE, PLEASE CONTACT THE MISSOURI DEPARTMENT OF NATURAL RESOURCES AT

1-800-361-4827

Missouri Department of Natural Resources
Fact Sheet
MO-R100000

The Federal Water Pollution Control Act [Clean Water Act (CWA)] Section 402 of Public Law 92-500 (as amended) established the National Pollution Discharge Elimination System (NPDES) permit program. This program regulates the discharge of pollutants from point sources into the waters of the United States, and the release of stormwater from certain point sources. All such discharges are unlawful without a permit (Section 301 of the CWA). After a permit is obtained, a discharge not in compliance with all permit terms and conditions is unlawful. Missouri State Operating Permits (permit) are issued by the Missouri Department of Natural Resources (department) under an approved program, operated in accordance with federal and state laws (Federal CWA and Missouri Clean Water Law Section 644 as amended). Permits are issued for a period of five (5) years unless otherwise specified.

Per 40 CFR 124.56, 40 CFR124.8, and 10 CSR 20-6.020(1)(A)2., a Fact Sheet shall be prepared to give pertinent information regarding the applicable regulations, rationale for the development of effluent limitations and conditions, and the public participation process for the permit. A Fact Sheet is not an enforceable part of a permit.

This Fact Sheet is for a:

- ☐ Major
- ☐ Minor
- ☐ Industrial Facility
- ☐ Variance
- ☒ Master General Permit
- ☐ Permit with widespread public interest

Definitions

Common Promotional Plan: A plan undertaken by one (1) or more persons, to offer lots for sale or lease; where land is offered for sale by a person or group of persons acting in concert, and the land is contiguous or is known, designated or advertised as a common unit or by a common name or similar names, the land is presumed, without regard to the number of lots covered by each individual offering, as being offered for sale or lease as part of a common promotional plan.

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

Infeasible: Infeasible means not technologically possible, or not economically practicable and achievable in light of best industry practices.

Larger Common Plan of Development or Sale: A contiguous area where multiple separate and distinct construction activities are occurring under one plan.

Non-structural Best Management Practice: Institutional, educational or pollution prevention practices designed to limit the amount of stormwater runoff or pollutants that are generated in the landscape. An example includes ordinance development.

Ordinary High Water Mark: The line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation and/or the presence of litter and debris.

Peripheral: For the purposes of this permit, peripheral should be defined as the outermost boundary of the area that will be disturbed.

Permanently: For the purposes of this permit, permanently should be defined as any activity that has been

ceased without any intentions of future disturbance.

Structural Best Management Practice: Physical controls working individually or as a group, appropriate to the source, location, and area climate for the pollutant to be controlled. Examples include moving earth for sedimentation basin and planting vegetation.

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

Part I – Facility Information

Facility Type:	Industrial Stormwater
Facility Description:	Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling, and other activities that result in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution to waters of the state).

This permit establishes a SWPPP requirement to minimize pollutants of concern from this type of facility or for all facilities covered under this permit. 10 CSR 20-6.200(6)(A)7. specifies that "general permits shall contain BMP requirements and/or monitoring and reporting requirements to keep the stormwater from becoming contaminated." Local conditions are not considered when developing conditions for a general permit. A facility may apply for a site-specific permit if they desire a review of local conditions.

While drafting this permit for renewal, the department hosted four public meetings on January 27, February 24, April 18, and May 19, 2016, which allowed stakeholders to voice concerns about conditions within the permit and submit comments during the period of initial involvement. These concerns were taken into consideration when drafting the permit.

Part II – Receiving Stream Information

APPLICABLE DESIGNATIONS OF WATERS OF THE STATE:
Per Missouri Effluent Regulations (10 CSR 20-7.015), the waters of the state are divided into seven (7) categories. This permit applies to facilities discharging to the following water body categories:

Please mark all appropriate designated waters of the state categories of the receiving stream.

- ☒ Missouri or Mississippi River [10 CSR 20-7.015(2)]
- ☒ Lakes or Reservoirs [10 CSR 20-7.015(3)]
- ☒ Losing Streams [10 CSR 20-7.015(4)]
- ☒ Metropolitan No-Discharge Streams [10 CSR 20-7.015(5)]
- ☒ Special Streams [10 CSR 20-7.015(6)]
- ☐ Subsurface Waters [10 CSR 20-7.015(7)]
- ☒ All Other Waters [10 CSR 20-7.015(8)]

Missouri Water Quality Standards (10 CSR 20-7.031) defines the Clean Water Commission water quality objectives in terms of "water uses to be maintained and the criteria to protect those uses." The receiving stream and/or 1st classified receiving stream's beneficial water uses shall be maintained in accordance with 10 CSR 20-7.031(4). The BMP requirement established by this permit are intended to be protective of all streams that fall within the categories of receiving water bodies indicated above. A general permit does not take into consideration site-specific conditions.

Part III – Applicability

Condition number 5 includes support activities. Those support activities are to become part of the land disturbance permitted area and included in the acreage calculations, whether the support activities are located adjacent to, on-site or off-site from the main land disturbance construction area. For example, if the main land disturbance site is 0.6 acres and the project needs fills that is gathered from a borrow site specific to this project which equals 0.5 acres, then the total acreage for this project is an acre or more and the conditions of this permit apply to both the main construction area and the borrow area.

Condition number 14 was expanded to include a more comprehensive list of state and federal requirements that must be taken into consideration.

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the United States Fish and Wildlife Service. For more information about requirements of the Endangered Species Act, please visit the following links:

1. To determine the potential for species of concern within or near a project, please visit the United States Fish and Wildlife Services' "Information, Planning and Conservation" website at http://ecos.fws.gov/ipac/.
2. If there are listed species in the county or township, check to see if critical habitat has been designated and if that area overlaps or is near the project area. Critical habitat designations and associated requirements may also be found at 50 CFR Parts 17 and 226. For additional information, use the map view tool at http://criticalhabitat.fws.gov/crithab/ to find data specific to the state and county.

The Missouri Department of Conservation's internet site for the Natural Heritage Review may be very helpful and can be found at the following link, https://naturalheritagereview.mdc.mo.gov/.

Part IV – Exemptions

Condition Number 2 was added to cite all state exemptions from permitting requirements, combining several previous cited exemptions into one condition and reference. This includes an exemption for linear construction where the entire disturbance, including clearing of land to access the linear disturbance, is less than two feet in width.

Condition Number 3 was added to cite federal regulations that exclude land disturbance projects related to the installation or maintenance work for oil and gas related activities.

Part V – Rationale of Technology Based Limitations & Permit Conditions

303(d) LIST & TOTAL MAXIMUM DAILY LOAD (TMDL):
Section 303(d) of the Federal CWA requires that each state identify waters that are not meeting Water Quality Standards and for which adequate water pollution controls have not been required. Water Quality Standards protect such beneficial uses of water as whole body contact, maintaining fish and other aquatic life, and providing drinking water for people, livestock, and wildlife. The 303(d) list helps state and federal agencies keep track of waters that are impaired but not addressed by normal water pollution control programs.

ANTI-BACKSLIDING:
A provision in the Federal Regulations [CWA Section 303(d) (4); CWA Section 402(c); 40 CFR Part 122.44(I)] that requires a reissued permit to be as stringent as the previous permit with some exceptions.

☒ Applicable: Backsliding proposed in this permit conforms to the anti-backsliding provisions of Section 402(o) of the CWA and 40 CFR 122.44. The department has determined that technical mistakes were made in the previous permit [CWA 402(o)(2)(B)(ii)]. The Department has determined that technical mistakes or mistaken interpretations of law were made in issuing the

permit under section 402(a)(1)(b).

Settleable Solids: The Settleable Solids limitation was removed since has been determined to not be a statewide technology or water quality based limitation given a variability of soil type in the state. Increased technology based best management practices have been included and are a more appropriate technology based requirement.

Water Quality Standard Narrative Prohibitions. The previous permit contained language which referenced narrative compliance with the water quality standards found in 10 CSR 20-7.031. In order to comply with 40 CFR 122.44(d)(1), the permit writer has conducted reasonable potential determinations for each general and applicable specific criterion and established numeric effluent limitations where reasonable potential exists. While the removal of the previous permit language creates the appearance of backsliding, the permit writer has evaluated discharges associated with this general permit as to whether reasonable potential to cause excursions of specific or general criteria on a statewide level and found that no reasonable potential exists given the proper implementation of a Stormwater Pollution Prevention Plan and associated best management practices and that the requirements of this permit are equally protective as compared to the previous permit. Therefore, given this new information, and the fact that the previous permit special condition was not consistent with 40 CFR 122.44(d)(1), an error occurred in the establishment of the general criteria as a special condition of the previous permit.

ANTIDEGRADATION:
Antidegradation policies ensure protection of water quality for a particular water body on a pollutant by pollutant basis to ensure Water Quality Standards are maintained to support beneficial uses such as fish and wildlife propagation and recreation on and in the water. This also includes special protection of waters designated as an Outstanding National Resource Water or Outstanding State Resource Water [10 CSR 20-7.031(3) (C)]. Antidegradation policies are adopted to minimize adverse effects on water. The department has determined that the best avenue forward for implementing the Antidegradation requirements into general permits is by requiring the appropriate development and maintenance of a SWPPP. The SWPPP must identify all Best Management Practices (BMPs) that are reasonable and effective, taking into account environmental impacts and costs. This analysis must document why no discharge or no exposure options are not feasible at the facility. This selection and documentation of appropriate control measures will then serve as the analysis of alternatives and fulfill the requirements of the Antidegradation Rule and Implementation Procedure 10 CSR 20-7.031(3) and 10 CSR 20-7.015(9)(A)5.

Any facility seeking coverage under this permit, which undergoes expansion or discharges a new pollutant of concern, must update their SWPPP and select new BMPs that are reasonable and cost effective. New facilities seeking coverage under this permit are required to develop a SWPPP that includes this analysis and documentation of appropriate BMPs. Renewal of coverage for a facility requires a review of the SWPPP to assure that the selected BMPs continue to be appropriate.

☒ Applicable: The main pollutant of concern in this permit is sediment. Compliance with the technology-based limitations established in this permit for the protection of General Criteria, along with the evaluation and implementation of BMPs as documented in the SWPPP, meets the requirements of Missouri's Antidegradation Review [10 CSR 20-7.031(3), 10 CSR 20-7.031 Table A, and 10 CSR 20-7.015(9)(A)5].

STORMWATER POLLUTION PREVENTION PLAN (SWPPP):
In accordance with 40 CFR 122.44(3)(k) Best Management Practices (BMPs), BMPs are implemented to control or abate the discharge of pollutants when: (1) Authorized under Section 304(e) of the CWA for the control of toxic pollutants and hazardous substances from ancillary industrial activities: (2) Authorized under Section 402(p) of the CWA for the control of stormwater discharges; (3) Numeric effluent limitations are infeasible; or (4) The practices are reasonably necessary to achieve effluent limitations and standards or to carry out the purposes and intent of the CWA.

In accordance with Developing Your Stormwater Pollution Prevention Plan, a Guide for Construction Sites (EPA 833-R-06-004; https://www3.epa.gov/npdes/pubs/sw_swppp_guide.pdf) published by the United States Environmental Protection Agency (EPA) in May 2007, BMPs are measures or practices used to reduce the amount of pollution entering waters of the state. BMPs may take the form of a process, activity, or physical structure. EPA developed resources and tools related to construction stormwater along with the BMPs to control and minimize stormwater (https://www.epa.gov/npdes/stormwater-discharges-construction-activities). Along with EPA's resources and tools, the International Stormwater BMP database (www.bmpdatabase.org/index.htm) may provide guidance on BMPs appropriate for specific industries.

Additionally in accordance with Stormwater Management, a SWPPP is a series of steps and activities to (1) identify sources of pollution or contamination, and (2) select and carry out actions which prevent or control the pollution of stormwater discharges.

☒ Applicable: A SWPPP shall be developed and implemented for each site and shall incorporate required practices identified by the department with jurisdiction, incorporate erosion control practices specific to site conditions, and provide for maintenance and adherence to the plan.

The new permit has been revised to allow permittees to store SWPPP documents electronically as long as they can be provided in an expedient manner.

Release of a hazardous substance must be reported to the department in accordance with 10 CSR 24-3.010. If the spill occurs outside of normal business hours, or if the permit holder cannot reach regional office staff for any reason, the permit holder is instructed to report the spill to the department's 24 hour Environmental Emergency Response hotline at (573) 634-2436 at the earliest practicable moment after discovery. Leaving a message on a department staff member voice-mail does not satisfy this reporting requirement.

WATER QUALITY STANDARDS:
Per 10 CSR 20-7.031(4), General Criteria shall be applicable to all waters of the state at all times, including mixing zones. Additionally, 40 CFR 122.44(d)(1) directs the department to include in each NPDES permit conditions to achieve water quality established under Section 303 of the CWA, including state narrative criteria for water quality.

SPECIFIC CRITERIA CONSIDERATIONS:
An evaluation of discharges associated with land disturbance activities has been conducted to determine if any pollutants discharged under this general permit would have reasonable potential to cause or contribute toward an excursion of specific water quality criterion. Pollutants discharged from land disturbance activities are not commonly associated with pollutants listed as specific criteria in the Missouri Water Quality Standards; therefore, reasonable potential to cause an excursion of a specific criterion does not exist.

GENERAL CRITERIA CONSIDERATIONS:
In accordance with 40 CFR 122.44(d)(1), effluent limitations shall be placed into the permit for those pollutants which have been determined to cause, have the reasonable potential to cause, or contribute to an excursion above any State water quality standard, including State narrative criteria for water quality. The rule further states that pollutants which have been determined to cause, have the reasonable potential to cause, or contribute to an excursion above a narrative criterion within an applicable State water quality standard, the permit shall contain a numeric effluent limitation to protect that narrative criterion. In order to comply with this regulation, the permit writer will complete reasonable potential determinations on whether the discharge will violate any of the general criteria listed in 10 CSR 20-7.031(4). These specific requirements are listed below followed by derivation and discussion [the lettering matches that of the rule itself, under 10 CSR 20-7.031(4)]. It should also be noted that Section 644.076.1, RSMo states that it shall be unlawful for any person to cause or permit any discharge of water contaminants from any water contaminant or point source located in Missouri that is in violation of sections 644.006 to 644.141 of the Missouri Clean Water Law or any

standard, rule or regulation promulgated by the commission.

(a) Waters shall be free from substances in sufficient amounts to cause the formation of putrescent, unsightly or harmful bottom deposits or prevent full maintenance of beneficial uses. The SWPPP requires implementation of best management practices to store, prevent, or minimize stormwater and/or any related land disturbance activity discharges (namely sediment). If one follows their SWPPP and other permit conditions including timely inspections, no reasonable potential to cause an excursion of this narrative exists. Additionally, there had been no indication to the Department that a stream has had issues maintaining beneficial uses as a result of the controlled and managed stormwater discharges per the SWPPP. Therefore, based on the information reviewed during the drafting of this permit, no reasonable potential to cause or contribute to an excursion of this criterion exists.
(b) Waters shall be free from oil, scum and floating debris in sufficient amounts to be unsightly or prevent full maintenance of beneficial uses. Please see (a) above as justification is the same.
(c) Waters shall be free from substances in sufficient amounts to cause unsightly color or turbidity, offensive odor or prevent full maintenance of beneficial uses. Please see (a) above as justification is the same.
(d) Waters shall be free from substances or conditions in sufficient amounts to result in toxicity to human, animal or aquatic life. This permit addresses discharges from land disturbance activities and it not expected to include an toxic pollutants. Best management practices are to be addressed in the SWPPP should any toxic pollutant of concern be on-site.
(e) There shall be no significant human health hazard from incidental contact with the water. Please see (a) above as justification is the same.
(f) There shall be no acute toxicity to livestock or wildlife watering. Please see (d) above as justification is the same.
(g) Waters shall be free from physical, chemical or hydrologic changes that would impair the natural biological community. Please see (a) above as justification is the same.
(h) Waters shall be free from used tires, car bodies, appliances, demolition debris, used vehicles or equipment and solid waste as defined in Missouri's Solid Waste Law, section 260.200, RSMo, except as the use of such materials is specifically permitted pursuant to section 260.200-260.247. Please see (a) above. Additionally, any solid wastes received or produced at this facility are wholly contained in appropriate storage facilities, are not discharged, and are disposed of offsite. Therefore, this discharge does not have reasonable potential to cause or contribute to an excursion of this criterion.

The settleable solids requirement was removed from this permit and was replaced with additional, more specific BMP requirements. The settleable solids limit was determined not to be protective of all waters across the state, therefore, it was removed. Examples of these BMPs include requirements to:

- Install and maintain perimeter controls along areas of the site that will receive pollutant discharges;
- Minimize sediment track-out from the site;
- Provide storage for runoff up to and including a 2-year, 24-hour storm event when designing sedimentation basins; and
- Direct stormwater to vegetated areas.

The minimum buffer width was increased from 25 feet to 50 feet. Studies have shown that a 50 foot vegetative buffer more adequately treats sediment from stormwater discharges. This appears to be standard in EPA's permit as well as in many other states. A literature review was conducted to assess the effectiveness of buffer widths in relation to sediment removal. In an early literature review on grass buffers in agricultural settings, Dosskey (2001) concluded that 40 -100% of sediment entering from cultivated fields was removed using buffer strips 0.5 to 20 meters. Liu *et al.* (2008) conducted an analysis of 85 estimates of sediment removal by vegetated buffers. They found that sediment removal efficiency (E_s, the percentage of inflowing sediment trapped within a buffer) increased with buffer width according to the relationship: $E_s = 13.4 \log_e (w)+56.9$ in

which w (m) is buffer width. This equation predicts that E_s increases from 78% for a 5 meter wide buffer to 88% and 97% at widths of 10 meters and 20 meters, respectively. Yaun *et al.* (2009; 93 estimates) and Zhang *et al.* (2010; 81 estimates) garnered similar results to Liu *et al.*

In order to design controls that match the sediment removal efficiency of a 50- foot buffer, first the permittee must know what this efficiency is for the site. The sediment removal efficiencies of natural buffers vary according to a number of site-specific factors, including precipitation, soil type, land cover, slope length, width, steepness, and the types of sediment controls used to reduce the discharge of sediment prior to the buffer.

Sediment removal efficiencies are based on the U.S. Department of Agriculture's RUSLE2 (Revised Universal Soil Loss Equation 2) model for slope profiles using a 100-foot long exposed slopes.

Sediment removal is defined as the annual sediment delivered at the downstream end of the 50-foot natural buffer (tons/yr/acre) divided by the annual yield from cleared area (tons/yr/acre).

Sediment removal is in part a function of (1) a perimeter control (i.e., silt fence) located between the disturbed portion of the site and the upland edge of the natural buffer and (2) stormwater flows traveling through a 50-foot buffer of undisturbed natural vegetation.

Additional guidance may be found at https://www.epa.gov/sites/production/files/2017-02/documents/2017_cgp_final_appendix_g_-_buffer_reqs_508.pdf.

Inspection frequencies: Site inspection frequencies have been changed from the previous permit based upon guidance from the USEPA and from stakeholder discussions. These frequencies will allow flexibility but will still allow for frequent enough inspections to ensure that all BMPs are adequately functioning.

Part VI – Effluent Limitations Determination

In this general permit, Technology-Based Effluent Limitations are established through the SWPPP and BMP requirements. Effective BMPs may have to be designed on a site-specific basis. The implementation of monitoring provides a tool for each facility to evaluate the effectiveness of BMPs to ensure protection of water quality.

Part VII – Land Purchase and Change of Ownership

A **"larger common plan of development or sale"** is a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan. This term is used in conjunction with common promotional plan, as defined in §644, RSMo.

Any portion of a project that is sold to a developer is still considered part of a larger common plan of development or sale and will require a permit.

If a portion of a site is sold to an individual for the purpose of building his or her private residence:

- A permit is required if the portion of land sold is equal to or greater than one acre.
- A permit is not required if the portion of land sold is less than one acre.

Part VIII – Termination

The word 'plant density' was removed from the first paragraph since the department determined that percent of vegetative cover more accurately describes the vegetative requirements of this permit. This decision was made after discussion within the department and with stakeholders.

It is preferable that temporary BMPs such as sediment fence be removed prior to permit termination to

eliminate potential solid waste issues that may occur as a result of unnecessary and unmaintained BMPs.

Additional options for winter site stabilization as part of the vegetation requirement may exist, such as using a seeded erosion control blanket.

Part IX – Duty to Reapply

This section has been revised to reflect the current applicable statutes which require applicants to submit an application for coverage 30 days prior to expiration of this permit. Currently, a paper application if required; however, applicants are to submit an application for coverage electronically as soon as they are made available by the director. The department will announce the availability status of the new permit and the process to reapply at least 60 days prior to the expiration of the existing permit.

Part X – Standard Conditions

This section was revised to only include the standard conditions that specifically apply to this permit. All other conditions have been removed.

Part XI – Administrative Requirements

On the basis of preliminary staff review and applicable standards and regulations, the department, as administrative agent for the Missouri Clean Water Commission, proposes to issue a permit(s) subject to certain effluent limitations, schedules, and special conditions contained herein and within the permit. The proposed determinations are tentative pending public comment.

PUBLIC NOTICE:
The department shall give public notice that a draft permit has been prepared and its issuance is pending. Additionally, public notice will be issued if a public hearing is to be held because of a significant degree of interest or because of water quality concerns related to a draft permit. No public notice is required when a request for a permit modification or termination is denied; however, the requester and facility must be notified of the denial in writing.

The department must give public notice of a pending permit or of a new or reissued Missouri State Operating Permit. The public comment period is a length of time not less than thirty (30) days following the date of the public notice, during which interested persons may submit written comments about the proposed permit.

For persons wanting to submit comments regarding this proposed permit, please refer to the Public Notice page located at the front of this draft permit. The Public Notice page gives direction on how and where to submit appropriate comments.

☒ The Public Notice period seeking comments on this permit occurred from March 31 to May 1, 2017.

DATE OF FACT SHEET: 06/16/2017

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APPENDIX M

DRAWING