CITY CONTRACT NO. 8494

THIS CONTRACT, made and entered this 20th day of February, 20 14, by and between the City of Joplin, A Municipal Corporation, Party of the First Part, And

Emery Sapp & Sons Inc.
5350 State Hwy AA
Springfield, MO 65803

Contractor, Party of the Second Part,

WITNESSETH: The said party of the second part hereby agrees with said party of the first part to furnish at his own cost and expense all labor, material, machinery, plant equipment, transportation and other things that may be required therefore and to do the work in a first-class and workmanlike manner, and to pay for all labor and material, and settle all damages and judgments by reason of negligence or unauthorized acts of themselves, agents or employees, and execute in connection herewith a good and sufficient bond in the amount of Three Hundred Ninety Eight Thousand Seven Hundred Twenty Six and 00/100 Dollars ($398,726.00); approved by the proper officer, as a guarantee to said City for:

Murphy Blvd Trail 4th Street to 20th Street - 2013

And to perform the same in accordance with specifications and all the provisions of the Joplin City Code of 1998, as amended, and according to the City Engineer's Plan No 8494 and Estimate No. 8494 on file in the office of the Director of Public Works. All of which are by reference made and part of this contract and to perform said work for the following prices to-wit:

Murphy Blvd Trail 4th – 20th Street					
Item No.	**Item**	**Quantity**	**Unit**	**Unit Price**	**Extended Price**
1	ADA Ramp Installations	25	EA	750.00	$18,750.00
2	Linear grading	7,100	LF	12.50	$88,750.00
3	6" Concrete path 10' wide w 2" Base Rock	5,652	SY	38.50	$217,602.00
4	Thermo Plastic crosswalk striping	700	LF	14.50	$10,150.00
5	Thermo Stop Bar	14	LF	14.50	$203.00
6	Thermo Yield Bar	44	LF	75.00	$3,300.00
7	Existing Stone Path Repair	100	Ton	25.00	$2,500.00
8	Rest Areas – 6" Concrete with 2" Base	3	EA	845.00	$2,535.00

9	Barrier Curb	150	LF	27.00	$4,050.00
10	Headwalls	2	EA	1,250.00	$2,500.00
11	12" CMP	20	LF	35.00	$700.00
12	Misc Concrete Removal	232	SY	14.00	$3,248.00
13	Earthen Fill	250	CY	5.40	$1,350.00
14	Pedestrian Railing	40	LF	55.00	$2,200.00
15	Seed & Mulch	14,200	SF	0.09	$1,278.00
16	Mobilization (not to exceed 5%)	1	LS	18,000.00	$18,000.00
17	Truncated Dome Panel	2	EA	230.00	$460.00
18	Erosion Control	1	LS	4,350.00	$4,350.00
19	Disposal and Hauling of lead contaminated soil	300	CY	8.00	$2,400.00
20	Traffic Control	1	LS	14,400.00	$14,400.00
		Total			**$ 398,726.00**

It is stipulated that not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri shall be paid to all workmen performing work under this contract. In the event that the second party fails to pay each workman a sum equal to the stipulated prevailing wage rates, the second party shall pay unto the City as a penalty, the sum of ten dollars ($10.00) per day for each workman who is paid less than such stipulated rate for work done under this contract.

Contractor represents and agrees that it is enrolled and participating 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. Contractor agrees that it does not knowingly employ any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

The Director of Public Works shall give the party of the second part notice in writing to commence said work, and the same shall be completed by April 30, 2014. Should the party of the second part fail to complete said work on or before said date or such additional time allowed by the said date or such party of the first part, a penalty of

FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per calendar day shall be deducted from the contract amount until said work is completed to the satisfaction of the Director of Public Works.

The second party agrees to keep posted in a prominent and easily accessible place at the site where the work is being performed, by it or each sub-contractor, a clearly legible statement of all prevailing wages pertaining to workmen engaged in the performance of this contract.

It is further stipulated that the second party will produce records of the wages paid to workmen employed in construction under this contract for the inspection of the Director of Public Works or members of his department.

It is further stipulated and agreed that before final payment is made or tax bills finally issued, that the second party provide an affidavit to the first party, stating that under this contract he has fully complied with the prevailing wage law.

It is further stipulated that the attached General Condition Requirements for Community Development Block Grant funds be adhered to and signed as part of this contract.

And when the work embraced in this contract is fully completed agreeable to the specifications and stipulations thereof and accepted by said City and upon certification to the Director of Finance, the contractor will be paid in cash.

IN WITNESS WHEREOF, the said City of Joplin, acting by and through the Director of Public Works, and the said party of the second part, having subscribed these presents the day and year first above written.

CITY OF JOPLIN

By _____
Party of the First Part
Nicholas A. Heatherly, PE
Director of Public Works

CONTRACTOR

By _____
Party of the Second Part

Federal ID No. 43-1706648

Approved as to form this 12th day

of February, 2014.

Brian W. Head, City Attorney

I. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Sub recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub recipient is an independent contractor.

C. Hold Harmless

The Sub recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Sub recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Sub recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub recipient's responsibilities with respect to services provided under this

contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Sub recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub recipient within 30 days after receipt by the Sub recipient. Failure of the Sub recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub recipient audits and OMB Circular A-133.(A-133 Audit required if the Sub Recipient receives $500,000 or more in federal funds)

C. Reporting and Payment Procedures

1. Program Income

The Sub recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub recipient will develop an indirect cost allocation plan for determining the appropriate Sub recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub recipient funds available under this Agreement based upon information submitted by the Sub recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Sub recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub recipient.

4. Progress Reports

The Sub recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Sub recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Sub recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Sub recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Sub recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Sub recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

III. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing

regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the

program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Sub recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Sub recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises 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 may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of

investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Sub recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part

5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub recipient and any of the Sub recipient's sub recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub recipient and any of the Sub recipient's sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based

paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Sub recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents 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. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Sub recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with

documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Sub recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such

activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub recipient, or any designated public agency.

5. Lobbying

The Sub recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;

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

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Sub recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

V. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Sub recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

VI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIII. WAIVER

The Grantee's failure to act with respect to a breach by the Sub recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub recipient with respect to this Agreement.

Date 2/20/14

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

[Sub recipient]

Name

ASSISTANT VICE PRESIDENT
Title

(City)

Troy Bolander
Planning & Community Development
Manager

ATTEST:

Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

Brian W. Head
City Attorney

[NOTE: For the above sections, if the Sub recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

BIDDER

SECTION 3 PLAN FORMAT

If award is received, EMERY SAPP & SONS, INC. (name of contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of TOPLINE.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area, and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations, and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
4. To insert the Section 3 Contract Provisions clause in all subcontracts over $100,000, to obtain Tables A and B from said subcontractors, and to obtain all documentation for completion of Tables C and D prior to final payment. (Loans, grants, contracts, and subsidies for less than $100,000 will be exempt.)
5. To contact unions, subcontractors, and trade associations to secure their cooperation for this program.
6. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
7. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
8. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
9. To list on Table A, information related to proposed subcontracts to be awarded to Section 3 businesses.
10. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
11. If successful bidder, to submit prior to final payment Tables C and D to city/county grantees which includes all applicable hirees and subcontractors utilized on this project.

As officers and representatives of EMERY SAPP & SONS INC.
(Name of Bidder)

we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

ASSISTANT VICE PRESIDENT
Title

12/16/2013
Date

Signature

Title

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	1	1	0	0
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE: Operator				
Journeymen	5	5	0	0
Helpers				
Apprentices				
Trainees				
Others				
TRADE: Laborer				
Journeymen	8	8	0	0
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan are of the state.

Emery Sapp and Sons, Inc.
Company

Murphy Trail Improvements
Project Name

8494
Project Number

David Moran
Person Completing Form

3/11/14
Date

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	1	1	0	0
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE: Operator				0
Journeymen	5	5	0	
Helpers				
Apprentices				
Trainees				
Others				
TRADE: Laborer				0
Journeymen	8	8	0	
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan are of the state.

Emery Sapp and Sons, Inc.
Company

Murphy Trail Improvements
Project Name

8494
Project Number

David Moran
Person Completing Form

3/11/14
Date

CERTIFICATE OF LIABILITY INSURANCE 4/1/2014

DATE (MM/DD/YYYY): 1/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1327113 EMERY SAPP & SONS, INC. 140 WALNUT STREET KANSAS CITY MO 64106	INSURER A: Old Republic Insurance Company — NAIC # 24147 INSURER B: Starr Indemnity & Liability Company — NAIC # 38318 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 12763700 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	A7CG97541303	4/1/2013	4/1/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X $50,000 PD & BI DED.						PERSONAL & ADV INJURY	$ 1,000,000
	X PRODUCTS-COMP/OP						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY	Y	N	A7CA97541303	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	UMBRELLA LIAB X OCCUR	N	N	SISCCCL00020513	4/1/2013	4/1/2014	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	A7CW97541303	4/1/2013	4/1/2014	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: MURPHY BLVD TRAIL 4TH - 20TH STREET. CITY OF JOPLIN ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12763700
CITY OF JOPLIN
602 S MAIN STREET
JOPLIN MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Russell Easton

MISSOURI DEPARTMENT OF REVENUE
CUSTOMER SERVICES DIVISION

PROJECT EXEMPTION CERTIFICATE

FORM **5060** (REV. 1-2008)

TO BE GIVEN TO YOUR CONTRACTOR

NAME OF EXEMPT ENTITY ISSUING THE CERTIFICATE	MISSOURI TAX EXEMPTION NUMBER
CITY OF JOPLIN	12490440

ADDRESS	CITY	STATE	ZIP
602 S. MAIN STREET	JOPLIN	MO	64801

BEGIN DATE FOR PROJECT	PROJECTED COMPLETION DATE	PROJECT NUMBER
03-17-2014	05-30-14	8494

DESCRIPTION OF PROJECT

Muphy Blvd Trail 4th - 20th.

PROJECT LOCATION	EXPIRATION DATE
rphy Blvd 4th - 20th	05-30-14

THIS EXEMPTION DOES NOT APPLY TO THE PURCHASE OR RENTAL OF MACHINERY, EQUIPMENT, OR TOOLS BY THE CONTRACTOR OR SUB-CONTRACTOR.

Give a signed copy of this certificate, along with a copy of your Missouri Sales/Use Tax Exemption Letter to each contractor and/or subcontractor who will be purchasing tangible personal property for use in this project. It is your responsibility to ensure the validity of the certificate. You must issue a new certificate if any of the information changes.

EXEMPT ENTITY'S AUTHORIZED SIGNATURE	DATE
Don Allgood	3-11-14

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo. I also declare under penalties of perjury that I employ no illegal or unauthorized aliens as defined under federal law and that I am not eligible for any tax exemption, credit or abatement if I employ such aliens.

NAME OF PURCHASING CONTRACTOR

ADDRESS	CITY	STATE	ZIP

Contractors present this to your supplier in order to purchase the necessary materials tax exempt.

NOTE: COMPLETE AND SIGN BOTTOM PORTION IF EXTENDING CERTIFICATE TO YOUR SUBCONTRACTOR.

NAME OF PURCHASING SUBCONTRACTOR

ADDRESS	CITY	STATE	ZIP

SIGNATURE OF CONTRACTOR	DATE

MO 860-3042 (1-2008)

This publication is available upon request in alternative accessible format(s).

CERTIFICATION REGARDING GOVERNMENT-WIDE 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.

EMERY SAPPLSHS INC.

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

DANIEL J. HALL ASSISTANT VICE PRESIDENT

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

Signature of Certifying Official

02-06-14

Date

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 20

Section 049

JASPER COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Robert A. Bedell, Acting Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 8, 2013**

Last Date Objections May Be Filed: **April 8, 2013**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			$24.22	56	28	$11.00
Boilermaker			$32.72	57	7	$26.89
Bricklayer and Stone Mason	6/13		$27.67	24	74	$15.63
Carpenter	6/13		$22.00	6	63	$14.15
Cement Mason			$22.40	64	4	$9.10
Electrician (Inside Wireman)	7/13		$25.05	27	9	$11.76 + 8%
Electrician (Outside-Line Construction\Lineman)			$37.10	125	65	$5.00 + 34.5%
Lineman Operator			$35.12	125	65	$5.00 + 34.5%
Groundman			$23.98	125	65	$5.00 + 34.5%
Communication Technician	7/13		$25.05	27	9	$11.76 + 8%
Elevator Constructor	6/13	42	$42.340	26	54	$26.705
Operating Engineer						
Group I	6/13		$24.85	84	4	$11.93
Group II	6/13		$23.26	84	4	$11.93
Group III	6/13		$22.55	84	4	$11.93
Group III-A	6/13		$23.26	84	4	$11.93
Group IV						
Group V	6/13		$14.91	84	4	$11.93
Pipe Fitter		b	$27.35	19	1	$14.22
Glazier	6/13		$21.80	36	52	$5.86
Laborer (Building):						
General	6/13		$19.18	29	64	$11.22
First Semi-Skilled	6/13		$19.18	29	64	$11.22
Second Semi-Skilled	6/13		$19.18	29	64	$11.22
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/13		$23.83	123	78	$13.89
Marble Mason	6/13		$21.15	124	74	$12.68
Millwright	6/13		$22.00	6	63	$14.15
Ironworker			$26.00	50	4	$25.65
Painter	6/13		$20.45	7	14	$11.78
Plasterer			$22.54	64	4	$9.30
Plumber		b	$27.35	19	1	$14.22
Pile Driver	6/13		$22.00	6	63	$14.15
Roofer \ Waterproofer	6/13		$22.00	10	2	$9.13
Sheet Metal Worker	7/13		$27.76	4	24	$13.01
Sprinkler Fitter - Fire Protection	6/13		$30.02	33	19	$18.55
Terrazzo Worker	6/13		$28.15	124	74	$14.32
Tile Setter	6/13		$21.15	124	74	$12.68
Truck Driver-Teamster						
Group I			$26.27	31	35	$9.85
Group II			$26.43	31	35	$9.85
Group III			$26.42	31	35	$9.85
Group IV			$26.54	31	35	$9.85
Traffic Control Service Driver			$16.35	48	49	$2.75

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

Building Construction Rates for
JASPER County Footnotes

Section 049

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
b - On all work over $750,000 Total Mech Cost - $27.35, Fringes - $14.22
On all work under $750,000 Total Mech Cost - $24.38, Fringes - $14.22

JASPER COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed outside the regular working hours and performed during the regular work week and Saturday work, shall be paid at one & one-half (1½) times the regular rate. All recognized holidays or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday.

NO. 6: Means eight (8) hours shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All work done on Sunday and recognized holidays must be paid for at the double (2) time rate. The Employer shall have the option of working five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. Work in excess of eight (8) hours per day (when working 5-8's) or ten (10) hours per day (when working 4-10's) or forty (40) hours per week shall be paid at the overtime rate of time and one-half (1½). When the four (4) day ten (10) hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) ten (10) hour days within the five (5) day period. In the event the job is down for any reason beyond the control of the Employer, 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. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, normal work week being Monday through Friday. In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day at straight time not to exceed eight (8) hours per day or forty (40) hours per week. In instances where work days are lost due to circumstances beyond the Contractor's control, make-up days may be used. Scheduling conflicts are not valid reasons. Make-up days are not to be used to make up lost time due to recognized holidays.

NO. 7: 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 (1 ½) times the regular rate of pay. Weekend begins 12:01a.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.

NO. 10: Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten (10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday make Up Day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) time the regular hourly wage scale. The provision of this Saturday Make Up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) time the regular wage scale.

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NO. 19: On single shift operation, eight (8) hours of work, between 8:00 a.m. and 4:30 p.m., shall constitute a day's work. Forty (40) hours of work Monday through Friday shall constitute a workweek. The starting time may be changed to begin between the hours of six (6:00) and ten (10:00) a.m. The first two (2) hours performed in excess of an eight (8) hour workday Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at time and one-half (1.5) the basic straight–time rate. All work performed on Sundays and holidays, and in excess of ten (10) hours a day shall be paid at double (2) the basic straight time rate of pay. When hours worked are outside of established work hours, the pay rate shall be one and one-half (1.5) times the regular rate of pay for the first ten (10) hours, and all hours in excess of ten (10) hours shall be at the double-time rate. Shift work of either one (1) eight hour night shift, or two (2) eight (8) hour night shifts on a job which will continue for at least one (1) week, all employees shall be paid eighteen and one-half percent (18.5%) over the straight-time hourly rate on the night shifts. All hours worked in excess of eight (8) in a shift shall be paid at the applicable overtime rate of pay. The normal workweek may be changed to four (4) ten (10) hour days or four (4) ten (10) hour nights, if on shift work, with the following provisions: Monday through Thursday would be the normal workweek with Friday being used as scheduled workday in case of a day being lost due to weather, all employees working night shift, on a job that will continue at least one (1) week, shall be paid thirty percent (30%) over the regular straight-time hourly rate of pay, and any hours worked before or after established starting and quitting times being paid at double (2) time hourly rates of pay.

NO. 24: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 27: 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) day, 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 SCHEDULE - BUILDING CONSTRUCTION

NO. 29: Means eight (8) hours shall constitute a day's work and shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Any hours worked in excess of eight (8) hours shall be paid for at one and one-half (1½) times the regular rate of pay. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4-10's schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up days shall not be used to make up for time lost due to recognized holidays. All hours worked between 4:30 p.m. Friday and 4:30 p.m. Saturday shall be paid for at the rate of time and one half. All hours worked from 4:30 p.m. Saturday until 8:00 a.m. Monday and all holidays shall be paid for at double (2) the regular rate of pay. Employees failing to work a regular forty (40) hour week due to inclement weather may work on Saturday at the regular rate of pay.

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 and 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. Work performed on recognized holidays or days observed as such, shall receive time and one-half (1½).

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

NO. 48: 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. nor 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 make up 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 (1½) their regular rate of pay for all hours worked.

NO. 50: 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.

NO 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1 ½) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1 ½) the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

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OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked $25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 64: 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.

NO. 84: The regular working 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 (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a weeks' work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid at the rate of time & 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 (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the lunch period, beginning at 6:30 a.m. and 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 exceed ten (10) hours or forty (40) hours per week. When the five (5) eight-hour work week is in effect, forty (40) 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, then 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.

NO. 123: Means except as provided, eight (8) hours a day (8:00 A.M. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double 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 (40) hour work week. When the four (4) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, 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 or forty (40) hours per week. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect forty (40) hours per week will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

JASPER COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

NO. 125: 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.

JASPER COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 1: All work done on New Year's Day, Memorial Day, Independence Day, 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. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's 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 is applied to protect Labor Day. When a holiday falls during the normal workweek, 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 to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 9: 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 the double time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid at the double time rate of pay as all observed holidays, if worked.

NO. 14: 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 a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 24: All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

NO. 28: All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 35: 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 workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up 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 and one-half (1 ½) the regular rate of pay for such work.

JASPER COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 49: 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 (2) personal days. The observance of one (1) of the personal days 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 & one-half (1½) their regular rate of pay for all hours worked.

NO. 52: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 63: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day must be paid for at the double (2) time rate. No work shall be done on Labor Day or the Fourth of July except to preserve life or property. When any of the above named holidays fall on Sunday, the following Monday shall be observed as such holiday. If they fall on Saturday, Friday shall be observed as the holiday.

NO. 64: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular rate of pay. When any of the above named holidays shall fall on Sunday, the following Monday shall be observed as such holiday. If any other craft is afforded a provision of observing Friday as the holiday when the holiday falls on Saturday, Laborers shall be granted the same provision. If another craft that Laborers are tending recognize a specific holiday that Laborers do not normally recognize, the Laborers tending that craft shall recognize the same holiday.

NO. 65: 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.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 78: The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays fall on Sunday, Monday will be observed as the legal holiday. If any of the above holidays fall on Saturday, Friday will be observed as the legal holiday. All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		$27.82	7	16	$13.50
Millwright		$27.82	7	16	$13.50
Pile Driver		$27.82	7	16	$13.50
Electrician (Outside-Line Construction\Lineman)		$36.53	18	24	$5.00 + 34.5%
Lineman Operator		$33.76	18	24	$5.00 + 34.5%
Lineman - Tree Trimmer		$20.90	31	30	$6.01 + 23.5%
Groundman		$23.64	18	24	$5.00 + 34.5%
Groundman - Tree Trimmer		$16.90	31	30	$6.01 + 23.5%
Operating Engineer					
Group I	6/13	$28.53	5	15	$12.49
Group II	6/13	$28.18	5	15	$12.49
Group III	6/13	$27.98	5	15	$12.49
Group IV	6/13	$25.93	5	15	$12.49
Oiler-Driver	6/13	$25.93	5	15	$12.49
Laborer					
General Laborer	6/13	$22.77	4	18	$11.56
Skilled Laborer	6/13	$23.32	4	18	$11.56
Truck Driver-Teamster					
Group I		$27.22	12	3	$10.90
Group II		$27.38	12	3	$10.90
Group III		$27.37	12	3	$10.90
Group IV		$27.49	12	3	$10.90
Traffic Control Service Driver		$16.35	29	28	$2.75

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

JASPER COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: 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 and 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.

NO. 5: Means a regular work week shall consist of not more that 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). Workmen 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 on that 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 make up 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. Where one of the holidays 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).

NO. 7: 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.

NO. 12: 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.

NO: 18: 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.

JASPER COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION

NO. 29: 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. nor 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 make up 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 (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

JASPER COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

NO. 3: 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 workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up 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.

NO. 15: 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 (1½) 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 (1½). 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 for that Sunday or holiday.

NO. 16: 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 to 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.

NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. 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.

NO. 24: 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.

NO. 28: 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 (2) personal days. The observance of one (1) of the personal days 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 & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

General Decision Number: MO130001 11/01/2013 MO1

Superseded General Decision Number: MO20120001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/04/2013
1	03/08/2013
2	03/29/2013
3	04/05/2013
4	05/17/2013
5	06/21/2013
6	08/02/2013
7	09/06/2013
8	09/20/2013
9	11/01/2013

CARP0002-002 05/01/2010

ST LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters	$ 32.78	12.25

CARP0005-006 04/01/2008

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS	$ 33.00	12.03
MILLWRIGHTS & PILEDRIVERS	$ 33.00	12.03

CARP0011-001 05/01/2011

	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.....	$ 28.57	11.00
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL,DAVIESS, DEKALB,GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY,ST. CLAIR, SALINE AND WORTH COUNTIES.....	$ 27.67	10.55
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	$ 28.83	13.05
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY,JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	$ 27.32	10.55
BENTON, MORGAN AND PETTIS...	$ 27.27	11.00
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	$ 28.67	13.07
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	$ 28.32	10.55
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	$ 27.75	13.07
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	$ 28.68	13.05
FRANKLIN COUNTY.....	$ 31.23	13.05
JEFFERSON AND ST. CHARLES COUNTIES.....	$ 33.38	13.05
LINCOLN COUNTY.....	$ 30.34	13.05
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	$ 29.39	13.05
WARREN COUNTY.....	$ 30.73	13.05

ELEC0001-002 06/01/2012

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	$ 31.75	22.37

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* ELEC0002-001 09/01/2013

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	$ 34.26	29.5%+5.00
Groundman & Truck Driver	$ 26.49	29.5%+5.00
Lineman & Cable Splicer	$ 39.69	29.5%+5.00

FTEC0053-004 09/02/2012

	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	$ 25.88	13.93
Groundman	$ 24.46	29.5%+6.22
Lineman Operator	$ 35.82	29.5%+6.79
Lineman	$ 37.84	29.5%+6.89
Line Construction; (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY AND SALINE COUNTIES)		

Groundman Powderman	$ 26.84	14.26
Groundman	$ 25.95	29.5%+6.30
Lineman Operator	$ 36.54	29.5%+6.83
Lineman	$ 39.17	29.5%+6.96

ELEC0095-001 06/01/2012

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers	$ 24.90	8%+10.91
Electricians	$ 24.55	8%+10.91

ELEC0124-007 09/01/2012

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

	Rates	Fringes
Electricians	$ 34.83	18.73

ELEC0257-003 03/01/2013

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	$ 30.78	13.19

ELEC0350-002 12/01/2012

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	$ 29.00	15.50

ELEC0453-001 09/01/2012

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS,		
DOUGLAS, GREENE, HICKORY,		
HOWELL, LACLEDE, OREGON,		
OZARK, POLK, SHANNON,		
WEBSTER and WRIGHT COUNTIES.	$ 24.00	14.00
PULASKI and TEXAS COUNTIES..	$ 28.65	14.47
STONE and TANEY COUNTIES....	$ 19.79	13.18

ELEC0545-003 06/01/2011

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

	Rates	Fringes
Electricians:.....	$ 31.00	12.22

ELEC0702-004 07/02/2012

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

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	$ 24.64	31%+5.76
Groundman-Equipment Operator Class II (all other equipment).....	$ 31.20	31%+5.76
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	$ 35.57	31%+5.76
Lineman.....	$ 43.30	31%+5.76

ENGI0101-001 05/01/2013

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	$ 31.49	14.71
GROUP 2	$ 31.09	14.71
GROUP 3	$ 29.09	14.71

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 ooter (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 - ach 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 04/01/2013

CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 33.88	14.83
GROUP 2	$ 32.84	14.83
GROUP 3	$ 31.72	14.83
GROUP 4	$ 30.97	14.83

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 reader; 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 05/01/2013

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	$ 28.53	12.49
GROUP 2	$ 28.18	12.49
GROUP 3	$ 27.98	12.49
GROUP 4	$ 25.93	12.49

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 05/02/2012

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 29.61	22.53
GROUP 2	$ 29.61	22.53
GROUP 3	$ 27.71	22.53
GROUP 4	$ 24.25	22.53

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 ing 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
) 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 05/01/2013

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 26.09	23.32
GROUP 2	$ 25.74	23.32
GROUP 3	$ 25.54	23.32
GROUP 4	$ 21.89	23.32

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 & ams); 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 perator; 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 -).50;
Wrecking, when machine is working on second floor or higher - $0.50;

ENGI0513-007 05/02/2012

S.. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 29.61	22.53
GROUP 2	$ 29.61	22.53
GROUP 3	$ 27.71	22.53
GROUP 4	$ 24.25	22.53

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
ecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2013

	Rates	Fringes
Ironworkers:		
ANDREW, ATCHISON, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SALINE, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties	$ 26.90	26.10
BUCHANAN, CASS, CLAY, JACKSON, JOHNSON, LAFAYETTE, PLATTE AND RAY Counties	$ 29.90	26.10

IRON0321-002 08/01/2012

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker	$ 18.40	14.68

IRON0396-004 08/01/2012

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	$ 32.28	20.31

)N0396-009 08/01/2012

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	$ 27.81	20.31

IRON0577-005 08/01/2012

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker	$ 24.44	17.31

IRON0584-004 06/01/2013

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:	$ 23.10	12.88

.ON0782-003 08/01/2013

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	$ 29.39	18.79
All Other Work	$ 24.12	18.79

LABO0042-003 03/06/2013

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer	$ 29.52	13.22

LABO0042-005 03/08/2013

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman	$ 29.90	13.22
Laborers, Flaggers	$ 29.52	13.22
Wrecking	$ 29.40	13.22

LABO0424-002 05/01/2009

	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	$ 24.56	9.29
GROUP 2	$ 25.16	9.29
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	$ 24.56	9.29
GROUP 2	$ 25.16	9.29
FRANKLIN COUNTY		
GROUP 1	$ 26.01	9.29
GROUP 2	$ 26.61	9.29
JEFFERSON COUNTY		
GROUP 1	$ 26.06	9.29
GROUP 2	$ 26.66	9.29
LINCOLN, MONTGOMERY AND WARREN COUNTIES		
GROUP 1	$ 24.81	9.29
GROUP 2	$ 25.41	9.29
ST.CHARLES COUNTY		
GROUP 1	$ 27.33	9.29

GROUP 2.....$ 27.33 9.29

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 ridge 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 05/01/2013

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1	$ 24.42	11.71
GROUP 2	$ 24.77	11.71
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	$ 22.77	11.56
GROUP 2	$ 23.32	11.56
LABORER (LAFAYETTE COUNTY)		
GROUP 1	$ 24.32	11.81
GROUP 2	$ 24.67	11.81

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 04/01/2013

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 27.86	13.45
GROUP 2	$ 29.07	13.45

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 04/01/2011

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	$ 22.80	10.87
Brush and Roll; Taping, Paperhanging	$ 20.80	10.87
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement	$ 21.80	10.87
Spray; Structural Steel (over 50 feet)	$ 21.30	10.87
Tapers using Ames or Comparable Tools	$ 21.05	10.87

PAIN0003-004 04/01/2013

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 30.20	15.07
Brush & Roller	$ 28.58	15.07
Drywall	$ 28.80	15.07
Paper Hanger	$ 29.08	15.07
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 29.70	15.07
Steeplejack	$ 33.77	15.07

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

PAIN0098-002 05/01/2012

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY & WORTH COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller	$ 22.93	11.51
Sandblaster	$ 23.93	11.51
Steeplejack	$ 25.93	11.51

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 09/01/2012

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.....$	28.79	11.50
Brush & Roller.....$	23.84	11.50
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....$	26.44	11.50

Height Rates (All Areas):
Over 60 ft. $0.50 per hour.
Under 60 ft. $0.25 per hour.

PAIN1292-003 09/01/2012

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....$	28.79	11.50
Brush & Roller.....$	26.44	11.50
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....$	26.44	11.50

Height Rates (All Areas):
Over 60 ft. $0.50 per hour
Under 60 ft. $0.25 per hour.

PLAS0518-006 03/01/2013

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...$ 22.40 9.05

PLAS0518-007 04/01/2013

C..S (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Cement Masons:.....$	30.09	14.68

PLAS0518-011 04/01/2012

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY, HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...$	31.08	16.15

PLAS0527-001 04/01/2013

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND WARREN COUNTIES.....$	29.03	15.03
JEFFERSON, ST. CHARLES COUNTIES AND ST.LOUIS (City and County).....$	30.20	15.03

PLAS0527-004 04/01/2013

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES

	Rates	Fringes
CEMENT MASON.....$	27.04	15.03

PLAS0908-001 05/01/2012

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes

CEMENT MASON.....$ 25.25 12.55

PLAS0908-005 05/01/2012

NTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS, GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER, MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
CEMENT MASON	$ 25.25	12.55

PLUM0008-003 06/01/2013

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers	$ 38.75	19.96

PLUM0008-017 06/01/2012

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
Plumbers	$ 35.01	20.41

PLUM0045-003 09/01/2013

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

	Rates	Fringes
Plumbers and Pipefitters	$ 33.50	18.85

PLUM0178-003 11/01/2012

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Plumbers and Pipefitters	$ 27.35	14.32

PLUM0178-006 11/01/2012

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects $750,000 & under	$ 24.38	14.32
Projects over $750,000	$ 27.35	14.32

PLUM0533-004 06/01/2013

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

	Rates	Fringes
Pipefitters	$ 40.58	19.07

PLUM0562-004 07/01/2013

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, NODAWAY, 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	$ 33.41	20.89
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 34.75	26.28

PLUM0562-016 07/01/2013

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City a County), WARREN and WASHINGTON COUNTIES

	Rates	Fringes
Plumbers		
Mechanical Contracts including all piping and temperature control work $7.0 million & under	$ 33.41	20.89
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 34.75	26.28

TEAM0013-001 05/01/2010

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1	$ 25.84	9.85
GROUP 2	$ 26.00	9.85
GROUP 3	$ 25.99	9.85
GROUP 4	$ 26.11	9.85
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, E 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	$ 26.57	9.85
GROUP 2	$ 26.73	9.85
GROUP 3	$ 26.72	9.85
GROUP 4	$ 26.84	9.85
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1	$ 28.93	9.85
GROUP 2	$ 29.04	9.85
GROUP 3	$ 29.08	9.85
GROUP 4	$ 29.15	9.85
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1	$ 27.58	9.85

GROUP 2.....$ 27.69 9.85
GROUP 3.....$ 28.73 9.85
GROUP 4.....$ 27.80 9.85

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon, Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

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TEAM0056-001 05/01/2010

	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	$ 26.27	9.85
GROUP 2	$ 26.43	9.85
GROUP 3	$ 26.42	9.85
GROUP 4	$ 26.54	9.85
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1	$ 25.54	9.85
GROUP 2	$ 25.70	9.85

GROUP 3	$ 25.69	9.85
GROUP 4	$ 25.81	9.85
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1	$ 27.48	9.85
GROUP 2	$ 27.59	9.85
GROUP 3	$ 27.63	9.85
GROUP 4	$ 27.70	9.85

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 04/01/2011

C[illegible], CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes

Truck drivers:

GROUP 1	$ 29.76	11.65
GROUP 2	$ 29.19	11.65
GROUP 3	$ 28.67	11.65

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 05/01/2012

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 30.605	8.69+a+b+c+d
GROUP 2	$ 30.805	8.69+a+b+c+d
GROUP 3	$ 30.69	8.69+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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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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* n 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

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

SUBCONTRACTOR DISCLOSURE FORM **COMPANY** Emery Sapp and Sons, Inc.

List below the name of each subcontractor that wil be furnishing labor or labor and material, the catagory of work that the Subcontractor will be performing (e.g. asphalt, concrete, earthwork etc)

SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE OF CONTRACT
Name Road Runner Safety Services	Traffic Control	$4,600.00
Address 10995 US 61 N		
Jackson, MO 63756		
Phone number 573-833-9983		
Fax number 573-833-9992		
Name Twin Traffic Marking	Pavement Markings	$14,053.00
Address 4100 Van Depopouliere		
Kansas City, MO 64150		
Phone number 816-587-8582		
Fax number 816-587-2021		
Name Anchor Fence	Railing	$2,200.00
Address 5755 S. Campell		
Springfield, MO 65810		
Phone number 816-587-8582		
Fax number 816-587-2021		
Name Dirt Worx	Seeding	$1,200.00
Address 2709 W. Kearney		
Springfield, MO 65803		
Phone number 417-865-0236		
Fax number		

SIGNATURE _____ TITLE Asst V.P. DATE 02-06-14

Emery Sapp & Sons, Inc.
DUNS: 075887059 CAGE Code: 1UQ38
Status: Active
Expiration Date: 03/23/2017
Purpose of Registration: All Awards

2301 INTERSTATE 70 DR NW
COLUMBIA, MO, 65202-1347 ,
UNITED STATES

Entity Overview

Entity Registration Summary

Name: Emery Sapp & Sons, Inc.
Business Type: Business or Organization
Last Updated By: Aaron Grothoff
Registration Status: Active
Activation Date: 03/23/2016
Expiration Date: 03/23/2017

SAM Search Results
List of records matching your search for :

Search Term : emery* sapp*
Record Status: Active

ENTITY	Emery Sapp & Sons, Inc.	Status:Active
DUNS: 075887059	+4:	CAGE Code: 1UQ38 DoDAAC:
Expiration Date: Jun 11, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2602 N Stadium Blvd City: Columbia ZIP Code: 65202-1271		State/Province: MISSOURI Country: UNITED STATES

ENTITY	EMERY SAPP & SONS, INC.	Status:Active
DUNS: 829102081	+4:	CAGE Code: 5A9E4 DoDAAC:
Expiration Date: Dec 31, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5350 E STATE HWY AA City: SPRINGFIELD ZIP Code: 65803-8316		State/Province: MISSOURI Country: UNITED STATES

CITY OF JOPLIN, MISSOURI
DEPARTMENT OF PUBLIC WORKS
CHANGE ORDER 1

CHANGE ORDER NUMBER 1
COUNTY: Jasper
PROJECT: Murphy Trail from 4th to 20th
PROJECT NUMBER:

TO: Emery Sapp & Sons Inc., Contracor:

You are hereby directed to make the following changes from the contract for the above-designated project.

The work covered by this order shall be performed under the terms and conditions of the original contract.

1. Description of Changes to be made: 30 additional calendar days due to delay of council award. New Completion date 5-30-14

   Removal & Replacment of Concrete Curb & Gutter

2. Estimate of Cost of Work Affected by this Change Order $26,562.50

No.	Item Description	Units	Original Contract Quanity	Quanity to be Constructed	Quanity Overrun/ Underrun	Contract Agreed Unit Price	TOTAL
21	Removal and Replacement of Concrete Curb and Gutter Traffic Control	LS		1	1	$176.00	$176.00
22	Sawcutting, Evacuation and Haul off of Spoils Curb & Gutter	LS		1	1	$426.00	$426.00
23	8" thick concrete curb & gutter	LF		75	75	$29.87	$2,240.25
24	Curb Inlet Throat	EA		1	1	$518.00	$518.00
						Total	$3,360.25

Payment for cost of the above change to be made at contract unit prices, except as noted:

1	Contract Amount	$398,726.00
2	Contingent This Order	$3,360.25
3	Contingent on Previous Orders	
4	Total Contingent to Date	$3,360.25
5	Total	$402,086.25
6	Percent of Original Contract	0.84%

The terms of settlement are hereby agreed to:

BY: _____ DATE: 4/28/14
Contractor

APPROVED: CITY OF JOPLIN, MISSOURI

BY: _____ DATE 4/28/14
Director of Public Works

EMERY SAPP & SONS, INC.
5350 E. State Hwy AA Springfield, MO 65803 Office: 417-833-9915 Fax: 417-833-9981

CHANGE ORDER PROPOSAL

Attn: *Mr. David Hertzberg*			Estimate No.	**cop1**
Proposal Submitted To: **The City of Joplin**	Phone 417-624-0820	Fax 417-625-4738	Other	Date 4 / 20 / 14
Street **602 S. Main Street**	Job Name **Murphy Trail from 4th to 20th**			
City, State, & Zip Code **Joplin, Mo., 65801**	Job Location **Joplin, Mo**			
E-Mail	Architect	Date of Plans	*Addendums Acknowledged*	

WORK TO INCLUDE:

ITEM	*DESCRIPTION*	*QTY*	*UNITS*	*UNIT PRICE*	*PRICE*
1	**Removal and Replacement of Concrete Curb and** Gutter.				
	Traffic Control	1	LS		$176.00
	Sawcutting, Excavation and Haul Off of Spoil	1	LS	$225.00	$426.00
	Curb and Gutter				
	• Includes compacted aggregate				
	• 8" thick concrete curb and gutter	75	LF	$29.87	$2,240.25
	Curb Inlet Throat	1	EA	$518.00	$518.00
					$3,360.25
2	**Sanitary Sewer Manhole Adjustment**				
	• Excavation and Removal of Existing Risers				
	• Install new 36" Barrel Section (Includes Shoring)				
	• Backfill Structure with Clean Aggregate				
	• Haul off Spoils	1	LS	$4,141.00	$4,141.00
					$4,141.00

We request a total of **2** calendar days be added to our contract due to this change. (If Applicable)

APPROVED:

Sincerely,
Emery Sapp & Sons, Inc.

Title: Date:

David Moran
Project Manager

Title: Date:

WE RESERVE THE RIGHT TO SUBMIT FOR OTHER COSTS AND/OR SCHEDULE EXTENSIONS THAT MAY BE ASSOCIATED WITH THIS ITEM OF WORK. IT ALSO EXCLUDES OVERTIME OR ACCELERATION OF WORK TO MEET SCHEDULE REQUIREMENTS. PLEASE RESPOND IN WRITING BEFORE OR NO LATER THAN 5 WORKING DAYS, SO WE MAY PROCEED WITH THE REVISIONS AS OUTLINED IN THIS PROPOSAL. EMERY SAPP & SONS WILL NOT PROCEED 'TH THE WORK AS OUTLINED IN THIS PROPOSAL WITHOUT WRITTEN NOTIFICATION OF APPROVAL.

CITY OF JOPLIN, MISSOURI
DEPARTMENT OF PUBLIC WORKS
CHANGE ORDER 2

CHANGE ORDER NUMBER 2
COUNTY: Jasper
PROJECT: Murphy Trail from 4th to 20th
PROJECT NUMBER:

TO: Emery Sapp & Sons Inc., Contracor:

You are hereby directed to make the following changes from the contract for the above-designated project.

The work covered by this order shall be performed under the terms and conditions of the original contract.

1. Description of Changes to be made: Add monlithic curbs for sidewalks

2. Estimate of Cost of Work Affected by this Change Order $8,551.04

No.	Item Description	Units	Original Contract Quanity	Quanity to be Constructed	Quanity Overrun/ Underrun	Contract Agreed Unit Price	TOTAL
25	Monolithic Curbs	LF		431	431	$19.84	$8,551.04
							$0.00
							$0.00
						Total	$8,551.04

Payment for cost of the above change to be made at contract unit prices, except as noted:

1	Contract Amount	$398,726.00
2	Contingent This Order	$8,551.04
3	Contingent on Previous Orders	$3,360.25
4	Total Contingent to Date	$11,911.29
5	Total	$410,637.29
6	Percent of Original Contract	2.99%

The terms of settlement are hereby agreed to:

BY: _____ DATE: 4/25/14
Contractor

APPROVED: CITY OF JOPLIN, MISSOURI

BY: _____ DATE 4/28/14
Director of Public Works

CITY OF JOPLIN, MISSOURI
DEPARTMENT OF PUBLIC WORKS
CHANGE ORDER 3

CHANGE ORDER NUMBER 3
COUNTY: Jasper
PROJECT: Murphy Trail from 4th to 20th
PROJECT NUMBER:

TO: Emery Sapp & Sons Inc., Contracor:

You are hereby directed to make the following changes from the contract for the above-designated project.

The work covered by this order shall be performed under the terms and conditions of the original contract.

1. Description of Changes to be made: Replacing existing stone path with 10' concrete path

2. Estimate of Cost of Work Affected by this Change Order $19,265.00

No.	Item Description	Units	Original Contract Quanity	Quanity to be Constructed	Quanity Overrun/ Underrun	Contract Agreed Unit Price	TOTAL
1	ADA Ramp Installations	EA	25	26	1	$750.00	$750.00
2	Linear Grading	LF	7100	7420	320	$12.50	$4,000.00
3	6" Concrete path 10' wide w 2" Base Rock	SY	5652	6008	356	$38.50	$13,706.00
15	Seed & Mulch	SF	14200	17400	3200	$0.09	$288.00
26	Additional Black Dirt Required to finish slopes	LS		1	1	$521.00	$521.00
						Total	$19,265.00

Payment for cost of the above change to be made at contract unit prices, except as noted:

1	Contract Amount	$398,726.00
2	Contingent This Order	$19,265.00
3	Contingent on Previous Orders	$11,911.29
4	Total Contingent to Date	$31,176.29
5	Total	$429,902.29
6	Percent of Original Contract	7.82%

The terms of settlement are hereby agreed to:

BY: Paul Moody DATE: 5/28/14
Contractor

APPROVED: CITY OF JOPLIN, MISSOURI

BY: [signature] DATE 5/29/14
Director of Public Works

EMERY SAPP & SONS, INC.
5350 E. State Hwy AA Springfield, MO 65803 Office: 417-833-9915 Fax: 417-833-9981

CHANGE ORDER PROPOSAL

Attn: *Mr. David Hertzberg*			Estimate No.	**cop5**
Proposal Submitted To:	Phone	Fax	Other	Date
The City of Joplin	417-624-0820	417-625-4738		3 / 31 / 14
Street: **602 S. Main Street**	Job Name: **Murphy Trail from 4th to 20th**			
City, State, & Zip Code: **Joplin, Mo., 65801**	Job Location: **Joplin, Mo**			
E-Mail	Architect	Date of Plans	*Addendums Acknowledged*	

WORK TO INCLUDE:

DESCRIPTION	*QTY*	*UNITS*	*UNIT PRICE*	*PRICE*
Ref Sta. 96+00 thru Sta. 99+20				
Replacing existing stone path with 10' concrete path				
Work to Include:				

m no	description	units	unit of measure	unit price	total
1	ada Ramp Installations	1	ea	$750.00	$750.00
2	Linear Grading	320	lf	$12.50	$4,000.00
3	6" Concrete path 10' wide w 2" base rock	356	sy	$38.50	$13,706.00
15	Seed & Mulch	3200	sf	$0.09	$288.00
26	Additional black dirt required to finish slopes	1	ls	$521.00	$521.00
					$19,265.00

contract due to this change. (If Applicable)

APPROVED:

Sincerely,
Emery Sapp & Sons, Inc.

Title: Date:

Flint Wendland
Project Manager

Title: Date:

WE RESERVE THE RIGHT TO SUBMIT FOR OTHER COSTS AND/OR SCHEDULE EXTENSIONS THAT MAY BE ASSOCIATED WITH THIS ITEM OF WORK. IT ALSO EXCLUDES OVERTIME OR ACCELERATION OF WORK TO MEET SCHEDULE REQUIREMENTS. PLEASE RESPOND IN WRITING BEFORE OR NO LATER THAN 5 WORKING DAYS, SO WE AY PROCEED WITH THE REVISIONS AS OUTLINED IN THIS PROPOSAL. EMERY SAPP & SONS WILL NOT PROCEED WITH THE WORK AS OUTLINED IN THIS PROPOSAL WITHOUT WRITTEN NOTIFICATION OF APPROVAL.

PRECONSTRUCTION MEETING
MURPHY SHARED PATH
March 11, 2014 at 1:30 p.m.

Present:

Contractor:
Scott Upschulte – Emery Sapp & Son
Flint Wendland – Emery Sapp & Son

City:
David Hertzberg
Patty Heagel
Brandon Louderback
Dan Johnson
Linda White

Delotte Phone participants:
Jessie Lund
Chuck Banks

Introductions:

David Hertzberg opened the meeting and introduced the city staff. A call was placed to Delotte and Associates.

The preconstruction agenda was passed out.

Document Submittals:

Contracts and bonds have been submitted. City license is in place. Tables ABCD were still need but were brought to meeting.

Sales Tax Exempt;
Will be sent.

Drawings & Submittals:

All submittals have been sent in except for the stripping. The mix design has been received and sent to the construction inspector who will be looking at that. Submittals from vendors needs to come through you not from your managers. Chemical tests on base rocks. Who are you using for your rock? Anchor Stone. Just give them a call and have them send those to us.

Dan Johnson our stormwater person just stepped in. He will be doing two hats today he is doing a stormwater project that will be going on back to the east and we need to make sure everything is coordinated.

Tom Tracy will be the construction inspector and Tim Johnson will be the backup inspector.

Protection of work information read.

Changes in work information read. Approval must be gotten from David or the project manager.

Contract completion time was left blank as the bid doc has April 30th and with the delay the completion date will be May 30th due to a delay in taking the contract to council. My goal is to have it done a few days before that as we would like to have it for Memorial Day. Patty and David stated that they would do a no cost change order to correct the completion date. This is a calendar day job. David explained how time could be extended to do specific circumstances. Liquidated Damages is $500 per day. Payment to contractor will be weekly you will need to submit on Friday to received payment by the next Friday. Emery Sapp asked do we go out and measure our own quantities and then the inspector verify it? David answered yes. You will send that to Linda in an invoice format. Retainage is 10%. Patty asked them to send in certified payroll with your pay estimate and make sure you are paying the prevailing wages. We will come out from time to time and question employees as to their rate of pay.

Warrant period will be one year from date of final acceptance.

Subcontractor will need to be licensed.

Communications will be through Tom Tracy.

Record Drawings information read. Red lines will be accepted.

Prevailing Wages covered above and must be paid with weekly payrolls.

Inspection and testing will required and contractor must provide 24 hour notice to inspector and the inspector needs to be present for testing. Terracon will be there for the testing.

Utilities: We have designed around the utilities. You will still need to call one call. We have meandered the trail around the streetlights. Emery Sapp asked if we run into water meters sticking up and run into conflicts do we talk to you first or talk to the water company. Brandon stated that Missouri American doesn't want to have their meters in in kind of sidewalk or anything with concrete around them. They will relocate them behind the trail. Emery Sapp stated that the reason they asked is there is a spot as you come around the corner. Brandon stated that he was aware of them and Missouri American is going to bring them out to the green space and put them in the asphalt and make a concrete vault and put them all in that. Brandon stated that was the understanding that he had with their engineer last December or November. However that engineer is no longer there and Mike Million is the guy in St. Louis who is the guy now he has all Dwyer's notes and I don't believe there will be an issue here. It will be on

Missouri Americans side and they will have the final call as to where that water meter gets placed. Patty asked if they know our time frames. Brandon answered yes they have know about it since last October. Emery Sapp stated that they wanted to start work on Monday.

Brandon asked them to look at sheet 8 and sheet 9. That is going to be the hot spot for utilities, as you can see, it is noted there are some utility poles and where the path is being reduced down to a 4 foot from the 10 foot. Just reduce is down to get around the utility poles. Emery Sapp stated there is a guide wire coming down off one of the pole, we don't concrete around the guide wire do we? Brandon answered no just block it out. Emery Sapp asked about the tappers, is there a certain taper you want to maintain on that? Brandon said they are proportionate it is however your construction joints will fall if it is a 5 ft or 12 ft that is your taper just make them proportionate. That way if the panel breaks it breaks where you want it to break. Emery Sapp stated that the only other question that they had was at page 87 it says do not disturb retaining wall. Brandon stated that it had already fallen over there is no footer on the bottom of the wall. Emery Sapp asked if they load it up or stand it back up? Brandon stated that we will have to get a hold of the property owner and see how they want to proceed. David said the worst case is you stack it back on their property and do what you are there to do. Emery Sapp stated that it gets tight in that area and they wanted to be sure. Patty stated that they needed to document that with pictures for insurance purposes.

David stated that on a previous job they had done door knockers and wanted that on this job also.

Brandon stated that they are also going to be some signs that you will run into between stations 87 and 89. Those are private signs. We will have to get with whoever owns the property for the strip mall in regards to removal and where they are going to put them back. If we do pour around them the poles are only 4 foot and keep them where they are at it will have to be extended to 7 feet. They will have to follow the full federal guide lines. Emery Sapp asked if the signs were something the owners would have to move themselves or is that on us? Brandon stated that is if happens we can get a hold of our sign shop and see if they can take care of it. It is in the right of way but I don't believe they are ours. Patty stated that they are illegally placed.

Brandon stated at the intersection of 7th & Murphy Blvd there is a landscaped island out there and it measure just shy of 4 feet from base of the curb to the landscape timber area. The bushes are all overhanging you may want to trim them up or having the property owner trim them up. Emery Sapp asked if they were private property or owned by the City of Joplin? Brandon stated it was on both. Brandon stated that MoDOT had some right of way there also and we will have to check where the limits are at. David stated that you might end up with some permits from them.

Emery Sapp stated that at 75 + 50 a manhole on the other side of the track that will need to be raised. If it needs to be raised over a certain amount and we have to but a barrel section on it to bring it up where it needs to be? It show us stopping 50 feet from the tracks but that is 70 to 75 feet from the tracks. Brandon said it was up to them we could push that where we pick up the trail again past that sanitary sewer man hole. Emery Sapp said they suggested the other day to push the trail back and stay out of that. Brandon said that Dan would handle that and know the requirements for adjusting rings. Emery Sapp stated that they were afraid it would have to be

raised enough and it already has an adjusting ring and would need to be tore apart and a barrel section put on it. It needs to come up 2 foot just eye balling it. David stated that are you thinking about staying away from it. Brandon answered yes instead of picking up at 75 + 25 pick up at 75 + 75. Brandon said by law the railroad is suppose to come in afterwards and do what they need to do inside the right of way. Emery Sapp stated that then the city would like to have it there so the railroad would have to do what they need to do. Brandon answered yes it is regulated by the FRA. David asked if we could narrow it down so we don't have to have an adjustment ring. Patty stated to do the adjustment ring because we have the money. Brandon said they needed to find the grade differential and go from there. Patty said she would put in to do it right.

David went of the miscellaneous items.

Any other projects comments or concerns?

Dan went over the storm water project that will be started before you are finished with this job. Dan said it would be bid out by the end of the month and it takes 8 weeks after it is bid out to get it through council to get it awarded. It is a large detention pond at 15th & Murphy Blvd so it's not like they are going to need to order a lot of materials. If they are ready to start they can roll right out of there immediately after the contract is signed.

Emery Sapp stated that we will be starting on the north end and get that built up.
Brandon said that on sheets 10 between 104 & 105 it says 45 feet of steel rail see city standard drawing go on our city web site and look at standard drawing it is on there. The other thing is ADA ramps, I didn't have survey information, so I could not determine exactly how big they were going to be. I based all these dimensions on six inch rise on curb face so if you get into an area where there is only 4 inches or 3 inches of curb face it is 1 to 12 so your maximum ramp will be 6 feet it is proportionate so if you have 3 foot curb face it will be a 3 foot ramp. Everything should be ramped up should be anything inverted we don't want water pooling. Any question on the ramps call Brandon and he will show you what we want done.

David said we will go through documents and make sure we have everything.

A. Contract completion time for the contract shall be _____
B. Extensions may be granted only for reasons listed in the City's Standards and Specifications.
C. Contract has provisions for liquidated damages in the amount of $500.00 per day.

VIII. Payments to Contractor
A. Weekly progress payments.
B. Submit to the City by noon on Friday for payment on the next Friday.
C. May include on pay estimate the value of stored materials.
D. Retainage Established at 10%;
E. The City shall review and approve the document to be submitted by contractor for pay estimate breakdown.

VIII. Warranty Period
A. One year warranty from date of final acceptance.
B. Performance Bond shall remain valid during the entire warranty period.

IX. Subcontracts
A. Contractor is required to give us a list of subcontractors prior to beginning work on site.

X. Communications
A. All communications between owner and contractor shall be through the Engineer or resident project representative.

XI. Record Drawing
A. Contractor must deliver to the engineer a complete set of record drawings neatly recording changes made during construction.
1. Record drawings must be delivered prior to final payment

XII. Prevailing Wage
A. Prevailing hourly wage rates must be paid.
B. Certified weekly payrolls must be submitted directly to the City of Joplin.

XIII. Inspection and Testing
A. City representative will be on-site, as generally described hereafter.
1. Observation of ongoing project construction.
2. During any testing procedures.
3. All concrete pours.
B. Contractor shall provide 24 hours notice to the Engineer prior to commencing the work on any of the items listed.
C. Contractor must provide Engineer with all required test results.

XIV. Utilities

XV. Miscellaneous

A. Contractor shall take precautions necessary to prevent surface runoff into open trenches.
B. City of Joplin will provide construction inspection.
C. Contractor Coordination.
D. Existing Utilities.
E. Remaining project questions/comments.

Executed in 3 Originals

Bond No. 39S207280

PERFORMANCE BOND
CITY CONTRACT NO. 8494

KNOW ALL PERSONS BY THESE PRESENTS: That

Emery Sapp & Sons Inc.
5350 State Hwy AA
Springfield, MO 65803

a Corporation, hereinafter called Principal, and

Liberty Mutual Insurance Company
(Name of Surety)

PO Box 8509-A, St. Louis, MO 63126
(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 Three Hundred Ninety Eight Thousand Seven Hundred Twenty Six and 00/100 Dollars ($398,726.00) 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 25th day of February, 2014, a copy of which is hereto attached and made a part hereof for the construction of:

Murphy Blvd Trail 4th Street to 20th Street - 2013

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.

IN WITNESS, whereof, this the 20th day of February, 20 14.

ATTEST: (SEAL)

Secretary

Emery Sapp & Sons, Inc.
Principal

Approved as to form this 14th day of February, 20 14.

By

By DANIEL J. HALL
ASSISTANT VICE PRESIDENT

City Attorney

ATTEST: (SEAL)

Secretary

Liberty Mutual Insurance Company
Surety

Approved this 14th day of February, 20 14.

By

By Kris Copra, Attorney-in-Fact
(Title)

Director of Finance

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.

Executed In 3 Originals

Bond No. 39S207280

PAYMENT BOND
CITY CONTRACT NO. 6494

KNOW ALL MEN BY THESE PRESENTS: That

Emery Sapp & Sons Inc.
5350 State Hwy AA
Springfield, MO 65803

a Corporation, hereinafter called Principal, and

Liberty Mutual Insurance Company
(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 of Three Hundred Ninety Eight Thousand Seven Hundred Twenty Six and 00/100 Dollars ($398,726.00) 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 20th day of February, 20 13, a copy of which is hereto attached and made a part hereof for the construction of:

Murphy Blvd Trail 4th Street to 20th Street - 2013

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 SUBCONTRACTORS, 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 commenced 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 any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the 20th day of February, 2014.

ATTEST: (SEAL)

Secretary

Emery Sapp & Sons, Inc.
Principal

Approved as to form this 14th day of February, 2014.

City Attorney

By Daniel J. Hall

By DANIEL J. HALL
ASSISTANT VICE PRESIDENT

ATTEST: (SEAL)

LuEllen Barr
Secretary

Liberty Mutual Insurance Company
Surety

Approved this 14th day of February, 2014.

Director of Finance

By Kris Copra

By Kris Copra, Attorney-In-Fact
(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.

Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri }
County of Cole } ss.

On this 29th day of January, 2014, before me personally appeared Kris Copra, known to, me to be the Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Allison Pickett
Notary Public in the State of Missouri
County of Boone

ALLISON PICKETT
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
Commission # 10109195
My Commission Expires: 11/03/2014

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named in, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6201163

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allison Pickett; Darla A. Veltrop; Kris Copra; Louis A. Landwehr

all of the city of Jefferson City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of July, 2013.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 11th day of July, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: _____
KD Riley , Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of January, 2014.

By: _____
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

IMPORTANT SURETY BOND INFORMATION
MISSOURI

Your Liberty Mutual Surety agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

MISSOURI SPECIFIC QUESTIONS

If you have been unable to contact or obtain information from your agent, you may contact Liberty Mutual Surety at the following address and telephone:

AMERICAN STATES INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

Mailing Address:
1001 4th Avenue, Suite 1700
Seattle, WA 98154

Telephone # 1-206-473-3799

CITY OF JOPLIN
DEPARTMENT OF PUBLIC WORKS
CONTRACTORS PAY ESTIMATE
Ending 4-30-14

Contractor: Emery Sapp & Sons Inc.
5350 State Hwy AA
Springfield, MO 65803

Description of Work
Murphy Blvd Trail 4th St to 20th St - 2013

Contract No.
Estimate No. 1A
P.O. No.
Project #

	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CO #1	CO #2	TOTAL: QUANTITY	AMOUNT	PREVIOUS EST QUANTITY	AMOUNT	THIS ESTIMATE QUANTITY	AMOUNT	CDBG	CDBG AMOUNT	CITY	CITY AMOUNT	TOTAL
1	ADA Ramp Installations	EA	750.00	25			25	$18,750.00		$0.00	24.00	$18,000.00	8.00	6000.00	16	12000	18000.00
2	Linear grading	LF	12.50	7,100			7100	$88,750.00		$0.00	7100.00	$88,750.00	2737.00	34212.50	4363	54537.5	88750.00
3	6" Concrete path 10' wide w 2" Base Rock	SY	38.50	5,652			5652	$217,602.00		$0.00	5652.00	$217,602.00	2956.67	113831.80	2695.33	103770.21	217602.00
4	Thermo Plastic crosswalk striping	LF	14.50	700			700	$10,150.00		$0.00		$0.00		0.00		0	0.00
5	Thermo Stop Bar	LF	14.50	14			14	$203.00		$0.00		$0.00		0.00		0	0.00
6	Thermo Yield Bar	LF	75.00	44			44	$3,300.00		$0.00		$0.00		0.00		0	0.00
7	Existing Stone Path Repair	Ton	25.00	100			100	$2,500.00		$0.00		$0.00		0.00		0	0.00
8	Rest Areas -- 6" Concrete with 2" Base	EA	845.00	3			3	$2,535.00		$0.00	3.00	$2,535.00	1.00	845.00	2	1690	2535.00
9	Barrier Curb	LF	27.00	150			150	$4,050.00		$0.00	150.00	$4,050.00		0.00	150	4050	4050.00
10	Headwalls	EA	1,250.00	2			2	$2,500.00		$0.00	2.00	$2,500.00	2.00	2500.00		0	2500.00
11	12" CMP	LF	35.00	20			20	$700.00		$0.00	20.00	$700.00	20.00	700.00		0	700.00
12	Misc Concrete Removal	SY	14.00	232			232	$3,248.00		$0.00		$0.00		0.00		0	0.00
13	Earthen Fill	CY	5.40	250			250	$1,350.00		$0.00		$0.00		0.00		0	0.00
14	Pedestrian Railing	LF	55.00	40			40	$2,200.00		$0.00		$0.00		0.00		0	0.00
15	Seed & Mulch	SF	0.09	14,200			14200	$1,278.00		$0.00		$0.00		0.00		0	0.00
16	Mobilization (not to exceed 5%)	LS	18,000.00	1			1	$18,000.00		$0.00	0.80	$14,400.00	0.80	14400.00		0	14400.00
17	Truncated Dome Panel	EA	230.00	2			2	$460.00		$0.00		$0.00		0.00		0	0.00
18	Erosion Control	LS	4,350.00	1			1	$4,350.00		$0.00	0.80	$3,480.00	0.80	3480.00		0	3480.00
19	Disposal and Hauling of lead contaminated soil	CY	8.00	300			300	$2,400.00		$0.00		$0.00		0.00		0	0.00
20	Traffic Control	LS	14,400.00	1			1	$14,400.00		$0.00	0.80	$11,520.00		0.00	0.8	11520	11520.00
21	Removal & Replacement of Concrete Curb & Gutter	LS	176.00		1		1	$176.00		$0.00	1.00	$176.00		0.00	1	176	176.00
22	Gutter	LS	426.00		1		1	$426.00		$0.00	1.00	$426.00		0.00	1	426	426.00
23	8" Thick concrete cub & gutter	LF	29.87		75		75	$2,240.25		$0.00	75.00	$2,240.25		0.00	75	2240.25	2240.25
24	Curb Inlet Throat	EA	518.00		1		1	$518.00		$0.00	1.00	$518.00		0.00	1	518	518.00
25	Monolithic Curbs	LF	19.84			431	431	$8,551.04		$0.00		$0.00		0.00		0	0.00
			Current Contract					$410,637.29						175969.30		190927.96	366897.25
			Original Contract					$398,726.00	sub-total	$0.00	total	$366,897.25					
			Amount of Change Order					$11,911.29	retained	$0.00	total retained	$36,689.73		17596.93		19092.80	
			Percentage of Original Contract					2.99%	total	$0.00	other deductions	$0.00		158372.37		171835.16	
											total amount due	$330,207.53					

Percentage complete 89.35%

I certify that the above bill is correct and that payment therefore has not been received. I further certify that all bills for labor, materials, and equiptment used in the work have been paid, and that any defective work will be removed and replaced

payee _____
per _____
title _____
date _____

Accounting Purposes Only
Amount Due _____
Release prior Retainage _____
Received Amount _____
Date _____

Contractor Superintendent

Total Amt _____
Less Eng Fee _____
Due Contractor _____

City Inspector

I certify that the quantities shown above are correct and that the work was actually performed consistent with the requirements of the contract.

Director of Public Works

Date

Vendor No.

$330,207.53
Amount

Acct. No.

CITY OF JOPLIN
DEPARTMENT OF PUBLIC WORKS
CONTRACTORS PAY ESTIMATE
Ending 5-13-14 to 6-9-14

Contractor: Emery Sapp & Sons Inc.
5350 State Hwy AA
Springfield, MO 65803

Description of Work
Murphy Blvd Trail 4th St to 20th St - 2013

Contract No.
Estimate No. 2
P.O. No.
Project #

	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CO #1	CO #2	CO #3	TOTAL: QUANTITY	AMOUNT	PREVIOUS EST QUANTITY	AMOUNT	THIS ESTIMATE QUANTITY	AMOUNT	QUANTITY THIS PERIOD	CDBG	CDBG AMOUNT	CITY	CITY AMOUNT	TOTAL
1	ADA Ramp Installations	EA	750.00	25			1	26	$19,500.00	24.00	$18,000.00	24.00	$18,000.00	0.00		0		0	0
2	Linear grading	LF	12.50	7,100			320	7420	$92,750.00	7100.00	$88,750.00	7420.00	$92,750.00	320.00		0	320	4000	4000
3	6" Concrete path 10' wide w 2" Base Rock	SY	38.50	5,652			356	6008	$231,308.00	5652.00	$217,602.00	5652.00	$217,602.00	0.00		0		0	0
4	Thermo Plastic crosswalk striping	LF	14.50	700				700	$10,150.00		$0.00	700.00	$10,150.00	700.00	161	2334.5	539	7815.5	10150
5	Thermo Stop Bar	LF	14.50	14				14	$203.00		$0.00	14.00	$203.00	14.00		0	14	203	203
6	Thermo Yield Bar	LF	75.00	44				44	$3,300.00		$0.00	44.00	$3,300.00	44.00	44	3300		0	3300
7	Existing Stone Path Repair	Ton	25.00	100				100	$2,500.00		$0.00		$0.00	0.00		0		0	0
8	Rest Areas -- 6" Concrete with 2" Base	EA	845.00	3				3	$2,535.00	3.00	$2,535.00	3.00	$2,535.00	0.00		0		0	0
9	Barrier Curb	LF	27.00	150				150	$4,050.00	150.00	$4,050.00	150.00	$4,050.00	0.00		0		0	0
10	Headwalls	EA	1,250.00	2				2	$2,500.00	2.00	$2,500.00	2.00	$2,500.00	0.00		0		0	0
11	12" CMP	LF	35.00	20				20	$700.00	20.00	$700.00	20.00	$700.00	0.00		0		0	0
12	Misc Concrete Removal	SY	14.00	232				232	$3,248.00		$0.00		$0.00	0.00		0		0	0
13	Earthen Fill	CY	5.40	250				250	$1,350.00		$0.00		$0.00	0.00		0		0	0
14	Pedestrian Railing	LF	55.00	40				40	$2,200.00		$0.00		$0.00	0.00		0		0	0
15	Seed & Mulch	SF	0.09	14,200			3,200	17400	$1,566.00		$0.00		$0.00	0.00		0		0	0
16	Mobilization (not to exceed 5%)	LS	18,000.00	1				1	$18,000.00	0.80	$14,400.00	1.00	$18,000.00	0.20	0.1	1800	0.1	1800	3600
17	Truncated Dome Panel	EA	230.00	2				2	$460.00		$0.00		$0.00	0.00		0		0	0
18	Erosion Control	LS	4,350.00	1				1	$4,350.00	0.80	$3,480.00	1.00	$4,350.00	0.20	0.2	870		0	870
19	Disposal and Hauling of lead contaminated soil	CY	8.00	300				300	$2,400.00		$0.00		$0.00	0.00		0		0	0
20	Traffic Control	LS	14,400.00	1				1	$14,400.00	0.80	$11,520.00	1.00	$14,400.00	0.20		0	0.2	2880	2880
21	Removal & Replacement of Concrete Curb & Gutter	LS	176.00		1			1	$176.00	1.00	$176.00	1.00	$176.00	0.00		0		0	0
22	Sawcutt, Evacuation and Haul off Spoils Curb & Gutter	LS	426.00		1			1	$426.00	1.00	$426.00	1.00	$426.00	0.00		0		0	0
23	8" Thick concrete cub & gutter	LF	29.87		75			75	$2,240.25	75.00	$2,240.25	75.00	$2,240.25	0.00		0		0	0
24	Curb Inlet Throat	EA	518.00		1			1	$518.00	1.00	$518.00	1.00	$518.00	0.00		0		0	0
25	Monolithic Curbs	LF	19.84			431		431	$8,551.04		$0.00	431.00	$8,551.04	431.00		0	431	8551.04	8551.04
26	Additional Black Dirt Required to finish slopes	LS	521.00				1	1	$521.00		$0.00	1.00	$521.00	1.00		0	1	521	521
			Current Contract						$429,902.29							8304.50		25770.54	34075.04
			Original Contract						$398,726.00	sub-total	$366,897.25	total	$400,972.29		RETAINAGE	830.45		2577.05	
			Amount of Change Order						$31,176.29	retained	$36,689.73	total retained	$40,097.23		TOTAL	7474.05		23193.49	
			Percentage of Original Contract						7.82%	total	$330,207.53	other deductions	$330,207.53						
												total amount due	$30,667.54						

Percentage complete 93.27%

I certify that the above bill is correct and that payment therefore has not been received. I further certify that all bills for labor, materials, and equiptment used in the work have been paid, and that any defective work will be removed and replaced

payee _____
per _____
title _____
date _____

Contractor Superintendent

Accounting Purposes Only
Amount Due _____
Release prior Retainage _____
Received Amount _____
Date _____

Total Amt _____
Less Eng Fee _____
Due Contractor _____

City Inspector

I certify that the quantities shown above are correct and that the work was actually performed consistent with the requirements of the contract.

Director of Public Works

Vendor No. _____

Acct. No. _____

Date _____

$30,667.54
Amount

CITY OF JOPLIN
DEPARTMENT OF PUBLIC WORKS
CONTRACTORS PAY ESTIMATE
Ending 6-9-14 to 7-9-14

Contractor: Emery Sapp & Sons Inc.
5350 State Hwy AA
Springfield, MO 65803

Description of Work:
Murphy Blvd Trail 4th St to 20th St - 2013

Contract No.
Estimate No. 3A
P.O. No.
Project #

	ITEM DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	CO #1	CO #2	CO #3	TOTAL: QUANTITY	AMOUNT	PREVIOUS EST QUANTITY	AMOUNT	THIS ESTIMATE QUANTITY	AMOUNT	QUANTITY THIS PERIOD	CDBG	CDBG AMOUNT	CITY	CITY AMOUNT	TOTAL
1	ADA Ramp Installations	EA	750.00	25			1	26	$19,500.00	24.00	$18,000.00	24.00	$18,000.00	0.00		0		0	0
2	Linear grading	LF	12.50	7,100			320	7420	$92,750.00	7420.00	$92,750.00	7420.00	$92,750.00	0.00		0		0	0
3	6" Concrete path 10' wide w 2" Base Rock	SY	38.50	5,652			356	6008	$231,308.00	5652.00	$217,602.00	6008.00	$231,308.00	356.00		0	356	13706	13706
4	Thermo Plastic crosswalk striping	LF	14.50	700				700	$10,150.00	700.00	$10,150.00	700.00	$10,150.00	0.00		0		0	0
5	Thermo Stop Bar	LF	14.50	14				14	$203.00	14.00	$203.00	14.00	$203.00	0.00		0		0	0
6	Thermo Yield Bar	LF	75.00	44				44	$3,300.00	44.00	$3,300.00	44.00	$3,300.00	0.00		0		0	0
7	Existing Stone Path Repair	Ton	25.00	100				100	$2,500.00		$0.00	14.90	$372.50	14.90		0	14.9	372.5	372.5
8	Rest Areas – 6" Concrete with 2" Base	EA	845.00	3				3	$2,535.00	3.00	$2,535.00	3.00	$2,535.00	0.00		0		0	0
9	Barrier Curb	LF	27.00	150				150	$4,050.00	150.00	$4,050.00	150.00	$4,050.00	0.00		0		0	0
10	Headwalls	EA	1,250.00	2				2	$2,500.00	2.00	$2,500.00	2.00	$2,500.00	0.00		0		0	0
11	12" CMP	LF	35.00	20				20	$700.00	20.00	$700.00	20.00	$700.00	0.00		0		0	0
12	Misc Concrete Removal	SY	14.00	232				232	$3,248.00		$0.00	232.00	$3,248.00	232.00		0	232	3248	3248
13	Earthen Fill	CY	5.40	250				250	$1,350.00		$0.00	250.00	$1,350.00	250.00		0	250	1350	1350
14	Pedestrian Railing	LF	55.00	40				40	$2,200.00		$0.00	40.00	$2,200.00	40.00		0	40	2200	2200
15	Seed & Mulch	SF	0.09	14,200			3,200	17400	$1,566.00		$0.00	17400.00	$1,566.00	17400.00	11322	1018.98	6078	547.02	1566
16	Mobilization (not to exceed 5%)	LS	18,000.00	1				1	$18,000.00	1.00	$18,000.00	1.00	$18,000.00	0.00		0		0	0
17	Truncated Dome Panel	EA	230.00	2				2	$460.00		$0.00	2.00	$460.00	2.00		0	2	460	460
18	Erosion Control	LS	4,350.00	1				1	$4,350.00	1.00	$4,350.00	1.00	$4,350.00	0.00		0		0	0
19	Disposal and Hauling of lead contaminated soil	CY	8.00	300				300	$2,400.00		$0.00		$0.00	0.00		0		0	0
20	Traffic Control	LS	14,400.00	1				1	$14,400.00	1.00	$14,400.00	1.00	$14,400.00	0.00		0		0	0
21	Removal & Replacement of Concrete Curb & Gutter	LS	176.00		1			1	$176.00	1.00	$176.00	1.00	$176.00	0.00		0		0	0
22	Sawcutt, Evacuation and Haul off Spoils Curb & Gutter	LS	426.00		1			1	$426.00	1.00	$426.00	1.00	$426.00	0.00		0		0	0
23	8" Thick concrete cub & gutter	LF	29.87		75			75	$2,240.25	75.00	$2,240.25	75.00	$2,240.25	0.00		0		0	0
24	Curb Inlet Throat	EA	518.00		1			1	$518.00	1.00	$518.00	1.00	$518.00	0.00		0		0	0
25	Monolithic Curbs	LF	19.84			431		431	$8,551.04	431.00	$8,551.04	431.00	$8,551.04	0.00		0		0	0
26	Additional Black Dirt Required to finish slopes	LS	521.00				1	1	$521.00	1.00	$521.00	1.00	$521.00	0.00		0		0	0
			Current Contract						**$429,902.29**							1018.98		21883.52	22902.5
			Original Contract						$398,726.00	sub-total	$400,972.29	total	$423,874.79			101.90		2188.35	
			Amount of Change Order						$31,176.29	retained	$40,097.23	total retained	$42,387.48			917.08		19695.17	
			Percentage of Original Contract						7.82%	total	$360,875.06	other deductions	$360,875.06						
												total amount due	$20,612.25						

Percentage complete 98.60%

I certify that the above bill is correct and that payment therefore has not been received. I further certify that all bills for labor, materials, and equiptment used in the work have been paid, and that any defective work will be removed and replaced

payee _____
per _____
title _____
date _____

Contractor Superintendent

Accounting Purposes Only
Amount Due _____
Release prior Retainage _____
Received Amount _____
Date _____

Total Amt _____
Less Eng Fee _____
Due Contractor _____

City Inspector

I certify that the quantities shown above are correct and that the work was actually performed consistent with the requirements of the contract.

Director of Public Works

Vendor No. _____

Acct. No. _____

Date _____

$20,612.25
Amount

SAM Search Results
List of records matching your search for :

Search Term : emery* sapp*
Record Status: Active

ENTITY	Emery Sapp & Sons, Inc.	Status:Active
DUNS: 075887059	+4:	CAGE Code: 1UQ38 DoDAAC:
Expiration Date: Jun 11, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 2602 N Stadium Blvd City: Columbia ZIP Code: 65202-1271		State/Province: MISSOURI Country: UNITED STATES

ENTITY	EMERY SAPP & SONS, INC.	Status:Active
DUNS: 829102081	+4:	CAGE Code: 5A9E4 DoDAAC:
Expiration Date: Dec 31, 2014	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 5350 E STATE HWY AA City: SPRINGFIELD ZIP Code: 65803-8316		State/Province: MISSOURI Country: UNITED STATES

Company ID Number: 86909

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Emery Sapp & Sons, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

   B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $500 and $1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 86909

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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

Employer Emery Sapp & Sons, Inc.

Dan Hoover	
Name (Please type or print)	Title
Electronically Signed	01/08/2008
Signature	Date

Department of Homeland Security – Verification Division

Company ID Number: 86909

USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	01/08/2008
Signature	Date

Company ID Number: 86909

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: Emery Sapp & Sons, Inc.

Company Facility Address: 2602 N Stadium Blvd
Columbia, MO 65202

Company Alternate Address:

County or Parish: BOONE

Employer Identification Number: 431708848

North American Industry Classification Systems Code: 237

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified for: 1

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

- MISSOURI 1 site(s)

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

Name: Dawn DeBrodie
Telephone Number: (573) 445 - 8331 Fax Number:
E-mail Address: dawnd@emerysapp.com

Name: Dan Hoover
Telephone Number: (573) 445 - 8331 Fax Number:
E-mail Address: dhoover@emerysapp.com

CERTIFICATION REGARDING GOVERNMENT-WIDE 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.

EMERY SAPP & SONS INC.

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

DANIEL J. HALL ASSISTANT VICE PRESIDENT

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

Signature of Certifying Official

02-06-14

Date

CERTIFICATION OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This 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 bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

EMERY SAPP & SONS, INC., 5550 ST HWY AA, SPRINGFIELD, MO 65803

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):

DANIEL J. HALL ASSISTANT VICE PRESIDENT

Daniel J. Hall 12/16/2013

SIGNATURE DATE

City of Joplin

MURPHY BLVD TRAIL 4TH TO 20TH - 2013

December 16, 2013

				Emery Sapp & Sons		APAC of MO		CE Contracting		Lathrop Construction		Snyder Construction		Sprouls Construction	
	Item	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	ADA Ramp Installations	25	EA	750.00	18,750.00	1,450.00	36,250.00	2,500.00	62,500.00	1,400.00	35,000.00	2,300.00	57,500.00	1,300.00	32,500.00
2	Linear grading	7,100	LF	12.50	88,750.00	13.50	95,850.00	1.25	8,875.00	1.40	9,940.00	12.00	85,200.00	10.00	71,000.00
3	6" Concrete path 10' wide w 2" Base Rock	5,652	SY	38.50	217,602.00	39.60	223,819.20	55.60	314,251.20	55.00	310,860.00	54.00	305,208.00	54.00	305,208.00
4	Thermo Plastic crosswalk striping	700	LF	14.50	10,150.00	27.65	19,355.00	18.00	12,600.00	15.00	10,500.00	30.00	21,000.00	13.00	9,100.00
5	Thermo Stop Bar	14	LF	14.50	203.00	27.65	387.10	30.00	420.00	15.00	210.00	30.00	420.00	15.00	210.00
6	Thermo Yield Bar	44	LF	75.00	3,300.00	55.35	2,435.40	60.00	2,640.00	80.00	3,520.00	60.00	2,640.00	15.00	660.00
7	Existing Stone Path Repair	100	Ton	25.00	2,500.00	26.65	2,665.00	16.00	1,600.00	45.00	4,500.00	25.00	2,500.00	25.00	2,500.00
8	Rest Areas – 6" Concrete with 2" Base	3	EA	845.00	2,535.00	900.00	2,700.00	5,000.00	15,000.00	2,000.00	6,000.00	1,000.00	3,000.00	1,000.00	3,000.00
9	Barrier Curb	150	LF	27.00	4,050.00	44.00	6,600.00	40.00	6,000.00	40.00	6,000.00	40.00	6,000.00	40.00	6,000.00
10	Headwalls	2	EA	1,250.00	2,500.00	1,105.00	2,210.00	1,200.00	2,400.00	1,500.00	3,000.00	2,000.00	4,000.00	1,500.00	3,000.00
11	12" CMP	20	LF	35.00	700.00	43.00	860.00	60.00	1,200.00	40.00	800.00	40.00	800.00	30.00	600.
12	Misc Concrete Removal	232	SY	14.00	3,248.00	30.00	6,960.00	50.00	11,600.00	18.00	4,176.00	28.00	6,496.00	40.00	9,280.(
13	Earthen Fill	250	CY	5.40	1,350.00	16.00	4,000.00	20.00	5,000.00	22.40	5,600.00	15.00	3,750.00	40.00	10,000.00
14	Pedestrian Railing	40	LF	55.00	2,200.00	170.00	6,800.00	100.00	4,000.00	60.00	2,400.00	60.00	2,400.00	45.00	1,800.00
15	Seed & Mulch	14,200	SF	0.09	1,278.00	0.63	8,946.00	1.20	17,040.00	0.28	3,976.00	0.25	3,550.00	0.40	5,680.00
16	Mobilization (not to exceed 5%)	1	LS	18,000.00	18,000.00	22,250.00	22,250.00	27,345.00	27,345.00	7,500.00	7,500.00	10,000.00	10,000.00	24,381.90	24,381.90
17	Truncated Dome Panel	2	EA	230.00	460.00	420.00	840.00	500.00	1,000.00	300.00	600.00	450.00	900.00	300.00	600.00
18	Erosion Control	1	LS	4,350.00	4,350.00	17,350.00	17,350.00	25,400.00	25,400.00	1,500.00	1,500.00	12,000.00	12,000.00	4,000.00	4,000.00
19	Disposal and Hauling of lead contaminated soil	300	CY	8.00	2,400.00	16.00	4,800.00	25.00	7,500.00	10.00	3,000.00	15.00	4,500.00	25.00	7,500.00
20	Traffic Control	1	LS	14,400.00	14,400.00	20,100.00	20,100.00	25,000.00	25,000.00	4,500.00	4,500.00	10,000.00	10,000.00	15,000.00	15,000.00
			Total		**398,726.00**		**485,177.70**		**551,371.20**		**423,582.00**		**541,864.00**		**512,019.90**

Reconciled by _____

Approved by:_____

Addition Error in bid total

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant _____

Project Number _____

Contractor/Engineer Emery Sapp and Sons, Inc.

Address, City, State, and Zip 5350 St. Hwy AA, Springfield, MO 65803

Contact Person David Moran Telephone No 314-265-9726

Amount of Contract $398,726.00 MBE Percentage 0 WBE Percentage: 1.1

1. MBE _____ Subcontractor Road Runner Safety Services
   WBE X Address, City, State, Zip 10995 US 61 N, Jackson, MO 63756
   Contact Person Matt Boyd
   Amount of Subcontract $4,600.00 Tax ID Number 43-1806037
   Scope Of Work Traffic Control

2. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

3. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

4. MBE _____ Subcontractor _____
   WBE _____ Address, City, State, Zip _____
   Contact Person _____
   Amount of Subcontract _____ Tax ID Number _____
   Scope Of Work _____

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
Road Runner Safety Services	1	$4,600.00	1	$4,600.00
Twin Traffic Marking	1	$14,503.00	1	$14,053.00
Anchor Fence	1	$2,200.00	1	$2,200.00
Dirt Worx	1	$1,200.00	1	$1,200.00

Section 3 Business Concern

A business concern, which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project.

Emery Sapp and Sons, Inc.

Company

Murphy Trail Improvements

Project Name

8494

Project Number

David Moran

Person Completing Form

3/11/14

Date

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
	None			

Section 3 Business Concern

A business concern, which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project.

Emery Sapp and Sons, Inc.

Company

Murphy Trail Improvements

Project Name

8494

Project Number

David Moran

Person Completing Form

3/11/14

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	1	1	0	0
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE: Operator				
Journeymen	5	5	0	0
Helpers				
Apprentices				
Trainees				
Others				
TRADE: Laborer				
Journeymen	8	8	0	0
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan are of the state.

Emery Sapp and Sons, Inc.
Company

Murphy Trail Improvements
Project Name

8494
Project Number

David Moran
Person Completing Form

3/11/14
Date

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	1	1	0	0
Professionals				
Technical				
Hsq Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE: Operator				0
Journeymen	5	5	0	
Helpers				
Apprentices				
Trainees				
Others				
TRADE: Laborer				0
Journeymen	8	8	0	
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the non-metropolitan county in which the Section 3 covered project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence of the non-metropolitan are of the state.

Emery Sapp and Sons, Inc.
Company

Murphy Trail Improvements
Project Name

8494
Project Number

David Moran
Person Completing Form

3/11/14
Date

TABLE D

CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

Project Number	Prime Contractor	Address	Contract Amount	Federal ID No.
8494	Emery Sapp and Sons, Inc.	5350 St Hwy AA, Springfield, MO 65803	$398,726.00	

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.
Road Runner Safety Services		10995 US 61 N Jackson, MO 63756 573-833-9983	Trade	$4,600.00	12/16/13	Competitive	43-1806037
Twin Traffic Marking		4100 Van Depopouliere Kansas City, MO 64150 816-587-8582	Trade	$14,053.00	12/16/13	Competitive	
Anchor Fence		5755 S. Campel Springfield, MO 65810 417-882-5270	Trade	$2,200.00	12/16/13	Competitive	
Dirt Worx		2709 W. Kearney Springfield, MO 65803 417-865-0236	Trade	$1,200.00	12/16/13	Competitive	

* Check if a Section 3 Business Concern

Section 3 Business Concern

A business concern which is located in or owned in substantial part (at least 51%) by persons residing in the same non-metropolitan county as the project

Total Dollar Amount Awarded to Section 3 Businesses $ $0.00

State of Missouri Subcontract

AGREEMENT

Made on this date of **Tuesday, February 4, 2014**

BETWEEN the Contractor:

Emery Sapp & Sons Inc

5350 E. State Hwy AA
Springfield, MO 65803
Telephone #:(417) 833-9915
Fax #: (417) 833-9981

Hereinafter called **"Contractor"** and the Subcontractor:

Road Runner Safety Services
PO Box 552
Jackson, MO 63755
Telephone #: 573-204-0060
Fax #: 573-204-7862

Hereinafter called **"Subcontractor".**

Whereas Contractor has a contract with the **City of Joplin**
hereinafter called **"Owner"** for the construction in accordance with the plans and specification thereof various items of work awarded to the Contractor for project known as

Owner's Job No: **Murphy Trail - Concrete Path**

Emery Job No: **58-B-13**

Which Contract is hereinafter referred to as the Prime Contract and which provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein has been made available to the Subcontractor.

The Contractor and Subcontractor agree as set forth below:

ARTICLE 1
THE SUBCONTRACT DOCUMENTS

The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other documents enumerated therein, including, but not limited to, the Missouri Standard Specifications for Highway Construction, the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications,

addenda issued prior to execution of the Agreement between the Owner and Contractor and Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of the Agreement, and other Co ntract Documents, if any, listed in the Owner -Contractor Agreement; (3) any other documents listed in this Agreement; and (4) modifications to this Subcontract issued after execution of this Agreement. All of these documents hereby become a part of this Subcontract and are hereinafter referred to as the Contract Documents, and shall be made available to the Subcontractor upon his request prior to and at anytime subsequent to signing this Subcontract. The Contract Documents represents the entire and integ rated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

The Subcontractor agrees to furnish all material and equipment and perform all work in strict accordance with the Contract Documents.

ARTICLE 2
THE WORK

A. Subcontractor shall furnish all the labor, materials, supplies, equipment, facilities and everything else necessary to perform and shall perform all the work for the construction and completion of the following part(s) of the work of the Prime Contract set forth below:

	Description	Units	Unit Cost	Amount
10015.02	Traffic Control	1.00 LS	4,100.00	4,100.00
	-3 Flagger Packages -10 Additional Road Work Ahead -6 Sidewalk Closed -175 Trim-Line Channalizers			
10015.02	Relocate Existing Permanente Sign	1.00 LS	500.00	500.00
				$4,600.00

THIS PROJECT IS TAX EXEMPT.

THIS PROJECT IS PREVAILING WAGE & CERTIFIED PAYROLL IS REQUIRED.

B. Subcontractor shall also perform all work incidental thereto which is necessary or required in order that all such work covered by the Subcontract will be complete, in strict accordance and full compliance with the Contract Documents and as required by Contractor. Subcontractor represents that it has the machinery, equipment, personnel and experience to perform the work within the time allotted and sequence required by Contractor.

C. Subcontractor represents that it has examined the Prime Contract and desire s to perform the subcontract work, as defined above, in accordance with the Prime Contract and as herein provided.

ARTICLE 3
SCHEDULE OF WORK

A. Subcontractor shall begin work as soon as instructed to do so by Contractor and shall carry the same forward promptly, efficiently, and at a speed as determined by Contractor and that will not damage, delay or interfere with Contractor or others. Subcontractor shall cooperate fully with all others working on the Project. Subcontractor agrees that Contractor may re quire Subcontractor to prosecute some parts of the work in preference to others as Contractor may specify from time to time and such shall not afford Subcontractor any basis for any claim for damages, delay, interference, extra work, or otherwise against C ontractor or Owner.

B. Prior to commencement of work hereunder and thereafter as requested, Subcontractor shall submit promptly to Contractor, any and all data and information required under the Prime Contract or requested by Contractor relating to the seque nce, order, data, and nature of work to be performed hereunder. Such submission shall be organized in such form or manner as Contractor shall require, whether in a so called "critical path" or "network analysis system" or otherwise and shall reflect compl etion of the work required hereunder. Subcontractor understands and agrees Contractor will rely on such data and Subcontractor will perform its work timely in accordance therewith. In the event Subcontractor does not carry out such work at such rates of progress as required, Contractor may require Subcontractor at no additional compensation therefore to increase the number of qualified supervisory personnel and workers and the amount of equipment employed in the performance of Subcontractor's work to such extent as Contractor may deem necessary or desirable, or Contractor may exercise any other right or remedy it may have.

ARTICLE 4
PAYMENT

A. Contractor agrees to pay Subcontractor for said work and everything required of Subcontractor in and by this Su bcontract the sum of Dollars **$4,600.00**

subject to additions and deductions for changes as may be agreed upon in advance in w and subject to the other terms of the Subcontract. It is agreed that (i) no payments are

to be made to Subcontractor unless its rate of progress, work done, and materials and services furnished are satisfactory to Owner and Contractor and (ii) payment shall be made only for actual work performed to the satisfaction of Owner and Contractor and only to the extent that payments for such work have actually been received by Contractor from Owner. It is a precedent of payment that payment shall only be due Subcontractor ten (10) days after Contractor receives payment from the Owner, less retainage at a p ercentage equal to that withheld from Contractor which Contractor may withhold from payments otherwise due Subcontractor. In the event any items performed by Subcontractor are to be paid for at unit prices, the quantities shown are estimates only and the amounts to be paid Subcontractor shall be determined by the actual quantities of work performed or material furnished or both, and as determined by Owner, or its authorized representatives and paid for by Owner.

B. The Subcontractor agrees that monies r eceived for the performance of this Subcontract shall be used first for payment of labor, material, equipment, supplies and services entering into or related to this work, and said monies shall not be diverted to satisfy obligations of the Subcontractor on other contracts until all obligations under or in connection with this Subcontract are satisfied in full. Contractor may withhold any payment until Subcontractor has furnished Contractor with evidence satisfactory to it that Subcontractor has paid in ful l for all labor, materials, equipment and supplies used in the work and has performed all other obligations incumbent on Subcontractor.

C. Subcontractor shall submit to Contractor applications for progress payments in a form and within time periods acceptab le to Contractor.

D. It is a condition precedent of payment that final payment hereunder shall only be made within ten (10) days after all of the following items have occurred: (i) completion of said Project; (ii) written acceptance thereof by the Owner and Engineer: (iii) the Owner has made full and final payment therefore to Contractor; and (iv) a full release, in a form acceptable to Contractor of all claims against Owner, Contractor and the Project has been received by Contractor.

E. Under no circumstances shall prior passage of title to Owner or Contractor, prior acknowledgement of good condition by the Owner, Engineer or Contractor, prior payment by the Owner or Contractor, acceptance of such release or acceptance, use or installation of any work performe d or articles delivered hereunder be deemed to (i) constitute acceptance or approval of work done or materials furnished hereunder, (ii) affect the responsibility of the Subcontractor to perform as required, (iii) affect the right of Contractor or Owner to reject any such work or articles determined upon inspection not to be in the condition required, or (iv) constitute acceptance of defective work or improper materials or act as a waiver of Contractor's rights and Subcontractor's obligations hereunder. W ithout limitation on the foregoing, any acceptance of the work and materials furnished by Subcontractor hereunder shall not relieve or discharge Subcontractor from any of its obligations and warranties hereunder.

F. If any payment from the Owner to Contractor is delayed due to Subcontractor's failure to settle all claims against it for work under this Subcontract, or Subcontractor's failure to perform fully and completely or comply with any condition or requirement incumbent on it hereunder or for any other reason attributable to Subcontractor, the Subcontractor will be assessed interest, at the then prevailing 90 day treasury bill rate, plus four percent (4%) on the total amount due Contractor from the Owner. Notwithstanding anything herein to the contrary, Contractor has the absolute right to withhold and set off from funds otherwise due Subcontractor on this Project any amounts due Contractor from Subcontract on any other Project, and if Contractor exercises such right of set off, the Subcontractor hereby waives any lien claims and bond rights on this Project as to such amounts so set off.

ARTICLE 5
RATE OF PROGRESS OF WORK

Time is of the essence, and all of the work of the Subcontractor shall be fully and properly completed within the time required by the Prime Contract or such shorter period of time as Contractor shall schedule or deem necessary so as to permit Contractor to complete and fulfill timely all of its obligations under the Prime Contract. Subcontractor shall at all times supply sufficient and adequate tools, equipment, properly qualified supervisory personnel and workers, and materials and supplies of proper quality to prosecute said work efficiently and promptly and in accordance with the schedule and sequence given it from time to time. Subcontractor accepts sole and exclusive responsibility for the work covered hereby, shall provide continuous supervision for such work during the progress thereof at the jobsite, and no advise, recommendations or assistance that the Owner or Contractor may give to Subcontractor shall operate to relieve Subcontractor from complete responsibility for such work

ARTICLE 6
CHANGES AND EXTRA WORK

A. Contractor may, at any time, without notice to Subcontractor's surety and without invalidating this Subcontract or any surety bond, make any changes or alterations in the work covered by this Subcontract or order extra or additional work which it may deem expedient. Subcontractor and its surety agree to increase the penal sum of any surety bond for work under this Subcontract in an amount equal to any increase in price hereunder. No alteration or change or extra or additional work shall be performed by Subcontractor except upon the written order of Contractor. If no additional time or money is requested by Subcontractor within five (5) calendar days following notice of any such proposed change or extra work or additional work, then no additional money or time shall be due Subcontractor.

With respect to such changes, or alterations, or additional or extra work, Contractor shall not be liable to the Subcontractor for a sum greater than Contractor obtains from the Owner for such changes, alterations or extra or additional work, less reasonable overhead and profit to Contractor, and also less any costs and expenses incurred by Contractor. Any payments to Subcontractor for such work shall be conditioned upon a prior recovery therefore by Contractor from Owner. In the event of a deduction as a result of such change in the work, the deduction taken by the Owner shall be controlling and binding upon the Subcontractor.

B. If there is a dispute as to such changes, deductions, alterations or extra or additional work, then Subcontractor shall proceed with such work as directed by Contractor. Contract unit prices are to be used where applicable.

C. If Subcontractor deems that wo rk conditions are unsatisfactory or unsuitable or differ from any representation hereof or from good construction practice, written notification of the condition shall be given to Contractor within five (5) days of when first detected and before Subcontrac tor proceeds with further work in connection therewith or takes any remedial action with respect to such condition. If Subcontractor fails to give such written notice and fails to receive a response allowing Subcontractor consideration in connection there with, no consideration or compensation will be given or allowed to Subcontractor with respect thereto.

ARTICLE 7
DELAYS

A. Contractor shall not be liable to the Subcontractor for delay to Subcontractor's work for any reason. If Subcontractor claims it has been delayed by Owner or others, the only obligati on Contractor has to Subcontractor is to pass on to Owner or such others any claim Subcontractor contends it has and to pay Subcontractor any amounts which Owner or such others pay to Contractor as a result of such clams for delays caused by Owner or others. No claim for an extension of time or damages shall be allowed to Subcontractor for any cause or under any circumstances unless the Subcontractor files a written claim with Contractor therefore within fo rty-eight (48) hours from the time of the beginning of the occurrence causing the delay.

B. Should Subcontractor be delayed in the performance of its work, Subcontractor shall be entitled to an extension of time for performing and completing the work covered by this Subcontract but only to the extent actually allowed to Contactor by Owner or its representatives under the terms of the Prime Contract. Subcontractor shall protect, indemnify, defend and save harmless Contractor from all loss, cost, damage, liabi lity and expense which Contractor may sustain or incur by reason of any delays caused or contributed to by Subcontractor, its agents, employees, suppliers or subcontractors. Payment of such amounts by Subcontractor for any such delays shall not relieve or release Subcontractor from any obligation hereunder, and shall not affect any other cause of action which Contractor otherwise would have against Subcontractor for the same or any other breach. Any damages to Contractor for any such delays may be deducte d from Contractor at its option from the agreed price for Subcontractor's work, as damages and not as a penalty, and without limited any rights of Contractor including the option of Contractor to declare the Subcontract in default.

ARTICLE 8
DECISIONS

The obligation of Subcontractor to perform all work and furnish all material covered by the Subcontract under the direction and to the satisfaction of Contractor and Owner is absolute and without

exception. The decision of Contractor as to the performance of such work and as to the true construction and meaning of the drawings and specifications shall be final. Subcontractor shall conform to, and abide by, any additional detail that illustrates the work to be done at no additional cost unless such cost is agreed to in writing in advance.

ARTICLE 9
RELATIONSHIP

Subcontractor agrees to be bound to Contractor by all terms of the Prime Contract applicable to this Subcontract and Subcontractor shall relieve Contractor of all responsibility toward the Owner under the Prime Contract for the performance of everything subcontracted to Subcontractor and Subcontractor shall fully assume and perform all such responsibilities of Contractor in connection there with. Subcontractor will perform this Subcontract so as not to violate any terms, covenants or conditions of the Prime Contract and other Contract Documents and where any provision of the Prime Contract and other Contract Documents between Owner and Contr act is inconsistent with any provision of this Subcontract, this Subcontract shall govern.

ARTICLE 10
INSURANCE

A. The Subcontractor shall maintain such insurance as will insure the performance by the Subcontractor of its obligations to protect, defend, ind emnify and hold harmless Contractor and Owner respectively, as provided herein, and will protect them from claims under Worker's Compensation Act and from claims for bodily injury including death and property damage which may arise from and during operatio ns under this Subcontract, whether such operations be by Subcontractor or by anyone directly or indirectly employed by it. The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability. The below limit s constitute the minimum acceptable insurance limits and should not be construed in any way to limit the Subcontractor's liability to the contractor. The Subcontractor will be required to carry the appropriate limits of insurance and meet all the requirements as spelled out in the Prime Contract or the limits shown below, whichever are greater.

1. General Liability (CGL)-Occurrence Form

a)	General Aggregate	$3,000,000
b)	Products-Completed Operations Aggregate	$1,000,000
c)	Personal Injury	$1,000,000
d)	Each Occurrence	$3,000,000
e)	Fire Damage	$ 50,000
f)	Medical Payments	$ 5,000

1) General Aggregate shall apply separately to each project.
2) Owner, Emery Sapp & Sons, Inc., and all other parties required by the Contractor, shall be included as insured on the CGL, using ISO Additional Insured Endorsement CG 2010 11 85 or an endorsement providing equivalent coverage to

the additional insured's. It shall apply as Primary Insurance before an other insurance or selfinsurance, including any deductible, maintaine by, or provided to, the additional insureds.

3) Subcontractor shall maintain CGL coverage for itself and all addional insureds for the duration of the project and maintain Complete Operations coverage for itself and each insured for at least 3 years aft completion of the work.

2. Business Automobile Liability

a) Combined Single Limit $3,000,000

1) Business Auto Coverage must include coverage for liability arising ou of all owned, leased, hired, and non-owned automobiles.
2) Owner, Emery Sapp & Sons, Inc., and all other parties required of th Contractor, shall be included as additional insured on the auto policy

3. Workers' Compensation

a) Each Accident $1,000,000
b) Disease-Policy (Limit) $1,000,000
c) Disease-Each Employee $1,000,000

1) Where applicable, U.S. Longshore and Harborworkers Compensati Act Endorsement shall be attached to the policy.
2) Where applicable, Maritime Coverage Endorsement shall be attached t the policy.

4. Commercial Umbrella Liability

a) Per Occurrence Limit $3,000,000

1) Umbrella coverage must include as additional insureds all entities th are additional insured's on the CGL.
2) Umbrella coverage for such additional insureds shall apply as Primar Insurance before any other insurance or selfinsurance, including an deductible, maintained by, or provided to, the additional insured oth than the CGL, Auto Liability, and employers Liability coverag maintained by the Subcontractor.
3) The limits specified in Section A-1,2,&3 may be satisfied with a combination of Primary and Umbrella/Excess Insurance.

B. CERTIFICATES OF INSURANCE

Prior to the commencement of the Work, Subcontractor shall provide for the Owner and Contractor to review and approval, certificates of insurance and policy endorsements reflecting full compliance with the requirements set forth in Paragraphs A1, A2, A3 and A4 of the Article. Such certificates and policy endorsements shall be kept current and in compliance throughout the period when Work is being performed and until its final acceptance by Owner (and for three (3) years thereafter for products and completed operations liability), and shall provide for thirty (30) days advance writen notice to

1. Owner and Contractor in the event of cancellation or material change adversely affecting the interests of Owner and Contractor.

2. In jurisdictions requiring mandatory participation in a monopolistic state workers' compensation fund, the insurance certificate requirements for the coverage required under Paragraph A3 (Workers' Compensation) of this Article will be satisfied by a letter from the appropriate state agency confirming participation in accordance with statutory requirements.

B. SUB-SUBCONTRACTORS INSURANCE

If Subcontractor shall subcontract any of is work to a third party, Subcontractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Contractor. Subcontractor will cause all such policies of insurance to name Contractor and Owner as additional insureds and provide indemnification for Contractor and Owner against liability upon the risks insured thereby to the amount of the coverage specified herein for Subcontractor.

C. BUILDERS' RISK

Contractor may (but is not obligated to) carry Builders' Risk Insurance on the Project. Should Contractor carry this insurance, then Contractor at its sole option may include Subcontractor for the principle sums of this Subcontract in Contractor's Builders' Risk Policy, and if it does so include the Subcontractor, then Subcontractor will pay Contractor Subcontractors' fair share of the premium thereof as determined by Contractor. Contractor shall not be deemed to have elected or agreed to include Subcontractor in any such policy until and unless Subcontractor has been named on the policy and furnished an endorsement or certificate to that effect and Subcontractor has paid Contractor therefore. Subcontractor shall assume the responsibility to determine whether this insurance is in force.

D. WAIVER OF SUBROGRATION

Where allowed by law, Subcontractor waives all rights against the Owner, Emery Sapp & Sons, Inc., the architect, their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, business auto liability, commercial umbrella liability, or workers' compensation and employers liability insurance maintained per the requirements stated above.

E. SUBCONTRACTOR'S ACTS OR OMISSIONS

In addition to its obligations under this provision of the Subcontract regarding Insurance, Subcontractor agrees to pay and to protect, defend, save harmless and indemnify Contractor against any liability for damages sustained by another subcontractor, material man or other party supplying labor, materials, or services in the performance of the work covered by the

Prime Contract resulting from Subcontractor's acts or omissions (whether or not negligent), failure to perform, delays in performance, interference or default in the performance of the work to be done under this Subcontract. Subcontractor shall protect, defend, indemnify and save Contractor harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Subcontract, including their use by Owner and further agrees to pay all loss and expense incurred by Contractor by reason of any such claims or suites, including attorneys' fees.

ARTICLE 11
BONDS

If requested by Contractor, Subcontractor at least fifteen (15) days before commencing work on the Project shall furnish and pay for both a performance bond and a payment bond with Contractor as the oblige in a sum not less than the amount payable to Subcontractor under this Subcontract with surety thereon satisfactory to Contractor guaranteeing respectively the faithful performance of this Subcontract and each and all of its stipulations and agreements and the payment of all person furnishing labor, services, equipment or materials used or purchased for use in the work covered by this Subcontract. Should any contract modifications result in an increase in the amount of this Subcontract, Subcontractor and Surety shall increase the amounts of such bonds accordingly, and it will be the responsibility of the Subcontractor to include in its proposal the cost of additional bond premiums to cover the additional amount. Notwithstanding anything herein to the contrary, in addition to the other rights under the Subcontract, if the Subcontractor fails to furnish said bonds before commencing work hereunder, or to increase the amounts of such bonds as required, Contractor, then or at any time thereafter, may declare Subcontractor to be in default hereunder and to have breached this Subcontract. Subcontractor shall be liable to Contractor for any and all damages as a result of such default and breach and on the occurrence of such default or breach Subcontractor shall not be entitled to any payment for, or in respect of, any work done at the site of said Project or elsewhere, nor to reimbursement or compensation for orders placed or anything else done in preparation for, or performance of, the work described herein, and no payment made or forbearance granted by Contractor shall operate as a waiver of the rights herein granted to Contractor.

ARTICLE 12
INDEMNITY

Subcontractor agrees to protect, indemnify, defend, and hold harmless Contractor and Owner from and against (i) all claims, causes of action, liabilities, obligations, demands, costs and expenses arising out of injury to (including death of) any and all persons or damage to property alleged to have been caused by any act or omission of Subcontractor, its agents, employees or invitees, or growing out of, or incidental, directly or indirectly, to the performance of the Subcontract regardless of how such injury, death or damage be caused, and (ii) all damage judgments and expenses caused by any act or omission (whether or not negligent) of Subcontractor or anyone who performs work in the prosecution of the Subcontract. Subcontractor expressly assumes with respect to the work to be done hereunder all liability imposed on Contractor by the provisions of the Prime Contract and, upon request by Contractor, subcontractor shall defend any and all suits brought against Contractor or Owner on account of any such

liability or claims of liability and shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Contractor for all expenditures or expenses, including court costs and attorneys' fees incurred by Contractor by reason of any such accident, liability or claims of liability. If there are such injuries to person or damage to property unsettled upon completion of this Subcontract, final settlement of sums otherwise due between Contractor and Subcontractor may be deferred at the option of Contractor until such claims are adjusted or Subcontractor furnishes indemnity acceptable to Contractor. Subcontractor agrees that the damage provisions of, and any damages assessed in relation to, the Prime Contract, both actua l and liquidated, shall be enforceable and collectible by Contractor against Subcontractor. In addition, Contractor can offset from sums otherwise due Subcontractor an amount equal to said damages including any damages sustained by Contractor as a result of the failure of Subcontractor to perform its work properly, timely or in accordance with its obligations and requirements herein.

ARTICLE 13
LABOR AND EMPLOYMENT MATTERS

A. Subcontractor shall comply with, observe and conform to the wage scales and labor policies of Contractor, specifically including the terms and provisions of any such agreements providing for hiring and union -security and for the making of such payments into or under health and welfare or other fringe benefit funds or plans, to the extent that the terms and provisions of such agreements can legally be applied to the work to be done hereunder. Neither Subcontractor not any of its subcontractors or suppliers shall employ any workers whose employment on the work covered by this Contract is objected to by Contractor or Owner or which violates any such labor agreements. Subcontractor agrees that if any portion of such work is further subcontracted, such further subcontractor shall be contractually obligated to be bound by, and observe the ter ms and provisions of, such collective bargaining agreements to the same extent as is herein required of Subcontractor, and that an express provision imposing such obligation upon the further subcontractor shall be included in any such further subcontract.

B. In the event of a strike or stoppage of work resulting from a dispute involving or affecting the labor employed by Subcontractor or its subcontractors, Contractor may at its option terminate or suspend the right of Subcontractor to proceed on this Subcontract or terminate this Subcontract and Contractor shall be obligated only to compensate Subcontractor in accordance with termination provision contained herein.

ARTICLE 14
TAXES

Taxes are included in the price to be paid Subcontractor under this Sub contract, and Subcontractor assumes and accepts exclusive liability for, and agrees to pay (i) all taxes and contributions required to be withheld from or in respect of wages and salaries, under any law now existing or hereafter imposed, including interest , and penalties, (ii) all taxes, contributions, including interest and penalties under any federal, state municipal, or other governmental or private old age benefit, welfare benefit, social security, pension, annuity, or unemployment compensation or insur ance law, plan or program now

existing or hereafter imposed, (iii) all taxes measured by receipts in connection with the work under this Subcontract and all sales, use, income, occupation, or excise taxes, including interest and penalties, hereunder and all permits, fees and licenses r elative to the work covered by this Subcontract. If Contractor pays any such taxes, contributions, interest or penalties, Subcontractor on demand shall reimburse Contractor, therefore or Contractor may deduct the same from sums otherwise due Subcontractor .

ARTICLE 15
LOSSES

Subcontractor agrees at is own expense to carefully protect, watch over, and care for all of its work, complete or otherwise, and all of its materials, supplies, tools, and equipment. Subcontractor agrees, at its own expense, to make good any loss or damage to any and all such work, materials, supplies, tools and equipment from any cause whatsoever up to the final acceptance of the entire Project by Owner.

In the event of a loss by fire or other casualty, Subcontractor shall, as soon as possible thereafter, proceed to replace, restore or repair the portions of its work so damaged, as directed by Contractor. If Subcontractor is included under Contractor's Builders' Risk Policy as to such loss, then Subcontractor shall forthwith submit to Contractor its estimate of the cost of work, in such form as may be required to submit a proper proof of claim to the insurance carrier and Subcontractor shall be conclusively bound by any settlement, arbitration, appraisal or legal action in the deter mination of their part of the total claim. Subcontractor shall be paid by Contractor the cost of replacing and restoring competed work damaged by fire or other casualty as shall be covered by insurance carried by Contractor for Subcontractor, based on the aforesaid subcontract price, to the extent of the amount of money actually received by Contractor which is attributable to Subcontractor's loss, less its proportionate share of Contractor's expense in connection with the recovery of such proceeds includin g professional experts and counsel fees and other costs and expenses.

ARTICLE 16
TERMINATION

In the event the Prime Contract is terminated, Contractor shall, at its sole option and discretion, reserve the right to terminate this Subcontract as of the dat e of the termination of the Prime Contract. In the even t the Subcontract is terminated, Subcontractor shall only be entitled to either: (i) whatever Owner has paid Contractor for the work performed by Subcontractor up to the time of termination, or (ii) th e actual, direct costs of all labor and material expended on the job prior to the effective date of the termination plus a sum equal to six perfect (6%) of all such labor and material to cover overhead and profit, whichever is less.

In no event on such te rmination shall Subcontractor be entitled (a) to receive a sum in excess of what the Owner pays to Contractor for such work of Subcontractor; (b) to anticipatory profit or damages for any termination; or (c) to assert a claim in quantum merit or any other measure of damages other than that stated herein.

ARTICLE 17
DEFAULT

If (i) Subcontractor shall fail to furnish materials of the quality or do work in the manner required by the Prime Contract, or, (ii) Subcontractor shall fail to provide supervisory personnel or workers in numbers and experience or equipment in kind and capacity suitable to the Owner, Architect, or Contractor, or (iii) Subcontractor shall fail to diligently prosecute the work required to be done under this Subcontract in any particular order or to keep pace with the progress schedule formulated from time to time by Contractor or shall abandon said work or any part thereof, or, (iv) a petition in bankruptcy or for an arrangement of creditors shall be filed by or against Subcontractor or Subcontractor shall become insolvent or make an assignment for the benefit of creditors or commit any act of bankruptcy, or (v) Subcontractor shall fail to promptly pay for all labor and material used in connection with this Subcontract, or fails to provide evidence of such payment, or (vi) the principal owner of Subcontractor shall die or otherwise become physically or mental disabled, or (vii) Subcontractor shall fail in any manner to perform the whole or any part of any term, provision, covenant or agreement contained or assumed herein, then and upon the occurrence of any such event (and Contractor's finding and judgment with respect thereto shall be final and bind the Subcontractor absolutely), CONTRACTOR SHALL HAVE THE RIGHT TO: (a) withhold any further payment hereunder from Subcontractor until all work to be performed by Subcontractor shall be wholly finished, and (b) provide or have others provide such materials, supplies, equipment and labor in addition to any supplied by Subcontractor as may be necessary to complete Subcontractor's work and pay for the same and deduct the amount thereof from any money which is then or would be thereafter otherwise be due Subcontractor, and (c) pay for all of the same and deduct the amount so paid from any money which is then or otherwise thereafter be due Subcontractor, and (d) bar premises and take possession for use and consumption in completing the work of all the materials, supplies, tools, equipment, appliances and facilities of the Subcontractor thereon or thereat and complete the work, or have the same completed by others, or any combination of such methods. IN any event, Subcontractor shall not be entitled to receive any further payment hereunder, and Contractor shall have no liability to Subcontractor therefore, until final payment for the entire Project has been received by contractor from Owner, and Subcontractor shall only be entitled to, and Contractor shall only be liable for, the amount, if any, by which the unpaid portion of this Subcontract shall exceed the cost, expense and damage incurred by contractor (including attorneys fees) because of Subcontractor's default and delays in completing the work covered hereby and performing the other obligations of Subcontractor hereunder. If such damages and amounts expended or incurred by Contractor exceed the balance of the Subcontract price, Subcontractor or is sureties or both shall pay Contractor such excess promptly after Contractor's demand therefore, and upon their failure to do so, in addition to Contractor's rights on or under any bonds of the Subcontractor, contractor shall have the right, pursuant to the lien provided for herein, to sell all materials, tools, appliances, equipment and facilities of Subcontractor not previously used or consumed in the performance of said work and to apply the proceeds of such sale (s) to the obligation of Subcontractor and its sureties who nevertheless shall remain liable for any deficiency. Contractor shall not be required to exercise any such lien rights as a condition to receiving full payment from Subcontractor and its sureties.

In the event of the exercise of any default rights by Contractor as set for above, all costs incurred and all monies expended therefore, including (but not limited to) the cost of materials, labor, subcontractors, transportation, equipment, expense, rentals thereon, supplies, services, insurance, taxes,

appliances, tools, utilities, power, supervision, administration, job overhead, travel, legal and accounting fees and expenses, Contractor's general overhead as allocated to the work and other costs and expenses incurred or sustained by Contractor, plus te n percent (10%) of the actual cost of the work performed as set forth as well as the amount of all claims against Subcontractor paid by Contractor for which it deems itself liable or responsible to the Owner, shall be deducted from the Subcontract price an d sums otherwise due Subcontractor. Contractor shall be entitled to interest on the deficiency at the then prevailing 90 day treasure bill rate, plus four percent (4%).

ARTICLE 18
RESPONSIBILITY

Subcontractor assumes exclusive responsibility for protect ion of is personnel, materials, equipment facilities and work. If Contractor shall maintain first aid service at the site of said Project, Subcontractor shall bear its fair share of the cost thereof. Subcontractor shall provide sufficient, safe, and prop er facilities for inspection by contractor and the Engineer of the work and materials of the Subcontractor, whether in the field, at shops, or at any place where such materials may be in preparation, manufacture, storage or installation. Subcontractor agr ees to abide by all safety rules, practices and programs as established by Contractor, the Occupational Safety and Health Act of 1970, as amended, and all other applicable safety rules and regulations whether state, federal or local (collectively referred to as the "Act") and shall be exclusively liable for the safety of its employees and or any violations of the Act either on the work of Subcontractor or its portion of any jobsite or affecting the agents, employees, subcontractors or representatives of Sub contractor. Subcontractor acknowledges and agrees that its work area on the Project and all places where its materials, supplies, equipment and facilities are at any time or shall be used at any time are and shall be under it s exclusive control and Subco ntractor is and shall be solely responsible for the detection and abatement of any conditions th at are not in compliance with the Act, and Contractor is not and shall not be responsible therefore.

ARTICLE 19
COMPLIANCE

A. Subcontractor shall promptly and tim ely submit to Contractor all costs and pricing data and all audit data required by the Prime Contract or Contractor and shall also submit to Contractor, in such detail as Contractor shall require, certified cost and pricing data as requested by Contractor. Subcontractor shall expressly require compliance herewith by all its subcontractors and suppliers. Subcontractor shall comply with, and abide by all federal, state, county and municipal laws, ordinances, regulations and all orders and directives applica ble to the work, and the maintenance preservation and inspection of records and reports pertaining thereto. Subcontractor agrees to protect, defend, indemnify and hold harmless Contractor with respect to all such laws, orders and directions.

B. This Subcont ract and all disputes between the parties shall be governed by the laws of the state of Missouri and the jurisdiction and venue for any action between the parties shall be solely and exclusively in the Circuit Court of Boone County, Missouri.

ARTICLE 20
ATTORNEYS' FEES

Should Contractor employ an attorney to enforce any provision of this Subcontract or to collect damages for default or breach of the Subcontract or to recover on any bond, Subcontractor and its sureties agree to pay Contractor such attorneys' fees and costs of collection as Contractor may expend with respect thereto, and Subcontractor and its sureties waive all rights of exemption. All attorneys' fees and costs of collection shall be in addition to the penal amount of the bond (s).

ARTICLE 21
SAMPLES, SHOP DRAWINGS

A. Subcontractor shall promptly submit all samples, shop drawings, test data and other data as required by the Owner, Engineer, Contractor, the Prime Contract or other Contract Documents, but any handling, transmittal, approval or anything else done by contractor with respect to these shall not relieve Subcontractor from responsibility for errors in the samples, shop drawings or other data or delays in connection therewith and shall not relieve Subcontractor of its obligations to perform its work in accordance with the Subcontract and of its responsibilities for any deviations from the requirements of this Subcontract. Any of Subcontractor's work shown on the drawings and not mentioned in the specifications or described in any documents forming part of the Prime Contract other than the drawings, shall be performed by Subcontract as part of this Subcontract, and said drawings and specifications and other contract documents shall be construed as supplementing one another. The dimensions given on the plans and in the specifications are approximate only, and the Subcontractor shall take such measurements at the Project as will insure the proper matching and fitting of the work and shall do all cutting and patching necessary to make its work match that of other trades and shall make good its work after them.

B. Before and while proceeding with the work under this Subcontract, Subcontractor will accurately check everything previously or contemporaneously done by other trades in any way relating to Subcontractor's work and determine the correctness of same. Any failure on Subcontractor's part to report such discrepancies to Contractor in writing within five (5) days of detecting the same or when Subcontractor should have detected the same and prior to disturbing them will relieve Contractor of any and all claims by Subcontractor to be compensated for any costs, expense or damage resulting therefrom.

ARTICLE 22
GUARANTEES

Subcontractor shall perform Contractor's guarantee to Owner under the Prime Contract for all work under this Subcontract. Subcontractor unconditionally warrants and guarantees all labor, material and services employed and furnished by or to it in performing the work and agrees at Subcontractor's expense to promptly amend and make good upon demand, any and all defects to the entire approval and acceptance of Contractor, Owner and Engineer. Subcontractor shall replace and repair all other parts of the Project and the contents thereof which may have been damaged or removed as the result of

Subcontractor performing its obligations under this paragraph and to effect such replacement all at Subcontractor's own costs and expense and to the satisfaction of Contractor. Should the Subcontractor refuse or neglect to proceed to promptly correct rejected or defective materials or workmanship, contractor shall have the right and power to have the defects remedied or changes made at the expense of Subcontractor, and deduct such amounts from sums other wise due Subcontractor. Subcontractor agrees to pay Contractor on demand any and all loss and expenses paid or incurred by Contractor in remedying such defects or making such changes, plus Contractor's markup to cover supervision, insurance, further overhead and profit together with interest on said total sum at the then prevailing 90-day Treasury bill rate, plus four percent (4%). The obligations set forth in this paragraph are continuing and shall survive completing of the construction project, acceptance of work, and making final payment to Subcontractor. The Subcontractor shall furnish all guarantees, bonds, operating instructions and manuals as required by the specifications and Contractor.

ARTICLE 23
FACILITIES, CLEANUP

Subcontractor shall provide at its own expense whatever services, storage sheds, workshops and offices are necessary for the performance of this Subcontract. If the Subcontractor has occasion to utilize any of the equipment or facilities of Contractor, if available, it shall pay a fair proportion of the cost thereof. Subcontractor shall clean up and remove from the site as directed by Contractor all rubbish and debris resulting from its work. If Subcontractor refuses or fails to perform this cleaning as directed by Contractor, Contractor shall have the right and power to proceed with said cleaning, and Subcontractor shall on demand repay to Contractor the cost thereof, plus overhead and profit, or Contractor may deduct such sums from sums otherwise due Subcontractor.

ARTICLE 24
ASSIGNMENT

Subcontractor shall not assign or subcontract this Subcontract, or any part hereof, or any interest therein, or assign any monies due or to become due to the Subcontractor under this Subcontract without first obtaining the written consent of Contractor. No such assignment shall (a) be binding on Contractor unless and until accepted in writing by contractor or (b) relieve Subcontractor of any of its obligations, responsibilities or liabilities under the Subcontract.

ARTICLE 25
PRECONDITION

This subcontract shall become binding on Contractor only after Subcontractor has furnished Contractor with the required bonds, Certificates of Insurance and any other documents or items specified in the Subcontract, Prime Contract and other Contract Documents, and the Subcontractor has been approved by the Owner and any other party required to do so by the Prime Contract and other Contract Documents, and if any of them shall fail or refuse to approve the Subcontractor or if the Subcontractor shall fail to produce any item hereinabove specified to be provided, then and in that even this Subcontract shall be null, void and of no force or effect and Contractor shall own nothing to Subcontractor.

ARTICLE 26
NOTICE

Any notice required to be given, or desired to be given by Subcontractor to Contractor shall l valid only when received by Contractor at the address stated herein.

ARTICLE 27
CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:

A. SUBCONTRACTOR shall provide a ten hour Occupational Safety and Healtl Administration (OSHA) construction safety program for its employees working onsite on tl project. The program shall include a course in construction safety and health approved l OSHA or a similar program approved by the Missouri Departmentof Labor and Industria Relations which is at least as stringent as an approved OSHA program. All employe working on the project are required to complete the program within sixty (60) days beginning work on the construction project.

B. Any employee found on the worksite subject to this section without documentation of tl successful completion of the course required under subsection (a) shall be afforded 20 days produce such documentation befor being subject to removal from the project.

C. SUBCONTRACTOR shall require all its subcontractors to observe the construction safet program requirements of this section

D. Pursuant to Sec. 292.675 RSMo, SUBCONTRACTOR shall forfeit as a penalty to th STATE or CITY $2,500.00 plus $100.00 for each employee employed b SUBCONTRACTOR, for each calendar day, or portion thereof, such employee is employe without the required training. The penalty shall not begin to accrue until the time periods subsections (a)and (b) have elapsed. The STATE or CITY shall withhold and retain from th amount due SUBCONTRACTOR under this contract, all sums and amounts due and owin STATE or CITY as a result of any violation of this section.

ARTICLE 28
EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

E. By execution of this SUBCONTRACT, SUBCONTRACTOR affirmatively states that it i not knowingly in violation of Section 285.530.1 RSMo (prohibiting "knowing" employme of "unauthorized aliens"), and further, that it shall notviolate said section in the future.

F. As a condition for the award of this subcontract the subcontractor shall also sign an affida affirming that it does not knowingly employ any person who is an unauthorized alien connection with the contracted services. Attachment A.

IN WITNESS WHEREOF, the parties have executed this agreement in multiple copies on the day and year first above written.

Emery Sapp & Sons Inc

By: _____

Assistant Vice President, Dan Hall

ATTEST:

_____

Secretary, Keith Bennett

Road Runner Safety Services

By: _____

President,

ATTEST:

_____

Secretary,

Attachment A

WORKERS ELIGIBILTY VERIFICATION AFFIDAVIT AND OSHA 10 HOUR COURSE TRAINING VERIFICATION FOR ALL EMERY SAPP & SONS, INC. SUBCONTRACT/MATERIAL SUPPLIERS FOR PUBLIC WORK CONTRACT AGREEMENTS IN EXCESS OF $5,000.00

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

STATE OF _____)
) SS
COUNTY OF _____)

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

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any subcontract agreement with Emery Sapp & Sons, Inc. (ESS) to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am of , and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the public works project, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a (h)(3).

All employees, subcontractors or agents of _____ have completed an OSHA 10 hour course as required by rules sets forth the definition of terms for purposes of implementation of the Construction Safety Training Act, section 292.675, RSMo, HB 1549 & HB 390.

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

_____
Affiant Signature

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

_____
Notary Public

My commission expires:

State of Missouri Subcontract

AGREEMENT

Made on this date of **Friday, January 31, 2014**

BETWEEN the Contractor:

Emery Sapp & Sons Inc

5350 E. State Hwy AA
Springfield, MO 65803
Telephone #:(417) 833-9915
Fax #: (417) 833-9981

Hereinafter called **"Contractor"** and the Subcontractor:

Twin Traffic Marking Corp
626 N. 47th Street
Kansas City, KS 66102
Telephone #: 913-428-2575
Fax #: 913-428-2590

Hereinafter called **"Subcontractor".**

Whereas Contractor has a contract with the **City of Joplin**
hereinafter called **"Owner"** for the construction in accordance with the plans and specificatior thereof various items of work awarded to the Contractor for project known as

Owner's Job No: **Murphy Trail - Concrete Path**

Emery Job No: **58-B-13**

Which Contract is hereinafter referred to as the Prime Contract and which provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreeme nt Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein has been made available to the Subcontractor.

The Contractor and Subcontractor agree as set forth below:

ARTICLE 1
THE SUBCONTRACT DOCUMENTS

The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other documents enumerated therein, including, but not limited to, the Missouri Standard Specifications for Highway Construction, the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications,

addenda issued prior to execution of the Agreement between the Owner and Contractor and Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of the Agreement, and other Co ntract Documents, if any, listed in the Owner -Contractor Agreement; (3) any other documents listed in this Agreement; and (4) modifications to this Subcontract issued after execution of this Agreement. All of these documents hereby become a part of this Subcontract and are hereinafter referred to as the Contract Documents, and shall be made available to the Subcontractor upon his request prior to and at anytime subsequent to signing this Subcontract. The Contract Documents represents the entire and integ rated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

The Subcontractor agrees to furnish all material and equipment and perform all work in strict accordance with the Contract Documents.

ARTICLE 2
THE WORK

A. Subcontractor shall furnish all the labor, materials, supplies, equipment , facilities and everything else necessary to perform and shall perform all the work for the construction and completion of the following part(s) of the work of the Prime Contract set forth below:

	Description	Units		Unit Cost	Amount
10050.02	Thermo Plastic Crosswalk	700.00	LF	14.50	10,150.00
	Striping				
10050.03	Thermo Stop Bar	14.00	LF	14.50	203.00
10050.04	Therm Yield Bar	44.00	LF	75.00	3,300.00
10050.90	Performance Bond	1.00	LS	400.00	400.00
					$14,053.00

THIS PROJECT IS TAX EXEMPT.

THIS PROJECT IS PREVAILING WAGE & CERTIFIED PAYROLL IS REQUIRED.

B. Subcontractor shall also perform all work incidental thereto which is necessary or required in order that all such work covered by the Subcontract will be complete, in strict accordance and full compliance with the Contract Documents and as required by Contractor. Subcontractor represents that it has the machinery, equipment, personnel and experience to perform the work within the time allotted and sequence required by Contractor.

C. Subcontractor represents that it has examined the Prime Contract and desires to perform the subcontract work, as defined above, in accordance with the Prime Contract and as herein provided.

ARTICLE 3
SCHEDULE OF WORK

A. Subcontractor shall begin work as soon as instructed to do so by Contractor and shall carry the same forward promptly, efficiently, and at a speed as determined by Contractor and that will not damage, delay or interfere with Contractor or others. Subcontractor shall cooperate fully with all others working on the Project. Subcontractor agrees that Contractor may require Subcontractor to prosecute some parts of the work in preference to others as Contractor may specify from time to time and such shall not afford Subcontractor any basis for any claim for damages, delay, interference, extra work, or otherwise against Contractor or Owner.

B. Prior to commencement of work hereunder and thereafter as requested, Subcontractor shall submit promptly to Contractor, any and all data and information required under the Prime Contract or requested by Contractor relating to the sequence, order, data, and nature of work to be performed hereunder. Such submission shall be organized in such form or manner as Contractor shall require, whether in a so called "critical path" or "network analysis system" or otherwise and shall reflect completion of the work required hereunder. Subcontractor understands and agrees Contractor will rely on such data and Subcontractor will perform its work timely in accordance therewith. In the event Subcontractor does not carry out such work at such rates of progress as required, Contractor may require Subcontractor at no additional compensation therefore to increase the number of qualified supervisory personnel and workers and the amount of equipment employed in the performance of Subcontractor's work to such extent as Contractor may deem necessary or desirable, or Contractor may exercise any other right or remedy it may have.

ARTICLE 4
PAYMENT

A. Contractor agrees to pay Subcontractor for said work and everything required of Subcontractor in and by this Subcontract the sum of Dollars **$14,053.00**

subject to additions and deductions for changes as may be agreed upon in advance in and subject to the other terms of the Subcontract. It is agreed that (i) no payments are

to be made to Subcontractor unless its rate of progress, work done, and materials and services furnished are satisfactory to Owner and Contractor and (ii) payment shall be made only for actual work performed to the satisfaction of Owner and Contractor and only to the extent that payments for such work have actually been received by Contractor from Owner. It is a precedent of payment that payment shall only be due Subcontractor ten (10) days after Contractor receives payment from the Owner, less retainage at a p ercentage equal to that withheld from Contractor which Contractor may withhold from payments otherwise due Subcontractor. In the event any items performed by Subcontractor are to be paid for at unit prices, the quantities shown are estimates only and the amounts to be paid Subcontractor shall be determined by the actual quantities of work performed or material furnished or both, and as determined by Owner, or its authorized representatives and paid for by Owner.

B. The Subcontractor agrees that monies r eceived for the performance of this Subcontract shall be used first for payment of labor, material, equipment, supplies and services entering into or related to this work, and said monies shall not be diverted to satisfy obligations of the Subcontractor on other contracts until all obligations under or in connection with this Subcontract are satisfied in full. Contractor may withhold any payment until Subcontractor has furnished Contractor with evidence satisfactory to it that Subcontractor has paid in ful l for all labor, materials, equipment and supplies used in the work and has performed all other obligations incumbent on Subcontractor.

C. Subcontractor shall submit to Contractor applications for progress payments in a form and within time periods acceptab le to Contractor.

D. It is a condition precedent of payment that final payment hereunder shall only be made within ten (10) days after all of the following items have occurred: (i) completion of said Project; (ii) written acceptance thereof by the Owner and Engineer: (iii) the Owner has made full and final payment therefore to Contractor; and (iv) a full release, in a form acceptable to Contractor of all claims against Owner, Contractor and the Project has been received by Contractor.

E. Under no circumstances shall prior passage of title to Owner or Contractor, prior acknowledgement of good condition by the Owner, Engineer or Contractor, prior payment by the Owner or Contractor, acceptance of such release or acceptance, use or installation of any work performe d or articles delivered hereunder be deemed to (i) constitute acceptance or approval of work done or materials furnished hereunder, (ii) affect the responsibility of the Subcontractor to perform as required, (iii) affect the right of Contractor or Owner to reject any such work or articles determined upon inspection not to be in the condition required, or (iv) constitute acceptance of defective work or improper materials or act as a waiver of Contractor's rights and Subcontractor's obligations hereunder. W ithout limitation on the foregoing, any acceptance of the work and materials furnished by Subcontractor hereunder shall not relieve or discharge Subcontractor from any of its obligations and warranties hereunder.

F. If any payment from the Owner to Contractor is delayed due to Subcontractor's failure to settle all claims against it for work under this Subcontract, or Subcontractor's failure to perform fully and completely or comply with any condition or requirement incumbent on it hereunder or for any other reason attributable to Subcontractor, the Subcontractor will be assessed interest, at the then prevailing 90 day treasury bill rate, plus four percent (4%) on the total amount due Contractor from the Owner. Notwithstanding anything herein to the contrary, Contractor has the absolute right to withhold and set off from funds otherwise due Subcontractor on this Project any amounts due Contractor from Subcontract on any other Project, and if Contractor exercises such right of set off, the Subcontractor hereby waives any lien claims and bond rights on this Project as to such amounts so set off.

ARTICLE 5
RATE OF PROGRESS OF WORK

Time is of the essence, and all of the work of the Subcontractor shall be fully and properly completed within the time required by the Prime Contract or such shorter period of time as Contractor shall schedule or deem necessary so as to permit Contractor to complete and fulfill timely all of its obligations under the Prime Contract. Subcontractor shall at all times supply sufficient and adequate tools, equipment, properly qualified supervisory personnel and workers, and materials and supplies of proper quality to prosecute said work efficiently and promptly and in accordance with the schedule and sequence given it from time to time. Subcontractor accepts sole and exclusive responsibility for the work covered hereby, shall provide continuous supervision for such work during the progress thereof at the jobsite, and no advise, recommendations or assistance that the Owner or Contractor may give to Subcontractor shall operate to relieve Subcontractor from complete responsibility for such work

ARTICLE 6
CHANGES AND EXTRA WORK

A. Contractor may, at any time, without notice to Subcontractor's surety and without invalidating this Subcontract or any surety bond, make any changes or alterations in the work covered by this Subcontract or order extra or additional work which it may deem expedient. Subcontractor and its surety agree to increase the penal sum of any surety bond for work under this Subcontract in an amount equal to any increase in price hereunder. No alteration or change or extra or additional work shall be performed by Subcontractor except upon the written order of Contractor. If no additional time or money is requested by Subcontractor within five (5) calendar days following notice of any such proposed change or extra work or additional work, then no additional money or time shall be due Subcontractor.

With respect to such changes, or alterations, or additional or extra work, Contractor shall not be liable to the Subcontractor for a sum greater than Contractor obtains from the Owner for such changes, alterations or extra or additional work, less reasonable overhead and profit to Contractor, and also less any costs and expenses incurred by Contractor. Any payments to Subcontractor for such work shall be conditioned upon a prior recovery therefore by Contractor from Owner. In the event of a deduction as a result of such change in the work, the deduction taken by the Owner shall be controlling and binding upon the Subcontractor.

B. If there is a dispute as to such changes, deductions, alterations or extra or additional work, then Subcontractor shall proceed with such work as directed by Contractor. Contract unit prices are to be used where applicable.

C. If Subcontractor deems that wo rk conditions are unsatisfactory or unsuitable or differ from any representation hereof or from good construction practice, written notification of the condition shall be given to Contractor within five (5) days of when first detected and before Subcontrac tor proceeds with further work in connection therewith or takes any remedial action with respect to such condition. If Subcontractor fails to give such written notice and fails to receive a response allowing Subcontractor consideration in connection there with, no consideration or compensation will be given or allowed to Subcontractor with respect thereto.

ARTICLE 7
DELAYS

A. Contractor shall not be liable to the Subcontractor for delay to Subcontractor's work for any reason. If Subcontractor claims it has been delayed by Owner or others, the only obligati on Contractor has to Subcontractor is to pass on to Owner or such others any claim Subcontractor contends it has and to pay Subcontractor any amounts which Owner or such others pay to Contractor as a result of such clams for delays caused by Owner or others. No claim for an extension of time or damages shall be allowed to Subcontractor for any cause or under any circumstances unless the Subcontractor files a written claim with Contractor therefore within fo rty-eight (48) hours from the time of the beginning of the occurrence causing the delay.

B. Should Subcontractor be delayed in the performance of its work, Subcontractor shall be entitled to an extension of time for performing and completing the work covered by this Subcontract but only to the extent actually allowed to Contactor by Owner or its representatives under the terms of the Prime Contract. Subcontractor shall protect, indemnify, defend and save harmless Contractor from all loss, cost, damage, liabi lity and expense which Contractor may sustain or incur by reason of any delays caused or contributed to by Subcontractor, its agents, employees, suppliers or subcontractors. Payment of such amounts by Subcontractor for any such delays shall not relieve or release Subcontractor from any obligation hereunder, and shall not affect any other cause of action which Contractor otherwise would have against Subcontractor for the same or any other breach. Any damages to Contractor for any such delays may be deducte d from Contractor at its option from the agreed price for Subcontractor's work, as damages and not as a penalty, and without limited any rights of Contractor including the option of Contractor to declare the Subcontract in default.

ARTICLE 8
DECISIONS

The obligation of Subcontractor to perform all work and furnish all material covered by the Subcontract under the direction and to the satisfaction of Contractor and Owner is absolute and without

exception. The decision of Contractor as to the performance of such work and as to the true construction and meaning of the drawings and specifications shall be final. Subcontractor shall conform to, and abide by, any additional detail that illustrates the work to be done at no additional cost unless such cost is agreed to in writing in advance.

ARTICLE 9
RELATIONSHIP

Subcontractor agrees to be bound to Contractor by all terms of the Prime Contract applicable to this Subcontract and Subcontractor shall relieve Contractor of all responsibility toward the Owner under the Prime Contract for the performance of everything subcontracted to Subcontractor and Subcontractor shall fully assume and perform all such responsibilities of Contractor in connection there with. Subcontractor will perform this Subcontract so as not to violate any terms, covenants or conditions of the Prime Contract and other Contract Documents and where any provision of the Prime Contract and other Contract Documents between Owner and Contr act is inconsistent with any provision of this Subcontract, this Subcontract shall govern.

ARTICLE 10
INSURANCE

A. The Subcontractor shall maintain such insurance as will insure the performance by the Subcontractor of its obligations to protect, defend, ind emnify and hold harmless Contractor and Owner respectively, as provided herein, and will protect them from claims under Worker's Compensation Act and from claims for bodily injury including death and property damage which may arise from and during operatio ns under this Subcontract, whether such operations be by Subcontractor or by anyone directly or indirectly employed by it. The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability. The below limit s constitute the minimum acceptable insurance limits and should not be construed in any way to limit the Subcontractor's liability to the contractor. The Subcontractor will be required to carry the appropriate limits of insurance and meet all the requirements as spelled out in the Prime Contract or the limits shown below, whichever are greater.

1. General Liability (CGL)-Occurrence Form

a)	General Aggregate	$3,000,000
b)	Products-Completed Operations Aggregate	$1,000,000
c)	Personal Injury	$1,000,000
d)	Each Oc currence	$3,000,000
e)	Fire Damage	$ 50,000
f)	Medical Payments	$ 5,000

1) General Aggregate shall apply separately to each project.
2) Owner, Emery Sapp & Sons, Inc., and all other parties required by the Contractor, shall be included as insure d on the CGL, using ISO Additional Insured Endorsement CG 2010 11 85 or an endorsement providing equivalent coverage to

the additional insured's. It shall apply as Primary Insurance before an other insurance or selfinsurance, including any deductible, maintaine by, or provided to, the additional insureds.

3) Subcontractor shall maintain CGL coverage for itself and all addional insureds for the duration of the project and maintain Complete Operations coverage for itself and each insured for at least 3 years aft completion of the work.

2. Business Automobile Liability

a) Combined Single Limit $3,000,000

1) Business Auto Coverage must include coverage for liability arising ou of all owned, leased, hired, and non-owned automobiles.
2) Owner, Emery Sapp & Sons, Inc., and all other parties required of the Contractor, shall be included as additional insured on the auto policy

3. Workers' Compensation

a)	Each Accident	$1,000,000
b)	Disease-Policy (Limit)	$1,000,000
c)	Disease-Each Employee	$1,000,000

1) Where applicable, U.S. Longshore and Harborworkers Compensatic Act Endorsement shall be attached to the policy.
2) Where applicable, Maritime Coverage Endorsement shall be attached t the policy.

4. Commercial Umbrella Liability

a) Per Occurrence Limit $3,000,000

1) Umbrella coverage must include as additional insureds all entities th are additional insured's on the CGL.
2) Umbrella coverage for such additional insureds shall apply as Primar Insurance before any other insurance or selfinsurance, including any deductible, maintained by, or provided to, the additional insured othe than the CGL, Auto Liability, and employers Liability coverag maintained by the Subcontractor.
3) The limits specified in Section A-1,2,&3 may be satisfied with a combination of Primary and Umbrella/Excess Insurance.

B. CERTIFICATES OF INSURANCE

Prior to the commencement of the Work, Subcontractor shall provide for the Owner and Contractor to review and approval, certificates of insurance and policy endorsements reflecting full compliance with the requirements set forth in Paragraphs A1, A2, A3 and A4 of the Article. Such certificates and policy endorsements shall be kept current and in compliance throughout the period when Work is being performed and until its final acceptance by Owner (and for three (3) years thereafter for products and completed operations liability), and shall provide for thirty (30) days advance written notice to

1. Owner and Contractor in the event of cancellation or material change adversely affecting the interests of Owner and Contractor.

2. In jurisdictions requiring mandatory participation in a monopolistic state workers' compensation fund, the insurance certificate requirements for the coverage required under Paragraph A3 (Workers' Compensation) of this Article will be satisfied by a letter from the appropriate state agency confirming participation in accordance with statutory requirements.

B. SUB-SUBCONTRACTORS INSURANCE

If Subcontractor shall subcontract any of is work to a third party, Subcontractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Contractor. Subcontractor will cause all such policies of insurance to name Contractor and Owner as additional insureds and provide indemnification for Contractor and Owner against liability upon the risks insured thereby to the amount of the coverage specified herein for Subcontractor.

C. BUILDERS' RISK

Contractor may (but is not obligated to) carry Builders' Risk Insurance on the Project. Should Contractor carry this insurance, then Contractor at its sole option may include Subcontractor for the principle sums of this Subcontract in Contractor's Builders' Risk Policy, and if it does so include the Subcontractor, then Subcontractor will pay Contractor Subcontractors' fair share of the premium thereof as determined by Contractor. Contractor shall not be deemed to have elected or agreed to include Subcontractor in any such policy until and unless Subcontractor has been named on the policy and furnished an endorsement or certificate to that effect and Subcontractor has paid Contractor therefore. Subcontractor shall assume the responsibility to determine whether this insurance is in force.

D. WAIVER OF SUBROGRATION

Where allowed by law, Subcontractor waives all rights against the Owner, Emery Sapp & Sons, Inc., the architect, their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, business auto liability, commercial umbrella liability, or workers' compensation and employers liability insurance maintained per the requirements stated above.

E. SUBCONTRACTOR'S ACTS OR OMISSIONS

In addition to its obligations under this provision of the Subcontract regarding Insurance, Subcontractor agrees to pay and to protect, defend, save harmless and indemnify Contractor against any liability for damages sustained by another subcontractor, material man or other party supplying labor, materials, or services in the performance of the work covered by the

Prime Contract resulting from Subcontractor's acts or omissions (whether or not negligent), failure to perform, delays in performance, interference or default in the performance of the work to be done under this Subcontract. Subcontractor shall protect, defend, indemnify and save Contractor harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Subcontract, including their use by Owner and further agrees to pay all loss and expense incurred by Contractor by reason of any such claims or suites, including attorneys' fees.

ARTICLE 11
BONDS

If requested by Contractor, Subcontractor at least fifteen (15) days before commencing work on the Project shall furnish and pay for both a performance bond and a payment bond with Contractor as the oblige in a sum not less than the amount payable to Subcontractor under this Subcontract with surety thereon satisfactory to Contractor guaranteeing respectively the faithful performance of this Subcontract and each and all of its stipulations and agreements and the payment of all person furnishing labor, services, equipment or materials used or purchased for use in the work covered by this Subcontract. Should any contract modifications result in an increase in the amount of this Subcontract, Subcontractor and Surety shall increase the amounts of such bonds accordingly, and it will be the responsibility of the Subcontractor to include in its proposal the cost of additional bond premiums to cover the additional amount. Notwithstanding anything herein to the contrary, in addition to the other rights under the Subcontract, if the Subcontractor fails to furnish said bonds before commencing work hereunder, or to increase the amounts of such bonds as required, Contractor, then or at any time thereafter, may declare Subcontractor to be in default hereunder and to have breached this Subcontract. Subcontractor shall be liable to Contractor for any and all damages as a result of such default and breach and on the occurrence of such default or breach Subcontractor shall not be entitled to any payment for, or in respect of, any work done at the site of said Project or elsewhere, nor to reimbursement or compensation for orders placed or anything else done in preparation for, or performance of, the work described herein, and no payment made or forbearance granted by Contractor shall operate as a waiver of the rights herein granted to Contractor.

ARTICLE 12
INDEMNITY

Subcontractor agrees to protect, indemnify, defend, and hold harmless Contractor and Owner from and against (i) all claims, causes of action, liabilities, obligations, demands, costs and expenses arising out of injury to (including death of) any and all persons or damage to property alleged to have been caused by any act or omission of Subcontractor, its agents, employees or invitees, or growing out of, or incidental, directly or indirectly, to the performance of the Subcontract regardless of how such injury, death or damage be caused, and (ii) all damage judgments and expenses caused by any act or omission (whether or not negligent) of Subcontractor or anyone who performs work in the prosecution of the Subcontract. Subcontractor expressly assumes with respect to the work to be done hereunder all liability imposed on Contractor by the provisions of the Prime Contract and, upon request by Contractor, subcontractor shall defend any and all suits brought against Contractor or Owner on account of any such

liability or claims of liability and shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Contractor for all expenditures or expenses, including court costs and attorneys' fees incurred by Contractor by reason of any such accident, liability or claims of liability. If there are such injuries to person or damage to property unsettled upon completion of this Subcontract, final settlement of sums otherwise due between Contractor and Subcontractor may be deferred at the option of Contractor until such claims are adjusted or Subcontractor furnishes indemnity acceptable to Contractor. Subcontractor agrees that the damage provisions of, and any damages assessed in relation to, the Prime Contract, both actual and liquidated, shall be enforceable and collectible by Contractor against Subcontractor. In addition, Contractor can offset from sums otherwise due Subcontractor an amount equal to said damages including any damages sustained by Contractor as a result of the failure of Subcontractor to perform its work properly, timely or in accordance with its obligations and requirements herein.

ARTICLE 13
LABOR AND EMPLOYMENT MATTERS

A. Subcontractor shall comply with, observe and conform to the wage scales and labor policies of Contractor, specifically including the terms and provisions of any such agreements providing for hiring and union -security and for the making of such payments into or under health and welfare or other fringe benefit funds or plans, to the extent that the terms and provisions of such agreements can legally be applied to the work to be done hereunder. Neither Subcontractor not any of its subcontractors or suppliers shall employ any workers whose employment on the work covered by this Contract is objected to by Contractor or Owner or which violates any such labor agreements. Subcontractor agrees that if any portion of such work is further subcontracted, such further subcontractor shall be contractually obligated to be bound by, and observe the ter ms and provisions of, such collective bargaining agreements to the same extent as is herein required of Subcontractor, and that an express provision imposing such obligation upon the further subcontractor shall be included in any such further subcontract.

B. In the event of a strike or stoppage of work resulting from a dispute involving or affecting the labor employed by Subcontractor or its subcontractors, Contractor may at its option terminate or suspend the right of Subcontractor to proceed on this Subcontract or terminate this Subcontract and Contractor shall be obligated only to compensate Subcontractor in accordance with termination provision contained herein.

ARTICLE 14
TAXES

Taxes are included in the price to be paid Subcontractor under this Sub contract, and Subcontractor assumes and accepts exclusive liability for, and agrees to pay (i) all taxes and contributions required to be withheld from or in respect of wages and salaries, under any law now existing or hereafter imposed, including interest , and penalties, (ii) all taxes, contributions, including interest and penalties under any federal, state municipal, or other governmental or private old age benefit, welfare benefit, social security, pension, annuity, or unemployment compensation or insur ance law, plan or program now

existing or hereafter imposed, (iii) all taxes measured by receipts in connection with the work under this Subcontract and all sales, use, income, occupation, or excise taxes, including interest and penalties, hereunder and all permits, fees and licenses r elative to the work covered by this Subcontract. If Contractor pays any such taxes, contributions, interest or penalties, Subcontractor on demand shall reimburse Contractor, therefore or Contractor may deduct the same from sums otherwise due Subcontractor .

ARTICLE 15
LOSSES

Subcontractor agrees at is own expense to carefully protect, watch over, and care for all of its work, complete or otherwise, and all of its materials, supplies, tools, and equipment. Subcontractor agrees, at its own expense, to make good any loss or damage to any and all such work, materials, supplies, tools and equipment from any cause whatsoever up to the final acceptance of the entire Project by Owner.

In the event of a loss by fire or other casualty, Subcontractor shall, as soon as possible thereafter, proceed to replace, restore or repair the portions of its work so damaged, as directed by Contractor. If Subcontractor is included under Contractor's Builders' Risk Policy as to such loss, then Subcontractor shall forthwith submit to Contractor its estimate of the cost of work, in such form as may be required to submit a proper proof of claim to the insurance carrier and Subcontractor shall be conclusively bound by any settlement, arbitration, appraisal or legal action in the deter mination of their part of the total claim. Subcontractor shall be paid by Contractor the cost of replacing and restoring competed work damaged by fire or other casualty as shall be covered by insurance carried by Contractor for Subcontractor, based on the aforesaid subcontract price, to the extent of the amount of money actually received by Contractor which is attributable to Subcontractor's loss, less its proportionate share of Contractor's expense in connection with the recovery of such proceeds includin g professional experts and counsel fees and other costs and expenses.

ARTICLE 16
TERMINATION

In the event the Prime Contract is terminated, Contractor shall, at its sole option and discretion, reserve the right to terminate this Subcontract as of the dat e of the termination of the Prime Contract. In the even t the Subcontract is terminated, Subcontractor shall only be entitled to either: (i) whatever Owner has paid Contractor for the work performed by Subcontractor up to the time of termination, or (ii) th e actual, direct costs of all labor and material expended on the job prior to the effective date of the termination plus a sum equal to six perfect (6%) of all such labor and material to cover overhead and profit, whichever is less.

In no event on such te rmination shall Subcontractor be entitled (a) to receive a sum in excess of what the Owner pays to Contractor for such work of Subcontractor; (b) to anticipatory profit or damages for any termination; or (c) to assert a claim in quantum merit or any other measure of damages other than that stated herein.

ARTICLE 17
DEFAULT

If (i) Subcontractor shall fail to furnish materials of the quality or do work in the manner required by the Prime Contract, or, (ii) Subcontractor shall fail to provide supervisory personnel or workers in numbers and experience or equipment in kind and capacity suitable to the Owner, Architect, or Contractor, or (iii) Subcontractor shall fail to diligently prosecute the work required to be done under this Subcontract in any particular order or to keep pace with the progress schedule formulated from time to time by Contractor or shall abandon said work or any part thereof, or, (iv) a petition in bankruptcy or for an arrangement of creditors shall be filed by or against Subcontractor or Subcontractor shall become insolvent or make an assignment for the benefit of creditors or commit any act of bankruptcy, or (v) Subcontractor shall fail to promptly pay for all labor and material used in connection with this Subcontract, or fails to provide evidence of such payment, or (vi) the principal owner of Subcontractor shall die or otherwise become physically or mental disabled, or (vii) Subcontractor shall fail in any manner to perform the whole or any part of any term, provision, covenant or agreement contained or assumed herein, then and upon the occurrence of any such event (and Contractor's finding and judgment with respect thereto shall be final and bind the Subcontractor absolutely), CONTRACTOR SHALL HAVE THE RIGHT TO: (a) withhold any further payment hereunder from Subcontractor until all work to be performed by Subcontractor shall be wholly finished, and (b) provide or have others provide such materials, supplies, equipment and labor in addition to any supplied by Subcontractor as may be necessary to complete Subcontractor's work and pay for the same and deduct the amount thereof from any money which is then or would be thereafter otherwise be due Subcontractor, and (c) pay for all of the same and deduct the amount so paid from any money which is then or otherwise thereafter be due Subcontractor, and (d) bar premises and take possession for use and consumption in completing the work of all the materials, supplies, tools, equipment, appliances and facilities of the Subcontractor thereon or thereat and complete the work, or have the same completed by others, or any combination of such methods. IN any event, Subcontractor shall not be entitled to receive any further payment hereunder, and Contractor shall have no liability to Subcontractor therefore, until final payment for the entire Project has been received by contractor from Owner, and Subcontractor shall only be entitled to, and Contractor shall only be liable for, the amount, if any, by which the unpaid portion of this Subcontract shall exceed the cost, expense and damage incurred by contractor (including attorneys fees) because of Subcontractor's default and delays in completing the work covered hereby and performing the other obligations of Subcontractor hereunder. If such damages and amounts expended or incurred by Contractor exceed the balance of the Subcontract price, Subcontractor or is sureties or both shall pay Contractor such excess promptly after Contractor's demand therefore, and upon their failure to do so, in addition to Contractor's rights on or under any bonds of the Subcontractor, contractor shall have the right, pursuant to the lien provided for herein, to sell all materials, tools, appliances, equipment and facilities of Subcontractor not previously used or consumed in the performance of said work and to apply the proceeds of such sale (s) to the obligation of Subcontractor and its sureties who nevertheless shall remain liable for any deficiency. Contractor shall not be required to exercise any such lien rights as a condition to receiving full payment from Subcontractor and its sureties.

In the event of the exercise of any default rights by Contractor as set for above, all costs incurred and all monies expended therefore, including (but not limited to) the cost of materials, labor, subcontractors, transportation, equipment, expense, rentals thereon, supplies, services, insurance, taxes,

appliances, tools, utilities, power, supervision, administration, job overhead, travel, legal and accounting fees and expenses, Contractor's general overhead as allocated to the work and other costs and expenses incurred or sustained by Contractor, plus te n percent (10%) of the actual cost of the work performed as set forth as well as the amount of all claims against Subcontractor paid by Contractor for which it deems itself liable or responsible to the Owner, shall be deducted from the Subcontract price an d sums otherwise due Subcontractor. Contractor shall be entitled to interest on the deficiency at the then prevailing 90 day treasure bill rate, plus four percent (4%).

ARTICLE 18
RESPONSIBILITY

Subcontractor assumes exclusive responsibility for protect ion of is personnel, materials, equipment facilities and work. If Contractor shall maintain first aid service at the site of said Project, Subcontractor shall bear its fair share of the cost thereof. Subcontractor shall provide sufficient, safe, and prop er facilities for inspection by contractor and the Engineer of the work and materials of the Subcontractor, whether in the field, at shops, or at any place where such materials may be in preparation, manufacture, storage or installation. Subcontractor agr ees to abide by all safety rules, practices and programs as established by Contractor, the Occupational Safety and Health Act of 1970, as amended, and all other applicable safety rules and regulations whether state, federal or local (collectively referred to as the "Act") and shall be exclusively liable for the safety of its employees and or any violations of the Act either on the work of Subcontractor or its portion of any jobsite or affecting the agents, employees, subcontractors or representatives of Sub contractor. Subcontractor acknowledges and agrees that its work area on the Project and all places where its materials, supplies, equipment and facilities are at any time or shall be used at any time are and shall be under it s exclusive control and Subco ntractor is and shall be solely responsible for the detection and abatement of any conditions th at are not in compliance with the Act, and Contractor is not and shall not be responsible therefore.

ARTICLE 19
COMPLIANCE

A. Subcontractor shall promptly and tim ely submit to Contractor all costs and pricing data and all audit data required by the Prime Contract or Contractor and shall also submit to Contractor, in such detail as Contractor shall require, certified cost and pricing data as requested by Contractor. Subcontractor shall expressly require compliance herewith by all its subcontractors and suppliers. Subcontractor shall comply with, and abide by all federal, state, county and municipal laws, ordinances, regulations and all orders and directives applica ble to the work, and the maintenance preservation and inspection of records and reports pertaining thereto. Subcontractor agrees to protect, defend, indemnify and hold harmless Contractor with respect to all such laws, orders and directions.

B. This Subcont ract and all disputes between the parties shall be governed by the laws of the state of Missouri and the jurisdiction and venue for any action between the parties shall be solely and exclusively in the Circuit Court of Boone County, Missouri.

ARTICLE 20
ATTORNEYS' FEES

Should Contractor employ an attorney to enforce any provision of this Subcontract or to collect damages for default or breach of the Subcontract or to recover on any bond, Subcontractor and its sureties agree to pay Contractor such attorneys' fees and costs of collection as Contractor may expend with respect thereto, and Subcontractor and its sureties waive all rights of exemption. All attorneys' fees and costs of collection shall be in addition to the penal amount of the bond (s).

ARTICLE 21
SAMPLES, SHOP DRAWINGS

A. Subcontractor shall promptly submit all samples, shop drawings, test data and other data as required by the Owner, Engineer, Contractor, the Prime Contract or other Contract Documents, but any handling, transmittal, approval or anything else done by contractor with respect to these shall not relieve Subcontractor from responsibility for errors in the samples, shop drawings or other data or delays in connection therewith and shall not relieve Subcontractor of its obligations to perform its work in accordance with the Subcontract and of its responsibilities for any deviations from the requirements of this Subcontract. Any of Subcontractor's work shown on the drawings and not mentioned in the specifications or described in any documents forming part of the Prime Contract other than the drawings, shall be performed by Subcontract as part of this Subcontract, and said drawings and specifications and other contract documents shall be construed as supplementing one another. The dimensions given on the plans and in the specifications are approximate only, and the Subcontractor shall take such measurements at the Project as will insure the proper matching and fitting of the work and shall do all cutting and patching necessary to make its work match that of other trades and shall make good its work after them.

B. Before and while proceeding with the work under this Subcontract, Subcontractor will accurately check everything previously or contemporaneously done by other trades in any way relating to Subcontractor's work and determine the correctness of same. Any failure on Subcontractor's part to report such discrepancies to Contractor in writing within five (5) days of detecting the same or when Subcontractor should have detected the same and prior to disturbing them will relieve Contractor of any and all claims by Subcontractor to be compensated for any costs, expense or damage resulting therefrom.

ARTICLE 22
GUARANTEES

Subcontractor shall perform Contractor's guarantee to Owner under the Prime Contract for all work under this Subcontract. Subcontractor unconditionally warrants and guarantees all labor, material and services employed and furnished by or to it in performing the work and agrees at Subcontractor's expense to promptly amend and make good upon demand, any and all defects to the entire approval and acceptance of Contractor, Owner and Engineer. Subcontractor shall replace and repair all other parts of the Project and the contents thereof which may have been damaged or removed as the result of

Subcontractor performing its obligations under this paragraph and to effect such replacement all at Subcontractor's own costs and expense and to the satisfaction of Contractor. Should the Subcontractor refuse or neglect to proceed to promptly correct rejected or defective materials or workmanship, contractor shall have the right and power to have the defects remedied or changes made at the expense of Subcontractor, and deduct such amounts from sums other wise due Subcontractor. Subcontractor agrees to pay Contractor on demand any and all loss and expenses paid or incurred by Contractor in remedying such defects or making such changes, plus Contractor's markup to cover supervision, insurance, further overhead and profit together with interest on said total sum at the then prevailing 90-day Treasury bill rate, plus four percent (4%). The obligations set forth in this paragraph are continuing and shall survive completing of the construction project, acceptance of work, and making final payment to Subcontractor. The Subcontractor shall furnish all guarantees, bonds, operating instructions and manuals as required by the specifications and Contractor.

ARTICLE 23
FACILITIES, CLEANUP

Subcontractor shall provide at its own expense whatever services, storage sheds, workshops and offices are necessary for the performance of this Subcontract. If the Subcontractor has occasion to utilize any of the equipment or facilities of Contractor, if available, it shall pay a fair proportion of the cost thereof. Subcontractor shall clean up and remove from the site as directed by Contractor all rubbish and debris resulting from its work. If Subcontractor refuses or fails to perform this cleaning as directed by Contractor, Contractor shall have the right and power to proceed with said cleaning, and Subcontractor shall on demand repay to Contractor the cost thereof, plus overhead and profit, or Contractor may deduct such sums from sums otherwise due Subcontractor.

ARTICLE 24
ASSIGNMENT

Subcontractor shall not assign or subcontract this Subcontract, or any part hereof, or any interest therein, or assign any monies due or to become due to the Subcontractor under this Subcontract without first obtaining the written consent of Contractor. No such assignment shall (a) be binding on Contractor unless and until accepted in writing by contractor or (b) relieve Subcontractor of any of its obligations, responsibilities or liabilities under the Subcontract.

ARTICLE 25
PRECONDITION

This subcontract shall become binding on Contractor only after Subcontractor has furnished Contractor with the required bonds, Certificates of Insurance and any other documents or items specified in the Subcontract, Prime Contract and other Contract Documents, and the Subcontractor has been approved by the Owner and any other party required to do so by the Prime Contract and other Contract Documents, and if any of them shall fail or refuse to approve the Subcontractor or if the Subcontractor shall fail to produce any item hereinabove specified to be provided, then and in that even this Subcontract shall be null, void and of no force or effect and Contractor shall own nothing to Subcontractor.

ARTICLE 26
NOTICE

Any notice required to be given, or desired to be given by Subcontractor to Contractor shall b valid only when received by Contractor at the address stated herein.

ARTICLE 27
CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:

A. SUBCONTRACTOR shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on th project. The program shall include a course in construction safety and health approved b OSHA or a similar program approved by the Missouri Departmentof Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employee working on the project are required to complete the program within sixty (60) days o beginning work on the construction project.

B. Any employee found on the worksite subject to this section without documentation of th successful completion of the course required under subsection (a) shall be afforded 20 days produce such documentation before being subject to removal from the project.

C. SUBCONTRACTOR shall require all its subcontractors to observe the construction safety program requirements of this section

D. Pursuant to Sec. 292.675 RSMo, SUBCONTRACTOR shall forfeit as a penalty to the STATE or CITY $2,500.00 plus $100.00 for each employee employed by SUBCONTRACTOR, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods subsections (a)and (b) have elapsed. The STATE or CITY shall withhold and retain from the amount due SUBCONTRACTOR under this contract, all sums and amounts due and owing STATE or CITY as a result of any violation of this section.

ARTICLE 28
EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

E. By execution of this SUBCONTRACT, SUBCONTRACTOR affirmatively states that it is not knowingly in violation of Section 285.530.1 RSMo (prohibiting "knowing" employmer of "unauthorized aliens"), and further, that it shall noviolate said section in the future.

F. As a condition for the award of this subcontract the subcontractor shall also sign an affidav affirming that it does not knowingly employ any person who is an unauthorized alien i connection with the contracted services. Attachment A.

IN WITNESS WHEREOF, the parties have executed this agreement in multiple copies on the day and year first above written.

Emery Sapp & Sons Inc

By: _____

Assistant Vice President, Dan Hall

ATTEST:

_____

Secretary, Keith Bennett

Twin Traffic Marking Corp

By: _____

President,

ATTEST:

_____

Secretary,

Attachment A

WORKERS ELIGIBILTY VERIFICATION AFFIDAVIT AND OSHA 10 HOUR COURSE TRAINING VERIFICATION FOR ALL EMERY SAPP & SONS, INC. SUBCONTRACT/MATERIAL SUPPLIERS FOR PUBLIC WORK CONTRACT AGREEMENTS IN EXCESS OF $5,000.00
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF _____)
) SS
COUNTY OF _____)

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

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any subcontract agreement with Emery Sapp & Sons, Inc. (ESS) to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am of , and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the public works project, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a (h)(3).

All employees, subcontractors or agents of _____ have completed an OSHA 10 hour course as required by rules sets forth the definition of terms for purposes of implementation of the Construction Safety Training Act, section 292.675, RSMo, HB 1549 & HB 390.

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

_____
Affiant Signature

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

_____
Notary Public

My commission expires:

State of Missouri Subcontract

AGREEMENT

Made on this date of **Friday, January 31, 2014**

BETWEEN the Contractor:

Emery Sapp & Sons Inc

5350 E. State Hwy AA
Springfield, MO 65803
Telephone #:(417) 833-9915
Fax #: (417) 833-9981

Hereinafter called **"Contractor"** and the Subcontractor:

Anchor Fence
5775 S. Campbell
Springfield, MO 65810
Telephone #: (417)882-5270
Fax #: (417)882-2818

Hereinafter called **"Subcontractor".**

Whereas Contractor has a contract with the **City of Joplin**
hereinafter called **"Owner"** for the construction in accordance with the plans and specificatior thereof various items of work awarded to the Contractor for project known as

Owner's Job No: **Murphy Trail - Concrete Path**

Emery Job No: **58-B-13**

Which Contract is hereinafter referred to as the Prime Contract and which provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreeme nt Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein has been made available to the Subcontractor.

The Contractor and Subcontractor agree as set forth below:

ARTICLE 1
THE SUBCONTRACT DOCUMENTS

The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other documents enumerated therein, including, but not limited to, the Missouri Standard Specifications for Highway Construction, the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications,

addenda issued prior to execution of the Agreement between the Owner and Contractor and Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of the Agreement, and other Co ntract Documents, if any, listed in the Owner -Contractor Agreement; (3) any other documents listed in this Agreement; and (4) modifications to this Subcontract issued after execution of this Agreement. All of these documents hereby become a part of this Subcontract and are hereinafter referred to as the Contract Documents, and shall be made available to the Subcontractor upon his request prior to and at anytime subsequent to signing this Subcontract. The Contract Documents represents the entire and integ rated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

The Subcontractor agrees to furnish all material and equipment and perform all work in strict accordance with the Contract Documents.

ARTICLE 2
THE WORK

A. Subcontractor shall furnish all the labor, materials, supplies, equipment , facilities and everything else necessary to perform and shall perform all the work for the construction and completion of the following part(s) of the work of the Prime Contract set forth below:

	Description	Units	Unit Cost	Amount
10000.25	Pedestrian Railing	40.00 LF	55.00	2,200.00
				$2,200.00

THIS PROJECT IS TAX EXEMPT.

THIS PROJECT IS PREVAILING WAGE & CERTIFIED PAYROLL IS REQUIRED.

B. Subcontractor shall also perform all work incidental thereto which is necessary or required in order that all such work covered by the Subcontract will be complete, in strict accordance and full compliance with the Contract Documents and as required by Contractor. Subcontractor represents that it has the machinery, equipment, personnel and experience to perform the work within the time allotted and sequence required by Contractor.

C. Subcontractor represents that it has examined the Prime Contract and desires to perform the subcontract work, as defined above, in accordance with the Prime Contract and as herein provided.

ARTICLE 3
SCHEDULE OF WORK

A. Subcontractor shall begin work as soon as instructed to do so by Contractor and shall carry the same forward promptly, efficiently, and at a speed as determined by Contractor and that will not damage, delay or interfere with Contractor or others. Subcontractor shall cooperate fully with all others working on the Project. Subcontractor agrees that Contractor may require Subcontractor to prosecute some parts of the work in preference to others as Contractor may specify from time to time and such shall not afford Subcontractor any basis for any claim for damages, delay, interference, extra work, or otherwise against Contractor or Owner.

B. Prior to commencement of work hereunder and thereafter as requested, Subcontractor shall submit promptly to Contractor, any and all data and information required under the Prime Contract or requested by Contractor relating to the sequence, order, data, and nature of work to be performed hereunder. Such submission shall be organized in such form or manner as Contractor shall require, whether in a so called "critical path" or "network analysis system" or otherwise and shall reflect completion of the work required hereunder. Subcontractor understands and agrees Contractor will rely on such data and Subcontractor will perform its work timely in accordance therewith. In the event Subcontractor does not carry out such work at such rates of progress as required, Contractor may require Subcontractor at no additional compensation therefore to increase the number of qualified supervisory personnel and workers and the amount of equipment employed in the performance of Subcontractor's work to such extent as Contractor may deem necessary or desirable, or Contractor may exercise any other right or remedy it may have.

ARTICLE 4
PAYMENT

A. Contractor agrees to pay Subcontractor for said work and everything required of Subcontractor in and by this Subcontract the sum of Dollars **$2,200.00**

subject to additions and deductions for changes as may be agreed upon in advance in and subject to the other terms of the Subcontract. It is agreed that (i) no payments are

to be made to Subcontractor unless its rate of progress, work done, and materials and services furnished are satisfactory to Owner and Contractor and (ii) payment shall be made only for actual work performed to the satisfaction of Owner and Contractor and only to the extent that payments for such work have actually been received by Contractor from Owner. It is a precedent of payment that payment shall only be due Subcontractor ten (10) days after Contractor receives payment from the Owner, less retainage at a p ercentage equal to that withheld from Contractor which Contractor may withhold from payments otherwise due Subcontractor. In the event any items performed by Subcontractor are to be paid for at unit prices, the quantities shown are estimates only and the amounts to be paid Subcontractor shall be determined by the actual quantities of work performed or material furnished or both, and as determined by Owner, or its authorized representatives and paid for by Owner.

B. The Subcontractor agrees that monies r eceived for the performance of this Subcontract shall be used first for payment of labor, material, equipment, supplies and services entering into or related to this work, and said monies shall not be diverted to satisfy obligations of the Subcontractor on other contracts until all obligations under or in connection with this Subcontract are satisfied in full. Contractor may withhold any payment until Subcontractor has furnished Contractor with evidence satisfactory to it that Subcontractor has paid in ful l for all labor, materials, equipment and supplies used in the work and has performed all other obligations incumbent on Subcontractor.

C. Subcontractor shall submit to Contractor applications for progress payments in a form and within time periods acceptab le to Contractor.

D. It is a condition precedent of payment that final payment hereunder shall only be made within ten (10) days after all of the following items have occurred: (i) completion of said Project; (ii) written acceptance thereof by the Owner and Engineer: (iii) the Owner has made full and final payment therefore to Contractor; and (iv) a full release, in a form acceptable to Contractor of all claims against Owner, Contractor and the Project has been received by Contractor.

E. Under no circumstances shall prior passage of title to Owner or Contractor, prior acknowledgement of good condition by the Owner, Engineer or Contractor, prior payment by the Owner or Contractor, acceptance of such release or acceptance, use or installation of any work performe d or articles delivered hereunder be deemed to (i) constitute acceptance or approval of work done or materials furnished hereunder, (ii) affect the responsibility of the Subcontractor to perform as required, (iii) affect the right of Contractor or Owner to reject any such work or articles determined upon inspection not to be in the condition required, or (iv) constitute acceptance of defective work or improper materials or act as a waiver of Contractor's rights and Subcontractor's obligations hereunder. W ithout limitation on the foregoing, any acceptance of the work and materials furnished by Subcontractor hereunder shall not relieve or discharge Subcontractor from any of its obligations and warranties hereunder.

F. If any payment from the Owner to Contractor is delayed due to Subcontractor's failure to settle all claims against it for work under this Subcontract, or Subcontractor's failure to perform fully and completely or comply with any condition or requirement incumbent on it hereunder or for any other reason attributable to Subcontractor, the Subcontractor will be assessed interest, at the then prevailing 90 day treasury bill rate, plus four percent (4%) on the total amount due Contractor from the Owner. Notwithstanding anything herein to the contrary, Contractor has the absolute right to withhold and set off from funds otherwise due Subcontractor on this Project any amounts due Contractor from Subcontract on any other Project, and if Contractor exercises such right of set off, the Subcontractor hereby waives any lien claims and bond rights on this Project as to such amounts so set off.

ARTICLE 5
RATE OF PROGRESS OF WORK

Time is of the essence, and all of the work of the Subcontractor shall be fully and properly completed within the time required by the Prime Contract or such shorter period of time as Contractor shall schedule or deem necessary so as to permit Contractor to complete and fulfill timely all of its obligations under the Prime Contract. Subcontractor shall at all times supply sufficient and adequate tools, equipment, properly qualified supervisory personnel and workers and materials and supplies of proper quality to prosecute said work efficiently and promptly and in accordance with the schedule and sequence given it from time to time. Subcontractor accepts sole and exclusive responsibility for the work covered hereby, shall provide continuous supervision for such work during the progress thereof at the jobsite, and no advise, recommendations or assistance that the Owner or Contractor may give to Subcontractor shall operate to relieve Subcontractor from complete responsibility for such work

ARTICLE 6
CHANGES AND EXTRA WORK

A. Contractor may, at any time, without notice to Subcontractor's surety and without invalidating this Subcontract or any surety bond, make any changes or alterations in the work covered by this Subcontract or order extra or additional work which it may deem expedient. Subcontractor and its surety agree to increase the penal sum of any surety bond for work under this Subcontract in an amount equal to any increase in price hereunder. No alteration or change or extra or additional work shall be performed by Subcontractor except upon the written order of Contractor. If no additional time or money is requested by Subcontractor within five (5) calendar days following notice of any such proposed change or extra work or additional work, then no additional money or time shall be due Subcontractor.

With respect to such changes, or alterations, or additional or extra work, Contractor shall not be liable to the Subcontractor for a sum greater than Contractor obtains from the Owner for such changes, alterations or extra or additional work, less reasonable overhead and profit to Contractor and also less any costs and expenses incurred by Contractor. Any payments to Subcontractor for such work shall be conditioned upon a prior recovery therefore by Contractor from Owner. In the event of a deduction as a result of such change in the work, the deduction taken by the Owner shall be controlling and binding upon the Subcontractor.

B. If there is a dispute as to such changes, deductions, alterations or extra or additional work, then Subcontractor shall proceed with such work as directed by Contractor. Contract unit prices are to be used where applicable.

C. If Subcontractor deems that wo rk conditions are unsatisfactory or unsuitable or differ from any representation hereof or from good construction practice, written notification of the condition shall be given to Contractor within five (5) days of when first detected and before Subcontrac tor proceeds with further work in connection therewith or takes any remedial action with respect to such condition. If Subcontractor fails to give such written notice and fails to receive a response allowing Subcontractor consideration in connection there with, no consideration or compensation will be given or allowed to Subcontractor with respect thereto.

ARTICLE 7
DELAYS

A. Contractor shall not be liable to the Subcontractor for delay to Subcontractor's work for any reason. If Subcontractor claims it has been delayed by Owner or others, the only obligati on Contractor has to Subcontractor is to pass on to Owner or such others any claim Subcontractor contends it has and to pay Subcontractor any amounts which Owner or such others pay to Contractor as a result of such clams for delays caused by Owner or others. No claim for an extension of time or damages shall be allowed to Subcontractor for any cause or under any circumstances unless the Subcontractor files a written claim with Contractor therefore within fo rty-eight (48) hours from the time of the beginning of the occurrence causing the delay.

B. Should Subcontractor be delayed in the performance of its work, Subcontractor shall be entitled to an extension of time for performing and completing the work covered by this Subcontract but only to the extent actually allowed to Contactor by Owner or its representatives under the terms of the Prime Contract. Subcontractor shall protect, indemnify, defend and save harmless Contractor from all loss, cost, damage, liabi lity and expense which Contractor may sustain or incur by reason of any delays caused or contributed to by Subcontractor, its agents, employees, suppliers or subcontractors. Payment of such amounts by Subcontractor for any such delays shall not relieve or release Subcontractor from any obligation hereunder, and shall not affect any other cause of action which Contractor otherwise would have against Subcontractor for the same or any other breach. Any damages to Contractor for any such delays may be deducte d from Contractor at its option from the agreed price for Subcontractor's work, as damages and not as a penalty, and without limited any rights of Contractor including the option of Contractor to declare the Subcontract in default.

ARTICLE 8
DECISIONS

The obligation of Subcontractor to perform all work and furnish all material covered by the Subcontract under the direction and to the satisfaction of Contractor and Owner is absolute and without

exception. The decision of Contractor as to the performance of such work and as to the true construction and meaning of the drawings and specifications shall be final. Subcontractor shall conform to, and abide by, any additional detail that illustrates the work to be done at no additional cost unless such cost is agreed to in writing in advance.

ARTICLE 9
RELATIONSHIP

Subcontractor agrees to be bound to Contractor by all terms of the Prime Contract applicable to this Subcontract and Subcontractor shall relieve Contractor of all responsibility toward the Owner under the Prime Contract for the performance of everything subcontracted to Subcontractor and Subcontractor shall fully assume and perform all such responsibilities of Contractor in connection there with. Subcontractor will perform this Subcontract so as not to violate any terms, covenants or conditions of the Prime Contract and other Contract Documents and where any provision of the Prime Contract and other Contract Documents between Owner and Contr act is inconsistent with any provision of this Subcontract, this Subcontract shall govern.

ARTICLE 10
INSURANCE

A. The Subcontractor shall maintain such insurance as will insure the performance by the Subcontractor of its obligations to protect, defend, ind emnify and hold harmless Contractor and Owner respectively, as provided herein, and will protect them from claims under Worker's Compensation Act and from claims for bodily injury including death and property damage which may arise from and during operatio ns under this Subcontract, whether such operations be by Subcontractor or by anyone directly or indirectly employed by it. The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability. The below limit s constitute the minimum acceptable insurance limits and should not be construed in any way to limit the Subcontractor's liability to the contractor. The Subcontractor will be required to carry the appropriate limits of insurance and meet all the requirements as spelled out in the Prime Contract or the limits shown below, whichever are greater.

1. **General Liability (CGL)-Occurrence Form**

a)	General Aggregate	$3,000,000
b)	Products-Completed Operations Aggregate	$1,000,000
c)	Personal Injury	$1,000,000
d)	Each Oc currence	$3,000,000
e)	Fire Damage	$ 50,000
f)	Medical Payments	$ 5,000

   1) General Aggregate shall apply separately to each project.
   2) Owner, Emery Sapp & Sons, Inc., and all other parties required by the Contractor, shall be included as insure d on the CGL, using ISO Additional Insured Endorsement CG 2010 11 85 or an endorsement providing equivalent coverage to

the additional insured's. It shall apply as Primary Insurance before an other insurance or self-insurance, including any deductible, maintaine by, or provided to, the additional insureds.

3) Subcontractor shall maintain CGL coverage for itself and all addional insureds for the duration of the project and maintain Complete Operations coverage for itself and each insured for at least 3 years aft completion of the work.

2. Business Automobile Liability

a) Combined Single Limit $3,000,000

1) Business Auto Coverage must include coverage for liability arising ou of all owned, leased, hired, and non-owned automobiles.
2) Owner, Emery Sapp & Sons, Inc., and all other parties required of the Contractor, shall be included as additional insured on the auto policy

3. Workers' Compensation

a) Each Accident $1,000,000
b) Disease-Policy (Limit) $1,000,000
c) Disease-Each Employee $1,000,000

1) Where applicable, U.S. Longshore and Harborworkers Compensatic Act Endorsement shall be attached to the policy.
2) Where applicable, Maritime Coverage Endorsement shall be attached t the policy.

4. Commercial Umbrella Liability

a) Per Occurrence Limit $3,000,000

1) Umbrella coverage must include as additional insureds all entities th are additional insured's on the CGL.
2) Umbrella coverage for such additional insureds shall apply as Primar Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured othe than the CGL, Auto Liability, and employers Liability coverag maintained by the Subcontractor.
3) The limits specified in Section A-1,2,&3 may be satisfied with a combination of Primary and Umbrella/Excess Insurance.

B. CERTIFICATES OF INSURANCE

Prior to the commencement of the Work, Subcontractor shall provide for the Owner and Contractor to review and approval, certificates of insurance and policy endorsements reflecting full compliance with the requirements set forth in Paragraphs A1, A2, A3 and A4 of the Article. Such certificates and policy endorsements shall be kept current and in compliance throughout the period when Work is being performed and until its final acceptance by Owner (and for three (3) years thereafter for products and completed operations liability), and shall provide for thirty (30) days advance written notice to

1. Owner and Contractor in the event of cancellation or material change adversely affecting the interests of Owner and Contractor.

2. In jurisdictions requiring mandatory participation in a monopolistic state workers' compensation fund, the insurance certificate requirements for the coverage required under Paragraph A3 (Workers' Compensation) of this Article will be satisfied by a letter from the appropriate state agency confirming participation in accordance with statutory requirements.

B. SUB-SUBCONTRACTORS INSURANCE

If Subcontractor shall subcontract any of is work to a third party, Subcontractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Contractor. Subcontractor will cause all such policies of insurance to name Contractor and Owner as additional insureds and provide indemnification for Contractor and Owner against liability upon the risks insured thereby to the amount of the coverage specified herein for Subcontractor.

C. BUILDERS' RISK

Contractor may (but is not obligated to) carry Builders' Risk Insurance on the Project. Should Contractor carry this insurance, then Contractor at its sole option may include Subcontractor for the principle sums of this Subcontract in Contractor's Builders' Risk Policy, and if it does so include the Subcontractor, then Subcontractor will pay Contractor Subcontractors' fair share of the premium thereof as determined by Contractor. Contractor shall not be deemed to have elected or agreed to include Subcontractor in any such policy until and unless Subcontractor has been named on the policy and furnished an endorsement or certificate to that effect and Subcontractor has paid Contractor therefore. Subcontractor shall assume the responsibility to determine whether this insurance is in force.

D. WAIVER OF SUBROGRATION

Where allowed by law, Subcontractor waives all rights against the Owner, Emery Sapp & Sons, Inc., the architect, their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, business auto liability, commercial umbrella liability, or workers' compensation and employers liability insurance maintained per the requirements stated above.

E. SUBCONTRACTOR'S ACTS OR OMISSIONS

In addition to its obligations under this provision of the Subcontract regarding Insurance, Subcontractor agrees to pay and to protect, defend, save harmless and indemnify Contractor against any liability for damages sustained by another subcontractor, material man or other party supplying labor, materials, or services in the performance of the work covered by the

Prime Contract resulting from Subcontractor's acts or omissions (whether or not negligent), failure to perform, delays in performance, interference or default in the performance of the work to be done under this Subcontract. Subcontractor shall protect, defend, indemnify and save Contractor harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Subcontract, including their use by Owner and further agrees to pay all loss and expense incurred by Contractor by reason of any such claims or suites, including attorneys' fees.

ARTICLE 11
BONDS

If requested by Contractor, Subcontractor at least fifteen (15) days before commencing work on the Project shall furnish and pay for both a performance bond and a payment bond with Contractor as the oblige in a sum not less than the amount payable to Subcontractor under this Subcontract with surety thereon satisfactory to Contractor guaranteeing respectively the faithful performance of this Subcontract and each and all of its stipulations and agreements and the payment of all person furnishing labor, services, equipment or materials used or purchased for use in the work covered by this Subcontract. Should any contract modifications result in an increase in the amount of this Subcontract, Subcontractor and Surety shall increase the amounts of such bonds accordingly, and it will be the responsibility of the Subcontractor to include in its proposal the cost of additional bond premiums to cover the additional amount. Notwithstanding anything herein to the contrary, in addition to the other rights under the Subcontract, if the Subcontractor fails to furnish said bonds before commencing work hereunder, or to increase the amounts of such bonds as required, Contractor, then or at any time thereafter, may declare Subcontractor to be in default hereunder and to have breached this Subcontract. Subcontractor shall be liable to Contractor for any and all damages as a result of such default and breach and on the occurrence of such default or breach Subcontractor shall not be entitled to any payment for, or in respect of, any work done at the site of said Project or elsewhere, nor to reimbursement or compensation for orders placed or anything else done in preparation for, or performance of, the work described herein, and no payment made or forbearance granted by Contractor shall operate as a waiver of the rights herein granted to Contractor.

ARTICLE 12
INDEMNITY

Subcontractor agrees to protect, indemnify, defend, and hold harmless Contractor and Owner from and against (i) all claims, causes of action, liabilities, obligations, demands, costs and expenses arising out of injury to (including death of) any and all persons or damage to property alleged to have been caused by any act or omission of Subcontractor, its agents, employees or invitees, or growing out of, or incidental, directly or indirectly, to the performance of the Subcontract regardless of how such injury, death or damage be caused, and (ii) all damage judgments and expenses caused by any act or omission (whether or not negligent) of Subcontractor or anyone who performs work in the prosecution of the Subcontract. Subcontractor expressly assumes with respect to the work to be done hereunder all liability imposed on Contractor by the provisions of the Prime Contract and, upon request by Contractor, subcontractor shall defend any and all suits brought against Contractor or Owner on account of any such

liability or claims of liability and shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Contractor for all expenditures or expenses, including court costs and attorneys' fees incurred by Contractor by reason of any such accident, liability or claims of liability. If there are such injuries to person or damage to property unsettled upon completion of this Subcontract, final settlement of sums otherwise due between Contractor and Subcontractor may be deferred at the option of Contractor until such claims are adjusted or Subcontractor furnishes indemnity acceptable to Contractor. Subcontractor agrees that the damage provisions of, and any damages assessed in relation to, the Prime Contract, both actua l and liquidated, shall be enforceable and collectible by Contractor against Subcontractor. In addition, Contractor can offset from sums otherwise due Subcontractor an amount equal to said damages including any damages sustained by Contractor as a result of the failure of Subcontractor to perform its work properly, timely or in accordance with its obligations and requirements herein.

ARTICLE 13
LABOR AND EMPLOYMENT MATTERS

A. Subcontractor shall comply with, observe and conform to the wage scales and labor policies of Contractor, specifically including the terms and provisions of any such agreements providing for hiring and union -security and for the making of such payments into or under health and welfare or other fringe benefit funds or plans, to the extent that the terms and provisions of such agreements can legally be applied to the work to be done hereunder. Neither Subcontractor not any of its subcontractors or suppliers shall employ any workers whose employment on the work covered by this Contract is objected to by Contractor or Owner or which violates any such labor agreements. Subcontractor agrees that if any portion of such work is further subcontracted, such further subcontractor shall be contractually obligated to be bound by, and observe the ter ms and provisions of, such collective bargaining agreements to the same extent as is herein required of Subcontractor, and that an express provision imposing such obligation upon the further subcontractor shall be included in any such further subcontract.

B. In the event of a strike or stoppage of work resulting from a dispute involving or affecting the labor employed by Subcontractor or its subcontractors, Contractor may at its option terminate or suspend the right of Subcontractor to proceed on this Subcontract or terminate this Subcontract and Contractor shall be obligated only to compensate Subcontractor in accordance with termination provision contained herein.

ARTICLE 14
TAXES

Taxes are included in the price to be paid Subcontractor under this Sub contract, and Subcontractor assumes and accepts exclusive liability for, and agrees to pay (i) all taxes and contributions required to be withheld from or in respect of wages and salaries, under any law now existing or hereafter imposed, including interest , and penalties, (ii) all taxes, contributions, including interest and penalties under any federal, state municipal, or other governmental or private old age benefit, welfare benefit, social security, pension, annuity, or unemployment compensation or insur ance law, plan or program now

existing or hereafter imposed, (iii) all taxes measured by receipts in connection with the work under this Subcontract and all sales, use, income, occupation, or excise taxes, including interest and penalties, hereunder and all permits, fees and licenses r elative to the work covered by this Subcontract. If Contractor pays any such taxes, contributions, interest or penalties, Subcontractor on demand shall reimburse Contractor, therefore or Contractor may deduct the same from sums otherwise due Subcontractor .

ARTICLE 15
LOSSES

Subcontractor agrees at is own expense to carefully protect, watch over, and care for all of its work, complete or otherwise, and all of its materials, supplies, tools, and equipment. Subcontractor agrees, at its own expense, to make good any loss or damage to any and all such work, materials, supplies, tools and equipment from any cause whatsoever up to the final acceptance of the entire Project by Owner.

In the event of a loss by fire or other casualty, Subcontractor shall, as soon as possible thereafter, proceed to replace, restore or repair the portions of its work so damaged, as directed by Contractor. If Subcontractor is included under Contractor's Builders' Risk Policy as to such loss, then Subcontractor shall forthwith submit to Contractor its estimate of the cost of work, in such form as may be required to submit a proper proof of claim to the insurance carrier and Subcontractor shall be conclusively bound by any settlement, arbitration, appraisal or legal action in the deter mination of their part of the total claim. Subcontractor shall be paid by Contractor the cost of replacing and restoring competed work damaged by fire or other casualty as shall be covered by insurance carried by Contractor for Subcontractor, based on the aforesaid subcontract price, to the extent of the amount of money actually received by Contractor which is attributable to Subcontractor's loss, less its proportionate share of Contractor's expense in connection with the recovery of such proceeds includin g professional experts and counsel fees and other costs and expenses.

ARTICLE 16
TERMINATION

In the event the Prime Contract is terminated, Contractor shall, at its sole option and discretion, reserve the right to terminate this Subcontract as of the dat e of the termination of the Prime Contract. In the even t the Subcontract is terminated, Subcontractor shall only be entitled to either: (i) whatever Owner has paid Contractor for the work performed by Subcontractor up to the time of termination, or (ii) th e actual, direct costs of all labor and material expended on the job prior to the effective date of the termination plus a sum equal to six perfect (6%) of all such labor and material to cover overhead and profit, whichever is less.

In no event on such te rmination shall Subcontractor be entitled (a) to receive a sum in excess of what the Owner pays to Contractor for such work of Subcontractor; (b) to anticipatory profit or damages for any termination; or (c) to assert a claim in quantum merit or any other measure of damages other than that stated herein.

ARTICLE 17
DEFAULT

If (i) Subcontractor shall fail to furnish materials of the quality or do work in the manner required by the Prime Contract, or, (ii) Subcontractor shall fail to provide supervisory personnel or workers in numbers and experience or equipment in kind and capacity suitable to the Owner, Architect, or Contractor, or (iii) Subcontractor shall fail to diligently prosecute the work required to be done under this Subcontract in any particular order or to keep pace with the progress schedule formulated from time to time by Contractor or shall abandon said work or any part thereof, or, (iv) a petition in bankruptcy or for an arrangement of creditors shall be filed by or against Subcontractor or Subcontractor shall become insolvent or make an assignment for the benefit of creditors or commit any act of bankruptcy, or (v) Subcontractor shall fail to promptly pay for all labor and material used in connection with this Subcontract, or fails to provide evidence of such payment, or (vi) the principal owner of Subcontractor shall die or otherwise become physically or mental disabled, or (vii) Subcontractor shall fail in any manner to perform the whole or any part of any term, provision, covenant or agreement contained or assumed herein, then and upon the occurrence of any such event (and Contractor's finding and judgment with respect thereto shall be final and bind the Subcontractor absolutely), CONTRACTOR SHALL HAVE THE RIGHT TO: (a) withhold any further payment hereunder from Subcontractor until all work to be performed by Subcontractor shall be wholly finished, and (b) provide or have others provide such materials, supplies, equipment and labor in addition to any supplied by Subcontractor as may be necessary to complete Subcontractor's work and pay for the same and deduct the amount thereof from any money which is then or would be thereafter otherwise be due Subcontractor, and (c) pay for all of the same and deduct the amount so paid from any money which is then or otherwise thereafter be due Subcontractor, and (d) bar premises and take possession for use and consumption in completing the work of all the materials, supplies, tools, equipment, appliances and facilities of the Subcontractor thereon or thereat and complete the work, or have the same completed by others, or any combination of such methods. IN any event, Subcontractor shall not be entitled to receive any further payment hereunder, and Contractor shall have no liability to Subcontractor therefore, until final payment for the entire Project has been received by contractor from Owner, and Subcontractor shall only be entitled to, and Contractor shall only be liable for, the amount, if any, by which the unpaid portion of this Subcontract shall exceed the cost, expense and damage incurred by contractor (including attorneys fees) because of Subcontractor's default and delays in completing the work covered hereby and performing the other obligations of Subcontractor hereunder. If such damages and amounts expended or incurred by Contractor exceed the balance of the Subcontract price, Subcontractor or is sureties or both shall pay Contractor such excess promptly after Contractor's demand therefore, and upon their failure to do so, in addition to Contractor's rights on or under any bonds of the Subcontractor, contractor shall have the right, pursuant to the lien provided for herein, to sell all materials, tools, appliances, equipment and facilities of Subcontractor not previously used or consumed in the performance of said work and to apply the proceeds of such sale (s) to the obligation of Subcontractor and its sureties who nevertheless shall remain liable for any deficiency. Contractor shall not be required to exercise any such lien rights as a condition to receiving full payment from Subcontractor and its sureties.

In the event of the exercise of any default rights by Contractor as set for above, all costs incurred and all monies expended therefore, including (but not limited to) the cost of materials, labor, subcontractors, transportation, equipment, expense, rentals thereon, supplies, services, insurance, taxes,

appliances, tools, utilities, power, supervision, administration, job overhead, travel, legal and accounting fees and expenses, Contractor's general overhead as allocated to the work and other costs and expenses incurred or sustained by Contractor, plus te n percent (10%) of the actual cost of the work performed as set forth as well as the amount of all claims against Subcontractor paid by Contractor for which it deems itself liable or responsible to the Owner, shall be deducted from the Subcontract price an d sums otherwise due Subcontractor. Contractor shall be entitled to interest on the deficiency at the then prevailing 90 day treasure bill rate, plus four percent (4%).

ARTICLE 18
RESPONSIBILITY

Subcontractor assumes exclusive responsibility for protect ion of is personnel, materials, equipment facilities and work. If Contractor shall maintain first aid service at the site of said Project, Subcontractor shall bear its fair share of the cost thereof. Subcontractor shall provide sufficient, safe, and prop er facilities for inspection by contractor and the Engineer of the work and materials of the Subcontractor, whether in the field, at shops, or at any place where such materials may be in preparation, manufacture, storage or installation. Subcontractor agr ees to abide by all safety rules, practices and programs as established by Contractor, the Occupational Safety and Health Act of 1970, as amended, and all other applicable safety rules and regulations whether state, federal or local (collectively referred to as the "Act") and shall be exclusively liable for the safety of its employees and or any violations of the Act either on the work of Subcontractor or its portion of any jobsite or affecting the agents, employees, subcontractors or representatives of Sub contractor. Subcontractor acknowledges and agrees that its work area on the Project and all places where its materials, supplies, equipment and facilities are at any time or shall be used at any time are and shall be under it s exclusive control and Subco ntractor is and shall be solely responsible for the detection and abatement of any conditions th at are not in compliance with the Act, and Contractor is not and shall not be responsible therefore.

ARTICLE 19
COMPLIANCE

A. Subcontractor shall promptly and tim ely submit to Contractor all costs and pricing data and all audit data required by the Prime Contract or Contractor and shall also submit to Contractor, in such detail as Contractor shall require, certified cost and pricing data as requested by Contractor. Subcontractor shall expressly require compliance herewith by all its subcontractors and suppliers. Subcontractor shall comply with, and abide by all federal, state, county and municipal laws, ordinances, regulations and all orders and directives applica ble to the work, and the maintenance preservation and inspection of records and reports pertaining thereto. Subcontractor agrees to protect, defend, indemnify and hold harmless Contractor with respect to all such laws, orders and directions.

B. This Subcont ract and all disputes between the parties shall be governed by the laws of the state of Missouri and the jurisdiction and venue for any action between the parties shall be solely and exclusively in the Circuit Court of Boone County, Missouri.

ARTICLE 20
ATTORNEYS' FEES

Should Contractor employ an attorney to enforce any provision of this Subcontract or to collect damages for default or breach of the Subcontract or to recover on any bond, Subcontractor and its sureties agree to pay Contractor such attorneys' fees and costs of collection as Contractor may expend with respect thereto, and Subcontractor and its sureties waive all rights of exemption. All attorneys' fees and costs of collection shall be in addition to the penal amount of the bond (s).

ARTICLE 21
SAMPLES, SHOP DRAWINGS

A. Subcontractor shall promptly submit all samples, shop drawings, test data and other data as required by the Owner, Engineer, Contractor, the Prime Contract or other Contract Documents, but any handling, transmittal, approval or anything else done by contractor with respect to these shall not relieve Subcontractor from responsibility for errors in the samples, shop drawings or other data or delays in connection therewith and shall not relieve Subcontractor of its obligations to perform its work in accordance with the Subcontract and of its responsibilities for any deviations from the requirements of this Subcontract. Any of Subcontractor's work shown on the drawings and not mentioned in the specifications or described in any documents forming part of the Prime Contract other than the drawings, shall be performed by Subcontract as part of this Subcontract, and said drawings and specifications and other contract documents shall be construed as supplementing one another. The dimensions given on the plans and in the specifications are approximate only, and the Subcontractor shall take such measurements at the Project as will insure the proper matching and fitting of the work and shall do all cutting and patching necessary to make its work match that of other trades and shall make good its work after them.

B. Before and while proceeding with the work under this Subcontract, Subcontractor will accurately check everything previously or contemporaneously done by other trades in any way relating to Subcontractor's work and determine the correctness of same. Any failure on Subcontractor's part to report such discrepancies to Contractor in writing within five (5) days of detecting the same or when Subcontractor should have detected the same and prior to disturbing them will relieve Contractor of any and all claims by Subcontractor to be compensated for any costs, expense or damage resulting therefrom.

ARTICLE 22
GUARANTEES

Subcontractor shall perform Contractor's guarantee to Owner under the Prime Contract for all work under this Subcontract. Subcontractor unconditionally warrants and guarantees all labor, material and services employed and furnished by or to it in performing the work and agrees at Subcontractor's expense to promptly amend and make good upon demand, any and all defects to the entire approval and acceptance of Contractor, Owner and Engineer. Subcontractor shall replace and repair all other parts of the Project and the contents thereof which may have been damaged or removed as the result of

Subcontractor performing its obligations under this paragraph and to effect such replacement all at Subcontractor's own costs and expense and to the satisfaction of Contractor. Should the Subcontractor refuse or neglect to proceed to promptly correct rejected or defective materials or workmanship, contractor shall have the right and power to have the defects remedied or changes made at the expense of Subcontractor, and deduct such amounts from sums other wise due Subcontractor. Subcontractor agrees to pay Contractor on demand any and all loss and expenses paid or incurred by Contractor in remedying such defects or making such changes, plus Contractor's markup to cover supervision, insurance, further overhead and profit together with interest on said total sum at the then prevailing 90-day Treasury bill rate, plus four percent (4%). The obligations set forth in this paragraph are continuing and shall survive completing of the construction project, acceptance of work, and making final payment to Subcontractor. The Subcontractor shall furnish all guarantees, bonds, operating instructions and manuals as required by the specifications and Contractor.

ARTICLE 23
FACILITIES, CLEANUP

Subcontractor shall provide at its own expense whatever services, storage sheds, workshops and offices are necessary for the performance of this Subcontract. If the Subcontractor has occasion to utilize any of the equipment or facilities of Contractor, if available, it shall pay a fair proportion of the cost thereof. Subcontractor shall clean up and remove from the site as directed by Contractor all rubbish and debris resulting from its work. If Subcontractor refuses or fails to perform this cleaning as directed by Contractor, Contractor shall have the right and power to proceed with said cleaning, and Subcontractor shall on demand repay to Contractor the cost thereof, plus overhead and profit, or Contractor may deduct such sums from sums otherwise due Subcontractor.

ARTICLE 24
ASSIGNMENT

Subcontractor shall not assign or subcontract this Subcontract, or any part hereof, or any interest therein, or assign any monies due or to become due to the Subcontractor under this Subcontract without first obtaining the written consent of Contractor. No such assignment shall (a) be binding on Contractor unless and until accepted in writing by contractor or (b) relieve Subcontractor of any of its obligations, responsibilities or liabilities under the Subcontract.

ARTICLE 25
PRECONDITION

This subcontract shall become binding on Contractor only after Subcontractor has furnished Contractor with the required bonds, Certificates of Insurance and any other documents or items specified in the Subcontract, Prime Contract and other Contract Documents, and the Subcontractor has been approved by the Owner and any other party required to do so by the Prime Contract and other Contract Documents, and if any of them shall fail or refuse to approve the Subcontractor or if the Subcontractor shall fail to produce any item hereinabove specified to be provided, then and in that even this Subcontract shall be null, void and of no force or effect and Contractor shall own nothing to Subcontractor.

ARTICLE 26
NOTICE

Any notice required to be given, or desired to be given by Subcontractor to Contractor shall b valid only when received by Contractor at the address stated herein.

ARTICLE 27
CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:

A. SUBCONTRACTOR shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on th project. The program shall include a course in construction safety and health approved b OSHA or a similar program approved by the Missouri Departmentof Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employee working on the project are required to complete the program within sixty (60) days o beginning work on the construction project.

B. Any employee found on the worksite subject to this section without documentation of th successful completion of the course required under subsection (a) shall be afforded 20 days produce such documentation before being subject to removal from the project.

C. SUBCONTRACTOR shall require all its subcontractors to observe the construction safety program requirements of this section

D. Pursuant to Sec. 292.675 RSMo, SUBCONTRACTOR shall forfeit as a penalty to the STATE or CITY $2,500.00 plus $100.00 for each employee employed by SUBCONTRACTOR, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods subsections (a) and (b) have elapsed. The STATE or CITY shall withhold and retain from the amount due SUBCONTRACTOR under this contract, all sums and amounts due and owing STATE or CITY as a result of any violation of this section.

ARTICLE 28
EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

E. By execution of this SUBCONTRACT, SUBCONTRACTOR affirmatively states that it is not knowingly in violation of Section 285.530.1 RSMo (prohibiting "knowing" employmer of "unauthorized aliens"), and further, that it shall noviolate said section in the future.

F. As a condition for the award of this subcontract the subcontractor shall also sign an affidav affirming that it does not knowingly employ any person who is an unauthorized alien i connection with the contracted services. Attachment A.

IN WITNESS WHEREOF, the parties have executed this agreement in multiple copies on the day and year first above written.

Emery Sapp & Sons Inc

By: _____

Assistant Vice President, Dan Hall

ATTEST:

_____

Secretary, Keith Bennett

Anchor Fence

By: _____

President,

ATTEST:

_____

Secretary,

Attachment A

WORKERS ELIGIBILTY VERIFICATION AFFIDAVIT AND OSHA 10 HOUR COURSE TRAINING VERIFICATION FOR ALL EMERY SAPP & SONS, INC. SUBCONTRACT/MATERIAL SUPPLIERS FOR PUBLIC WORK CONTRACT AGREEMENTS IN EXCESS OF $5,000.00

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

STATE OF _____)
) SS
COUNTY OF _____)

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

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any subcontract agreement with Emery Sapp & Sons, Inc. (ESS) to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am of , and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the public works project, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a (h)(3).

All employees, subcontractors or agents of _____ have completed an OSHA 10 hour course as required by rules sets forth the definition of terms for purposes of implementation of the Construction Safety Training Act, section 292.675, RSMo, HB 1549 & HB 390.

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

_____
Affiant Signature

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

_____
Notary Public

My commission expires:

State of Missouri Subcontract

AGREEMENT

Made on this date of **Friday, January 31, 2014**

BETWEEN the Contractor:

Emery Sapp & Sons Inc

5350 E. State Hwy AA
Springfield, MO 65803
Telephone #:(417) 833-9915
Fax #: (417) 833-9981

Hereinafter called **"Contractor"** and the Subcontractor:

Dirtworx, LLC
429 W. Old Route 66
Strafford, MO 65757
Telephone #: 417-818-2497
Fax #: 417-736-3396

Hereinafter called **"Subcontractor".**

Whereas Contractor has a contract with the **City of Joplin**
hereinafter called **"Owner"** for the construction in accordance with the plans and specificatior thereof various items of work awarded to the Contractor for project known as

Owner's Job No: **Murphy Trail - Concrete Path**

Emery Job No: **58-B-13**

Which Contract is hereinafter referred to as the Prime Contract and which provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreeme nt Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein has been made available to the Subcontractor.

The Contractor and Subcontractor agree as set forth below:

ARTICLE 1
THE SUBCONTRACT DOCUMENTS

The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other documents enumerated therein, including, but not limited to, the Missouri Standard Specifications for Highway Construction, the Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications,

addenda issued prior to execution of the Agreement between the Owner and Contractor and Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of the Agreement, and other Co ntract Documents, if any, listed in the Owner -Contractor Agreement; (3) any other documents listed in this Agreement; and (4) modifications to this Subcontract issued after execution of this Agreement. All of these documents hereby become a part of this Subcontract and are hereinafter referred to as the Contract Documents, and shall be made available to the Subcontractor upon his request prior to and at anytime subsequent to signing this Subcontract. The Contract Documents represents the entire and integ rated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

The Subcontractor agrees to furnish all material and equipment and perform all work in strict accordance with the Contract Documents.

ARTICLE 2
THE WORK

A. Subcontractor shall furnish all the labor, materials, supplies, equipment , facilities and everything else necessary to perform and shall perform all the work for the construction and completion of the following part(s) of the work of the Prime Contract set forth below:

	Description	Units	Unit Cost	Amount
10020.08	Seed & Mulch	14,200.00 SF	0.09	1,278.00
				$1,278.00

THIS PROJECT IS TAX EXEMPT.

THIS PROJECT IS PREVAILING WAGE & CERTIFIED PAYROLL IS REQUIRED.

B. Subcontractor shall also perform all work incidental thereto which is necessary or required in order that all such work covered by the Subcontract will be complete, in strict accordance and full compliance with the Contract Documents and as required by Contractor. Subcontractor represents that it has the machinery, equipment, personnel and experience to perform the work within the time allotted and sequence required by Contractor.

C. Subcontractor represents that it has examined the Prime Contract and desires to perform the subcontract work, as defined above, in accordance with the Prime Contract and as herein provided.

ARTICLE 3
SCHEDULE OF WORK

A. Subcontractor shall begin work as soon as instructed to do so by Contractor and shall carry the same forward promptly, efficiently, and at a speed as determined by Contractor and that will not damage, delay or interfere with Contractor or others. Subcontractor shall cooperate fully with all others working on the Project. Subcontractor agrees that Contractor may require Subcontractor to prosecute some parts of the work in preference to others as Contractor may specify from time to time and such shall not afford Subcontractor any basis for any claim for damages, delay, interference, extra work, or otherwise against Contractor or Owner.

B. Prior to commencement of work hereunder and thereafter as requested, Subcontractor shall submit promptly to Contractor, any and all data and information required under the Prime Contract or requested by Contractor relating to the sequence, order, data, and nature of work to be performed hereunder. Such submission shall be organized in such form or manner as Contractor shall require, whether in a so called "critical path" or "network analysis system" or otherwise and shall reflect completion of the work required hereunder. Subcontractor understands and agrees Contractor will rely on such data and Subcontractor will perform its work timely in accordance therewith. In the event Subcontractor does not carry out such work at such rates of progress as required, Contractor may require Subcontractor at no additional compensation therefore to increase the number of qualified supervisory personnel and workers and the amount of equipment employed in the performance of Subcontractor's work to such extent as Contractor may deem necessary or desirable, or Contractor may exercise any other right or remedy it may have.

ARTICLE 4
PAYMENT

A. Contractor agrees to pay Subcontractor for said work and everything required of Subcontractor in and by this Subcontract the sum of Dollars **$1,278.00**

subject to additions and deductions for changes as may be agreed upon in advance in and subject to the other terms of the Subcontract. It is agreed that (i) no payments are

to be made to Subcontractor unless its rate of progress, work done, and materials and services furnished are satisfactory to Owner and Contractor and (ii) payment shall be made only for actual work performed to the satisfaction of Owner and Contractor and only to the extent that payments for such work have actually been received by Contractor from Owner. It is a precedent of payment that payment shall only be due Subcontractor ten (10) days after Contractor receives payment from the Owner, less retainage at a p ercentage equal to that withheld from Contractor which Contractor may withhold from payments otherwise due Subcontractor. In the event any items performed by Subcontractor are to be paid for at unit prices, the quantities shown are estimates only and the amounts to be paid Subcontractor shall be determined by the actual quantities of work performed or material furnished or both, and as determined by Owner, or its authorized representatives and paid for by Owner.

B. The Subcontractor agrees that monies r eceived for the performance of this Subcontract shall be used first for payment of labor, material, equipment, supplies and services entering into or related to this work, and said monies shall not be diverted to satisfy obligations of the Subcontractor on other contracts until all obligations under or in connection with this Subcontract are satisfied in full. Contractor may withhold any payment until Subcontractor has furnished Contractor with evidence satisfactory to it that Subcontractor has paid in ful l for all labor, materials, equipment and supplies used in the work and has performed all other obligations incumbent on Subcontractor.

C. Subcontractor shall submit to Contractor applications for progress payments in a form and within time periods acceptab le to Contractor.

D. It is a condition precedent of payment that final payment hereunder shall only be made within ten (10) days after all of the following items have occurred: (i) completion of said Project; (ii) written acceptance thereof by the Owner and Engineer: (iii) the Owner has made full and final payment therefore to Contractor; and (iv) a full release, in a form acceptable to Contractor of all claims against Owner, Contractor and the Project has been received by Contractor.

E. Under no circumstances shall prior passage of title to Owner or Contractor, prior acknowledgement of good condition by the Owner, Engineer or Contractor, prior payment by the Owner or Contractor, acceptance of such release or acceptance, use or installation of any work performe d or articles delivered hereunder be deemed to (i) constitute acceptance or approval of work done or materials furnished hereunder, (ii) affect the responsibility of the Subcontractor to perform as required, (iii) affect the right of Contractor or Owner to reject any such work or articles determined upon inspection not to be in the condition required, or (iv) constitute acceptance of defective work or improper materials or act as a waiver of Contractor's rights and Subcontractor's obligations hereunder. W ithout limitation on the foregoing, any acceptance of the work and materials furnished by Subcontractor hereunder shall not relieve or discharge Subcontractor from any of its obligations and warranties hereunder.

F. If any payment from the Owner to Contractor is delayed due to Subcontractor's failure to settle all claims against it for work under this Subcontract, or Subcontractor's failure to perform fully and completely or comply with any condition or requirement incumbent on it hereunder or for any other reason attributable to Subcontractor, the Subcontractor will be assessed interest, at the then prevailing 90 day treasury bill rate, plus four percent (4%) on the total amount due Contractor from the Owner. Notwithstanding anything herein to the contrary, Contractor has the absolute right to withhold and set off from funds otherwise due Subcontractor on this Project any amounts due Contractor from Subcontract on any other Project, and if Contractor exercises such right of set off, the Subcontractor hereby waives any lien claims and bond rights on this Project as to such amounts so set off.

ARTICLE 5
RATE OF PROGRESS OF WORK

Time is of the essence, and all of the work of the Subcontractor shall be fully and properly completed within the time required by the Prime Contract or such shorter period of time as Contractor shall schedule or deem necessary so as to permit Contractor to complete and fulfill timely all of its obligations under the Prime Contract. Subcontractor shall at all times supply sufficient and adequate tools, equipment, properly qualified supervisory personnel and workers and materials and supplies of proper quality to prosecute said work efficiently and promptly and in accordance with the schedule and sequence given it from time to time. Subcontractor accepts sole and exclusive responsibility for the work covered hereby, shall provide continuous supervision for such work during the progress thereof at the jobsite, and no advise, recommendations or assistance that the Owner or Contractor may give to Subcontractor shall operate to relieve Subcontractor from complete responsibility for such work

ARTICLE 6
CHANGES AND EXTRA WORK

A. Contractor may, at any time, without notice to Subcontractor's surety and without invalidating this Subcontract or any surety bond, make any changes or alterations in the work covered by this Subcontract or order extra or additional work which it may deem expedient. Subcontractor and its surety agree to increase the penal sum of any surety bond for work under this Subcontract in an amount equal to any increase in price hereunder. No alteration or change or extra or additional work shall be performed by Subcontractor except upon the written order of Contractor. If no additional time or money is requested by Subcontractor within five (5) calendar days following notice of any such proposed change or extra work or additional work, then no additional money or time shall be due Subcontractor.

With respect to such changes, or alterations, or additional or extra work, Contractor shall not be liable to the Subcontractor for a sum greater than Contractor obtains from the Owner for such changes, alterations or extra or additional work, less reasonable overhead and profit to Contractor and also less any costs and expenses incurred by Contractor. Any payments to Subcontractor for such work shall be conditioned upon a prior recovery therefore by Contractor from Owner. In the event of a deduction as a result of such change in the work, the deduction taken by the Owner shall be controlling and binding upon the Subcontractor.

B. If there is a dispute as to such changes, deductions, alterations or extra or additional work, then Subcontractor shall proceed with such work as directed by Contractor. Contract unit prices are to be used where applicable.

C. If Subcontractor deems that wo rk conditions are unsatisfactory or unsuitable or differ from any representation hereof or from good construction practice, written notification of the condition shall be given to Contractor within five (5) days of when first detected and before Subcontrac tor proceeds with further work in connection therewith or takes any remedial action with respect to such condition. If Subcontractor fails to give such written notice and fails to receive a response allowing Subcontractor consideration in connection there with, no consideration or compensation will be given or allowed to Subcontractor with respect thereto.

ARTICLE 7
DELAYS

A. Contractor shall not be liable to the Subcontractor for delay to Subcontractor's work for any reason. If Subcontractor claims it has been delayed by Owner or others, the only obligati on Contractor has to Subcontractor is to pass on to Owner or such others any claim Subcontractor contends it has and to pay Subcontractor any amounts which Owner or such others pay to Contractor as a result of such clams for delays caused by Owner or others. No claim for an extension of time or damages shall be allowed to Subcontractor for any cause or under any circumstances unless the Subcontractor files a written claim with Contractor therefore within fo rty-eight (48) hours from the time of the beginning of the occurrence causing the delay.

B. Should Subcontractor be delayed in the performance of its work, Subcontractor shall be entitled to an extension of time for performing and completing the work covered by this Subcontract but only to the extent actually allowed to Contactor by Owner or its representatives under the terms of the Prime Contract. Subcontractor shall protect, indemnify, defend and save harmless Contractor from all loss, cost, damage, liabi lity and expense which Contractor may sustain or incur by reason of any delays caused or contributed to by Subcontractor, its agents, employees, suppliers or subcontractors. Payment of such amounts by Subcontractor for any such delays shall not relieve or release Subcontractor from any obligation hereunder, and shall not affect any other cause of action which Contractor otherwise would have against Subcontractor for the same or any other breach. Any damages to Contractor for any such delays may be deducte d from Contractor at its option from the agreed price for Subcontractor's work, as damages and not as a penalty, and without limited any rights of Contractor including the option of Contractor to declare the Subcontract in default.

ARTICLE 8
DECISIONS

The obligation of Subcontractor to perform all work and furnish all material covered by the Subcontract under the direction and to the satisfaction of Contractor and Owner is absolute and without

exception. The decision of Contractor as to the performance of such work and as to the true construction and meaning of the drawings and specifications shall be final. Subcontractor shall conform to, and abide by, any additional detail that illustrates the work to be done at no additional cost unless such cost is agreed to in writing in advance.

ARTICLE 9
RELATIONSHIP

Subcontractor agrees to be bound to Contractor by all terms of the Prime Contract applicable to this Subcontract and Subcontractor shall relieve Contractor of all responsibility toward the Owner under the Prime Contract for the performance of everything subcontracted to Subcontractor and Subcontractor shall fully assume and perform all such responsibilities of Contractor in connection there with. Subcontractor will perform this Subcontract so as not to violate any terms, covenants or conditions of the Prime Contract and other Contract Documents and where any provision of the Prime Contract and other Contract Documents between Owner and Contr act is inconsistent with any provision of this Subcontract, this Subcontract shall govern.

ARTICLE 10
INSURANCE

A. The Subcontractor shall maintain such insurance as will insure the performance by the Subcontractor of its obligations to protect, defend, ind emnify and hold harmless Contractor and Owner respectively, as provided herein, and will protect them from claims under Worker's Compensation Act and from claims for bodily injury including death and property damage which may arise from and during operatio ns under this Subcontract, whether such operations be by Subcontractor or by anyone directly or indirectly employed by it. The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability. The below limit s constitute the minimum acceptable insurance limits and should not be construed in any way to limit the Subcontractor's liability to the contractor. The Subcontractor will be required to carry the appropriate limits of insurance and meet all the requirements as spelled out in the Prime Contract or the limits shown below, whichever are greater.

1. **General Liability (CGL)-Occurrence Form**

a)	General Aggregate	$3,000,000
b)	Products-Completed Operations Aggregate	$1,000,000
c)	Personal Injury	$1,000,000
d)	Each Oc currence	$3,000,000
e)	Fire Damage	$ 50,000
f)	Medical Payments	$ 5,000

   1) General Aggregate shall apply separately to each project.
   2) Owner, Emery Sapp & Sons, Inc., and all other parties required by the Contractor, shall be included as insure d on the CGL, using ISO Additional Insured Endorsement CG 2010 11 85 or an endorsement providing equivalent coverage to

the additional insured's. It shall apply as Primary Insurance before an other insurance or selfinsurance, including any deductible, maintaine by, or provided to, the additional insureds.

3) Subcontractor shall maintain CGL coverage for itself and all addional insureds for the duration of the project and maintain Complete Operations coverage for itself and each insured for at least 3 years aft completion of the work.

2. Business Automobile Liability

a) Combined Single Limit $3,000,000

1) Business Auto Coverage must include coverage for liability arising ou of all owned, leased, hired, and non-owned automobiles.
2) Owner, Emery Sapp & Sons, Inc., and all other parties required of the Contractor, shall be included as additional insured on the auto policy

3. Workers' Compensation

a) Each Accident $1,000,000
b) Disease-Policy (Limit) $1,000,000
c) Disease-Each Employee $1,000,000

1) Where applicable, U.S. Longshore and Harborworkers Compensatic Act Endorsement shall be attached to the policy.
2) Where applicable, Maritime Coverage Endorsement shall be attached t the policy.

4. Commercial Umbrella Liability

a) Per Occurrence Limit $3,000,000

1) Umbrella coverage must include as additional insureds all entities th are additional insured's on the CGL.
2) Umbrella coverage for such additional insureds shall apply as Primar Insurance before any other insurance or selfinsurance, including any deductible, maintained by, or provided to, the additional insured othe than the CGL, Auto Liability, and employers Liability coverag maintained by the Subcontractor.
3) The limits specified in Section A-1,2,&3 may be satisfied with a combination of Primary and Umbrella/Excess Insurance.

B. CERTIFICATES OF INSURANCE

Prior to the commencement of the Work, Subcontractor shall provide for the Owner and Contractor to review and approval, certificates of insurance and policy endorsements reflecting full compliance with the requirements set forth in Paragraphs A1, A2, A3 and A4 of the Article. Such certificates and policy endorsements shall be kept current and in compliance throughout the period when Work is being performed and until its final acceptance by Owner (and for three (3) years thereafter for products and completed operations liability), and shall provide for thirty (30) days advance written notice to

1. Owner and Contractor in the event of cancellation or material change adversely affecting the interests of Owner and Contractor.

2. In jurisdictions requiring mandatory participation in a monopolistic state workers' compensation fund, the insurance certificate requirements for the coverage required under Paragraph A3 (Workers' Compensation) of this Article will be satisfied by a letter from the appropriate state agency confirming participation in accordance with statutory requirements.

B. SUB-SUBCONTRACTORS INSURANCE

If Subcontractor shall subcontract any of is work to a third party, Subcontractor shall see to it that such third party maintains such insurance and shall furnish evidence thereof to Contractor. Subcontractor will cause all such policies of insurance to name Contractor and Owner as additional insureds and provide indemnification for Contractor and Owner against liability upon the risks insured thereby to the amount of the coverage specified herein for Subcontractor.

C. BUILDERS' RISK

Contractor may (but is not obligated to) carry Builders' Risk Insurance on the Project. Should Contractor carry this insurance, then Contractor at its sole option may include Subcontractor for the principle sums of this Subcontract in Contractor's Builders' Risk Policy, and if it does so include the Subcontractor, then Subcontractor will pay Contractor Subcontractors' fair share of the premium thereof as determined by Contractor. Contractor shall not be deemed to have elected or agreed to include Subcontractor in any such policy until and unless Subcontractor has been named on the policy and furnished an endorsement or certificate to that effect and Subcontractor has paid Contractor therefore. Subcontractor shall assume the responsibility to determine whether this insurance is in force.

D. WAIVER OF SUBROGRATION

Where allowed by law, Subcontractor waives all rights against the Owner, Emery Sapp & Sons, Inc., the architect, their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, business auto liability, commercial umbrella liability, or workers' compensation and employers liability insurance maintained per the requirements stated above.

E. SUBCONTRACTOR'S ACTS OR OMISSIONS

In addition to its obligations under this provision of the Subcontract regarding Insurance, Subcontractor agrees to pay and to protect, defend, save harmless and indemnify Contractor against any liability for damages sustained by another subcontractor, material man or other party supplying labor, materials, or services in the performance of the work covered by the

Prime Contract resulting from Subcontractor's acts or omissions (whether or not negligent), failure to perform, delays in performance, interference or default in the performance of the work to be done under this Subcontract. Subcontractor shall protect, defend, indemnify and save Contractor harmless from any liability, including costs and expenses, for, or on account of, any patented or unpatented invention, article or appliance manufactured or used in the performance of this Subcontract, including their use by Owner and further agrees to pay all loss and expense incurred by Contractor by reason of any such claims or suites, including attorneys' fees.

ARTICLE 11
BONDS

If requested by Contractor, Subcontractor at least fifteen (15) days before commencing work on the Project shall furnish and pay for both a performance bond and a payment bond with Contractor as the oblige in a sum not less than the amount payable to Subcontractor under this Subcontract with surety thereon satisfactory to Contractor guaranteeing respectively the faithful performance of this Subcontract and each and all of its stipulations and agreements and the payment of all person furnishing labor, services, equipment or materials used or purchased for use in the work covered by this Subcontract. Should any contract modifications result in an increase in the amount of this Subcontract, Subcontractor and Surety shall increase the amounts of such bonds accordingly, and it will be the responsibility of the Subcontractor to include in its proposal the cost of additional bond premiums to cover the additional amount. Notwithstanding anything herein to the contrary, in addition to the other rights under the Subcontract, if the Subcontractor fails to furnish said bonds before commencing work hereunder, or to increase the amounts of such bonds as required, Contractor, then or at any time thereafter, may declare Subcontractor to be in default hereunder and to have breached this Subcontract. Subcontractor shall be liable to Contractor for any and all damages as a result of such default and breach and on the occurrence of such default or breach Subcontractor shall not be entitled to any payment for, or in respect of, any work done at the site of said Project or elsewhere, nor to reimbursement or compensation for orders placed or anything else done in preparation for, or performance of, the work described herein, and no payment made or forbearance granted by Contractor shall operate as a waiver of the rights herein granted to Contractor.

ARTICLE 12
INDEMNITY

Subcontractor agrees to protect, indemnify, defend, and hold harmless Contractor and Owner from and against (i) all claims, causes of action, liabilities, obligations, demands, costs and expenses arising out of injury to (including death of) any and all persons or damage to property alleged to have been caused by any act or omission of Subcontractor, its agents, employees or invitees, or growing out of, or incidental, directly or indirectly, to the performance of the Subcontract regardless of how such injury, death or damage be caused, and (ii) all damage judgments and expenses caused by any act or omission (whether or not negligent) of Subcontractor or anyone who performs work in the prosecution of the Subcontract. Subcontractor expressly assumes with respect to the work to be done hereunder all liability imposed on Contractor by the provisions of the Prime Contract and, upon request by Contractor, subcontractor shall defend any and all suits brought against Contractor or Owner on account of any such

liability or claims of liability and shall pay any settlements made or judgments rendered with respect thereto, and shall reimburse and indemnify Contractor for all expenditures or expenses, including court costs and attorneys' fees incurred by Contractor by reason of any such accident, liability or claims of liability. If there are such injuries to person or damage to property unsettled upon completion of this Subcontract, final settlement of sums otherwise due between Contractor and Subcontractor may be deferred at the option of Contractor until such claims are adjusted or Subcontractor furnishes indemnity acceptable to Contractor. Subcontractor agrees that the damage provisions of, and any damages assessed in relation to, the Prime Contract, both actua l and liquidated, shall be enforceable and collectible by Contractor against Subcontractor. In addition, Contractor can offset from sums otherwise due Subcontractor an amount equal to said damages including any damages sustained by Contractor as a result of the failure of Subcontractor to perform its work properly, timely or in accordance with its obligations and requirements herein.

ARTICLE 13
LABOR AND EMPLOYMENT MATTERS

A. Subcontractor shall comply with, observe and conform to the wage scales and labor policies of Contractor, specifically including the terms and provisions of any such agreements providing for hiring and union -security and for the making of such payments into or under health and welfare or other fringe benefit funds or plans, to the extent that the terms and provisions of such agreements can legally be applied to the work to be done hereunder. Neither Subcontractor not any of its subcontractors or suppliers shall employ any workers whose employment on the work covered by this Contract is objected to by Contractor or Owner or which violates any such labor agreements. Subcontractor agrees that if any portion of such work is further subcontracted, such further subcontractor shall be contractually obligated to be bound by, and observe the ter ms and provisions of, such collective bargaining agreements to the same extent as is herein required of Subcontractor, and that an express provision imposing such obligation upon the further subcontractor shall be included in any such further subcontract.

B. In the event of a strike or stoppage of work resulting from a dispute involving or affecting the labor employed by Subcontractor or its subcontractors, Contractor may at its option terminate or suspend the right of Subcontractor to proceed on this Subcontract or terminate this Subcontract and Contractor shall be obligated only to compensate Subcontractor in accordance with termination provision contained herein.

ARTICLE 14
TAXES

Taxes are included in the price to be paid Subcontractor under this Sub contract, and Subcontractor assumes and accepts exclusive liability for, and agrees to pay (i) all taxes and contributions required to be withheld from or in respect of wages and salaries, under any law now existing or hereafter imposed, including interest , and penalties, (ii) all taxes, contributions, including interest and penalties under any federal, state municipal, or other governmental or private old age benefit, welfare benefit, social security, pension, annuity, or unemployment compensation or insur ance law, plan or program now

existing or hereafter imposed, (iii) all taxes measured by receipts in connection with the work under this Subcontract and all sales, use, income, occupation, or excise taxes, including interest and penalties, hereunder and all permits, fees and licenses r elative to the work covered by this Subcontract. If Contractor pays any such taxes, contributions, interest or penalties, Subcontractor on demand shall reimburse Contractor, therefore or Contractor may deduct the same from sums otherwise due Subcontractor .

ARTICLE 15
LOSSES

Subcontractor agrees at is own expense to carefully protect, watch over, and care for all of its work, complete or otherwise, and all of its materials, supplies, tools, and equipment. Subcontractor agrees, at its own expense, to make good any loss or damage to any and all such work, materials, supplies, tools and equipment from any cause whatsoever up to the final acceptance of the entire Project by Owner.

In the event of a loss by fire or other casualty, Subcontractor shall, as soon as possible thereafter, proceed to replace, restore or repair the portions of its work so damaged, as directed by Contractor. If Subcontractor is included under Contractor's Builders' Risk Policy as to such loss, then Subcontractor shall forthwith submit to Contractor its estimate of the cost of work, in such form as may be required to submit a proper proof of claim to the insurance carrier and Subcontractor shall be conclusively bound by any settlement, arbitration, appraisal or legal action in the deter mination of their part of the total claim. Subcontractor shall be paid by Contractor the cost of replacing and restoring competed work damaged by fire or other casualty as shall be covered by insurance carried by Contractor for Subcontractor, based on the aforesaid subcontract price, to the extent of the amount of money actually received by Contractor which is attributable to Subcontractor's loss, less its proportionate share of Contractor's expense in connection with the recovery of such proceeds includin g professional experts and counsel fees and other costs and expenses.

ARTICLE 16
TERMINATION

In the event the Prime Contract is terminated, Contractor shall, at its sole option and discretion, reserve the right to terminate this Subcontract as of the dat e of the termination of the Prime Contract. In the even t the Subcontract is terminated, Subcontractor shall only be entitled to either: (i) whatever Owner has paid Contractor for the work performed by Subcontractor up to the time of termination, or (ii) th e actual, direct costs of all labor and material expended on the job prior to the effective date of the termination plus a sum equal to six perfect (6%) of all such labor and material to cover overhead and profit, whichever is less.

In no event on such te rmination shall Subcontractor be entitled (a) to receive a sum in excess of what the Owner pays to Contractor for such work of Subcontractor; (b) to anticipatory profit or damages for any termination; or (c) to assert a claim in quantum merit or any other measure of damages other than that stated herein.

ARTICLE 17
DEFAULT

If (i) Subcontractor shall fail to furnish materials of the quality or do work in the manner required by the Prime Contract, or, (ii) Subcontractor shall fail to provide supervisory personnel or workers in numbers and experience or equipment in kind and capacity suitable to the Owner, Architect, or Contractor, or (iii) Subcontractor shall fail to diligently prosecute the work required to be done under this Subcontract in any particular order or to keep pace with the progress schedule formulated from time to time by Contractor or shall abandon said work or any part thereof, or, (iv) a petition in bankruptcy or for an arrangement of creditors shall be filed by or against Subcontractor or Subcontractor shall become insolvent or make an assignment for the benefit of creditors or commit any act of bankruptcy, or (v) Subcontractor shall fail to promptly pay for all labor and material used in connection with this Subcontract, or fails to provide evidence of such payment, or (vi) the principal owner of Subcontractor shall die or otherwise become physically or mental disabled, or (vii) Subcontractor shall fail in any manner to perform the whole or any part of any term, provision, covenant or agreement contained or assumed herein, then and upon the occurrence of any such event (and Contractor's finding and judgment with respect thereto shall be final and bind the Subcontractor absolutely), CONTRACTOR SHALL HAVE THE RIGHT TO: (a) withhold any further payment hereunder from Subcontractor until all work to be performed by Subcontractor shall be wholly finished, and (b) provide or have others provide such materials, supplies, equipment and labor in addition to any supplied by Subcontractor as may be necessary to complete Subcontractor's work and pay for the same and deduct the amount thereof from any money which is then or would be thereafter otherwise be due Subcontractor, and (c) pay for all of the same and deduct the amount so paid from any money which is then or otherwise thereafter be due Subcontractor, and (d) bar premises and take possession for use and consumption in completing the work of all the materials, supplies, tools, equipment, appliances and facilities of the Subcontractor thereon or thereat and complete the work, or have the same completed by others, or any combination of such methods. IN any event, Subcontractor shall not be entitled to receive any further payment hereunder, and Contractor shall have no liability to Subcontractor therefore, until final payment for the entire Project has been received by contractor from Owner, and Subcontractor shall only be entitled to, and Contractor shall only be liable for, the amount, if any, by which the unpaid portion of this Subcontract shall exceed the cost, expense and damage incurred by contractor (including attorneys fees) because of Subcontractor's default and delays in completing the work covered hereby and performing the other obligations of Subcontractor hereunder. If such damages and amounts expended or incurred by Contractor exceed the balance of the Subcontract price, Subcontractor or is sureties or both shall pay Contractor such excess promptly after Contractor's demand therefore, and upon their failure to do so, in addition to Contractor's rights on or under any bonds of the Subcontractor, contractor shall have the right, pursuant to the lien provided for herein, to sell all materials, tools, appliances, equipment and facilities of Subcontractor not previously used or consumed in the performance of said work and to apply the proceeds of such sale (s) to the obligation of Subcontractor and its sureties who nevertheless shall remain liable for any deficiency. Contractor shall not be required to exercise any such lien rights as a condition to receiving full payment from Subcontractor and its sureties.

In the event of the exercise of any default rights by Contractor as set for above, all costs incurred and all monies expended therefore, including (but not limited to) the cost of materials, labor, subcontractors, transportation, equipment, expense, rentals thereon, supplies, services, insurance, taxes,

appliances, tools, utilities, power, supervision, administration, job overhead, travel, legal and accounting fees and expenses, Contractor's general overhead as allocated to the work and other costs and expenses incurred or sustained by Contractor, plus te n percent (10%) of the actual cost of the work performed as set forth as well as the amount of all claims against Subcontractor paid by Contractor for which it deems itself liable or responsible to the Owner, shall be deducted from the Subcontract price an d sums otherwise due Subcontractor. Contractor shall be entitled to interest on the deficiency at the then prevailing 90 day treasure bill rate, plus four percent (4%).

ARTICLE 18
RESPONSIBILITY

Subcontractor assumes exclusive responsibility for protect ion of is personnel, materials, equipment facilities and work. If Contractor shall maintain first aid service at the site of said Project, Subcontractor shall bear its fair share of the cost thereof. Subcontractor shall provide sufficient, safe, and prop er facilities for inspection by contractor and the Engineer of the work and materials of the Subcontractor, whether in the field, at shops, or at any place where such materials may be in preparation, manufacture, storage or installation. Subcontractor agr ees to abide by all safety rules, practices and programs as established by Contractor, the Occupational Safety and Health Act of 1970, as amended, and all other applicable safety rules and regulations whether state, federal or local (collectively referred to as the "Act") and shall be exclusively liable for the safety of its employees and or any violations of the Act either on the work of Subcontractor or its portion of any jobsite or affecting the agents, employees, subcontractors or representatives of Sub contractor. Subcontractor acknowledges and agrees that its work area on the Project and all places where its materials, supplies, equipment and facilities are at any time or shall be used at any time are and shall be under it s exclusive control and Subco ntractor is and shall be solely responsible for the detection and abatement of any conditions th at are not in compliance with the Act, and Contractor is not and shall not be responsible therefore.

ARTICLE 19
COMPLIANCE

A. Subcontractor shall promptly and tim ely submit to Contractor all costs and pricing data and all audit data required by the Prime Contract or Contractor and shall also submit to Contractor, in such detail as Contractor shall require, certified cost and pricing data as requested by Contractor. Subcontractor shall expressly require compliance herewith by all its subcontractors and suppliers. Subcontractor shall comply with, and abide by all federal, state, county and municipal laws, ordinances, regulations and all orders and directives applica ble to the work, and the maintenance preservation and inspection of records and reports pertaining thereto. Subcontractor agrees to protect, defend, indemnify and hold harmless Contractor with respect to all such laws, orders and directions.

B. This Subcont ract and all disputes between the parties shall be governed by the laws of the state of Missouri and the jurisdiction and venue for any action between the parties shall be solely and exclusively in the Circuit Court of Boone County, Missouri.

ARTICLE 20
ATTORNEYS' FEES

Should Contractor employ an attorney to enforce any provision of this Subcontract or to collect damages for default or breach of the Subcontract or to recover on any bond, Subcontractor and its sureties agree to pay Contractor such attorneys' fees and costs of collection as Contractor may expend with respect thereto, and Subcontractor and its sureties waive all rights of exemption. All attorneys' fees and costs of collection shall be in addition to the penal amount of the bond (s).

ARTICLE 21
SAMPLES, SHOP DRAWINGS

A. Subcontractor shall promptly submit all samples, shop drawings, test data and other data as required by the Owner, Engineer, Contractor, the Prime Contract or other Contract Documents, but any handling, transmittal, approval or anything else done by contractor with respect to these shall not relieve Subcontractor from responsibility for errors in the samples, shop drawings or other data or delays in connection therewith and shall not relieve Subcontractor of its obligations to perform its work in accordance with the Subcontract and of its responsibilities for any deviations from the requirements of this Subcontract. Any of Subcontractor's work shown on the drawings and not mentioned in the specifications or described in any documents forming part of the Prime Contract other than the drawings, shall be performed by Subcontract as part of this Subcontract, and said drawings and specifications and other contract documents shall be construed as supplementing one another. The dimensions given on the plans and in the specifications are approximate only, and the Subcontractor shall take such measurements at the Project as will insure the proper matching and fitting of the work and shall do all cutting and patching necessary to make its work match that of other trades and shall make good its work after them.

B. Before and while proceeding with the work under this Subcontract, Subcontractor will accurately check everything previously or contemporaneously done by other trades in any way relating to Subcontractor's work and determine the correctness of same. Any failure on Subcontractor's part to report such discrepancies to Contractor in writing within five (5) days of detecting the same or when Subcontractor should have detected the same and prior to disturbing them will relieve Contractor of any and all claims by Subcontractor to be compensated for any costs, expense or damage resulting therefrom.

ARTICLE 22
GUARANTEES

Subcontractor shall perform Contractor's guarantee to Owner under the Prime Contract for all work under this Subcontract. Subcontractor unconditionally warrants and guarantees all labor, material and services employed and furnished by or to it in performing the work and agrees at Subcontractor's expense to promptly amend and make good upon demand, any and all defects to the entire approval and acceptance of Contractor, Owner and Engineer. Subcontractor shall replace and repair all other parts of the Project and the contents thereof which may have been damaged or removed as the result of

Subcontractor performing its obligations under this paragraph and to effect such replacement all at Subcontractor's own costs and expense and to the satisfaction of Contractor. Should the Subcontractor refuse or neglect to proceed to promptly correct rejected or defective materials or workmanship, contractor shall have the right and power to have the defects remedied or changes made at the expense of Subcontractor, and deduct such amounts from sums other wise due Subcontractor. Subcontractor agrees to pay Contractor on demand any and all loss and expenses paid or incurred by Contractor in remedying such defects or making such changes, plus Contractor's markup to cover supervision, insurance, further overhead and profit together with interest on said total sum at the then prevailing 90-day Treasury bill rate, plus four percent (4%). The obligations set forth in this paragraph are continuing and shall survive completing of the construction project, acceptance of work, and making final payment to Subcontractor. The Subcontractor shall furnish all guarantees, bonds, operating instructions and manuals as required by the specifications and Contractor.

ARTICLE 23
FACILITIES, CLEANUP

Subcontractor shall provide at its own expense whatever services, storage sheds, workshops and offices are necessary for the performance of this Subcontract. If the Subcontractor has occasion to utilize any of the equipment or facilities of Contractor, if available, it shall pay a fair proportion of the cost thereof. Subcontractor shall clean up and remove from the site as directed by Contractor all rubbish and debris resulting from its work. If Subcontractor refuses or fails to perform this cleaning as directed by Contractor, Contractor shall have the right and power to proceed with said cleaning, and Subcontractor shall on demand repay to Contractor the cost thereof, plus overhead and profit, or Contractor may deduct such sums from sums otherwise due Subcontractor.

ARTICLE 24
ASSIGNMENT

Subcontractor shall not assign or subcontract this Subcontract, or any part hereof, or any interest therein, or assign any monies due or to become due to the Subcontractor under this Subcontract without first obtaining the written consent of Contractor. No such assignment shall (a) be binding on Contractor unless and until accepted in writing by contractor or (b) relieve Subcontractor of any of its obligations, responsibilities or liabilities under the Subcontract.

ARTICLE 25
PRECONDITION

This subcontract shall become binding on Contractor only after Subcontractor has furnished Contractor with the required bonds, Certificates of Insurance and any other documents or items specified in the Subcontract, Prime Contract and other Contract Documents, and the Subcontractor has been approved by the Owner and any other party required to do so by the Prime Contract and other Contract Documents, and if any of them shall fail or refuse to approve the Subcontractor or if the Subcontractor shall fail to produce any item hereinabove specified to be provided, then and in that even this Subcontract shall be null, void and of no force or effect and Contractor shall own nothing to Subcontractor.

ARTICLE 26
NOTICE

Any notice required to be given, or desired to be given by Subcontractor to Contractor shall b valid only when received by Contractor at the address stated herein.

ARTICLE 27
CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:

A. SUBCONTRACTOR shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on th project. The program shall include a course in construction safety and health approved b OSHA or a similar program approved by the Missouri Departmentof Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employee working on the project are required to complete the program within sixty (60) days c beginning work on the construction project.

B. Any employee found on the worksite subject to this section without documentation of th successful completion of the course required under subsection (a) shall be afforded 20 days produce such documentation before being subject to removal from the project.

C. SUBCONTRACTOR shall require all its subcontractors to observe the construction safet program requirements of this section

D. Pursuant to Sec. 292.675 RSMo, SUBCONTRACTOR shall forfeit as a penalty to the STATE or CITY $2,500.00 plus $100.00 for each employee employed by SUBCONTRACTOR, for each calendar day, or portion thereof, such employee is employec without the required training. The penalty shall not begin to accrue until the time periods subsections (a)and (b) have elapsed. The STATE or CITY shall withhold and retain from the amount due SUBCONTRACTOR under this contract, all sums and amounts due and owing STATE or CITY as a result of any violation of this section.

ARTICLE 28
EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

E. By execution of this SUBCONTRACT, SUBCONTRACTOR affirmatively states that it is not knowingly in violation of Section 285.530.1 RSMo (prohibiting "knowing" employmer of "unauthorized aliens"), and further, that it shall notviolate said section in the future.

F. As a condition for the award of this subcontract the subcontractor shall also sign an affida affirming that it does not knowingly employ any person who is an unauthorized alien i connection with the contracted services. Attachment A.

IN WITNESS WHEREOF, the parties have executed this agreement in multiple copies on the day and year first above written.

Emery Sapp & Sons Inc

By: _____

Assistant Vice President, Dan Hall

ATTEST:

_____

Secretary, Keith Bennett

Dirtworx, LLC

By: _____

President,

ATTEST:

_____

Secretary,

Attachment A

WORKERS ELIGIBILTY VERIFICATION AFFIDAVIT AND OSHA 10 HOUR COURSE TRAINING VERIFICATION FOR ALL EMERY SAPP & SONS, INC. SUBCONTRACT/MATERIAL SUPPLIERS FOR PUBLIC WORK CONTRACT AGREEMENTS IN EXCESS OF $5,000.00

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

STATE OF _____)
) SS
COUNTY OF _____)

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

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any subcontract agreement with Emery Sapp & Sons, Inc. (ESS) to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am of , and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the public works project, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a (h)(3).

All employees, subcontractors or agents of _____ have completed an OSHA 10 hour course as required by rules sets forth the definition of terms for purposes of implementation of the Construction Safety Training Act, section 292.675, RSMo, HB 1549 & HB 390.

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

_____
Affiant Signature

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

_____
Notary Public

My commission expires:

MISSOURI DEPARTMENT OF REVENUE
CUSTOMER SERVICES DIVISION

PROJECT EXEMPTION CERTIFICATE

FORM **5060** (REV. 1-2008)

TO BE GIVEN TO YOUR CONTRACTOR

NAME OF EXEMPT ENTITY ISSUING THE CERTIFICATE	MISSOURI TAX EXEMPTION NUMBER
CITY OF JOPLIN	12490440

ADDRESS	CITY	STATE	ZIP
602 S. MAIN STREET	JOPLIN	MO	64801

BEGIN DATE FOR PROJECT	PROJECTED COMPLETION DATE	PROJECT NUMBER
03-17-2014	05-30-14	8494

DESCRIPTION OF PROJECT

Muphy Blvd Trail 4th - 20th.

PROJECT LOCATION	EXPIRATION DATE
Murphy Blvd 4th - 20th	05-30-14

THIS EXEMPTION DOES NOT APPLY TO THE PURCHASE OR RENTAL OF MACHINERY, EQUIPMENT, OR TOOLS BY THE CONTRACTOR OR SUB-CONTRACTOR.

Give a signed copy of this certificate, along with a copy of your Missouri Sales/Use Tax Exemption Letter to each contractor and/or subcontractor who will be purchasing tangible personal property for use in this project. It is your responsibility to ensure the validity of the certificate. You must issue a new certificate if any of the information changes.

EXEMPT ENTITY'S AUTHORIZED SIGNATURE	DATE
Don Allgeier	3-11-14

The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo. I also declare under penalties of perjury that I employ no illegal or unauthorized aliens as defined under federal law and that I am not eligible for any tax exemption, credit or abatement if I employ such aliens.

NAME OF PURCHASING CONTRACTOR

ADDRESS	CITY	STATE	ZIP

Contractors present this to your supplier in order to purchase the necessary materials tax exempt.

NOTE: COMPLETE AND SIGN BOTTOM PORTION IF EXTENDING CERTIFICATE TO YOUR SUBCONTRACTOR.

NAME OF PURCHASING SUBCONTRACTOR

ADDRESS	CITY	STATE	ZIP

SIGNATURE OF CONTRACTOR	DATE

This publication is available upon request in alternative accessible format(s).