MAIN STREET STREETSCAPES - 8TH ST TO 15TH ST

CITY OF JOPLIN, MO

602 S. MAIN STREET
JOPLIN, MO 64801

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NOTICE TO CONTRACTORS

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

MAIN STREET STREETSCAPES - 8TH ST TO 15TH ST

Project generally consists of milling and overlaying main street from 8th street to 15th street, new curb and gutter, sidewalks, street lighting, new traffic signal at 9th street and 10th street, stamped concrete, brick pavers, concrete intersection and other appurtenances required for a complete project.

Approximate Base Bid quantities: 1780 tons of asphalt surface, 3600 square yards of concrete pavement, 3760 linear feet of curbing, 3290 square yards of sidewalk, 2 new traffic signals (9th ST & Main, 10th ST & Main) and street lighting through the length of the project.

Copies of the plans and specifications are on file and may be examined on the City's website. **Sealed bids must be in the hands of said Director of Public Works before 2:00 p.m. on the 19th day of May, 2026**. Bids will be opened and read aloud by the Director of Public Works in the 4th floor Engineering Conference Room at that time. **A mandatory pre-bid meeting will take place on May 5th, 2026, starting at 2:00 p.m. on the 5th floor study at City Hall.**

Specifications will follow current City Standards. These standards can be downloaded online by clicking on the link at the bottom of the page at: https://www.joplinmo.org/ or a copy may be viewed in person at 602 S. Main Street, 4th floor.

Wage rates for this project shall be in accordance with the most current wage rate determination made by the Industrial Commission of Missouri on file in the Department of Public Works. Contractor will use the Division of Labor Standards Form LS-57 to report all wages.

Missouri Law, 292.675 RSMO, requires the awarded contractor and its subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and industrial relations as a qualified substitute) for their on-site employees (Laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement), The awarded contractors and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include contractor forfeiture to the City of Joplin in the amount of $2,500, plus $100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO

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

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

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

The City of Joplin hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration

for an award. Also, the contractor will be required to have an approved Affirmative Action Program. Attention of bidders is particularly called to the requirement that an Affirmative Action Program must be adopted by the contractor and approved by the Affirmative Action Committee of the City of Joplin before the contract may be executed.

BIDDER CHECKLIST

FINAL CHECKLIST BEFORE SUBMITTING BID

1. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to City of Joplin, MO. **Provide the Bidder name, address, number, county, route and project name and number on the outside of the envelope.**

2. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.

3. Acknowledge the receipt of addenda on Bid Form (Note: The "BID FORM" and "ITEMIZED BID FORM" are one document and shall be submitted together). The addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

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

5. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

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

1. Not signing the bid
2. Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
3. Not providing a bid bond
4. Using pencil to fill out the bid
5. Using white out to make corrections to the itemized bid sheets
6. Not initialing changes made

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All questions concerning the bid document preparation can be directed to the Engineer, Olsson, Inc. – Michael Mayfarth, PE at mmayfarth@olsson.com.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Joplin, MO at (417) 624-0820 or through Missouri Relay System, TDD 1-800-735-2966, **at least five (5) working days prior to the bid opening**.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

   The City of Joplin (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. The envelopes containing the bids must be sealed, addressed to the City of Joplin, 602 S. Main Street, Joplin, Missouri and designated as bid for **MAIN STREET STREETSCAPES - 8TH ST TO 15TH ST.**

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

2. Preparation of Bid: Each bid must be submitted on the required BID form, included as part of these specifications, and accompanied by:

   A. Acknowledgement of receipt of all addenda issued (if any).

   B. a bid bond payable to the Owner for five percent (5%) of the total amount of the bid.

   C. A copy of the signed Anti-Collusion form.

   All blank spaces for bid prices must be filled in, in ink or typewritten, in figures, and the foregoing Certifications must be fully completed and executed when submitted.

3. Pre-Bid Meeting: **See Notice to Contractors for any pertinent information**.
4. Subcontracts: The bidder is specifically advised that any person, or other party, to whom it is proposed to award a subcontract under this contract must be acceptable to the procurer.
5. Telegraphic Modification: Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.
6. Method of Bidding: The Owner invites the following bid(s): Unit Price submission for the project in compliance with project drawings, specifications and contract documents. The OWNER reserves the right to add or subtract quantities from the Project Contract at the Unit Prices submitted, as necessary.
7. Qualifications of Bidder: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
8. Bid Security: Each bid must be accompanied by a bid bond payable to the Owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return all of the bonds

except the three lowest responsible bidders. When the agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

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

10. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within TWO HUNDRED SEVENTY (270) consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of $2,300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

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

12. Addenda and Interpretations: No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally.

    Every request for such interpretation should be emailed to Project Engineer and to be given consideration must be received **at least five (5) days prior** to the date fixed for the opening of bids. Interpretations, supplemental instructions or clarifications considered necessary by the Engineer in response to such questions will be issued in the form of written addenda to the contract documents and specifications which, if issued, will be posted to the City of Joplin Website on the www.Joplinmo.org webpage, not later than three days prior to the data fixed for the opening of bids. Questions received less than (5) days prior to the date for opening of bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

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

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

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

    A. Inspection and testing of materials.

    B. Insurance requirements.

    C. Wage rates.
    This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial

Relations. The applicable state wage rates for this contract are detailed in "Annual Wage Order 30", that is attached to this bidding document. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

D. Stated allowances.

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

17. Method of Award:
    A. Lowest Qualified Bidder
    The contract is typically awarded based on the lowest qualified bidder's Total Contract Bid Amount, provided that it does not exceed the amount of funds then estimated by the Owner as available to finance the contract. Award of the contract shall be in conformance with the City's Procurement Policy, which is typically based upon the lowest responsive, responsible bid submitted for the Total Contract Bid Amount. The Total Contract Bid Amount shall be defined as the Total Base Bid Amount plus the total bid amount for each Alternate chosen. For comparison purposes alternates will be accepted until doing so would cause the budget to be exceeded.

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

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

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

    A. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
    B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
    C. Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

20. Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (l 0) hour course in construction safety and health approved by the Occupational Safety

and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to procure documentation or be subject to removal from the project.

21. Contractor's Responsibility for Subcontractors:

    A. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
    B. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
    C. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

23. Lead Contaminated Materials: As of January 1, 2023, the City no longer pays for contaminated materials to be hauled to specific repository sites. If a contractor requests the City to test excavated materials for heavy metals concentrations, City staff will provide that testing free of charge, based on availability of the City's XRF gun. (The City will endeavor to respond immediately to the job site, so as not to cause delays to the contractor's work.) If such testing yields a determination that the concentration levels of heavy metals (lead, zinc, cadmium, etc.) exceeds acceptable limits, then the contractor shall be responsible for properly disposing of said materials at a site chosen by the contractor. Proper disposal of such materials means to either cap the material with clay, or to blend it with non-contaminated soils such that the resultant concentration is lower than acceptable limits. If the contractor elects to cap contaminated soils on another site, the thickness of the clay cap is dependent upon the likely use of the site.

BID FORM

CITY OF JOPLIN MAIN STREET STREETSCAPES - 8TH ST TO 15TH ST

TO: DIRECTOR OF PUBLIC WORKS

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

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

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

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

BIDDER will complete all work on the described project for the City of Joplin, MO in accordance with the Contract Documents for the price(s) stated below.

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

Note 1 Bidder agrees and understands that by this submission that items required to construct and complete the project in accordance with the accompanying plans, but not shown on this proposal, shall be included in the bid price for other related items of construction so as to not cause an unbalanced bid.

Note 2 The undersigned submits the following Itemized Bid Sheet(s) and hereby authorizes the City of Joplin, MO to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the Itemized Bid Sheet(s) into any Contract.

Note 3 It is understood that this bid becomes a part of the specifications upon the signing of the contract and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.

Note 4 In submitting this bid, it is understood that the right is reserved by the City of Joplin, MO to reject any and all bids, to waive any irregularities in the bidding, and to increase or decrease the amount of any class or portion of the work.

Note 5 In submitting this proposal, contractor certifies that no employee, member, or officer of the firm or corporation is a salaried officer or employee of the City of Joplin, MO or any of its boards or agencies, and that no salaried officer or employee of the City of Joplin, MO has any financial interest, direct or indirect, in this Contract. The City of Joplin, MO will award the bid to the lowest, responsive, responsible bidder.

Note 6 The scope of the work to be performed under the various unit price items of the contract proposal (where linear or volumetric measurement of quantities is involved) and the method of measurement and basis of payment for quantities in connection with such items, together with the scope of various lump sum items of the contract proposal is in general, defined and described under the respective applicable specification sections. It is the intent of the Bid Form and the Job Special Provisions that the total bid as submitted shall cover all work shown by the Contract Drawings and as required by the attached specifications and other Contract Documents. All costs, in connection with the work, and payment therefore, shall be included in and based on the unit and lump sum prices named in the Bid Form. No item of work that is required by the Contract documents for the proper and successful completion of the Contract shall be paid for outside of or in addition to the prices submitted in the Bid Form, as all work not specifically set forth in the Bid Form as a pay item shall be considered a subsidiary obligation of the Contractor and all cost in connection therewith shall be included in the unit or lump sum prices named in the Bid Form.

Note 7 It is understood by the bidder that the quantities given in the following itemized bid form are not guaranteed by the owner and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized bid form, multiplied by the unit price bid shall constitute the gross sum bid.

MAIN STREET STREETSCAPES - 8TH STREET TO 15TH STREET
INVITATION FOR BID #

BASE BID - MAIN STREET - 8TH STREET TO 15TH STREET					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Contractor Furnished Construction Staking and Surveying	LS	1		
3	Clearing & Grubbing / Tree & Brush Removal	LS	1		
4	Full Depth Asphalt Demo	SY	3539		
5	Sidewalk & Drive Removal	SY	5672		
6	Curb & Gutter Removal	LF	5398		
7	Misc Utility Adjustment	LS	1		
8	Erosion Control	LS	1		
9	Embankment Grading	CY	100		
10	Removal of Unsuitable Material*	CY	100		
11	Backfill of Unsuitable Material*	CY	100		
12	Aggregate Base (8") (Roadway)	SY	3589		
13	Aggregate Base (2") (Sidewalk)	SY	3645		
14	2" Asphalt Milling	SY	14327		
15	Asphaltic Concrete Surface (2") (MoDOT BP-1)	TONS	1780		
16	Concrete Pavement (8")	SY	3589		
17	Brick Pavers	SY	483		
18	Class B Concrete Sidewalk (4")	SY	3286		
19	Stamped Concrete Sidewalk (4")	SY	1019		
20	Sidewalk Ramp (inc. Truncated Domes)	SY	67		
21	Standard Upright Curb & Gutter	LF	3757		
22	Commercial Driveway Construction (8" Concrete) (Incl. 4" Mo	SY	983		
23	Storm Sewer Inlet (3' x 2' I.D.) (Type A)	EA	5		
24	Storm Sewer Inlet (3' x 4.5' I.D.) (Modified Combination)	EA	1		
25	Storm Sewer Inlet (3' x 2' I.D.) (Type C)	EA	1		
26	Storm Sewer Inlet (3'8" x 3' I.D.) (Type D)	EA	2		

BASE BID - MAIN STREET - 8TH STREET TO 15TH STREET					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
27	Junction Box 3' x 3' I.D.	EA	1		
28	48" Manhole	EA	2		
29	Storm Sewer Pipe (15") (Class III RCP)	LF	80		
30	Storm Sewer Pipe (18") (Class III RCP)	LF	440		
31	Litter Receptacles	EA	10		
32	Benches	EA	12		
33	"Special" Decorative Planter	EA	5		
34	Mosaic Brick Paver	LS	1		
35	Remove and Replace Existing Signage	LS	1		
36	District Plaques ("Midtown" & "Downtown")	EA	3		
37	4" Yellow Pavement Marking	LF	4948		
38	24" White Pavement Marking	LF	339		
39	Left/Right/Through Turn Arrow White Pavement Marking Syn	EA	5		
40	6" Dashed White Pavement Marking	LF	1173		
41	6" Solid White	LF	2185		
42	Accessible Parking Marking	EA	8		
43	Rail Road Pavement Markings	EA	4		
44	9th ST Traffic Signal, Complete	LS	1		
45	10th ST Traffic Signal, Complete	LS	1		
46	Street Lighting	LS	1		
47	Tree Well Uplighting	LS	1		
48	Traffic Control	LS	1		
49	Tree Well (Downtown) (Inc. Tree Grate & Frame)	EA	11		
50	Tree Well (Midtown)	EA	16		
51	SilvaCell	CF	13346		
52	Coal Schute Remediation	LS	1		

BASE BID TOTAL = _____

BID ALTERNATIVE 1 - 9TH ST RECONSTRUCTION					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
101	Mobilization	LS	1		
102	Contractor Furnished Construction Staking and Surveying	LS	1		
103	Clearing & Grubbing / Tree & Brush Removal	LS	1		
104	Full Depth Asphalt Demo	SY	213		
105	Sidewalk & Drive Removal	SY	741		
106	Curb & Gutter Removal	LF	955		
107	Erosion Control	LS	1		
108	8" Limestone Base (Roadway)	SY	216		
109	2" Limestone Base (Sidewalk)	SY	644		
110	2" Asphalt Milling	SY	1543		
111	Asphaltic Concrete Surface (2") (MoDOT BP-1)	TONS	239		
112	Concrete Pavement (8")	SY	216		
113	Class B Concrete Sidewalk (4")	SY	644		
114	Commercial Driveway Construction (8" Concrete) (Incl. 4" Mo	SY	239		
115	Traffic Control	LS	1		
116	Adjust Manhole	EA	1		

BID ALTERNATIVE 1 (9TH STREET) TOTAL = _____

BID ALTERNATIVE 2 - 10TH ST RECONSTRUCTION					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
201	Mobilization	LS	1		
202	Contractor Furnished Construction Staking and Surveying	LS	1		
203	Clearing & Grubbing / Tree & Brush Removal	LS	1		
204	Full Depth Asphalt Demo	SY	148		
205	Sidewalk & Drive Removal	SY	332		
206	Curb & Gutter Removal	LF	654		
207	Erosion Control	LS	1		
208	8" Limestone Base (Roadway)	SY	79		
209	2" Limestone Base (Sidewalk)	SY	406		
210	2" Asphalt Milling	SY	1264		
211	Asphaltic Concrete Surface (2") (MoDOT BP-1)	TONS	1264		
212	Concrete Pavement (8")	TONS	79		
213	Class B Concrete Sidewalk (4")	SY	406		
214	Commercial Driveway Construction (8" Concrete) (Incl. 4" Mo	SY	244		
215	Traffic Control	LS	1		
216	Adjust Manhole	EA	2		

BID ALTERNATIVE 2 (10TH STREET) TOTAL =

BID ALTERNATIVE 3 - 12TH ST RECONSTRUCTION					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
301	Mobilization	LS	1		
302	Contractor Furnished Construction Staking and Surveying	LS	1		
303	Clearing & Grubbing / Tree & Brush Removal	LS	1		
304	Full Depth Asphalt Demo	SY	206		
305	Sidewalk & Drive Removal	SY	582		
306	Curb & Gutter Removal	LF	982		
307	Erosion Control	LS	1		
308	8" Limestone Base (Roadway)	SY	187		
309	2" Limestone Base (Sidewalk)	SY	456		
310	2" Asphalt Milling	SY	1521		
311	Asphaltic Concrete Surface (2") (MoDOT BP-1)	TONS	1521		
312	Concrete Pavement (8")	TONS	187		
313	Class B Concrete Sidewalk (4")	SY	456		
314	Commercial Driveway Construction (8" Concrete) (Incl. 4" Mo	SY	184		
315	Traffic Control	LS	1		
316	Adjust Manhole	EA	2		

BID ALTERNATIVE 3 (12TH STREET) TOTAL = _____

BID ALTERNATIVE 4 - 13TH ST RECONSTRUCTION					
ITEM NO.	**DESCRIPTION**	**UNIT**	**ESTIMATED QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
401	Mobilization	LS	1		
402	Contractor Furnished Construction Staking and Surveying	LS	1		
403	Clearing & Grubbing / Tree & Brush Removal	LS	1		
404	Full Depth Asphalt Demo	SY	250		
405	Sidewalk & Drive Removal	SY	729		
406	Curb & Gutter Removal	LF	934		
407	Erosion Control	LS	1		
408	8" Limestone Base (Roadway)	SY	247		
409	2" Limestone Base (Sidewalk)	SY	580		
410	2" Asphalt Milling	SY	1281		
411	Asphaltic Concrete Surface (2") (MoDOT BP-1)	TONS	1281		
412	Concrete Pavement (8")	TONS	247		
413	Class B Concrete Sidewalk (4")	SY	580		
414	Commercial Driveway Construction (8" Concrete) (Incl. 4" Mo	SY	308		
415	Traffic Control	LS	1		
416	Adjust Manhole	EA	2		

BID ALTERNATIVE 4 (13TH STREET) TOTAL = _____

BID ALTERNATIVE 5 - 14TH ST RECONSTRUCTION					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
501	Mobilization	LS	1		
502	Contractor Furnished Construction Staking and Surveying	LS	1		
503	Clearing & Grubbing / Tree & Brush Removal	LS	1		
504	Full Depth Asphalt Demo	SY	209		
505	Sidewalk & Drive Removal	SY	747		
506	Curb & Gutter Removal	LF	945		
507	Erosion Control	LS	1		
508	8" Limestone Base (Roadway)	SY	218		
509	2" Limestone Base (Sidewalk)	SY	648		
510	2" Asphalt Milling	SY	1471		
511	Asphaltic Concrete Surface (2") (MoDOT BP-1)	TONS	1471		
512	Concrete Pavement (8")	TONS	218		
513	Class B Concrete Sidewalk (4")	SY	648		
514	Commercial Driveway Construction (8" Concrete) (Incl. 4" Mo	SY	227		
515	Traffic Control	LS	1		
516	Adjust Manhole	EA	4		

BID ALTERNATIVE 5 (14TH STREET) TOTAL = _____

BID TOTAL SUMMARY SHEET

BASE BID TOTAL = _____

BID ALTERNATIVE 1 (9TH STREET) TOTAL = _____

BID ALTERNATIVE 2 (10TH STREET) TOTAL = _____

BID ALTERNATIVE 3 (12TH STREET) TOTAL = _____

BID ALTERNATIVE 4 (13TH STREET) TOTAL = _____

BID ALTERNATIVE 5 (14TH STREET) TOTAL = _____

CONTRACTOR INFORMATION

Contractor: _____

Address: _____

_____

Phone: _____

Fax: _____

Email: _____

Total Base Bid: Proposal for the Construction of Joplin, MO MAIN STREET STREETSCAPES - 8TH ST TO 15TH ST
(to agree with the "ITEMIZED BID FORM")

$_____(in numbers)

$
_____(
in words)

(In case of discrepancy, the amount shown in words will govern)

Contractors acknowledges receipt of Addenda No(s):_____

Signature: _____

Title: _____

Date: _____

BID BOND

PLACEHOLDER

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____

_____being first duly sworn, deposes and says that he is

_____

(Title of Person Signing)

Of _____

_____

Name of Bidder

That all statements made and facts set out in the proposal for the above project are true and correct: and the bidder (The person, firm, association or corporation make said bid)

Has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the said bid or any contact which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

Sworn to before me this _____day of _____20_____.

_____

Notary Public

My Commission Expires _____

AFFIDAVIT OF COMPLIANCE

Section 285.530.2

State of Missouri)
) ss
County of_____)

Now this_____day of _____, 20_____, the undersigned, being first duly sworn, deposes and says:

- I am more than 18 years of age.
- I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations

  Director of_____.
  (Name of Corporation, LLC, Sole Proprietorship, or Partnership)
- I am authorized to make this affidavit on behalf of_____.
  (Name of Business Entity, Same as Above)
- I state and affirm that_____is enrolled and is currently
  (Name of Business Entity, Same as Above)
  participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
- Further, _____does not knowingly employ any person
  (Name of Business Entity, Same as Above)
  who is unauthorized alien.
- Further, _____has performed an electronic verification
  (Name of Business Entity, Same as Above)
  check as described above on all workers hired since January 1, 2009, or obtained documents required for completion of a Federal I-9 Form before it began participating in E-Verify.
- Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

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

_____
(Authorized Agent, Partner, Owner, or Officer)

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

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

_____

(Human Relations Director)

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

FURTHER, THE AFFIANT SAYETH NOT

_____

(Signature)

On this_____day of_____in the year 20_____, before me,

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

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

_____

(Notary Public)

My Commission Expires: _____

SUBCONTRACTOR DISCLOSURE FORM

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

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

If the information is not available at the time of bid the bidder shall submit the "Subcontractor Disclosure Form" pages with the Contracting Authority on or before 4:00 p.m. of the third business day after the bid opening date, directly to Director of Public Works, 602 S Main Street, Joplin, MO 64801. Telefax transmittal to Director of Public Works will be permitted at fax no.(417) 625-4738. The complete signed original documents do not need to be mailed to the City of Joplin, but the bidder shall have it available if requested by the City of Joplin.

(ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	DOLLAR VALUE of SUBCONTRACT	CATEGORY OF WORK

Company Date By (Signature) Title

By (Please Print name of person signing)

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: City of Joplin Main Street Streetscapes

8th ST to 15th ST

County: Jasper

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

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

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

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

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

_____

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

Company: _____

By:_____

Date:_____

Title: _____

AGREEMENT
BETWEEN
CITY OF JOPLIN AND _____

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: **MAIN STREET STREETSCAPES – 8TH ST TO 15TH ST**	

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

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

MAIN STREET STREETSCAPES – 8TH ST TO 15TH ST

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 270 calendar days. The Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

b. Davis Bacon. The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and

subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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

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

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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, Sovereign Immunity Limits | Missouri Department of Insurance

As of January 1, 2026, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at Three Million Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

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

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

(Reference can be made to "The System for Award Management" website as a helpful resource).

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

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

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

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

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

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

6. Contractor's Responsibility for Subcontractors.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

9. Changes. Owner may, from time to time, request changes in the scope of the services of the Contractor to be

performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

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

11. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (2025-Spec-Review-Final-Copy) Contractor (or surety) shall be liable to the City in the amount of $700.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

12. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

13. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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

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

16. Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency

which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

17. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

j. If the Contractor uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties

shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

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

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

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

21. **Contract Documents**. Contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

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

22. **Subsurface Conditions**. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

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

24. **Environmental Compliance (24 CFR 85.36(i)(12)).** The Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

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

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

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

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

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

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

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

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

27. Anti-Lobbying. The Contractor shall ensure that 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.

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

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

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

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

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

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

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

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

fall on the next regular business day for the receiving party.

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

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

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

34. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that CONTRACTOR will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. CONTRACTOR agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the City, and the City will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

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

a) Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

regulations, and orders.

f) Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

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

h) Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

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

a) Evidence of a "good faith effort" includes, but is not limited to:
b) The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) The Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

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

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

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial

part by, persons residing in the area of the project.

b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.

d) The consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor 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 subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

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

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

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

forms of compensation, and selection for training including apprenticeship.

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

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

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

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

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

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

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

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

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

46. Conflict of Interest.

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

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

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

services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

48. CERTIFICATION OF NONSEGREGATED FACILITIES. (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

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

a) If Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

50. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

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

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

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

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

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

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

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

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

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

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

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

61. Section 70914 Build America, Buy America Preference

Pursuant to the General Applicability Waiver of Build America, Buy America Provisions (BAP) as Applied to Recipients of HUD Federal Financial Assistance, funds obligated on or after November 14, 2022, for grants to non-tribal entities, and May 14, 2023, for grants to Tribes and TDHEs, must comply with section 70914 of the Act, including by the incorporation of a BAP in the terms and conditions of each Federal award with an infrastructure project. BAP means that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. "All manufacturing processes" for construction materials includes the final manufacturing process and the immediately preceding manufacturing stage for the construction material.
(4) section 70917© materials are produced in the United States. The term "section 70917(c) materials" is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. The Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Award Recipient, Contractor, or Development Owner will document that any materials subject to Section 70914 is domestically sourced, included in bid responses, and certify any change in sourced materials if compliant prior to project closeout and request for payment for retainage.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

CONTRACTOR

By: _____

Printed Name: _____

Title:_____

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

_____
Daniel Johnson, P.E., Public Works Director

CONTRACTOR'S BOND NO.

FOR CITY CONTRACTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

(Contractor)

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, in the total aggregate penal sum of Dollar Amount Written Out AND xx/100 DOLLARS ($xxxxxxxX.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 _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

(PROJECT)

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 _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____ Leslie Haase,
Director of Finance Printed Name/Title

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

(CONTRACTOR)

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)
_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, 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 Dollar Amount Written Out and xx/100 DOLLARS ($xxxxxxxxxx.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

MAIN STREET STREETSCAPES – 8TH ST TO 15TH ST

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 commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL,

OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____ Leslie Haase,
Director of Finance Printed Name/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.

EDI CPF - SECTION 3 FORMS

TABLE A: BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

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

_____
Company

_____
Project Name

_____
Project Number

_____
Person Completing Form

_____
Date

TABLE B: BIDDER'S SECTION 3 ESTIMATED LABOR HOURS

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

_____
Company

_____
Project Name

_____
Project Number

_____
Person Completing Form

_____
Date

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

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.

_____

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

_____

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

_____ _____

Signature of Certifying Official Date

STATE OF MISSOURI

COUNTY OF_____

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

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

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

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

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

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

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

Further, Affiant sayeth not.

_____

Affiant

Subscribed and sworn to before me this_____day of_____, 20___. Commission#

FEDERAL LABOR STANDARDS PROVISIONS

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

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

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

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

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

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

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

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

CERTIFICATE OF CONTRACTOR

_____certifies that he/she is the _____
(Title)

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

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

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

the Owner for the construction of Main Street Streetscapes - 8TH ST to -15TH ST, the Project; and that he/she is legally authorized to and does make this certificate on behalf of said Contractor.

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

By_____

Date_____

For_____

SUBCONTRACTOR DISCLOSURE FORM

COMPANY _____

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

SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE
Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

SIGNATURE_____TITLE_____DATE _____

STATE OF MISSOURI PREVAILING WAGE LAW AND RULES

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

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

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

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

PREVAILING WAGE LAW, CHAPTER 290

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

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

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

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

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

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

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

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

or in part by public funds.

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

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

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

290.230 Prevailing wage rates required on construction of public works.

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

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

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

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

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

290.250 Prevailing wage, incorporation into contracts -- failure to pay, Penalty -- complaint of violation, public body or prime contractor to withhold payment. Every public body authorized to contract for or construct public works, before advertising for bids or undertaking such construction shall request the department to determine the prevailing rates of wages for workmen for the class or type of work called for by the public works, in the locality where the work is to be performed. The department shall determine the prevailing hourly rate of wages in the locality in which the work is to be performed for each type of workman required to execute the contemplated contract and such determination or schedule of the prevailing hourly rate of wages shall be attached

to and made a part of the specifications for the work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract, what is the prevailing hourly rate of wages in the locality for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all workmen employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. It shall also require in all contractor's bonds that the contractor include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by the contract. The contractor shall forfeit as a penalty to the state, county, city, and county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of Sections 290.210 to 290.340 committed in the course of the execution of the contract, and when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of Sections 290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the provisions of Sections 290.210 to 290.340 and if payment has already been made to him, the contractor may recover from the amount of the penalty in a suit at law.

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

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

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

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

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

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

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

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

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

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

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

(2) A certified copy of the initial determinations so made shall be filed immediately with the

secretary of state and with the department in Jefferson City. Copies shall be supplied by the department to all persons requesting them within ten days after filing.

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

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

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

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

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

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

(9) Any annual wage order made for a particular occupational title in a locality may be altered once each year, as provided in this subsection. The prevailing wage for each such occupational title may be adjusted on the anniversary date of any collective bargaining agreement that covers all persons in that particular occupational title in the locality in accordance with any annual incremental wage increases set in the collective bargaining agreement. If the prevailing wage for an occupational title is adjusted pursuant to this subjection, the employee's representative or employer in regard to such collective bargaining agreement shall notify the department of this adjustment, including the effective date of the adjustment. The adjusted prevailing wage shall be

in effect until the next final annual wage order is issued pursuant to this section. The wage rates for any particular job, contracted and commenced within sixty days of the contract date, which were set as a result of the annual or revised wage order, shall remain in effect for the duration of that particular job.

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

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

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

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

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

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

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

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

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

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

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

290.305 Rebates by workmen prohibited, exceptions. No person, firm, or corporation shall violate the wage provisions of any contract contemplated in Sections 290.210 to 290.340 or suffer or require any employee to work for less than the rate of wages so fixed, or violate any of the provisions contained in Sections 290.210 to 290.340. Where workmen are employed and their rate of wages has been determined as provided in Sections 290.210 to 290.340, no person, either for himself or any other person, shall request, demand, or receive, either before or after such

workman is engaged, that such workman pay back, return, donate, contribute, or give any part or all of said workman's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent such workman from procuring or retaining employment, and no person shall, directly or indirectly, pay, request, or authorize any other person to violate this section. This section does not apply to any agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization.

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

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

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

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

290.335 Notice of violation, failure to comply, attorney general shall sue, injunctive relief

authorized - If it is found that a public body, contractor, or subcontractor has not complied with any of the terms of Sections 290.210 to 290.340, the department shall give notice of the precise violations in writing to such public body, contractor, or subcontractor. Sufficient time may be allowed for compliance therewith as the department deems necessary. After the expiration of the time prescribed in said notice, the department may, in writing, inform the Attorney General of the fact that such notice has been given, and that the public body, contractor, or subcontractor or the authorized representative or agent thereof to whom it was directed has not complied with such notice. Upon receipt thereof, the Attorney General shall, at the earliest possible time, bring suit in the name of the state in the circuit court of the county in which such public body is located or where any such contractor or subcontractor is engaged in any further work or payments thereunder if the contract has been awarded, until the requirements of such notice are fully complied with. The court may issue a temporary restraining order with due notice to the defendant in such action. The plaintiff shall, in any such injunctive action, post an adequate bond to be set by the circuit judge. Upon final hearing thereof, if the court is satisfied that the requirements of the notice by the department to the defendant were not unreasonable or arbitrary, it shall issue an order enjoining the awarding of such contract for a public works, or any further work or payments thereunder if the contract has been awarded, until the notice is fully complied with. Such injunction shall continue operative until the court is satisfied that the requirements of such notice have been complied with and the court shall have an exercise with respect to the enforcement of such injunctions all the power in it in other similar cases. Both the plaintiff and the defendant in such action have the same rights of appeal as are provided by law in other injunction proceedings.

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

RULES OF DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS CHAPTER 3 - PREVAILING WAGE LAW RULES

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

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

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

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

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

(5) It should be understood by all interested parties that the certified prevailing wage rates

determined by the department are minimum wage rates. The contractor may not pay less than the prevailing wage rates determined by the department for the project or contract awarded to him/her as set forth in the proposal on which s/he submitted his/her bid. Employees are free to bargain for a higher rate of pay and employers are free to pay a higher rate of pay.

(6) Where classification of workers not included in the original contract is desired, the public body shall request the department to issue a determination of the prevailing hourly rate of wages in the appropriate localities. In these cases, it shall be the responsibility of the public body to make an arrangement with the contract that would result in compliance with the wage determinations, as though they were a part of the original contract.

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

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

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

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

8 CSR 30-3.020 DEFINITIONS (PURPOSE: This rule sets forth the definition of certain terms for purposes of issuance and use of wage determinations under the Prevailing Wage Law, sections

290.210-290.340, RSMo and the rules in this chapter.

(1) The term construction of public works generally includes construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The term includes, without limitation, the construction of buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies, or equipment is not construction of public works within the meaning of the Prevailing Wage Law unless conducted in connection with and at the site of construction. The term construction of public works also means all work done in the construction or development of a public works project, including, without limitation, altering, remodeling, demolishing existing structures, installation on the site of the construction of items fabricated off-site, painting, and decorating, the transporting of materials and supplies to or from the site of the construction by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the construction by persons employed by the contractor or subcontractor.

(2) The term major repair, for purposes of identifying construction subject to the Prevailing Wage Law, means the repair of an existing facility, such as a roof or other existing system or work that performs a unique and necessary function, where the amount of repair involves twenty percent (20%) or more of the roof or other existing facility. If the size, type, or extent of the existing facilities is changed or increased, the work performed shall constitute construction subject to the Prevailing Wage Law. A project shall be considered to be maintenance work, as opposed to major repair subject to the Prevailing Wage Law, if the repair involves less than twenty percent (20%) of the existing facility and the size, type, or extent of the existing facility is not changed or increased.

(3) The term site of the building or construction job means the physical place(s) where the public works are to be constructed, and also means other adjacent or nearby property used by the contractor or subcontractor in that construction which can reasonably be said to be included in the site. Except as otherwise provided in this section, fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, and the like are part of the site of the building or construction job provided they are dedicated in a substantial degree to the performance of the public works project, and are so located in proximity to the actual construction location that it would be reasonable to include them. The dedication of seventy-five percent (75%) or more of the output of a fabrication plant, batch plant, and the like to the public works project raises a rebuttable presumption that such a facility is part of the site of the building or construction job. The presumption may be rebutted by evidence showing that the facility was established for other legitimate commercial purposes that make the facility useful well after the public works project has been completed. Not included in the site of the building or construction job are permanent home offices, branch plant establishments, fabrication plants and tool yards of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular public works project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, and the like, of a commercial supplier or materialman which are

established by a supplier of materials for the project before opening of bids and not on the project site are not included in the site of the building or construction job. The permanent, previously established facilities are not a part of the site of the building or construction job, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a public works project.

8 CSR 30-3.030 Apprentices and Trainees (PURPOSE: This rule sets forth the requirements for the payment of apprentice wages for workers employed on public works subject to the Prevailing Wage Law.)

(1) Journeyman's rate of pay shall be paid to all workers employed on public works construction except apprentices and trainees registered and participating in apprentice or trainee programs registered with the United States Department of Labor, Bureau of Apprenticeship and Training; and apprentices and trainees registered and participating in apprenticeship and skill training programs certified by the Secretary of the United States Department of Transportation as promoting equal opportunity in connection with federal-aid highway construction programs.

(2) Apprentices shall be permitted to work at less than the predetermined rate for the class or type of work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the United States Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training. The allowable ratio of apprenticeship to journeymen on the site of the construction for any class or type of workers shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on the payroll at an apprenticeship wage rate, who is not registered or otherwise employed as stated in this rule, shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. In addition those apprentices performing work on the site of the construction who are in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the class or type of work actually performed. Every apprentice shall be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate for the class or type of worker specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. In the event the Bureau of Apprenticeship and Training withdraws approval of an apprenticeship program, the contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the class or type of work performed until an acceptable program is approved.

(3) Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the United States Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly

rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination for the applicable class or type of work performed. Any employee listed on the payroll at a trainee rate who is not registered and participating in a Training Plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, anytrainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(4) Workers employed on federal-aid highway construction projects may be paid at an apprentice or trainee rate of pay if enrolled in an apprenticeship or skill training program which has been certified by the Secretary of the United States Department of Transportation pursuant to 23 USC 113. In the event the Secretary of Transportation withdraws approval of a program, the contractor will no longer be permitted to pay workers less than the applicable predetermined rate for the work performed until an acceptable program is approved.

8 CSR 30-3.040 Classifications of Construction Work (PURPOSE: The Department of Labor and Industrial Relations has the responsibility under section 290.260, RSMo to determine the prevailing hourly rate of wages to be paid to workers engaged in work of a similar character. This rule establishes classifications of construction work for the department to use in determining the prevailing hourly rate of wages for work of a similar character.)

(1) All public works construction, for which the prevailing hourly rate of wages ofworkers are to be determined, shall be classified as either:

(A) Building construction; or
(B) Highway and heavy construction.

(2) Building construction shall mean the following:

(A) Building structures, including modification, additions or repairs, or both, to be used for shelter, protection, comfort, convenience, entertainment, or recreation, or for protection of people or equipment;
(B) Buildings at an airport project, such as terminal buildings, freight buildings, and any other construction necessary for the operation of the airport facilities;
(C) Stadiums, athletic fields, dressing rooms, bleachers, and all other buildings needed in connection with an athletic or entertainment facility;
(D) Entire buildings that are built aboveground in connection with highway, subway, or tunnel projects, such as tool stations or housing for mechanical equipment;
(E) Excavation for the building itself, including backfilling inside and outside the building;
(F) Storm and sanitary sewers inside the building and to the curb line;

(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or other utility or communication lines inside a building and to the curb line;
(H) Sidewalks other than those that are poured in connection with a street or road project;
(I) Driveways that are built to serve a building;
(J) Parking lots connected to a building and all structures built as parking facilities;
(K) Retaining walls built in conjunction with a building project;
(L) Demolition of a building(s) as part of the site preparation for new building construction;
(M) Landscaping of building sites or the planting of all shrubbery that is incidental to building construction as defined in section (2); and
(N) Work on water and wastewater treatment plants within the fence line.

(3) Highway and heavy construction shall mean the following:
(A) Work in conjunction with roads, streets, parkways, alleys, and highways, including, but not limited to grading, paving, curbing, signs, fences, guard rails, bridges, lighting, retaining walls, and landscaping;
(B) Work on viaducts, overpasses, underpasses, drainage projects, aqueducts, irrigation projects, flood control projects, reclamation projects, reservoir filtration and supply projects, water power, duct lines, distribution lines, pipe lines, locks, dikes, levees, revetments projects, excluding work specifically defined as building construction;
(C) Work in connection with underground construction on tunnels and shafts;
(D) Railroad work in its entirety, including elevated railroads;
(E) Main and side sewers;
(F) Work in connection with airports, such as runways, roads and streets, but excluding that which is listed as building construction;
(G) Work in connection with telephone, electrical, water, oil, gas, or fuel lines, or any other utility or communication lines from the curb line;
(H) Sidewalks when poured incidental to a street or road project;
(I) Parking lots not incidental to a building construction project; and
(J) Demolition of all buildings as part of site preparation for any highway and heavy construction as is otherwise defined in section (3).

(4) On public works contracts that involve both classifications of construction as defined in sections (2) and (3) of this rule, the Department of Labor and Industrial Relations shall issue a determination including both of these classifications.

8 CSR 30-3.050 Posting of Prevailing Wage Rates (PURPOSE: This rule sets forth the requirements for the posting of prevailing wage rates on public works projects subject to the Prevailing Wage Law.)

(l) Contractors and subcontractors engaged in public works projects shall post the prevailing hourly rate of wages in a dry, accessible place within the field office at the site of the building or construction job. On public works projects for which no field office is needed or established, such as road construction, sewer lines, pipelines and the like, a contractor/subcontractor may post the prevailing hourly rates of wages at the

contractor/subcontractor's local office or batch plant, so long as the contractor/subcontractor provides a copy of the prevailing hourly wage rates to any worker upon request. Prevailing hourly wage rates must be posted and maintained in a clearly legible condition for the duration of the public works project as provided by law.

OVERTIME
and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

FEDERAL LABOR STANDARDS AND WAGE RATE REQUIREMENTS

ATTACHMENT TO FEDERAL LABOR STANDARDS PROVISION
SO-CALLED ANTI-KICKBACK ACT AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., SECTION 374

(Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C. sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building, or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than $1,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948,62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C. sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States, including a provisions that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

…xxx…

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term “this part” as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

TITLE 29 – LABOR

PART 3 – CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES.

Section 3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c) popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works, or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms “Building” or “work” generally include construction activity as distinguished from manufacturing, furnishing of materials, or serving and maintenance work. The terms include, without imitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees and canals, dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquired title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured of furnished) is not a “building” or “work” within the meaning of the regulations in this part.

(b) The terms “construction”, “prosecution”, “completion”, or “repair” mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting, and decorating, the transporting of materials and supplied to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work by persons employed at the site by the contractor or subcontractor.

(c) The terms “public building” or “public work” include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term “building or work financed in whole or in part by loans or grants from the United States” includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is “employed” and receiving “wages” regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term “any affiliated person” includes a spouse, child, parent, or other close relative of the contractor or subcontractor, a partner or officer of the contractor or subcontractor, a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term “Federal agency” means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States, and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term employee shall not apply to persons in

classifications higher than that of laborer or mechanic and those who are immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH348, "Statement of Compliance", or on any form with identical wording. Sample copies of WH347 and WH348 may be obtained from the Government contracting or sponsoring agency and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available or shall be transmitted together with a report of any violation, in accordance with applicable procedure, prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, hi-correct classification, rate of pay, daily and weekly number of hours worked, deductions

made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

(a) Any deduction made in compliance with the requirements of Federal State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representative of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability or for insurance to provide any of the foregoing or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either; (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees: (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employer to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employer for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessment: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1 938, as amended, and part 531 of this title. When such a deduction is made, the additional records required under §516.27(a) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that.

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise.

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing

and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section.

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6 and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

Wage Rate Requirements

P.L. 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Appropriations Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

P.L. 111-242, “Continuing Appropriations Act, 2011” (Continuing Resolution) extends the time period for including the Davis-Bacon provisions beyond September 30, 2010. Specifically the Continuing Resolution includes the following language: “Such amounts {are appropriated} as may be necessary, at a rate for operations as provided in the applicable appropriations Acts for fiscal year 2010 and under the authority and conditions provided in such Acts…”. EPA’s Office of General Counsel has opined that this statement in the Continuing Appropriations Act requires that the conditions that were made applicable by the language of the FY 2010 appropriation during the term of the Continuing Resolution.

Additional guidance can be located at DOL’s web site at http://www.wdol.gov/index.aspx

1. The Davis-Bacon (DB) prevailing wage requirements apply to the construction, alteration, and repair activity of infrastructure, including all construction, alteration and repair activity involving waste water or drinking water treatment plants is subject to DB. Prime contractors and subcontractors must follow the wage determination incorporated into the prime contract.

2. Contract and Subcontract provisions.

(a) Minimum wages.

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

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

(2) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

determination.

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

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

(5) The wage rate (including fringe benefits where appropriate) shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(b) Withholding.

(1) The funding recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-

Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records.

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

(2) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the funding recipient, that is, the entity that receives the grant or loan from the MDNR. As to each payroll copy received, the funding recipient shall provide written confirmation in a form satisfactory to the MDNR indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the funding recipient (s) for transmission to the MDNR or EPA if requested by EPA, the MDNR, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the funding recipient (s).

(3) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

(6) The contractor or subcontractor shall make the records required under paragraph (c)(1) of this section available for inspection, copying, or transcription by

authorized representatives of the MDNR, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and trainees.

(l) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction ona project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less

than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(f) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(g) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(h) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a

subcontractor as provided in 29 CFR 5.12.

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

(j) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and funding recipient(s), MDNR, EPA, the U.S. Department of Labor, or the employees or their representatives.

(k) Certification of eligibility.

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

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

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

3. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The following clauses shall be inserted in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in

the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The funding recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

(b) In any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the MDNR and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

4. Compliance Verification

(a) The funding recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence.

(b) The funding recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Funding recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Funding recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The funding recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The funding recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the funding recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Funding recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the funding recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The funding recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 4(b) and (c) above.

(e) Funding recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

Statement of Compliance
(To be submitted with weekly payroll if not using form WH-347)

I hereby certify the following:

1) The payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

_____ _____

Signature of Contractor or Subcontractor Date

FEDERAL WAGE DETERMINATION

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

DETERMINATION FOR
FEDERAL WAGE RATES

"General Decision Number: MO20260001 01/09/2026

Superseded General Decision Number: MO20250001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026

CARP0002-002 05/01/2024

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters	$ 41.71	21.85

CARP0005-006 05/01/2024

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS	$ 44.63	22.40
MILLWRIGHTS & PILEDRIVERS	$ 44.63	22.40

CARP0011-001 05/01/2024

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX,LINN, MACON, MILLER, MONITEAU,MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES	$ 35.61	22.40
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL,DAVIESS, DEKALB,GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY,ST. CLAIR, SALINE AND WORTH COUNTIES	$ 34.98	22.40
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES	$ 35.61	22.40
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY,JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES	$ 33.25	22.40
BENTON, MORGAN AND PETTIS	$ 34.98	22.40
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES	$ 35.37	22.40
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES	$ 34.98	22.40
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES	$ 34.04	22.40
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES	$ 35.37	22.40
FRANKLIN COUNTY	$ 42.19	22.40
JEFFERSON AND ST. CHARLES COUNTIES	$ 42.19	22.40
LINCOLN COUNTY	$ 38.04	22.40
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES	$ 36.13	22.40
WARREN COUNTY	$ 38.04	22.40

ELEC0001-002 06/22/2025

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN, IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY,REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD, WARREN, WASHINGTON AND WAYNE COUNTIES

	Rates	Fringes
Electricians	$ 49.29	33.642

ELEC0002-001 08/31/2025

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN, MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY, MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	$ 49.68	36.5%+7.50
Groundman & Truck Driver....	$ 37.95	36.5%+7.50
Lineman & Cable Splicer.....	$ 57.88	36.5%+7.50

ELEC0053-005 08/31/2025

ANDREW, ATCHINSON, BARRY, BARTON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL, CASS, CEDAR, CHRISTIAN, CLAY, CLINTON, DADE, DALLAS, DAVIES, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, LAFAYETTE, JACKSON, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, JOHNSON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, PETTIS, PLATTE, POLK, RAY, SALINE, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES

	Rates	Fringes
Line Construction:		
Groundman Powderman.....	$ 38.44	1.5%+20.18
Groundman.....	$ 35.86	1.5%+25.34
Lineman Operator.....	$ 52.45	1.5%+19.34
Lineman.....	$ 58.15	1.5%+26.69

ELEC0095-001 06/01/2025

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

	Rates	Fringes
Electricians:		
Cable Splicers.....	$ 25.40	12.19
Electricians.....	$ 32.25	20.81

ELEC0124-007 09/01/2025

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

	Rates	Fringes
Electricians.....	$ 54.01	27.85

ELEC0257-003 03/01/2025

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN, CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES, MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers.....	$ 30.42	16.085
Electricians.....	$ 40.50	23.26

ELEC0350-002 12/01/2024

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

	Rates	Fringes
Electricians.....	$ 37.60	22.145

ELEC0453-001 09/01/2024

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES.	$ 32.40	19.11
PULASKI and TEXAS COUNTIES..	$ 39.70	19.84
STONE and TANEY COUNTIES....	$ 28.65	18.34

ELEC0545-003 06/01/2025

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER,

GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY,
AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:	$ 43.20	21.50

ELEC0702-004 01/06/2025

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

	Rates	Fringes
Line Construction:		
Groundman - Class A	$ 38.18	29%+8.85
Groundman-Equipment Operator Class II (all other equipment)	$ 46.49	29%+8.85
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)	$ 52.13	29%+8.85
Lineman	$ 74.55	29%+8.85

ENGI0101-001 05/01/2025

AREA 1
ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,
CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,
HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,
LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH
COUNITES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 38.83	21.87
GROUP 2	$ 38.43	21.87
GROUP 3	$ 36.43	21.87

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: (a) Oiler;
(b) Oiiler driver
(c) Mechanic.

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

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

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

or over (including jib.)

ENGI0101-005 04/01/2025

CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 40.17	22.29
GROUP 2	$ 39.13	22.29
GROUP 3	$ 34.66	22.29
GROUP 4	$ 38.01	22.29

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

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

ENGI0101-022 05/01/2025

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 36.60	19.32
GROUP 2	$ 36.25	19.32
GROUP 3	$ 36.05	19.32
GROUP 4	$ 34.00	19.32

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with

compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

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

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive $ .25 above GROUP 1 rate:
Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive $ .50 above GROUP 1 rate:
Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive $ .75 above GROUP 1 rate:
Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/05/2025

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 45.96	30.96
GROUP 2	$ 45.96	30.96
GROUP 3	$ 44.66	30.96
GROUP 4	$ 44.22	30.96

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreaker; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Cimbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating

Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self- propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjenction with an air compressor, operator shall be paid $ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2""; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - $2.00;
Crane,climbing (such as Linden) - $.50;
Crane, Pile Driving and Extracting - $ .50
Crane with boom (including job) over
 100 ft from pin to pin - add $.01 per foot
 to maximum of $4.00);
Crane, using rock socket tool - $ .50;
Derrick, diesel, gas or electric hoisting material
 and erecting steel (150 ft or more above ground) - $ .50;
Dragline, 7 cu yds and over - $ .50;
Hoist, Three or more drums in use - $ .50;
Scoop, Tandem - $.50;
Shovel, Power - 7 cu yds and over - $ .50;
Tractor, Tandem Crawler - $ .50;
Tunnel, man assigned to work in tunnel or
 tunnel shaft - $ .50;
Wrecking, when machines are working on
 second floor or higher - $ .50

 ENGI0513-006 05/01/2025

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

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 40.39	30.33
GROUP 2	$ 40.04	30.33
GROUP 3	$ 39.84	30.33
GROUP 4	$ 36.19	30.33

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

  GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; guad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

  GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller

operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4"" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4"" & over one.

FOOTNOTE: HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oiler - $2.00
Certified Crane Operator - $1.50;
Certified Hazardous Material Operator $1.50;
Crane, climbing (such as Linden) - $0.50;
Crane, pile driving and extracting - $0.50;
Crane, with boom (including jib) over 100' from pin to pin add $0.01 per foot to maximum of $4.00;
Crane, using rock socket tool - $0.50;
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - $0.50;
Dragline, 7 cu. yds, and over - $0.50;
Hoist, three or more drums in use - $0.50; Scoop, Tandem - $0.50;
Shovel, power - 7 cu. yds. or more - $0.50;
Tractor, tandem crawler - $0.50;
Tunnel, man assigned to work in tunnel or tunnel shaft - $0.50;
Wrecking, when machine is working on second floor or higher - $0.50;

ENGI0513-007 05/05/2025

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 45.96	30.96
GROUP 2	$ 45.96	30.96
GROUP 3	$ 44.66	30.96
GROUP 4	$ 44.22	30.96

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; athey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills nd any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered

over 2""; pumps, electric submersible, two through six, over 4""; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2"" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add $.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2025

	Rates	Fringes
Ironworkers: ANDREW, BARTON, BENTON, CAMDEN, CEDAR, CHARITON, CHRISTIAN, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties	$ 36.00	34.25
ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, SALINE, AND RAY COUNTIES	$ 39.00	34.25

IRON0010-020 04/01/2025

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

	Rates	Fringes
Ironworkers:	$ 36.00	34.25

IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker	$ 27.00	20.96

IRON0396-004 08/06/2025

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,

FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE. GENEVIEVE, and REYNOLDS Counties; and portions of MADISON, PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker	$ 44.27	31.65

IRON0396-009 08/07/2024

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES, MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL, LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker	$ 41.67	31.25

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* IRON0577-005 06/01/2025

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

	Rates	Fringes
Ironworker	$ 36.30	25.80

IRON0782-003 08/01/2023

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only	$ 38.77	29.51
All Other Work	$ 33.47	24.12

LABO0042-003 06/04/2025

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer	$ 40.82	17.56

LABO0042-005 06/04/2025

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman	$ 40.82	17.56
Laborers, Flaggers	$ 40.82	17.56
Wrecking	$ 40.82	17.56

LABO0110-005 05/01/2025

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1	$ 40.36	15.96
GROUP 2	$ 40.36	15.96
LABORER (Washington County)		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air

is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO0579-005 05/01/2023

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1	$ 29.04	16.59
GROUP 2	$ 29.39	16.59
LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST.CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)		
GROUP 1	$ 28.23	15.60
GROUP 2	$ 28.78	15.60
LABORER (LAFAYETTE COUNTY)		
GROUP 1	$ 29.78	15.85
GROUP 2	$ 30.13	15.85

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggie man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0660-004 05/01/2025

Clark, Knox, Lewis, Marion, Pike, Ralls, Scotland, Shelby

Counties

	Rates	Fringes
LABORER		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO0660-006 06/02/2025

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General)	$ 36.91	15.62
Lincoln, Monntomery, and Warrner Counties	$ 39.76	15.96
St. Charles County	$ 41.18	15.96

LABO0662-001 05/01/2025

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6)

ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO0663-002 04/01/2025

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 36.24	15.87
GROUP 2	$ 37.45	15.87

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer,water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman,asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

LABO0840-011 05/01/2025

Crawford, Dent, Franklin, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties

	Rates	Fringes
LABORER (Crawford, Dent, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties)		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96
LABORER (Franklin County)		
GROUP 1	$ 40.31	15.96
GROUP 2	$ 40.31	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO0955-012 05/01/2025

Adair, Audrain, Boone, Chariton, Cooper, Howard, Linn, Macon, Monroe, Putnam, Randolph, Schuyler and Sullivan Counties

	Rates	Fringes
LABORER		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade

checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO1104-005 05/01/2025

Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, Scott, St Francois, Ste Genevieve, Stoddard and Wayne Counties

	Rates	Fringes
LABORER		
GROUP 1	$ 37.25	15.96
GROUP 2	$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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PAIN0002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller; Taper	$ 28.61	10.24
High work over 60 feet	$ 29.11	10.24
Lead Abatement	$ 29.36	10.24
Pressure Roller; High work under 60 ft	$ 28.86	10.24
Spray & Abrasive Blasting; Water Blasting (Over 5000 PSI)	$ 30.61	10.24
Taper (Ames Tools & Bazooka)	$ 30.21	10.24

PAIN0002-006 04/01/2023

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.

	Rates	Fringes
Painters:		
Bridges, Dams, Locks or Powerhouses	$ 28.49	15.03

Brush and Roll; Taping, Paperhanging	$ 26.49	15.03
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement	$ 27.49	15.03
Spray; Structural Steel (over 50 feet)	$ 27.49	15.03
Tapers using Ames or Comparable Tools	$ 27.24	15.03

PAIN0003-004 04/01/2019

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

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 33.41	17.76
Brush & Roller	$ 30.54	17.76
Drywall	$ 31.74	17.76
Paper Hanger	$ 31.04	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 32.41	17.76
Steeplejack	$ 36.98	17.76

PAIN0003-011 04/01/2019

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 26.73	17.76
Brush & Roller	$ 24.43	17.76
Drywall	$ 25.39	17.76
Paper Hanger	$ 24.83	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 26.35	17.76
Steeplejack	$ 29.58	17.76

PAIN1185-008 04/01/2025

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller	$ 33.90	17.21
Floor Work	$ 34.90	17.21
Lead Abatement	$ 33.25	17.21
Spray	$ 34.90	17.21
Structural Steel, Sandblasting and All Tank Work	$ 35.90	17.21
Taping, Paperhanging	$ 34.90	17.21

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* PAIN1292-002 09/01/2025

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	$ 36.53	17.92
Brush & Roller	$ 29.80	17.92
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI)	$ 38.53	17.92

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

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* PAIN1292-003 09/01/2025

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

	Rates	Fringes
Painters:		

Bridges, Stacks & Tanks	$ 36.53	17.92
Brush & Roller	$ 30.95	17.92
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI)	$ 38.53	17.92

Height Rates (All Areas):
0ver 60 ft. $0.50 per hour
Under 60 ft. $0.25 per hour.

PAIN2012-001 04/01/2025

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

	Rates	Fringes
Painters:		
Brush & Roller	$ 36.18	19.97
Sandblaster	$ 40.76	19.97
Steeplejack	$ 44.33	19.97

PAIN2015-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT COUNTIES

	Rates	Fringes
Painters:		
Finisher	$ 20.18	11.33
Painter	$ 19.75	11.76
Sandblaster, High Man, Spray Man, Vinyl Hanger, Tool Operator	$ 21.18	11.33

PLAS0518-006 03/01/2025

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 30.37	12.43

PLAS0518-007 04/01/2025

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Cement Masons:	$ 39.06	18.71

PLAS0518-011 04/01/2025

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 40.13	20.50

PLAS0518-019 03/01/2025

Adair, Audrain, Benton, Boone, Callaway, Caldwell, Camden, Carroll, Chariton, Cole, Cooper, Daviess, Gasconade, Grundy, Harrison, Howard, Linn, Livingston, Macon, Maries, Mercer, Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis, Putnam, Randolph, Saline, Schuyler, Shelby and Sullivan Counties

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.52	15.88

PLAS0527-001 04/01/2023

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND WARREN COUNTIES	$ 37.29	20.23
JEFFERSON, ST. CHARLES COUNTIES AND ST.LOUIS (City and County)	$ 38.46	20.13

PLAS0527-004 06/01/2023

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

	Rates	Fringes
CEMENT MASON	$ 32.00	19.72

PLAS0908-001 05/01/2025

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

	Rates	Fringes
CEMENT MASON	$ 35.10	18.78

PLUM0008-003 06/01/2024

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers	$ 56.63	24.54

PLUM0008-017 06/01/2024

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

	Rates	Fringes
Plumbers	$ 56.63	24.54

PLUM0045-003 08/01/2024

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

	Rates	Fringes
Plumbers and Pipefitters	$ 47.45	26.15

PLUM0178-003 11/01/2024

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

	Rates	Fringes
Plumbers and Pipefitters	$ 39.35	15.72

PLUM0178-006 11/01/2022

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects $750,000 & under	$ 32.78	15.32
Projects over $750,000	$ 35.75	15.32

PLUM0533-004 06/01/2024

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

	Rates	Fringes
Pipefitters	$ 55.56	25.80

PLUM0562-004 07/01/2023

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY,CAMDEN, CAPE GIRARDEAU,CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST.FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON,AND WAYNE COUNTIES.

	Rates	Fringes
Plumbers and Pipefitters		
Mechanical Contracts including all piping and temperature control work $7.0 million & under	$ 46.66	21.99
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 46.66	21.99

PLUM0562-016 07/01/2023

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

	Rates	Fringes
Plumbers		
Mechanical Contracts including all piping and temperature control work $7.0 million & under	$ 46.66	21.99
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 46.66	21.99

TEAM0013-001 05/01/2025

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1	$ 35.84	15.85
GROUP 2	$ 35.99	15.85
GROUP 3	$ 36.11	15.85
GROUP 4	$ 35.74	15.85
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1	$ 36.57	15.85
GROUP 2	$ 36.72	15.85
GROUP 3	$ 36.84	15.85
GROUP 4	$ 36.73	15.85
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1	$ 38.93	15.85
GROUP 2	$ 39.08	15.85
GROUP 3	$ 39.15	15.85
GROUP 4	$ 39.04	15.85
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1	$ 37.58	15.85
GROUP 2	$ 38.73	15.85
GROUP 3	$ 37.80	15.85
GROUP 4	$ 37.69	15.85

TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

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TEAM0056-001 05/01/2025

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICHKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1	$ 36.27	15.85
GROUP 2	$ 36.43	15.85
GROUP 3	$ 36.42	15.85

GROUP 4.....$ 36.54 15.85

Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)

GROUP 1.....$ 35.54 15.85
GROUP 2.....$ 35.70 15.85
GROUP 3.....$ 35.69 15.85
GROUP 4.....$ 35.81 15.85

Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)

GROUP 1.....$ 35.93 15.75
GROUP 2.....$ 36.04 15.75
GROUP 3.....$ 36.08 15.75
GROUP 4.....$ 36.08 15.75

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Truck drivers:		
Traffic Control Service Driver	$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2025

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 38.61	15.85
GROUP 2	$ 38.04	15.85
GROUP 3	$ 37.52	15.85

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom ruck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2025

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 37.83	9.85+a+b+c
GROUP 2	$ 37.83	9.85+a+b+c
GROUP 3	$ 37.83	9.85+a+b+c

a. PENSION: 5/1/2012 - $182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive $1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

DAVIS-BACON ACT REQUIREMENTS

Funding Recipient Requirements

If the funding recipient encounters a unique situation at a site that presents uncertainties regarding Davis Bacon (DB) applicability, the funding recipient must discuss the situation with the MDNR before authorizing work on that site.

The funding recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. The funding recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

While the solicitation remains open, the funding recipient shall monitor www.wdol.gov. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The funding recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the funding recipients may request a finding from the MDNR that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The MDNR will provide a report of its findings to the funding recipient.

If the funding recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the MDNR, at the request of the funding recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The funding recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

If the funding recipient carries out an activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the funding recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

Funding recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a funding recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the funding recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or

ordering instrument. If this occurs, the funding recipient shall either terminate the contract or

ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The funding recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

The funding recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

1) The funding recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The funding recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

2) The funding recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the funding recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The funding recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The funding recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

3) The funding recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The funding recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the funding recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The funding recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the funding recipient shall verify evidence of fringe

benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

The funding recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the funding recipient, that is, the entity that receives the grant or loan from the MDNR. As to each payroll copy received, the funding recipient shall provide written confirmation in a form satisfactory to the MDNR indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week.

The funding recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

ATTACHMENT A: FREQUENTLY ASKED QUESTIONS (FAQS)

Section 3 of the Housing & Urban Development Act of 1968

GENERAL QUESTIONS

1. What is Section 3?

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

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

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

3. What does the term ―Section 3 resident‖ mean?

A ―section 3 resident‖ is: 1) a public housing resident; or 2) a low- or very low- income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered assistance is expended.

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

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

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

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

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

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

6. How are ―low-income‖ and very low-income determined?

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

7. What are ―metropolitan areas‖ and ―non-metropolitan counties?

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

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

8. What is a ―new hire‖?

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

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

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

10. What is a Section 3 covered project?

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

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

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

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

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

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

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

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

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

13. Can a non-profit organization be considered a ―business concern‖ for the purposes of Section 3?

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

14. What is a Service Area?

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

APPLICABILITY

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

Housing and community development assistance expended for housing rehabilitation, housing construction, or other public construction.

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

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

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

For example, a city receives $600,000 for CDBG, $150,000 in HOME Funding, and
$75,000 in NSP funding. This represents a total of $825,000 in housing and community development assistance. As such, any construction or rehabilitation activities funded by the city using those funds is covered by Section 3.
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17. Do the requirements of Section 3 apply to grantees on a ―per project‖ basis?

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

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

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

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

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

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

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

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

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

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

22. Are maintenance projects covered by Section 3?

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

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

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

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

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

25. Are professional service contracts covered under Section 3?

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

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

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

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

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

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

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

City of Mountain View is subject to Section 3 requirements because they received over $200,000 in housing and community development funds. However, only the funds expended for Section 3 covered activities must comply with the requirements of Section 3. Therefore, the expenditure of the $180,000 is covered by Section 3. The remaining $30,000 that

was used for fair housing counseling and a revolving loan fund is not covered by Section 3.

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

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

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

CONSISTENCY WITH OTHER LAWS

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

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

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

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

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

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

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

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

RECIPIENT RESPONSIBILITIES

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

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

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

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

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

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

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

Reporting Requirements: Recipient agencies must document all actions taken to comply with the requirements of Section 3: Recipient agencies must submit a Section 3 Annual Summary Report (Form HUD-60002) for all covered

funding to the Office of Fair Housing and Equal Opportunity. Section 3 reports shall be submitted electronically online at: www.hud.gov/section3.

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

In order to target Section 3 residents and businesses, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities to be instrumental for reaching the employment and contracting goals.
It is recommended that recipient agencies establish procedures to certify Section 3 residents and Section 3 business concerns and incorporate some form of preference for employment and contracting opportunities. Thereafter, they should maintain a list of eligible residents and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available.
Refer to the Section 3 Regulations at 24 CFR Part 135.32 for a listing of responsibilities and the Appendix to the Section 3 regulations for additional examples of effective strategies.

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

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

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

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

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

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

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

38. Are recipients, developers, and contractors required to provide long- term employment opportunities, and not

simply seasonal or temporary employment?

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

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

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

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

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

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

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

SECTION 3 PREFERENCE

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

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

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

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

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

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

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

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

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

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

awarded to such businesses described above.

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

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

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

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

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

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

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

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

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

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

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

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

ECONOMIC OPPORTUNITIES/NUMERICALGOALS

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

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

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

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

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

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

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

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

55. What are the Section 3 minimum numerical goals?

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

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

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

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

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

57. What is considered "other" public construction?

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

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

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

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

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

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

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

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

RECORDKEEPING AND REPORTING

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

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

62. Who is required to submit Section 3 reports?

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

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

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

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

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

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

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

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

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

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

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

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

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

§ PHAs should submit form HUD60002 by January 10th.

§ Grantees Awarded funding for Section 202/811 should submit form HUD 60002 by January 10th.

§ Grantees Awarded funding for CDBG, HOME and/or ESG should submit form HUD 60002 at the same time they submit the CAPER report.

§ Grantees Awarded funding for lead abatement activities should submit form HUD 60002 with their annual reports no later than September 30th.

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

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

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

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

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

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

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

No. Agencies are not required to submit Form HUD 2516 to demonstrate compliance with Section 3. In addition, while Form HUD 2516 does capture some Section 3 data, it is not sufficient to demonstrate overall compliance to the Department. The only form that should be submitted for Section 3 reporting requirements is form HUD 60002.

SECTION 3 COMPLAINTS

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

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

73. Where should Section 3 complaints be submitted?

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

74. Where can I find form HUD 958?

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

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

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

76. What happens during an investigation?

Once a timely complaint has been filed with the appropriate Regional Office, the Department will determine if the

compliant has jurisdiction or is covered by Section 3 regulations. An investigator will be assigned the case and will notify the respondent about the complaint. The respondent has the option of resolving the complaint or

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

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

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

78. Can complainants appeal the initial decision made in a Section 3 complaint? A complainant can submit a written appeal to the Assistant Secretary for Fair
Housing and Equal Opportunity in Washington, DC within 15 days after the Regional Office makes its determination. Requests should be sent to:

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

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

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

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

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

ATTACHMENT B: SUPPLEMENTAL GENERAL CONDITIONS

1 "OR EQUAL", "OR APPROVED ALTERNATE" CLAUSE

Whenever material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered an equal alternate and satisfactory, providing the material or article so proposed is of equal substance and function in the Engineer's opinion. However, substitute items shall not be purchased or installed without the Engineer's written approval. Descriptive data on any item offered as an equal or as an alternate, must be submitted to the Engineer at least fourteen (14) days prior to the bid opening and the Engineer will issue addenda prior to bid opening identifying manufacturers of approved equipment.

2. RIGHT OF ENTRY

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

3. CONTRACT DRAWINGS & SPECIFICATIONS

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

4. RECORD DRAWINGS

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

5. WAIVER AND RELEASE OF LIEN AND CONTRACTOR'S CERTIFICATE

Prior to Substantial Completion by the CONTRACTOR of the Project, and prior to the receipt of payment of any amount in excess of ninety-five percent (95%) of the total final contract dollar

amount, the CONTRACTOR shall obtain and deliver in duplicate to the OWNER, through the Engineer, a notarized Final Waiver of Lien, in the form attached hereto, from all manufacturers, materialmen, subcontractors, and others furnishing services and/or materials for the Project.

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

Unauthorized Aliens Workers Act

The successful bidder will have to sign an agreement that they are 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, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(name) _____and I am the _____(Title)

_____of _____(Company Name) _____.
I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

CERTIFICATION FOR PAYMENT

Project: MAIN STREET STREETSCAPES - 8TH ST to 15TH ST

CONTRACTOR

APPLICATION NO:
PERIOD FROM:
PERIOD TO:

CURRENT PAYMENT REQUESTED BY CONTRACTOR

AMOUNT CERTIFIED

In accordance with the Contract Documents, based on on-site observations and data comprising the above application, the Contractor certifies that the work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents and is entitled to payment of the AMOUNT CERTIFIED.

CONTRACTOR

BY _____

CITY OF JOPLIN, MISSOURI

_____
INSPECTOR

_____
PROJECT MANAGER

_____
ASSISTANT PUBLIC WORKS DIRECTOR

_____
PUBLIC WORKS DIRECTOR

DETAILED REQUEST MUST ACCOMPANY THIS CERTIFICATION

DATE_____

1.	Original contract amount		$	
2.	Net Change Orders (+ or -)		$	
3.	Current Contract Price		$	
4.	Total Completed and stored to date:		$	
5.	Retainage (per agreement)			
5.1	5% of Line 4	$		
5.2	5% of stored material	$_____		
6.	Total completed and stored to date less retainage		$	
7.	Less Previous Payments		$	0.00
8.	**DUE THIS APPLICATION**		$	

Accounting Information Only:

_____ Engineering Fee
_____Release Prior Retainage

FINAL LEIN WAIVER

FINAL WAIVER OF LIEN

STATE OF MISSOURI

COUNTY OF

TO WHOM IT MAY CONCERN

WHEREAS the undersigned has been employed by (1)_____

to furnish (2)_____

for the premises known as (3)_____

of which(4)_____is the owner.

The undersigned, for and in consideration of (5)$_____ dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged does hereby waive and release any and all lien or claim of, or right to, lien under the statutes of the State of Missouri relating to mechanic liens with respect to and on said above described premises and the improvements thereon and on the material fixtures apparatus or machinery furnished and on the money, funds or other consideration now due or to become due from the owner on account of labor, services, material, ,fixtures, apparatus or machinery heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises.

Given under_____ hand and seal this _____ of _____ 20____

Signature and Seal: (7)_____

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth if waivers for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTORS AFFIDAVIT

STATE OF MISSOURI

COUNTY OF

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn deposes and says that he is (8)_____ of the

(10)_____ who is the contractor for the (11)_____

work on (12)_____ owned by

(13)_____ That the total amount of the contract including extras is

(14)$_____ on which he has received payment of (15)_____prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or suitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES (16)	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this _____day of _____.20____

Signature: (17)_____

Subscribed and sworn to before me this _____ day of_____20____

Signature: (18)_____

WAIVER OF LIEN

1. The sub should name the party who hired him, either the general or the owner

2. Name the trade (electric, Plumbing, etc.)

3. Address of property

4. Owner's name

5. The amount the sub is waiving out in both words and figures

6. The date signed

7. The sub-contractor's signature and company name

8, 9 & 10. The name of the sub-contractor signing the waiver his corporate title, and the name of his company

11. Name the trade

12. Address of property

13. Owner's name

14. Total contract (including extras)

15. Amt. Paid prior to this draw

16. If material delivered to site by a material supplier, list sub's name, the material (concrete), contract price, amount paid, this payment, and balance owed. These amounts can change; i.e. The contract amount can go up or down as can the balance owed. If a contractor has supplied you with a partial waiver on a previous draw and then does not use that supplier anymore, you will have to obtain a final waiver from that supplier, if only for a token dollar amount.

17. This affidavit must be notarized, and the notary's date must match the waiver date.

Special note: if a contractor is supplying only labor or only material then the affidavit side of the waiver is not required.

Managers do not have authority (normally) to sign waivers. If you see a manager's signature on a waiver, we must have a letter on file from that corporation that their corporate resolutions have been amended to allow that manager to sign for their corporation.

STATE OF MISSOURI DOL ANNUAL WAGE ORDER

JASPER COUNTY NO. 32

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

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
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$34.92
Boilermaker	$28.82*
Bricklayer-Stone Mason	$28.82*
Carpenter	**$52.44**
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$41.31
Plasterer	
Communication Technician	$28.82*
Electrician (Inside Wireman)	$50.49
Electrician Outside Lineman	$28.82*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$28.82*
Glazier	$28.82*
Ironworker	$28.82*
Laborer	$40.80
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$28.82*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$28.82*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$38.49
Plumber	$55.58
Pipe Fitter	
Roofer	$44.74
Sheet Metal Worker	$52.19
Sprinkler Fitter	$28.82*
Truck Driver	$28.82*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$28.82*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$28.82*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$45.92
General Laborer	
Skilled Laborer	
Operating Engineer	$64.15
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$28.82*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME
and
HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

DIVISION OF LABOR STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

_____
Signature

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

My commission expires _____, _____.

_____
Notary Public

_____
Receipt by Authorized Public Representative

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

JOB SPECIAL PROVISIONS

APPENDIX A:

JOB SPECIAL PROVISIONS

<table>
<tr>
<td rowspan="5">
</td>
<td>CITY OF JOPLIN
602 S MAIN STREET
JOPLIN, MO 64801
Phone 417-624-0820</td>
</tr>
<tr>
<td>OLSSON
1027 S MAIN STREET
SUITE 503
JOPLIN, MO 64801
Certificate of Authority: 001592
Consultant Phone: 417-781-0643</td>
</tr>
<tr>
<td>If a seal is present on this sheet, JSP’s have been electronically sealed and dated.</td>
</tr>
<tr>
<td>JOB NUMBER: 023-00893
JASPER COUNTY, MO
DATE PREPARED: 04/21/2026</td>
</tr>
<tr>
<td>ADDENDUM DATE:</td>
</tr>
<tr>
<td colspan="2">Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All</td>
</tr>
</table>

Table of Contents

Job Special Provisions

General Job Special Provisions	JSP-0400-01
Utility Coordination	JSP-0400-02
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Silva Cells and Brick Pavers	JSP-0400-04
Mosaic Brick Pavers	JSP-0400-05
Erosion & Sediment Control	JSP-1000-01
Demolition & Removal	JSP-1100-01
MoDOT Type 5 Aggregate Base	JSP-1400-01
MoDOT Type 1 Aggregate Surface	JSP-1400-02
Milling	JSP-2300-01
Permanent Signing	JSP-2300-02
Adjustment of Manholes & Valves	JSP-2300-03
Streetscape Furniture	JSP-2300-04
MoDOT Rock Lining for Culvert Outlet	JSP-2303-01
Stamped Concrete	JSP-3100-01
Concrete Curb & Gutter	JSP-3200-01
Traffic Control	JSP-6700-01
Traffic Signal Installation	JSP-9000-01

JOB SPECIAL PROVISION JSP-0400-01
GENERAL JOB SPECIAL PROVISIONS

1.0 COORDINATION OF CONTRACT DOCUMENTS

The contract documents are essential parts of the contract, and a requirement occurring in one shall be as binding as though occurring in all. Contract documents are intended to be complementary and to describe and provide for a complete work. In case of discrepancy among contract documents, the governing ranking will be:

(a) Agreement
(b) Job Special Provisions
(c) General Conditions
(d) Project Specific Drawings
(e) Special Provisions to City of Joplin, Standard Specifications
(f) City of Joplin, Standard Specifications
(g) Standard Drawings
(h) Bid Items or Quantities
(i) All other sections of the contract documents

In case of discrepancies, calculated dimensions will govern over scaled dimensions.

All contractors, including subcontractors, shall not take advantage of any apparent error or omission in the contract documents. If an error or omission is discovered, the engineer shall be notified promptly so corrections and interpretations necessary to fulfill the intent of the contract can be made. A failure to give notice shall render the effects of any error or omission non-compensable and any delay non-excusable.

2.0 CONSTRUCTION VIDEO AND PHOTOGRAPHY

2.1 SCOPE

Furnish all labor, materials and equipment necessary to provide high quality color digital audio/video recording and digital photographs of the Project site surface conditions as specified herein. Furnish to the Engineer an original and one copy of a continuous high quality color audio/video DVD recording of surface conditions along the entire route of the proposed Work. Furnish to the Engineer high quality color digital photographs on data storage media device.

The video recording and photographs shall be taken:

- Prior to any construction activity.
- After completion of all construction activities.

The Engineer reserves the right to reject audio/video DVD recordings and digital photographs which do not conform to the project specifications. This includes, but is not limited to, poor quality, unintelligible audio or uncontrolled pan or zoom. Any DVD recording or digital photographs rejected by the Engineer will be re-recorded/re-photographed at no cost to the Owner. Under no circumstances shall

construction begin until the Engineer has received and accepted the audio/video DVD(s) and photographs.

A qualified, established audio/video recording firm knowledgeable in construction practices and experienced in audio/video recording and photographing of construction projects shall perform the video. If requested, the videographer/photographer shall provide examples of prior work and/or references.

2.2 CONSTRUCTION REQUIREMENTS

The Contractor shall submit the required photos and video prior to the issuance of a Notice to Proceed, during construction as directed by the Engineer, and immediately prior to acceptance of the project. Final payment for the project will not occur until the Contractor has completed this item.

2.2.1 Color Audio/Video and Digital Photography Survey

(1) Coverage shall include, but not be limited to, all existing roadways, sidewalks, fences, curbs, driveways, buildings and structures, ditches, above ground utilities, traffic signal and street light cabinets, landscaping, trees, culverts, headwalls, retaining walls, signage and other physical features located within the zone of influence of the construction. Particular and detailed attention shall be given to any defects noted, such as cracks, disturbed areas, damaged items, or as Engineer may direct. The coverage may be expanded if Engineer so directs.

(2) All filming or photography will be done during daylight hours. No filming or photography shall be performed if weather is not acceptable, such as rain, fog, snow, etc.

(3) It is the intent of this coverage to accurately and clearly document and define pre-existing, post-construction and/or construction conditions to minimize potential construction claims. Physically mark the excavation areas with highly visible fluorescent paint prior to audio/video recording and photography. The markings shall include stationing information.

(4) The Engineer will have the opportunity to accompany the videographer/photographer.

(5) Sufficient time will be allowed for the Engineer to review the Audio/Video recording and the digital photographs prior to construction.

2.2.2 Audio and Color Video Recording [Viewable on Windows media]

(1) Audio/Video DVDs shall be commercial grade in a standard write protected format. Video system shall have capability of producing hard copy prints of selected individual still frames. Video may be captured originally in Digital Video format, but must be transferred to DVD disc for delivery to the Engineer, and shall be formatted to be played in the Standard Install Windows Media player.

(2) Video recordings shall be divided into multiple segments, and a field log listing those segments shall be provided with the original tapes and DVD discs of all recordings. A visual recording of the field notes and log (listing the videotape segments) shall be included at the end of each respective original recording tape. Items to note on the field log include, but are not limited too, the tract number, street or road viewed, filming start- and stop-times, side (of street) being viewed, point starting from, traveling direction and ending destination point. Written documentation must coincide with the information on the disk so as to make easy retrieval of locations sought for at a later date. All original video field notes and logs (signed by the photographer) shall be released to the Engineer.

(3) Audio/Video recordings shall begin with a verbal description of the current date and time, the Owner's name, Project or Contract name and number, Contractor's name, and location information such as street name, direction of travel, viewing side, etc. Translucent information consisting of the month, day, year and time of recording must appear on the viewing screen on all video recordings, by electronic means. Information appearing on the DVD must be continuous and run simultaneously by the computer generated translucent digital information. No editing or overlaying of information at a later date will be acceptable.

(4) Audio shall be recorded at the same time as the video recording and provide the same information as on the video log sheet. Recordings shall include "continuous" narration identifying the viewing direction, street address or station number location, direction of progress, description of features and the existing condition of improvements or damage within the zone of influence shown on the viewing screen. Identify houses and buildings by house number, when visible, in such a manner that structures of the proposed construction, (i.e. manholes, etc.) can be located by reference. Special commentary shall be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.

(5) The zone of influence shall be defined as an area within the temporary construction easement or public right-of-way as Drawings indicate, or within 35 feet of the proposed Work. The Contractor shall obtain permission from the owners of private property prior to entering private property for the purpose of filming.

(6) The rate of speed in the general direction of travel during the recording shall not exceed 100 feet per minute. Panning rates and zoom-in and zoom-out rates shall be controlled sufficiently such that during playback, the picture shall be in focus and maintain clarity at all times.

(7) Adequate lighting, to produce the proper detail and perspective, will be required to fill in the shadow area caused by trees, structures, utility poles, road signs, and other such objects in residential areas, or as directed by the Owner's Representative.
(8) Engineering station numbers recorded, if applicable, must be continuous, be accurate and correspond to Project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).
(9) All DVDs and cases shall bear labels with the following information:
    a. Disk Number
    b. Owner's Name
    c. Date of Recording
    d. Project Name and Number
    e. Location of Recording

2.2.3 Digital Photography

(1) Photographs shall be captured on digital camera equipment with at least 6-mp memory and delivered on flash drive or portable hard drive. Original digital image files shall have dimensions of 1500 x 2100 pixels or greater and delivered in TIFF format or JPEG format WITHOUT added compression. Each image must be assigned a unique filename that includes the date of photography.
(2) Each digital image file must be delivered with matching descriptive information that accurately describes the direction and location of the individual photograph, plus notation of any noteworthy damage that is not readily visible in the image. This information may not be provided as the (editable) image filename, but must be delivered in a permanent form.
(3) Sufficient digital photographs shall be taken to document existing features such as roadways, sidewalks, fences, curbings, driveways, buildings and structures, ditches, above ground utilities, traffic signal and street light cabinets, landscaping, subdivision monuments, trees, culverts, headwalls, retaining walls, signage and other physical features located within the zone of influence of the construction. Particular and detailed attention shall be given to any defects noted, such as cracks, disturbed areas, damaged items, or as Engineer may direct. The coverage may be expanded if Engineer so directs.
(4) The zone of influence shall be defined as an area within the temporary construction easement or public right-of-way as Drawings indicate, or within 35 feet of the proposed Work. The Contractor shall obtain permission from the owners of private property prior to entering private property for the purpose of taking photographs.
(5) Adequate lighting, to produce the proper detail and perspective, will be required to fill in the shadow area caused by trees, structures, utility poles, road signs, and other such

objects in residential areas, or as directed by the Owner's Representative.

(6) Engineering station numbers recorded (in the image or as a descriptor), if applicable, must be accurate and correspond to Project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).

2.3 MEASUREMENT AND PAYMENT

The Engineer will not measure the specified work for separate payment.

Payment for the audio/video recordings and photographs shall be subsidiary to the other contract items.

3.0 CONSTRUCTION SCHEDULE

3.1 SCOPE

After being awarded the contract, the Contractor shall immediately prepare a Critical Path Method (CPM) schedule for approval by the Engineer that will ensure completion of the project within the contract time. This schedule shall be submitted and approved by the Engineer before a Notice to Proceed is issued. No work on this contract shall begin until said schedule is approved. The Engineer reserves the right to adjust the Contractor's schedule to coordinate with any other projects in the same area.

3.2 GENERAL REQUIREMENTS

A computerized network diagram shall be included in the CPM schedule and shall serve as the 'Master Construction Schedule' for the Project, giving mathematical analysis (printout) of that network, which verifies and validates logic and planning and defines critical path. The approved schedule shall be kept on site with the superintendent and reviewed with Subcontractors each week. The CPM schedule shall be utilized for planning, organizing, and directing the work, for reporting progress, and requesting payment for work completed. The schedule shall be reviewed each week as part of the progress meeting. Abbreviations used in CPM schedules shall be clearly explained in a legend of symbols, either separate or attached.

3.3 SCHEDULE REQUIREMENTS

The CPM schedule shall clearly show sequential interdependencies, with activity duration and float clearly represented. Sequence(s) of activities with no float shall be clearly identified as Critical Path(s). The scheduling system shall be capable of baseline comparison analysis. Upon development and approval of the schedule, the Contractor shall 'freeze' the initial schedule as the baseline schedule. As work progresses, Contractor shall provide graphics displaying actual progress bars versus baseline or target bars. Activity durations shall be in calendar days.

The CPM schedule shall include pre-construction tasks, construction tasks (bid items), shop drawing submittal and approval process, material and equipment ordering and delivery, submittal of as-built drawings, clean up and punchlist, inspection coordination activities, utility relocation, final inspection and certificate

of completion, and final payment. Submittal activities shall be scheduled to allow sufficient time for materials and equipment to be procured and installed, even if the submittal is unacceptable and resubmittal is required. The CPM schedule shall reflect anticipated delays, such as weather delays.

Contractor shall submit the initial schedule, complete revisions, and periodic reports in three hard copies, one reproducible and two prints or plots, and one copy digitally on CD or DVD. This schedule shall include the completed network program consisting of GANTT chart and mathematical analysis within 10 days of the executed contract. Allow 5 days for the Engineer to review. Contractor shall submit the schedule of submittal activities extracted from the master schedule within 10 days after receipt of Notice to Proceed. During the preparation period, Contractor shall review this information with the Engineer.

Submittals to the Engineer of initial and monthly CPM schedule charts shall include three sets of all reports as outlined below. Plots shall be color, blueline, printed or photocopied prints and, if segmentally generated, fully assembled. Highlight the critical path when the critical path is not clearly defined.

The Contractor will participate in the Engineer's review and evaluation of submitted network diagrams and mathematical analysis of diagrams. Resubmit revisions necessary due to review within 5 days after the review. Contractor and major Subcontractors shall review the network CPM schedule before final submittal.

3.4 REPORT FORMATS

Standard set of reports submitted each month including initial submittals shall consist of a GANTT chart of entire project. Progress bar chart shall include target or baseline comparison bars. Bar positions shall be early start/early finish with float clearly defined. GANTT charts shall include a tabulation of each activity. For each activity on the GANTT charts furnish the following:

- Initial/submittal schedule shall include a list of responsible contractors and suppliers, task description, duration, start date, end date, latest start date, latest end date, total slack or float time in calendar days and current schedule bar in Gantt view.

- Progress schedule updates shall include a list of responsible contractors and suppliers, task description, duration, actual start date, actual finish date, percentage completion, remaining duration in calendar days and current schedule bar in Gantt view.

Graphics outlined above shall comply with the following criteria unless noted otherwise:

3.4.1 Sheet size of diagram shall be 11 by 17 inches minimum and time scaled in month as the major timescale and weeks as the minor timescale unless approved otherwise.

3.4.2 On each page include a title block containing the following minimum information;

a. Project Title
b. Project Number
c. Contractor’s Business Name
d. Date of Submittal and Revision (The Date shown must clearly show the current preparation date and separately the revision date of the current schedule - this is a hard date entered and not an auto or status date)
e. Submit a separate Legend Page of Symbols and Abbreviations as applicable.

3.4.3 Prepare and submit to the Engineer upon request additional charts, reports, and current digital copy of the project schedule.

3.5 CPM SCHEDULE IMPLEMENTATION AND MOTITORING

Monthly CPM schedule charts and reports shall accompany the Contractor's pay request for work completed. Where the Contractor is shown to be behind schedule, provide accompanying written summary, cause, and explanation of planned remedial action. CPM schedules shall reflect those instances, modifications or other alterations to the schedule, which have an impact on the final completion or interim target dates within the schedule. Payments or portions of payments may be withheld by the Engineer, upon failure to maintain scheduled progress of the work as shown on the approved CPM schedule. Failure to prepare, submit and maintain a CPM schedule as specified shall be cause for rejection of other schedules submitted and for possible delay of payment. Float time belongs to the project, not to the Contractor or to the Engineer, and may be utilized by both parties.

3.6 SCHEDULE CHANGES AND UPDATES

At a minimum the Contractor shall update and submit the CPM Schedule for review weekly. A weekly update is required unless agreed upon by the Engineer. Monthly submittal of the CPM schedule and approval by the Engineer is required prior to payment for work completed. Activities added to the CPM schedule shall be submitted by the Contractor on schedule charts. It is the Engineer's intent that the project be managed and operated according to the CPM schedule. Payment requests may be held up until the CPM schedule is brought back into compliance with the contract documents.

Once the CPM schedule is submitted and approved by the Engineer the Contractor shall identify any modifications to activity durations, logic, values, or descriptions resubmit for approval. Such adjustments shall not impact the contracted completion date.

3.7 MEASUREMENT AND PAYMENT

No measurement or payment will be made for this item. This item shall be subsidiary to other bid items.

JOB SPECIAL PROVISION JSP-0400-02
UTILITY COORDINATION

1.0 UTILITY COORDINATION

1.1 SCOPE

It shall be the duty of the Contractor to notify the serving utility companies of pending construction operations and the schedule of same, prior to any work being done on this project. The utility companies will relocate and adjust their own facilities at no cost to the Contractor, except for sanitary and storm sewers and waterlines. The Contractor shall be responsible for the adjustment and protection of all sanitary and storm sewer facilities. Some minor grading and backfill work may be required of the Contractor at locations of utility adjustments. This work shall be considered subsidiary to other items of work.

The Contractor shall be responsible for holding periodic utility meetings with the City, the Engineer, and utility companies during the relocation of utility lines. The frequency of meetings will initially be bi-weekly (or more frequently if necessary) and then, as relocation work begins to diminish, will be held more infrequently. The Contractor shall keep minutes of the meetings and send copies to all those in attendance.

1.2 STATUS OF UTILITIES

The information below is the latest update for each utility. The utility companies will be invited to the Pre-Bid meeting to give an update on their relocations.

Gas: Spire
Location: N/A
Schedule: N/A

Water: Missouri American Water
Location: N/A
Schedule: N/A

Electric: Liberty Utilities
Location: N/A
Schedule: N/A

Phone: AT&T
Location: N/A
Schedule: N/A

Cable: Cable One Digital
Location: N/A
Schedule: N/A

Fiber: Liberty Connect
Location: N/A

Schedule: N/A

1.3 MEASUREMENT AND PAYMENT

This work shall be considered subsidiary to other items of work. No additional payment will be allowed for delays caused by utility delays. Additional time will be considered for delays caused by utility conflicts that exceed the schedules listed in this special provision.

JOB SPECIAL PROVISION JSP-0400-02
MOBILIZATION

1.0 SCOPE

This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and the establishment of all offices, buildings and other facilities necessary for work on the project, except as provided in the contract as separate pay items. This work includes other work and costs incurred before the project starts.

All equipment used by the Contractor having metal tracks shall not be driven over City streets other than those streets being constructed. Such equipment must be transported from one work area to the next work area.

Observe legal load restrictions when operating equipment, hauling equipment, or hauling materials on public roads; newly constructed/reconstructed base, pavement, and structures; and any existing base, pavement or structures that will remain in place. The contractor shall assume responsibility for changes in legal load restrictions that occur after the project was let. Obtain the Engineer's written approval and a special permit to exceed legal load restrictions on the City street system and on newly constructed/reconstructed portions of the project.

Protect roadways and structures within project limits from damage. Observe curing periods before operating equipment or hauling loads on newly constructed pavement, reconstructed pavement, or structures. Do not haul loads of any size on pavement base, except when operations require equipment on pavement base to place material. The Contractor shall assume all responsibility for damages to roadways and structures caused by the Contractor from operating equipment or hauling loads.

2.0 MEASUREMENT AND PAYMENT

Partial payments for "Mobilization" will be at the contract lump sum price in accordance with the following table. The Percent of Original Contract Completed = the amount earned by the Contractor divided by the total dollar value of the original contract (all bid items). The amount earned by the Contractor shall not include monies earned for Mobilization, Contractor Construction Staking, or Stored Materials.

MOBILIZATION PARTIAL PAYMENTS		
Percent of Original Contract Amount Completed	**Pay Lesser of the Two**	
	% of Mobilization	**% of Original Contract Amount**
5	25	2.5
10	50	5
25	60	7.5
50	100	10
Accepted	100	N/A

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

Job Special Provision-400 – Landscaping

400.1 Silva Cell

400.1.1 Description

Silva Cell is a proprietary modular suspended pavement system that uses soil volumes to support large tree growth and provide stormwater quality treatment through absorption, evapotranspiration, and interception. This bid item shall include all materials, labor, equipment, and all other appurtenant work to successfully install Silva Cell system for planting and paving, including Silva Cell assemblies and related accessories. Other materials necessary for completion of this bid item include, but are not limited to, geotextile, geogrid, aggregate, subbase material, backfill, and root barrier.

The term Silva Cell shall be used to refer to a single Silva Cell.

Silva Cells shall be modular, structural systems.

Each Silva Cell shall be structurally-independent from all adjacent Silva Cells for incorporating utilities and other site features as well as for future repairs.

Silva Cells shall be capable of supporting loads up to and including AASHTO H-20 (United States) when used in conjunction with approved pavement profiles. Silva Cells shall be open on all vertical faces and horizontal planes and shall have no interior walls or diaphragms.

Silva Cells shall be capable of providing a large, contiguous, continuous volume of planting soil that does not inhibit or prevent the following:

- Placement of planting soil
- Walk through compaction
- Compaction testing of planting soil, once in place
- Movement and growth of roots
- Movement of water within the provided soil volume, including lateral capillary movement
- Installation and maintenance of utilities placed within, adjacent to, or below the Silva Cell.

Silva Cells shall be able capable of being filled with a variety of soil types and soils that include peds 2 inches or larger in diameter as is appropriate for the application, location of the installation, and tree species.

400.1.2 Related Sections and Requirements

The following sections form a part of this specification to the extent referenced. The specifications are referred to within the text by the numeric designation only.

- Soil requirements are included in JSP-800 Stormwater Section 800.6.2.1 Bioretention Soil Mix
- JSP-800 Stormwater Section 800.5 PVC Underdrains
- JSP-800 Stormwater Section 800.9 Special Considerations for Green Infrastructure Earthwork

Related requirements

- Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.
- City of Springfield General Conditions and Technical Specification for Public Improvements – Submittal Procedures: For administrative and procedural requirements for processing of submittals during the construction phase.
- City of Springfield General Conditions and Technical Specification for Public Improvements – Excavation and Embankment: For requirements for excavation and embankment.
- City of Springfield General Conditions and Technical Specification for Public Improvements – Closeout Procedures: For administrative and procedural requirements for completion of the Work.
- JSP 400 –Landscaping

400.1.3 Material

400.1.3.1 Manufacturer

400.1.3.1.1 Acceptable Manufacturers

DeepRoot Green Infrastructure, LLC
101 Montgomery Street, Suite 2850
San Francisco, CA, 94104

Phone: 415.781.9700
Toll Free: 800.458.7668
Fax: 415.781.0191
www.deeproot.com

400.1.3.1.2 Substitutions

Requests for substitutions may be submitted to the owner for approval. Substitutions must meet or exceed all the requirements of this specification and the product must be equivalent in its design bearing capacity, cover

requirements, and provided soil volume. Approval of substitutions will be at the sole discretion of the owner, and owner reserves the right to reject any product that it does not consider equivalent for any reason.

400.1.3.2 Silva Cell System (including deck, base, and posts)

Silva Cell System Components: Each "Silva Cell 3x Unit" soil cell module (hereafter Silva Cell or "cell") is composed of one base, 6 post assemblies, and one deck.

400.1.3.2.1 Silva Cell System

Components: One base, six 3x posts (a combination of six 1x posts and six 2x posts), and one deck.

Assembled Dimensions (Each Cell): 47.2 inches long by 23.6 inches wide by 43 inches high

400.1.3.2.2 Silva Cell Materials and Fabrication

Bases and Posts: Homopolymer polypropylene.

Decks: Fiberglass reinforced, chemically-coupled, impact modified polypropylene.

400.1.3.2.3 Manufacturer's Related Silva Cell Installation Accessories

Strongbacks: An accessory designed to stabilize the Silva Cell posts temporarily, during soil placement, and removed for reuse prior to placing decks.

Anchoring Pins: Threaded pins and crossbar for securing assembled Silva Cells to subbase.

400.1.3.3 Root Barrier

Recyclable, black, injection molded panels manufactured with a minimum 50 percent post-consumer recycled polypropylene plastic with UV inhibitors, and integrated zipper joining system which allows instant assembly by sliding one panel into another; for redirecting tree roots down and away from hardscapes.

Pre-approved products have been included. Substitutions are allowed provided the product meets the specifications

outlined below.

400.1.3.3.1 Panel Sizes

No. UB12-2: 24 inches long by 12 inches deep by 0.080 inches thick; for use with 1x systems and for pavement profiles less than 12 inches deep.

No. UB18-2: 24 inches long by 18 inches deep by 0.080 inches thick ; for use with 2x and 3x systems, and for pavement profiles 12 inches or more in depth.

400.1.3.3.2 Pre-approved Products

DeepRoot Tree Root Barrier (DeepRoot Green Infrastructure, LLC)

400.1.3.4 Geogrid

Net-shaped woven polyester fabric with PVC coating, uniaxial or biaxial geogrid, inert to biological degradation, resistant to naturally occurring chemicals, alkalis, and acids; used to provide a stabilizing force within soil structure as the fill interlocks with the grid.

Pre-approved products have been included. Substitutions are allowed provided the product meets the specifications outlined below.

400.1.3.4.1 Geogrid Specifications

- Tensile Strength At Ultimate (ASTM D6637): 1850 lbs/ft minimum
- Creep Reduced Strength (ASTM D5262): 1000 lbs/ft minimum
- Long Term Allowable Design Load (GRI GG-4): 950 lbs/ft minimum
- Grid Aperture Size (MD): 0.8 inch minimum
- Grid Aperture Size (CD): 1.28 inch maximum
- Roll size: 6-foot width is preferred, up to 18-foot.

400.1.3.4.2 Pre-approved Products

- Stratagrid SG 150; http://www.geogrid.com
- Miragrid 2XT; http://www.tencate.com
- Fortrac 35 Geogrid; http://www.hueskerinc.com
- SF 20 Biaxial Geogrid; http://www.synteen.com

400.1.3.5 Geotextile

Composed of high tenacity polypropylene yarns which are woven into a network such that the yarns retain their relative position and is inert to biological degradation and resistant to naturally encountered chemicals, alkalis, and acids.

Pre-approved products have been included. Substitutions are allowed provided the product meets the specifications outlined below.

400.1.3.5.1 Geotextile Specifications

- Grab tensile strength (ASTM D4632): 200 lbs minimum
- Elongation (ASTM D4632): 50 percent minimum
- Trapezoid tear strength (ASTM D4533): 80 lbs minimum
- Mullen burst strength (ASTM D3786): 350 psi Puncture strength (ASTM D4833): 110 lbs minimum
- CBR puncture strength (ASTM D6241): 500 lbs minimum
- Apparent opening size (ASTM D4751): 80 sieve maximum
- Flow rate (ASTM D4491): 90 gal/min/ft2 minimum
- UV Resistance (at 500 hours): 70 percent strength retained

400.1.3.5.2 Pre-approved Products

- ADS Geosynthetics 0801T (ADS Geosynthetics); http://www.ads-pipe.com
- Mirafi 180 N (TenCate Nicolon); Norcross, GA; http://www.tencate.com
- Geotex 801 (Propex Geosynthetics); Chattanooga, TN: http://www.geotextile.com

400.1.3.6 Plastic Cable Ties

A tensioning device or tool used to tie similar or different materials together with a specific degree of tension.

400.1.3.7 Drain and Distribution Pipes

Drain and Distribution Pipes shall be provided in accordance with JSP-800 Stormwater Section 800.5 PVC Underdrains.

400.1.3.8 Aggregate Subbase (Below Silva Cell Base)

Aggregate shall conform to ASTM No. 57.

400.1.3.9 Aggregate Base Course (Above Silva Cell Deck)

Same as aggregate subbase specified above.

400.1.3.10 Backfill Material (Adjacent to Silva Cells)

Clean, compactable, coarse grained fill soil free of organic material, trash and other debris, and free of toxic material injurious to plant growth.

400.1.3.11 Planting Soil (Bioretention Soil Mix)

Planting soil shall be provided in accordance with JSP-800 Stormwater Section 800.6.2.1 Bioretention Soil Mix.

400.1.4 Administrative Requirements

400.1.4.1 Preinstallation Conference

Prior to installation of the Silva Cell system and associated Work, meet with the Contractor, Silva Cell system installer and their field supervisor, manufacturer's technical representative, the Engineer, the Owner at the Owner's discretion, and other entities concerned with the Silva Cell system performance.

Provide at least 72 hours advance notice to participants prior to convening preinstallation conference.

Introduce and provide a roster of individuals in attendance with contact information.

The preinstallation conference agenda will include, but is not limited to the review of:

- Required submittals both completed and yet to be completed.
- The sequence of installation and the construction schedule.
- Coordination with other trades.
- Details, materials and methods of installation.
    - Review requirements for substrate conditions, special details, if any, installation procedures.
    - Installation layout, procedures, means and methods.
- Mock-up requirements.

400.1.4.2 Sequencing and Scheduling

Prior to beginning Work of this Section, prepare a detailed schedule of the Work involved for coordination with other trades.

Schedule utility installations prior to beginning Work of this Section.

Where possible, schedule the installation of the Silva Cell system after the area is no longer required for use by other trades and Work. Where necessary to prevent damage, protect installed system if Work must occur over or adjacent to the installed Silva Cell system.

400.1.4.3 Submittals

400.1.4.3.1 Action Submittals

Submit these to the Engineer for review and acceptance not less than 45 days prior to start of installation of materials and products specified in this Section.

- Product Data: For each type of product, submit manufacturer's product literature with technical data sufficient to demonstrate that the product meets these specifications.
- Test and Evaluation Reports:
  - Submit results of compaction testing required by the Specifications for approval.
  - Include analysis of bulk materials including soils and aggregates, by a recognized laboratory that demonstrates that the materials meet the Specification requirements.
- Samples:
  - One full size sample of an assembled Silva Cell.
  - One 6-inch square piece of geogrid.
  - One 6-inch square piece of geotextile.
- Manufacturer's Report: Submit Silva Cell system manufacturer's letter of review and approval of the Project, including Drawings and Specifications, Addenda, Clarifications and Modifications, and for compliance with product installation requirements.
- Qualification Statements:
  - Manufacturer:
    - Submit list of completed projects demonstrating durability and longevity of in-place systems.
    - Include project name, location, and date of completion.

400.1.4.3.2 Closeout Submittals

Submit in accordance with City of Springfield General Conditions and Technical Specification for Public Improvements.

400.1.4.4 Quality Assurance

Comply with applicable requirements of the laws, codes, ordinances and regulations of Federal, State and Municipal authorities having jurisdiction. Obtain necessary permits/approvals from these authorities.

400.1.4.4.1 Manufacturer Qualifications

A manufacturer whose product is manufactured in an ISO/TS 16949 compliant and ISO 9001 - 2008 registered factory.

A manufacturer with not less than 100 Silva Cell systems in-place, each system in use for not less than 3 years, confirming durability and longevity of the system.

A manufacturer with documented written approval of their product for use as a stormwater treatment device by a minimum of 3 governmental jurisdictions.

A manufacturer with an established and demonstrated utility service and repair process, including written procedure and photographs demonstrating work.

400.1.4.4.2 Mock-Up

Prior to the installation of the Silva Cell system, construct a mock-up of the complete installation at the Project site in the presence of the Landscape Architect.

- Size and Extent: Minimum of 100 sq. ft. (10 sq. m.) in area and including the complete Silva Cell system installation with subbase, aggregate subbase, drainage installation, Silva Cell decks, posts, and bases, base course aggregate, geotextile, geogrid, backfill, planting soil, and necessary accessories.
- The mock-up area may remain as part of the installed Work at the end of the Project provided that it remains undamaged and meets the requirements of the Drawings and Specifications.

400.1.4.5 Delivery, Storage, and Handling

400.1.4.5.1 Silva Cell System

- Protect Silva Cell system components from damage during delivery, storage and handling.
- Store components on smooth surfaces, free from dirt, mud and debris. Store under tarp to protect

from sunlight when time from delivery to installation exceeds one week.

- Perform handling with equipment appropriate to the size (height) of Silva Cells and site conditions; equipment may include, hand, handcart, forklifts, extension lifts, or small cranes, with care given to minimize damage to Silva Cell bases, posts, decks and adjacent assembled Silva Cells.

400.1.4.5.2 Packaged Materials

Deliver packaged materials in original, unopened containers indicating weight, certified analysis, name and address of manufacturer, and indication of conformance with State and Federal laws, if applicable. Protect materials from deterioration during delivery and while on the Project site.

400.1.4.5.3 Bulk Materials

Do not deliver or place backfill, soils, or soil amendments in frozen, wet, or muddy conditions.

Provide protection including tarps, plastic and/or matting between bulk materials and finished surfaces sufficient to protect the finish material.

Bring planting soil to the site using equipment and methods that do not overly mix and further damage soil peds within the soil mix.

400.1.4.5.4 Erosion and Sediment Control

Provide erosion-control measures to prevent erosion or displacement of bulk materials and discharge of soil-bearing water runoff or airborne dust to adjacent properties, water conveyance systems, and walkways. Provide additional sediment control to retain excavated material, backfill, soil amendments and planting mix within the Project limits as needed.

400.1.4.6 Field Conditions

Existing Conditions: Do not proceed with Work when subgrades, soils and planting soils are in a wet, muddy or frozen condition.

400.1.4.7 Warranty

The Contractor shall warrant the Silva Cell system to be free of faults and defects in accordance with the General Conditions, except that

the warranty shall be extended by manufacturer's written warranty against defects in materials and workmanship as follows:

- DeepRoot® warrants to the original purchaser of its Silva Cell™ product that such product will be free from defects in materials and workmanship, and perform to DeepRoot's written specifications for the warranted product, when installed and used as specifically provided in the product's installation guidelines for a period of 20 years from the date of purchase. This warranty does not cover wear from normal use, or damage caused by abuse, mishandling, alterations, improper installation and/or assembly, accident, misuse, or lack of reasonable care of the product. This warranty does not apply to events and conditions beyond DeepRoot's control, such as ground subsidence or settlement, earthquakes and other natural events, acts of third parties, and/or Acts of God. If this warranty is breached, DeepRoot® will provide a replacement product. Incurred costs, such as labor for removal of the original product, installation of replacement product, and the cost of incidental or other materials or expenses are not covered under this warranty.
- Deeproot® makes no other warranties, express or implied, and specifically disclaims the warranty of merchantability or fitness for a particular purpose. Deeproot® shall not be liable either in tort or in contract for any direct, incidental or consequential damages, lost profits, lost revenues, loss of use, or any breach of any express or implied warranty.

400.1.5 Construction Requirements

400.1.5.1 Examination

Examine the conditions under which the Silva Cells are to be installed.

- Carefully check and verify dimensions, quantities, and grade elevations.
- Carefully examine the Drawings to become familiar with the existing underground conditions before digging. Verify the location of aboveground and underground utility lines, infrastructure, other improvements, and existing trees, shrubs, and plants to remain including their root system.
- Notify the Contractor and the Engineer in writing in the event of conflict between existing and new improvements, of discrepancies, and other conditions detrimental to proper and timely completion of the installation.
- Obtain written approval of changes to the Work prior to

proceeding. Proceed with installation only after changes have been made and unsatisfactory conditions have been corrected.

400.1.5.2 Preparation

Take proper precautions as necessary to avoid damage to existing improvements and plantings.

Prior to the start of Work, layout and stake the limits of excavation and horizontal and vertical control points sufficient to install the complete Silva Cell system.

Coordinate installation with other trades that may impact the completion of the Work.

400.1.5.3 Temporary Protection

Protect open excavations and Silva Cell system from access and damage both when Work is in progress and following completion, with highly visible construction tape, fencing, or other means until related construction is complete.

Do not drive vehicles or operate equipment over the Silva Cell system until the final surface material has been installed.

400.1.5.4 Excavation

General: Excavate to the depths and shapes indicated on the Drawings. Provide smooth and level excavation base free of lumps and debris.

Confirm that the depth of the excavation is accurate and includes the full section of materials required to place the subbase aggregate, Silva Cell, and pavement profile as indicated on the Drawings.

Over-excavate beyond the perimeter of the Silva Cell to allow for:

- The extension of aggregate subbase beyond the Silva Cell layout as shown on the Drawings.
- Adequate space for proper compaction of backfill around the Silva Cell system.

If unsuitable subgrade soils are encountered, consult the Owner's geotechnical consultants for directions on how to proceed.

If conflicts arise during excavation, notify the Engineer in writing and make recommendations for action. Proceed with Work only when action is approved in writing.

400.1.5.5 Subgrade Compaction

Compact subgrade to a minimum of 95 percent of maximum dry density at optimum moisture content in accordance with ASTM D698, Standard Proctor Method, or as approved by the Owner's geotechnical representative.

Do not exceed 7 percent slope for subgrade profile in any one direction. If the 7 percent slope is exceeded, contact manufacturer's representative for directions on how to proceed.

400.1.5.6 Installation of Geotextile Over Subgrade

Install geotextile over compacted subgrade.

- Lay geotextile flat with no folds or creases.
- Install the geotextile with a minimum joint overlap of 18 inches (450 mm).

400.1.5.7 Installation of Aggregate Subbase Below Silva Cell Bases

Install aggregate subbase to the depths indicated on the Drawings.

Extend subbase aggregate a minimum of 6 inches (150 mm) beyond the base of the Silva Cell layout.

Compact aggregate subbase to a minimum of 95 percent of maximum dry density at optimum moisture content in accordance with ASTM D698, Standard Proctor Method.

Do not exceed 7 percent slope on the surface of the subbase. Where proposed grades are greater than 7 percent, step the Silva Cells to maintain proper relation to the finished grade.

400.1.5.8 Installation of Silva Cell Base

Install the Silva Cell system in strict accordance with the manufacturer's instructions and as specified herein; where requirements conflict or are contradictory, follow the more stringent requirements.

Layout and Elevation Control:

- Provide layout and elevation control during installation of the Silva Cell system to ensure that layout and elevations are in accordance with the Drawings.

Establish the location of the tree openings in accordance with the Drawings. Once the trees are located, mark the inside dimensions of the tree openings on the prepared subbase.

Locate and mark other Project features located within the Silva Cell layout (e.g. light pole bases, utility pipes). Apply marking to identify the extent of the Silva Cell layout around these features. Follow the layout as shown on the Drawings to ensure proper spacing of the Silva Cell bases. Refer to the Drawings for offsets between these features and the Silva Cells.

Check each Silva Cell component for damage prior to placement. Reject cracked or chipped units.
Place the Silva Cell bases on the compacted aggregate subbase. Start at the tree opening and place Silva Cell bases around the tree openings as shown on the Drawings.

Working from tree opening to tree opening, place Silva Cell bases to fill in the area between tree openings.

- Maintain spacing no less than 1 inch and no more than 4 inches apart.

Follow the Silva Cell layout plan as shown on the Drawings.

Install Silva Cell bases around, over, or under existing or proposed utility lines, as indicated on the Drawings.

Level each Silva Cell base as needed to provide full contact with subbase. Adjust subbase material, including larger pieces of aggregate, so each base sits solidly on the surface of the subbase. Silva Cell bases that rock or bend over any stone or other obstruction protruding above the surface of the subbase material are not allowed. Silva Cell bases which bend into dips in the subbase material are not allowed. The maximum tolerance for deviations in the plane of the subbase material under the bottom of the horizontal beams of each Silva Cell base is 1/4 inch in 4 feet.

Anchor Silva Cell base with 2 crossbar/pin assemblies per base.

- For applications where Silva Cells are installed over waterproofed structures, use wood blocking or similar spacing system consistent with requirements of the waterproofing system to maintain required spacing.

400.1.5.9 Installation of Silva Cell Posts

3x Silva Cell System:

- Attach 2x posts to the installed Silva Cell base. Each base will receive six 2x posts. Place the end of the post with tabs into the base. Rotate post clockwise to snap in place.
- Following the placement of backfill and planting soil within the 2x posts, add a 1x post extension as described herein. A 2x post, used in combination with a 1x post is considered a 3x post assembly.

400.1.5.10 Installation of Strongbacks, Geogrid, Backfill and Planting Soil

For Silva Cell systems that have a perforated drain line located inside or adjacent to the system, consult Drawings for layout and details.

Install strongbacks on top of the Silva Cell posts by snapping into place over installed posts prior to installing planting soil and backfill.

- Strongbacks are required only during the placement and compaction of the planting soil and backfill.
- Move strongbacks as the Work progresses across the installation.
- Remove strongbacks prior to the installation of the Silva Cell decks.

Install geogrid around the perimeter of the Silva Cell system where the compacted backfill and planting soil interface.

- Do not place geogrid between the edge of the Silva Cells and adjacent planting areas.
- Cut the geogrid to allow for a 6-inch overlap at the Silva Cell base and a 12-inch overlap at the Silva Cell deck.
- Provide a minimum 12-inch overlap between adjacent sheets of geogrid.
- Secure geogrid with cable ties below the top of the posts, along the post ridges.

Place the first lift of backfill material loosely around the perimeter of the Silva Cell system, between the geogrid and the sides of the excavation. Place backfill to approximately the midpoint of the Silva Cell post. Do not compact.

Place the first lift of planting soil in the Silva Cell system to approximately the midpoint of the Silva Cell post.

- Level the planting soil throughout the system.
- Walk-through the placed planting soil to remove air pockets and settle the soil. Do not compact greater than 80 percent of maximum dry density in accordance with ASTM D698, Standard Proctor Method.
- Check placed soil for compaction with a penetrometer or densitometer or similar.

Compact the first lift of backfill material, previously spread, to 95 percent of maximum dry density in accordance with ASTM D698, Standard Proctor Method or in accordance with Project Specifications for hardscape areas, whichever is greater.

Add and compact additional backfill material so that the final finished elevation is at approximately the same level of the placed planting soil within the Silva Cells.

- Maintain the geogrid between the Silva Cell system and the backfill material at all times.

Place the second lift of backfill material loosely around the perimeter of the Silva Cell system, between the geogrid and the sides of the excavation so that the material is 2 to 3 inches below the top of the posts. Do not compact.

Place the second lift of planting soil inside of the Silva Cell to the bottom of the strongbacks. Walk through.

Remove strongbacks, place one 1x posts into each of the previously-installed 2x posts. Rotate clockwise to snap in place, forming a 3x post assembly.

Immediately reinstall strongbacks on top of the post assembly.

Repeat process of alternately placing backfill and planting soil so that elevation of the compacted backfill and the walked-through planting soil are just below the level of the strongbacks.

400.1.5.11 Installation of Irrigation

Install irrigation in accordance with the Drawings and Specifications. Remove only the minimum number of strongbacks needed to

accommodate the Work and reinstall them immediately upon completion to maintain alignment of posts.

400.1.5.12 Installation of Silva Cell Deck

Obtain final approval by the Engineer of planting soil installation prior to installation of the Silva Cell decks.

Remove strongbacks, level out the planting soil, and immediately install decks over the posts below. Place deck over the top of the posts. Push decks down until the deck clips lock into the posts, snapping the deck into place.

Fold the 12 inches (300 mm) of geogrid onto the top of the decks.

400.1.5.13 Final Backfill Placement and Compaction

Place and compact final lift of backfill material to 95 percent of maximum dry density in accordance with ASTM D698, Standard Proctor Method, such that the backfill is flush with the top of the installed deck. Do not allow compacting equipment to come in contact with the decks.

400.1.5.14 Installation of Geotextile and Aggregate Base Course Over the Deck

Place geotextile over the top of the deck and extend to the edge of the excavation. Overlap joints a minimum of 18 inches. Leave enough slack in the geotextile for the aggregate base course to push the geotextile down in the gaps in between the decks.

Install the aggregate base course (including aggregate setting bed if installing unit pavers) over the geotextile immediately after completing the installation of the fabrics. Work the aggregate from one side of the layout to the other so that the fabric and aggregate conform to the Silva Cell deck contours.

Maintain equipment used to place aggregate base course completely outside the limits of the Silva Cell excavation area to prevent damage to the installed system.

For large or confined areas, where aggregate cannot easily be placed from the edges of the excavated area, obtain approval for the installation procedure and types of equipment to be used in the installation from the Silva Cell manufacturer.

Compact aggregate base course(s) to 95 percent of maximum dry density in accordance with ASTM D698, Standard Proctor Method.

Utilize a vibration or plate compactor with a maximum weight of 800 lbs.

Do not drive vehicles or operate equipment over the completed aggregate base course.

400.1.5.15 Installation of Concrete Curbs at Tree Openings, Aggregate Subbase and Pavement Above the Silva Cell System

Place concrete curbs along planting areas and tree openings as shown on the Drawings to retain the aggregate base course from migrating into the planting soil.

When staking concrete forms (e.g. curbs around the tree openings), prevent stakes from penetrating the Silva Cell decks.

Turn down edge of concrete paving to the Silva Cell deck along the edges of tree openings or planting areas to retain the aggregate base course material.

When paving type is a unit paver or other flexible material, provide a concrete curb under the paving at the edge of the Silva Cell deck to retain the aggregate base course material at the tree opening.

Place paving material over Silva Cell system in accordance with the Drawings.

- The Silva Cell system does not fully meet loading strength until the final paving is installed. Do not operate construction equipment on top of the Silva Cell system until paving installation has been completed.

Use care when placing paving or other backfill on top of Silva Cell system to prevent damage to the Silva Cell system or its components.

400.1.5.16 Installation of Root Barriers

Install root barrier in accordance with manufacturer's installation instructions.

400.1.5.17 Installation of Planting Soils Within the Tree Planting Area

Remove rubble, debris, dust and silt from the top of the planting soil within the tree opening that may have accumulated after the initial installation of the planting soil within the Silva Cells.

Install additional planting soil within the tree openings, to the depths indicated on the Drawings.

- Use the same soil used within the Silva Cells for planting soil within the tree openings.

Compact planting soil under the tree root ball to between 85 and 90 percent of maximum dry density in accordance with ASTM D698, Standard Proctor Method, to prevent settlement of the root ball.

Place trees in accordance with the Drawings.

400.1.5.18 Protection

Keep construction traffic away from the limits of the Silva Cells until the final pavement profile is in place. The Silva Cell system does not fully meet loading strength until the final paving is installed.

- Do not operate equipment directly on top of the Silva Cell system until paving installation has been completed.

- Provide fencing and other barriers to prevent vehicles from entering into the Silva Cell area.

When the Silva Cell installation is completed and the permanent pavement is in place, limit traffic and construction related activities to only loads less than the design loads.

400.1.5.19 Clean Up

Perform clean up during installation and upon completion of the Work. Maintain the site free of soil, sediment, trash and debris. Remove excess soil materials, debris, and equipment from the site following completion of the Work of this Section.

Repair damage to adjacent materials and surfaces resulting from installation of this Work using mechanics skilled in remedial work of the construction type and trades affected.

400.1.6 Method of Measurement: Silva Cell shall be measured by lump sum.

400.1.7 Basis of Payment

This bid item shall be paid at the contract lump sum bid price and shall include, but is not limited to, the cost of furnishing all labor, equipment, tools, and materials; for excavation, aggregate bedding, backfill, and compaction; and for performance of all necessary work to install Silva Cell.

Payments will be made under:

Item JSP-400.6.7.1 Silva Cell – per LS

400.2 Concrete Paver

400.2.1 General

400.2.1.1 Summary

A. This Section includes the following:
B. Concrete pavers set on concrete base with a sand setting bed.

400.2.1.2 Submittals

A. Product Data: For each product indicated.
B. Samples: Showing the full range of colors, textures, and patterns available for each type of unit paver indicated.
   1. Include Samples of material for joints and accessories involving color selection.
C. Shop Drawings: Showing dimensions, colors, paver sizes, and layout.
D. Mock-up of all colors and patterns, 10’ x 10’.

400.2.1.3 Related Documents

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

400.2.1.4 Project Conditions

Cold-Weather Protection: Do not use frozen materials or build on frozen subgrade or setting beds.

400.2.2 Products

400.2.2.1 Manufacturers

A. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified. All paving stones shall be produced by a single source manufacturer. Installed per manufacturers recommendations and specifications.
   1. Concrete Pavers: as shown on the plans
      a. Concrete Paver #1: Techo-Bloc, Blue 60 mm, Smooth Texture, 13”x 6.5”, Beige Cream color, or approved equal. Submit shop drawings and samples for review and approval by Landscape Architect.

Install per manufacturers recommendations and specifications. Contractor shall provide up to two (2) mock-ups of different colors for review and approval. Contact Carla Schrader at Techo-Bloc (ph) 224.275.5657.

b. Concrete Paver #2: Techo-Bloc, Valet, Smooth Texture, 6.5”x 6.5”, Shale Grey color, or approved equal. Submit shop drawings and samples for review and approval by Landscape Architect. Install per manufacturers recommendations and specifications. Contractor shall provide up to two (2) mock-ups of different colors for review and approval. Contact Carla Schrader at Techo-Bloc (ph) 224.275.5657

c. Concrete Paver #3: Techo-Bloc, Valet, Smooth Texture, 6.5”x 6.5”, Champlain Gray color, or approved equal. Submit shop drawings and samples for review and approval by Landscape Architect. Install per manufacturers recommendations and specifications. Contractor shall provide up to two (2) mock-ups of different colors for review and approval. Contact Carla Schrader at Techo-Bloc (ph) 224.275.5657

400.2.2.2 Accessories

A. Cork Joint Filler: Preformed strips complying with ASTM D 1752, Type II.
B. Compressible Foam Filler: Preformed strips complying with ASTM D 1056, Grade 2A1.

400.2.2.3 Setting-Bed Materials - Mortar

A. As shown on plans
B. Per paver manufacturers recommendations.

400.2.2.4 Setting-Bed Materials - Sand

A. Graded Aggregate for Base: Aggregate shall be Type 2, Class B Aggregate Base as specified in the Standard Specifications.
B. Geotextile: Woven or nonwoven polyester or polypropylene geotextile, with a permeability rating 10 times greater than

that of subgrade soil and an apparent opening size small enough to prevent passage of fines from leveling course into base course.

C. Concrete base: pedestrian pavement design

D. Sand Dry Setting Bed, Leveling Course:

1. Sand for Leveling Course: Sound, sharp, washed sand complying with gradation requirements of ASTM C 33-03 for fine aggregate.

E. Sand for Joints: Sharp, washed sand with 100 percent passing No. 16 sieve.

400.2.2.5 Sealers and Joint Sand Stabilizers

A. Joint Sand Stabilizer: Joint sand shall be stabilized that meets the requirements of ASTM C150. Stabilizer shall be dry mixed and applied with the joint sand.

B. Joint and Paver Sealer: Surebond SB-1300-1370 sealer. Surebond, Inc., 2801 International Lane, Madison, WI 53704, 1-877-843-1818. Per paver recommendation and specifications.

400.2.3 Execution

400.2.3.1 Installation, General

A. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.

B. Perimeter pavers can be field cut with motor-driven masonry saw to provide pattern indicated and to fit adjoining concrete work neatly. Interior paver pattern shall be established by the manufacturer and shall not be field cut. Use full units without cutting where possible.

C. Tolerances: Do not exceed 1/16-inch unit-to-unit offset from flush or 1/8 inch in 24 inches and 1/4 inch in 10 feet from level, or indicated slope.

D. Expansion and Control Joints: Provide joint filler as backing for sealant-filled joints where indicated. Install joint filler before setting pavers.

400.2.3.2 Mortar Setting-Bed Applications

Reference paver manufactures recommendations.

400.2.3.3 Sand Setting-Bed Applications

A. Place dry sand leveling course in concrete channel as shown on the drawings and screed to a thickness of 1 to 1-1/2 inches, taking care that moisture content remains

constant and density is loose and constant until pavers are set and compacted.

B. Treat leveling base with soil sterilizer to inhibit growth of grass and weeds.

C. Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch, being careful not to disturb leveling base. If pavers have spacer bars, place pavers hand tight against spacer bars.

D. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a 3500- to 5000-lbf compaction force at 80 to 90 Hz.

E. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are completely filled, then remove excess sand. Leave a slight surplus of sand on the surface for joint filling.

F. Apply joint and paver sealer per manufactures recommendations.

400.2.4 Method of Measurement: "Concrete Pavers" shall be measured by the square foot of acceptably installed concrete pavers, and shall include bituminous sand laying course, tack coat, concrete base, aggregate subbase, subgrade preparation, labor, and related materials to provide a finished product as intended by the Contract Documents.

400.2.5 Basis of Payment

Item JSP-400.11.5.1 Concrete Paver – per SF

JOB SPECIAL PROVISION JSP-0400-05
MOSAIC BRICK PAVER
(WITH 2" CONCRETE SETTING BED PLACED ON 6" CONCRETE BASE)

1.0 SCOPE

This work shall consist of constructing a bituminous brick setting bed, placing the paver brick and sanding the joints with specified materials in reasonably close conformity with lines, grades, and dimensions shown on the plans as established by the engineer. Asphalt cement to be used in the bituminous setting bed shall conform to ASTM Designation D-3381. The viscosity grade A.C. or A.C.20. The fine aggregate to be used in the bituminous setting bed shall be clean, hard sand with durable particles and shall be free from adherent coatings, lumps of clay, alkali salts, and organic matter. It shall be uniformly graded from "coarse" to "fine" and all passing the No. 4 sieve, and it shall meet the graduation requirements when tested in accordance with the standard method of test for sieve or screen analysis of fine and coarse aggregates ASTM Designation C-136-81. The dried fine aggregate shall be combined with hot asphalt cement, and the mix shall be heated to approximately 300 degrees F. at an asphalt plant. The approximate portion of materials shall be seven (7) percent asphalt cement and ninety-three (93) percent fine aggregate. Each ton shall be apportioned by weight in the approximate ratio of 145 lbs. asphalt to 1,855 lbs. sand. The contractor shall determine the exact proportions to produce the best possible mixture for construction of the bituminous setting bed to meet construction requirements.

2.0 MEASUREMENT

No separate measurement will be made for Demolition & Removal.

3.0 PAYMENT

Payment for "Demolition & Removal" shall be at the contract lump sum price and shall include the cost of furnishing all labor, equipment, disposal fees, tools, and materials, and the performance of all work necessary to complete demolition and pavement removal.

4.0 PRODUCT

Neoprene – Modified asphalt adhesive under brick pavers.

Mastic (asphalt adhesive)
Solids Base 75+1%3
Lbs./Gal. 8-8.5 Lb.
Solvent Varsol (over 100 degrees F. flash)
Base (2% Neoprene, 10% fibers, 88% asphalt)
Melting Point – ASRM D-36 200 degrees F. min
Penetration – 77 degrees 100 gram load 5 second (.1MM) 23-27
Ductility – ASTM D-113-44 024 degrees C (5CMS/per minute) 125 Cm.Min

5.0 CONSTRUCTION

Bituminous setting bed to be placed by experienced subcontractor in this trade who has performed a minimum of five (5) other projects of similar size which include bituminous setting beds. The contractor placing the bituminous setting bed shall also place and install the actual brick pavers. The concrete sub-slab

surface shall be cleaned, free of dust, dirt, foreign material, plaster, sealer, curing compounds and from oil prior to placement of bituminous setting bed. Brick installation contractor shall examine the areas to be covered and advise prime contractor and engineer of any existing conditions or surface contamination which shall require correction prior to placing bituminous setting bed. To install the setting bed over the base surface, place 1” deep control bars directly over the base. The depth control bars must be set carefully to bring pavers, when laid, to proper grade. Thickness of the finished setting bed shall be no more than 1” or less than ½”. The setting bed shall be compacted with a mechanical tamping device to a nominal depth of ¾” while still hot. The thickness shall be adjusted so that when the asphalt block or brick pavers are placed, the top surface of the pavers will be at the required finished grade. Be sure finished surfaces do not vary from true lines, levels, or grade by more than 1/8” in ten (10) feet when measuring with straight edges.

A coating of two (2) percent Neoprene-modified asphalt adhesive shall be applied by squeezing or troweling over the top surface of the bituminous setting bed so as to provide a bond under the pavers. If it is troweled, the trowel shall be serrated with serration’s not to exceed one-sixteenth (1/16) of an inch.

On all driveway areas, crosswalks or other which shall receive vehicular traffic over brick pavers, prime concrete sub-slab surface will emulsified asphalt (RS-1 or CRS-1).

Brick pavers will be supplied by the contractor. Brick pavers supplied will be manufactured from extruded fireclay or shale and be fired to produce a dense paver with an absorption of less than 5% (in a 24 hour cold water absorption test), a maximum saturation of coefficient of 0.78 minimum. Average compressive strength shall not be less than 10,000 p.s.i. The pavers must be capable of withstanding at least the equivalent of 50 cycles of freeze-thaw conditions. The permissible tolerance for individual pavers shall conform to ASTM Designation C-902-79A. Paver size to be utilized in brick strip in pedestrian, driveway and alley areas shall be 4” wide, and 8” long. No pavers which are chipped, cracked, or otherwise damaged are to be installed. After the modified asphalt adhesive is applied, carefully place the pavers by hand in straight courses with hand tight joints and uniform top surface. Good alignment must be kept, and the pattern shall be that shown on the plans. Hand tight joints shall read from 0” to maximum of 1/8” for brick pavers. Sweep a dry mixture of one (1) part colored Portland cement to match color of pavers and three (3) parts sand until joints are completely filled. Fog lightly with water. Cement stains that remain should be cleaned. Portland cement with color added shall conform to ASTM C-150. Sand shall conform to ASTM C-144. All pavers shall be retained by sidewalk, curb, or roadway. Cut pavers where required to provide desired layout and pattern as shown on drawings. All cutting shall be so accomplished so as to leave a clean edge to the traffic surface. Use masonry saw and other approved tools for cutting. Verify dimensions shown on drawing for paved areas, and any pattern changes. Dimension changes shall be allowed to compensate for utilization of full bricks and to minimize cutting of bricks only.

Contractor to protect the finished work from damage through the construction period terminating at final acceptance of the entire project. At project completion sweep area and repair any damaged work.

The contractor shall project all concrete sub-slab surfaces poured from damage or chipping by residential or vehicular traffic until brick is laid and work accepted by engineer.

The brick contractor shall be involved with the project assisting and advising the concrete walk, drive etc., adjacent to brick paved areas. Minor adjustments in the concrete insert dimension shown on plans may be made as approved by the City to minimize the cutting of brick pavers and obtain optimal pattern placement. The contractor shall provide the City a representative typical paved areas to be used in determining the final insert dimensions constructed in concrete by the concrete contractor. The representative brick paved areas shall demonstrate final arrangement of pavers in regard to dimensions and pattern. After the engineer has reviewed the representative construction area and agreement is reached as to all of the final details of the brick paved areas, contractor may commence construction. The sample constructed area will then become the standard for all future work.

6.0 WARRANTY

The contractor shall provide a two (2) year guarantee period, commencing from the date of final acceptance of the project, for all work which includes the setting of brick paver. Items included in this guarantee shall include workmanship, the aggregate sub-base, concrete sub-slab, settings beds, grouting, and all associated work. The guarantee period shall include at least two (2) freeze-thaw annual seasons. Provisions in the guarantee shall otherwise be the same as for the other items included in this project.

The brick paver installer shall be an experienced company specializing in performing the placement and installation of brick pavers with 5 years documented experience. The installer shall have satisfactorily completed a minimum of five (5) projects utilizing the bituminous under base as here within described of at least 10,000 square feet.

The contractor shall exercise care to unnecessarily damage bricks. Bricks shall be delivered to the job site by City and pallets unloaded in the parking lanes along the street for the contractor to install.

JOB SPECIAL PROVISION JSP-1000-01
EROSION & SEDIMENT CONTROL

1.0 SCOPE

This work shall include all measures necessary including, but not limited to, the installation, maintenance and removal of temporary erosion and pollution control as required during the construction of the project to prevent erosion and pollution on the project in accordance with federal, state, and City of Joplin requirements. The contractor shall utilize and comply with all requirement of the City of Joplin's Land Disturbance Storm Water Pollution Prevention Plan (SWPPP). All erosion and sediment control plans shall be incorporated in the SWPPP. Contractor shall maintain the SWPPP throughout the project and complete the required documentation until the site is stabilized and accepted by the Engineer.

Erosion control plans represent the least possible protection for the project. It is anticipated that additional BMP's will be required to complete the project.

The contractor shall be responsible for all fines associated with failure to comply with the City of Joplin, General Operating Permit, and Land Disturbance Storm Water Pollution Prevention Plan (SWPPP)

2.0 MEASUREMENT

Erosion and Sediment Control BMPs will be measured in accordance with the units listed in the Proposal. Measurement shall occur upon initial installation.

No separate measurement will be made for maintenance, replacement, or removal of Erosion and Sediment Control BMPs.

No separate measurement will be made for compliance with the City of Joplin's SWPPP.

3.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to complete erosion and sediment control shall be paid for at the contract unit prices listed in the Proposal. Payment for Erosion and Sediment Control BMPs shall be considered full compensation for a complete and functioning installation, including but not limited to, ongoing maintenance, repair, replacement, and removal upon final stabilization.

Separate payment shall not be made for compliance with the City of Joplin's standard SWPPP. All work required to comply with the City of Joplin's standard SWPPP shall be considered incidental to erosion and sediment control BMP pay items, including but not limited to, all inspections, record keeping, permitting, and documentation and ongoing maintenance and close-out.

JOB SPECIAL PROVISION JSP-1100-02
DEMOLITION & REMOVAL

1.0 SCOPE

Demolition & Removal shall be in accordance with Section 1100 of the current approved City of Joplin, Standard Specifications, except as modified by this Job Special Provision.

2.0 MEASUREMENT

No separate measurement will be made for Demolition & Removal.

3.0 PAYMENT

Payment for “Demolition & Removal” shall be at the contract lump sum price and shall include the cost of furnishing all labor, equipment, disposal fees, tools, and materials, and the performance of all work necessary to complete demolition and pavement removal.

JOB SPECIAL PROVISION JSP-1400-01
MoDOT TYPE 5 AGGREGATE BASE

1.0 SCOPE

At the locations shown on the plans, or as determined by the engineer, MoDOT Type 5 Aggregate Base shall be constructed in accordance with the plans and Section 304 of the 2020 Missouri Standard Specifications for Highway Construction except as otherwise modified herein.

2.0 MATERIALS, DEFINITIONS AND EQUIPMENT

All materials shall meet the requirements of Section 304.2 of the 2020 Missouri Standard Specifications for Highway Construction except that reclaimed asphalt or concrete shall not be used in MoDOT Type 5 Aggregate Base.

3.0 CONSTRUCTION DETAILS

Construction of MoDOT Type 5 Aggregate Base shall be in accordance with Section 1400.3 of the current approved City of Joplin, Standard Specifications.

4.0 MEASUREMENT

Final measurement of the completed MoDOT Type 5 Aggregate Base will be made to the nearest square yard. No measurement will be made for MoDOT type 5 aggregate base under driveways, sidewalks, and sidewalk ramps as MoDOT type 5 aggregate base at these locations shall be subsidiary to other bid items.

5.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to construct “MoDOT Type 5 Aggregate Base” will be paid for at the contract unit price per square yard of the thickness shown in the contract plans. No payment will be made for MoDOT type 5 aggregate base under driveways, sidewalks, or sidewalk ramps as MoDOT type 5 aggregate base at these locations shall be subsidiary to other bid items.

JOB SPECIAL PROVISION JSP-1400-02
MoDOT TYPE 1 AGGREGATE SURFACE

1.0 SCOPE

At the locations shown on the plans, or as determined by the engineer, the contractor shall furnish, install, maintain, and remove all temporary surfacing material and construct new aggregate surface in accordance with the plans and Section 310 of the 2020 Missouri Standard Specifications for Highway Construction except as otherwise modified herein.

2.0 MATERIALS, DEFINITIONS AND EQUIPMENT

All materials shall meet the requirements of Section 310.2 of the 2020 Missouri Standard Specifications for Highway Construction except that reclaimed concrete shall not be used in MoDOT Type 1 Aggregate Surface.

3.0 CONSTRUCTION DETAILS

Construction of MoDOT Type 1 Aggregate Surface shall be in accordance with Section 1400.3 of the current approved City of Joplin, Standard Specifications.

During construction, material used for temporary surfacing material shall be maintained to provide a smooth driving surface free of bumps and potholes. It shall be the responsibility of the Contractor to make repairs to the temporary surface at the direction of the Engineer. The temporary surfacing material shall be removed as shown in the plans or as directed by the Engineer.

4.0 MEASUREMENT

No separate measurement shall be made for excavation, backfill, compaction, maintenance, and all other materials, labor, and incidentals required to construct the following:

4.1 MoDOT TYPE 1 AGGREGATE SURFACE

Final measurement of the completed MoDOT Type 1 Aggregate Surface will be made to the nearest square yard of final exposed area of completed aggregate surface. No measurement will be made for Temporary Type 1 Aggregate surface that may be needed during construction.

5.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary shall be paid for as follows:

5.1 MoDOT TYPE 1 AGGREGATE SURFACE

MoDOT Type 1 Aggregate Surface will be paid for at the contract unit price per square yard of the thickness shown in the contract plans. The payment will be made on the basis of certified weight tickets issued by the material vendor or by weights obtained from certified public scales or from certified contract or operated scales with all tickets certified by the City of Joplin. Payment shall be considered full compensation for all incidentals, labor, hauling, maintenance of surfacing material to provide an adequate travel path for the public, and removal / restoration of temporary surfacing upon completion.

JOB SPECIAL PROVISION JSP-2300-01
MILLING

1.0 SCOPE

This work shall consist of milling the existing pavement surface to the depth, profile and cross slope shown on the plans, or as directed by the Engineer, and removing and disposing of the milled material. Milling shall be in accordance with Section 622.10 of the 2020 Missouri Standard Specifications for Highway Construction except as otherwise modified herein. Milling shall include both existing asphalt and concrete paved surfaces. It is the contractor's responsibility to determine the quantity of each type of existing pavement prior to submitting a bid for the project.

2.0 MEASUREMENT

Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. Where required, measurement for removal of the existing pavement surface will be computed to the nearest square yard. The correction will be added to or deducted from the contract quantity. No separate measurement will be made for each type of surface material milled.

3.0 PAYMENT

The accepted quantity of "Milling" will be paid for at the contract unit price per square yard of the thickness indicated. No direct payment will be made for removal of shoulder material by milling or other methods as required to provide drainage in accordance with Sec 622.10.3.5, unless shoulders are to be removed as part of the contract. No direct payment will be made for loading, hauling, stockpiling or disposing of milled material, repairing spalled areas, placing and removing temporary wedges, providing temporary pavement marking or performing other items incidental to completion of this work.

JOB SPECIAL PROVISION JSP-2300-02
PERMANENT SIGNING

1.0 SCOPE

The Contractor shall furnish and install permanent traffic control signing materials at the locations shown on the plans, in conformance with the details, and the material specifications included herein. Permanent traffic control signing materials shall include, but not be limited to, sign sheeting, aluminum sign blanks, sign posts, breakaway base assemblies, mounting brackets and hardware. The permanent traffic control signing shall be installed before the roadway is open to construction unless prior approval is received by the Engineer or City Inspector. The installation of all regulatory signs is the first priority. If the permanent signs cannot be installed and thus the roadway would be unsigned overnight, temporary regulatory signs shall be installed and remain until the permanent signs can be installed. The contractor shall make every possible effort to remove the temporary signs and install permanent signs within 48 hours. Only under extreme circumstances and at the approval of the signing inspector or the engineer, will the duration of the temporary signs be extended. All temporary and permanent traffic control signs shall be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) Part II. The temporary signs shall be removed prior to installation of the permanent signs.

1.1 REMOVE & RELOCATE SIGNS

The contractor shall remove and relocate all signs designated on the plans to be relocated on the plans, and as directed by the Engineer.

2.0 MATERIALS

The material for permanent traffic control signs shall be in accordance with this specification.

a. Applicable Documents The following documents form a part of this specification to the extent specified herein:

ASTM B209 Specification for Aluminum and Aluminum Alloy Sheet and Plate
ASTM D523 Standard Method for Test for Specular Gloss
ASTM D4956-09 Standard Specification for Retroreflective Sheeting for Traffic Control
ASTM E284 Terminology of Appearance
ASTM E308 Practice of Computing the Colors of Objects by Using the CIE System
ASTM E810 Test Method for Coefficient of Retroreflection of Retroreflective Sheeting Utilizing the Coplanar Geometry
ASTM E1164 Practice for Obtaining Spectrophotometric Data for Object-Color Evaluation
CIE Publication Number 39-2 Recommendation for Surface Colours for Visual Signaling
FP-03 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects

2.1 SIGNS

All signing shall conform to MUTCD (most current editions) standards in terms of minimum sign size, color, and reflectivity characteristics.

2.2 SIGN POST

Steel sign posts shall be in accordance with the City of Joplin Standard Detail Sheets ST-18 & ST-19, current edition.

Posts shall be ordered in 2’ increments and cut to length. One single sign post long enough to support all signs shall be installed. Two separate lengths of post joined with a sleeve to achieve the necessary post length shall not be allowed.

The breakaway base shall meet the requirements of the City of Joplin Standard Details, current edition.

3.0 MEASUREMENT

For those items on which final payment is based on contract quantities, final measurement will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

3.1 REMOVE & RELOCATE SIGNS

No measurement of remove & relocate signs will be made.

3.2 PERMANENT SIGNATE-FLAT SHEET

Measurement of sign areas will be made to the nearest 1/10 square foot for each sign and to the nearest square foot for the total. The area of each sign will be that of the smallest rectangular, triangular or trapezoidal shape that will encompass the sign panel. Contract quantities will be used in final payment.

3.3 STEEL SIGN SUPPORTS

Measurement of post will be per Linear Foot of each type of post support listed in the contract documents, at the final post length as installed.

3.4 SIGN POST FOUNDATIONS, COMBINED

Sign Post Foundations, Combined shall be measured per each sign post foundation installed, regardless of type, and including all excavation, socket, and concrete.

4.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the installation shall be paid for as follows:

4.1 REMOVE & RELOCATE SIGNS

Payment of remove and relocate signs will be made by Lump Sum.

4.2 PERMANENT SIGNAGE-FLAT SHEET

Payment of signs will be provided per square foot. No separate payment will be made for any mounting brackets, banding, or miscellaneous hardware.

4.3 STEEL SIGN SUPPORTS

Payment of post will be made per linear foot of each type of post, and at the final post length as installed.

4.4 SIGN POST FOUNDATIONS, COMBINED

Payment of Sign Post Foundations shall be made per each foundation installed and accepted, regardless of post type, and shall be considered full payment for all labor, materials, incidentals, including socket, concrete, and ancillary equipment to install a breakaway post base in accordance with the City of Joplin standard details.

JOB SPECIAL PROVISION JSP-2300-03
ADJUSTMENT OF MANHOLES & VALVES

1.0 SCOPE

This item includes raising or lowering of existing sanitary manholes and utility castings, as required due to construction under this contract. Construction of sanitary sewer manholes, of both brick masonry and concrete type construction, shall be in accordance with the current approved City of Joplin, Standard Specifications.

2.0 MATERIALS

2.1 BRICK

Brick for manholes shall be of uniform texture, and free from lime, gypsum, or other substance which would affect the brick under wet or freezing conditions. Brick shall meet the requirements of ASTM C1272.

2.2 MORTAR

Mortar shall be Type M in accordance with ASTM C270 Table 1 (Masonry cement type only).

2.3 STEPS

The existing steps may be reused except when they have been found to be unacceptable as determined by the Engineer. If required, replacement steps will be Clay & Bailey No. 2102 or approved equal.

3.0 CONSTRUCTION DETAILS

3.1 BRICK MANHOLES

Brick masonry manholes may be adjusted upward to accommodate construction by adding brick to obtain the proper dimension to match finish grade or surface as approved by the owner; adjustments downward will be limited to the removal of courses of brick to the top of the existing manhole cone. When greater adjustments are required, the manholes shall be reconed as indicated in the plans.

3.2 PRECAST CONCRETE MANHOLES

Precast concrete manholes may be adjusted upward by a combination of adding barrel sections and/or a maximum of one foot of concrete riser rings. Adjustments downward may be accomplished by a combination of removing barrel sections and/or a maximum of one foot of concrete riser rings.

All sanitary sewer manhole wall sections to be over 16 foot in depth shall meet the requirements of the City of Joplin for deep manholes. The Contractor shall be responsible for inspection of existing manholes to determine the extent of reconstruction necessary to meet these requirements.

3.3 MAINTENANCE

The Contractor shall be responsible for keeping all debris and waste material out of sewers during manhole adjustments. Should any waste material, debris, earth or other foreign material enter sewers during adjustments or other construction operations, the Contractor shall be responsible for removal of such material and shall maintain sewer flow at all times.

3.4 MANHOLE SPRAYING

All manhole covers shall be sprayed with a releasing agent prior to the overlay by the Contractor. Release agent spraying and asphalt removal around manholes shall be subsidiary to other bid items.

3.5 OVERLAY OPERATIONS

3.5.1 Milling

The Contractor shall mill around all manholes and utility castings within the limits of the specified work. Utility manholes, valves, and castings shall not be cut prior to the street milling. All manholes, valves and castings damaged shall be replaced or corrected as approved by the Engineer at the Contractor's expense. This work shall be subsidiary to other bid items in the Proposal.

3.5.2 Overlay

All utility manholes, valves, and castings located within the paved roadway requiring adjustment shall be raised by the Contractor, prior to the resurfacing operation. Asphalt overlay shall be neatly tapered around the ring of all utility manholes, valves, and castings to conform to the existing grade. The approximate number and method of raising the manholes shall be determined in the field by the Engineer prior to the overlay. The elevation shall be the same as the elevation for the new proposed overlay surface. The area disturbed around the casting shall be maximum of 12 inches. The Contractor shall provide all necessary equipment and material to raise the rings to the required elevations. High early strength concrete shall be placed around the manhole up to the milled surface. Any damage to adjusted utility manholes, valves, and castings shall be the responsibility of the Contractor to repair. All utility manholes, valves, and castings, which require raising prior to overlay, will require hot mix asphalt placed sufficiently around the manhole to prevent damage to vehicles and compacted to 95%. This work shall be subsidiary to other bid items in the proposal.

4.0 MEASUREMENT

Measurement will be made to determine the number of sanitary manholes adjusted. No separate measurement will be made for utility manholes, valves, and castings required for milling and overlay operations.

5.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to adjust sanitary manholes shall be paid for as “Adjust Sanitary Sewer Manhole” at the contract unit price per each.

No separate payment will be made for utility manholes, valves, and castings required for milling and overlay operations. This work shall be subsidiary to other items of work.

JOB SPECIAL PROVISION JSP-2300-04
STREETSCAPE FURNITURE

1.0 SCOPE

Streetscape furniture includes all materials, labor and equipment required to supply and install the various furniture items included in the contract bid documents and this job special provision at the locations indicated on the plans, or as directed by the Engineer.

2.0 MATERIALS

2.1 BENCHES

2.1.1 Downtown

Benches shall be DUMOR No. 58 (6' long), with a center arm. Surface mount. Cast iron and steel components with a zinc rich epoxy coating and polyester power coated black finish. Provide black and matte black color samples for selection. Install per manufacturer's recommendations and specifications. Provide shop drawings for review and approval. Products shall be free from defects in material and/or workmanship for a period of three years from the date of invoice. Fry & Associates, Inc., 101 E. 15th Avenue, North Kansas City, Missouri 64116. (ph) 816.221.4825

2.1.2 Midtown

Benches shall be Landscape Forms 72" Plainwell Bench. Aluminum seats and end frames, with center arm. Surface mount. Landscape Forms' Pangard II polyester powdercoat, Color to be selected by Landscape Architect from manufactures standard color selection. Provide black and matte black color samples for selection. Install per manufacturer's recommendations and specifications. Provide shop drawings for review and approval. Products will be free from defects in material and/or workmanship for a period of three years from the date of invoice. LandscapeForms, Inc., 431 Lawndale Avenue, Kalamazoo, Michigan 49048. Local Representative: Site Source L.L.C. Stacy Ernst, (ph) 816.444.4376

2.2 TRASH RECEPTACLES

2.2.1 Downtown

Trash receptacles shall be DUMOR no. 84. 32-gallon capacity. Surface mount. Cast iron and steel components with a zinc rich epoxy coating and polyester power coated black finish. Provide black and matte black color samples for selection. Install per manufacturer's recommendations and specifications. Provide shop drawings for review and approval. Products shall be free from defects in material and/or workmanship for a period of three years from the date of invoice. Fry & associates, Inc., 101 E. 15th Avenue, North Kansas City, Missouri 64116. (ph) 816.221.4825

2.2.2 Midtown

Trash receptacles shall be Landscape Forms Plainwell litter receptacle. 35-gallon capacity, black polyethylene liner, aluminum side panels, side-opening lid, Surface mount, Landscape Forms' Pangard II polyester powdercoat, Color to be selected by Landscape Architect from manufactures standard color selection. Provide black and matte black samples for selection. Install per manufacturer's recommendations and specifications. Provide shop drawings for review and approval. Products will be free from defects in material and/or workmanship for a period of three years from the date of invoice. LandscapeForms, Inc., 431 Lawndale Avenue, Kalamazoo, Michigan 49048. Local Representative: Site Source L.L.C. Stacy Ernst, (ph) 816.444.4376

3.0 EXECUTION

The contractor shall secure all streetscape furniture in place in accordance with manufacturers' recommendations, or as directed by the Engineer. All hardware required for installation and to secure streetscape furniture in place shall be subsidiary to each bid item streetscape furniture. Streetscape furniture shall be placed and location approved prior to securing.

4.0 MEASUREMENT AND PAYMENT

Each Bench, and Trash Receptacle secured in place and accepted by the Engineer will be measured.

Payment for "Bench", and "Trash Receptacle" shall be at the contract unit price per each of the model indicated and shall include the cost of furnishing all labor, equipment, tools, materials, and incidental items required to complete this work.

No separate payment will be made for hardware required for installation as this item is subsidiary to each bid item for streetscape furniture.

JOB SPECIAL PROVISION JSP-6700-01
TRAFFIC CONTROL

1.0 GENERAL

This work shall consist of furnishing, installing, operating, maintaining, cleaning, relocating and removing temporary traffic control devices and equipment, and the removal and relocation or covering and uncovering of existing signs and other traffic control devices in accordance with the contract documents or as directed by the engineer. For purposes of this specification, the work zone will be defined as the area between the first and last temporary traffic control device as shown on the plans for the work being performed. The Contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management. The contractor shall refer to Section 2305 of the City of Joplin Standard Specifications, latest edition for additional information.

2.0 MATERIALS

All material shall be in accordance with MoDOT Division 1000, Material Details, and specifically as follows: Item Section Temporary Traffic Control Devices 1063

3.0 SAFETY MATERIALS

All traffic control devices shall be in accordance with the MUTCD and any applicable safety and design codes. The contractor shall furnish a manufacturer's certification of crashworthiness, per NCHRP 350 or AASHTO Manual for Assessing Safety Hardware (MASH) Evaluation Criteria, for FHWA Category 1 traffic control devices and appurtenances. The contractor shall furnish the FHWA acceptance letter for FHWA Category 2 and Category 3 traffic control devices and appurtenances. The FHWA acceptance letter shall indicate that the device and appurtenance comply with the crash test requirements of NCHRP 350 or (MASH), Test Level 3 (TL-3). Regardless of whether the device meets NCHRP 350 or (MASH) criteria, the engineer reserves the right of final approval. Installation of a device prior to the engineer's approval will be at the contractor's risk. The contractor shall: (a) Designate an individual as the Work Zone Specialist (WZS) who is knowledgeable and competent by training and/or certification in the principles of proper temporary traffic control in accordance with Chapter 6 of the MUTCD, at the project level who has the primary responsibility, with sufficient authority, for implementing the traffic management plan and other safety and mobility aspects of the project. The name of the WZS, certification of the WZS’s training, and a 24-hour contact number for the WZS shall be provided to the engineer at the preconstruction meeting. WZS training and/or certification shall be obtained from a qualified person as defined by the Occupational Safety and Health Administration. The WZS shall have a card and/or certificate that includes the WZS’s name, instructor’s name and title, training entity/agency, date, and signature of the instructor. Re-certification will be required a minimum of every four years starting April 2016. (b) Ensure all contractor personnel are trained in traffic control to a level commensurate with their responsibilities. (c) Advise the engineer, as required, at least two working days before any work requiring a lane closure

begins and 14 calendar days prior to the imposition of height, width and weight restrictions. (d) Perform quality control of work zones to promote consistency and ensure compliance with contract documents, policies and guidelines.

4.0 CONSTRUCTION REQUIREMENTS

Performance and operational aspects of the devices shall be in accordance with the latest editions of the MUTCD and the Missouri Quality Standards for Temporary Traffic Control Devices.

All traffic control devices shall be removed as soon as practical when the devices are no longer needed. When work is suspended for short periods of time, traffic control devices that are no longer appropriate shall be turned away from traffic, removed or covered. All temporary traffic control devices shall be removed after the completion of construction and shall remain the property of the contractor unless specified otherwise. All permanent traffic control devices that are in conflict with temporary traffic control devices shall be covered or removed as shown on the plans or as directed by the engineer. Upon completion of the work, all permanent traffic control devices to remain in place shall be restored to original condition.

All sign covers shall meet the requirements of the MoDOT Quality Standards for Temporary Traffic Control Devices

All permanent traffic control devices relocated on a temporary basis shall be moved in the timeframe designated by the engineer, and shall remain visible to the traveling public during all stages of construction. The contractor shall place temporarily relocated permanent traffic control devices in the final location when construction is complete. Damaged devices shall be replaced by the contractor at the contractor’s expense.

The contract will indicate the minimum requirements for traffic control. With the engineer’s approval, the contractor may add to the traffic control plan any temporary traffic control devices or services the contractor considers necessary to adequately protect the public and the work. Device quantities may be adjusted accordingly.

Signs and sign quantities for blasting areas will not be included in the contract traffic control plan. The contractor will be responsible for furnishing, installing, maintaining and removing blasting zone signs in accordance with the MUTCD, at the contractor’s expense. Placement of blasting zone signs will be subject to approval from the engineer.

All changes to the traffic control plan resulting from contractor staging revisions, including proposed total road closures for the contractor’s convenience, shall be submitted in writing to the engineer for review and acceptance prior to implementation. Device quantities may be adjusted accordingly.

If the engineer determines the need for additional traffic control devices not included in the traffic control plan, the contractor will be notified in writing to provide the additional devices. Reimbursement for authorized changes to the traffic control

plan will be made in accordance with the contract documents unless covered by contract unit prices.

The contractor shall monitor traffic flow through the project and verify that all traffic control devices are in place and functioning properly during both daytime and nighttime conditions, as applicable. If the contractor determines that a deficiency in any traffic control device exists, the contractor shall take corrective action. No additional payment will be made for the corrective action.

As soon as possible after observing a traffic control deficiency, the engineer will report the deficiency to the contractor, either verbally or in writing. After receiving notification, if the contractor does not make corrections within an agreed upon timeline, order records or suspension of the work may occur. Regardless of the severity of the deficiency, corrections shall be made as soon as possible to maintain a quality work zone.

The severity of a deficiency will be categorized as follows: (a) Category 1 – Presents an immediate danger to the traveling public or workers and needs to be addressed immediately. (b) Category 2 – The situation doesn't pose an immediate threat to either the public or the workers, but can impact the proper functioning of the work zone. (c) Category 3 – The situation doesn't impact the functioning of the work zone but is more of a maintenance or aesthetic issue.

When the engineer determines that the contractor has not made a good faith effort in correcting a deficiency as agreed upon, an order record will be issued and the contractor will be notified of the following timelines to correct the deficiency. (a) A Category 1 deficiency shall be corrected within one hour. (b) A Category 2 deficiency shall be corrected within 24 hours. (c) A Category 3 deficiency shall be corrected within 96 hours.

When the engineer determines the contractor has not made a good faith effort in complying with an order record issued, the following action may be taken: (a) A second order record will be issued. (b) The engineer may find the contractor in violation of the contract

The contractor shall provide written notice to the engineer of any pedestrian or vehicular accident when physical evidence or other information suggests an accident has occurred in the work zone. The contractor shall obtain and provide to the engineer copies of law enforcement accident reports for any accidents in the work zone.

Each flagger, automated flagger assistance devices (AFAD) operator, portable signal flagging device (PSFD) operator and pilot vehicle operator shall maintain a valid flagger certification card that certifies the individual has been trained by a qualified person as defined by the Occupational Safety and Health Administration, in the principles and procedures of flagging in accordance with Chapter 6 of the MUTCD. Flagger certification cards shall include the flagger's name, instructor's name and title, training entity/agency, date, and signature of the instructor. Flagger certifications shall be provided to the engineer prior to flagging operations. Flagger re-certification shall be required a minimum of every four years starting April 2016. Certifications will not be required in emergency situations that arise due to actions

beyond the contractor's control when flagging is necessary to maintain safe traffic control on a temporary basis. All flagging, AFAD, PFD and pilot vehicle operations shall be in accordance with the MUTCD. Flaggers and pilot vehicles shall be provided as shown on the plans or as approved or directed by the engineer. When not specified in the plans, the contractor may use a Type B (Red/Yellow Lens) AFAD PSFD or pilot vehicle to supplement the flagging operation upon approval from the engineer. When two-way traffic is maintained over a single lane, each flagger, AFAD operator, if used in tandem, and pilot vehicle operator involved in the traffic flagging operation shall be equipped with a portable, two-way, communication system approved by the engineer. When the AFED or PSFD are not in use they shall be removed from the roadside.

5.0 FLASHING ARROW PANEL

The contractor shall deploy, operate and maintain flashing arrow panels as specified on the plans for the duration of the project, in accordance with the manufacturer's recommendations, at the contractor's expense. A minimum vertical clearance of 7 feet shall be maintained from the edge of pavement to the bottom of the flashing arrow panel.

When not in use, trailer-mounted flashing arrow panels shall be stored in an appropriate manner.

Control programs shall be as follows: (a) Flashing Caution: Flash the two highest and two lowest lamps on panel simultaneously. (b) Alternating Diamond Caution: Flash eight lamps in a form of a diamond and alternates diamonds from left side to right side. (c) Flashing Left or Right Arrow: Flash five lamps in the arrowhead and five lamps in the horizontal shank simultaneously. (d) Sequential Arrow Left or Right Arrow: Five lamps in the arrowhead will move across the panel. The horizontal shank increases in length as the arrowhead moves across the panel. (e) Double Arrow: Flash five lamps in both the left and right arrowheads and three lamps in the horizontal shank simultaneously. The contractor has the option to use the sequential arrow or alternating diamond caution modes on mobile operations.

6.0 CHANGEABLE MESSAGE SIGNS

The contractor shall place the changeable message sign (CMS) at the location shown on the plans or as directed by the engineer. The CMS shall not be located in the median.

The contractor shall deploy, operate and maintain the CMS a minimum of two weeks prior to construction starting as specified below:

- Southbound along Main Street just north of the intersection 4th Street and Main Street.
- Northbound along Main Street just north of the intersection 18th Street and Main Street.
- As needed on side streets along Main Street when full closures are anticipated.

Final CMS locations shall be coordinated and approved by the engineer prior to placement. The contractor shall coordinate program messaging of the CMS with the engineer. CMS installation shall be in accordance with the manufacturer's recommendations.

When the CMS is not in use, the message board shall be turned away from traffic. When not required for longer than a 24-hour period, the CMS shall be stored in an appropriate manner.

7.0 MEASUREMENT

Traffic Control items will be measured per the maximum number of devices used on the job at any period of construction following the phasing provided in the plans. The Contractor shall fully complete one phase of work prior to set-up of subsequent phases. Channelizers, Type III Barricades, Flashing Arrow Panels, Changeable Message Signs, Short-Term Marking Arrows, and Temporary Flagger Control will be measured per each device listed in the plans. Removable Marking Tape will be measured by linear foot of materials placed. Construction signing will be measured by total square footage of signs used at one time.

8.0 PAYMENT

All temporary traffic control devices authorized for installation by the engineer will be paid for at the contract unit price for each of the pay items included in the method of measurement. No direct payment will be made for the following:

(a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.

(b) Installing, operating, maintaining, cleaning, repairing, removing or replacing traffic control devices.

(c) Covering and uncovering existing signs and other traffic control devices.

(d) Relocating temporary traffic control devices including temporary construction signs, ADA Barricades, Type III Moveable Barricades, Channelizers, Flashing Arrow Panels, Signal Heads at temporary traffic signals, and permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.

(e) Worker apparel.

(f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.

(g) Furnishing, installing, operating, maintaining and removing construction-related vehicle and equipment lighting.

(h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.

JOB SPECIAL PROVISION JSP-3200-01
CONCRETE CURB & GUTTER

1.0 SCOPE
Concrete curb and gutter shall be in accordance with Section 3200 of the current approved City of Joplin, Standard Specifications, except as modified by this Job Special Provision.

2.0 CONSTRUCTION DETAILS
A slip form curb machine, with electronic control, shall be required on all continuous curb construction of lengths greater than 100 feet.

The concrete shall not be placed until the subgrade has been inspected for compaction and moisture.

3.0 MEASUREMENT
No separate measurement shall be made for excavation, backfill, aggregate base, and all other materials, labor, and incidentals required to construct the following

3.1 MoDOT Type B Integral Barrier Curb (1’ Wide)
Measurement will be made to determine the number of linear feet of MoDOT Type B Integral Barrier Curb that are constructed in accordance with the specified Standard Drawings and the plans.

3.2 Truck Apron Curb (1’ Wide)
Measurement will be made to determine the number of linear feet of Truck Apron Curb that are constructed in accordance with the specified Standard Drawings and the plans.

3.3 Upright Curb (Type F) (1’ Wide)
Measurement will be made to determine the number of linear feet of Upright Curb that are constructed in accordance with the specified Standard Drawings and the plans.

4.0 PAYMENT
The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to construct complete flume, aggregate base and all incidental items of work shall be paid for as follows:

4.1 MoDOT Type B Integral Barrier Curb (1’ Wide)
Payment for “MoDOT Type B Integral Barrier Curb” shall be at the contract unit price per linear foot of the size indicated in the contract documents.

4.2 Truck Apron Curb (1’ Wide)
Payment for “Truck Apron Curb” shall be at the contract unit price per linear foot of the size indicated in the contract documents.

4.3 Upright Curb (Type F) (1’ Wide)

Payment for “Upright Curb” shall be at the contract unit price per linear foot of the size indicated in the contract documents.

JOB SPECIAL PROVISION JSP-7000-01
STREETLIGHTS

1.0 GENERAL

This section governs the furnishing of all labor, materials, and equipment for the installation and testing of a complete, operational street light system in accordance with the standard drawings, specifications, special provisions, and as shown on the plans.

1.1 REVISION OF STANDARDS:

When reference is made to a standard (ANSI. ASTM, IES, NEMA etc.) the standard referred to shall be the latest revision of said standard as amended at the time of the Notice to Bidders, except as noted on the plans.

2.0 MATERIALS

This section governs the furnishings of all luminaires, poles, cable and other materials as required to complete the work as shown on the plans.

2.1 LIGHTING POLES:

The type of pole and length of luminaire arm (if any) shall be as specified on the plans. This pole specification is in addition to the pole detail sheet included in the plans - refer to the pole detail sheet, which describes the material specifications and pertinent design details.

2.1.1 12’ DECORATIVE ALUMINUM POLE

Refer to standard details in plans.

2.1.2 26' ALUMINUM POLE

Refer to standard details in plans. The aluminum lighting shaft assembly shall be spun from one piece of seamless tubing and after fabrication, it shall have mechanical strength of not less than T6 temper. The cross section of the pole shall be round, and the shaft shall be fabricated in a continuous true taper from at least 6" above the handhole to the top of the shaft. The shaft shall have no longitudinal or circumferential welds, except at the lower end joining the shaft to the base. To protect the shaft during shipping, the assembly shall be tire wrapped with a non-staining paper. Pole dimensions shall be as specified in the plans. It is the responsibility of the fabricator to verify and attest that the material sizes proposed are structurally adequate and in full compliance with this specification and the pole detail sheet. The shoe base shall be a permanent mold casting. The base shall be free of cracks, pits, and blow holes and of sufficient size and strength to withstand full design loads. The base shall telescope the shaft; and the one weld shall be on the inside of the base at the end of the shaft, while the other weld shall be on the outside at the top of the base. The shoe base and the two (2) welds shall develop the full strength of the pole assembly

2.2 FOUNDATIONS:

Concrete for foundations, whether reinforced or nonreinforced, shall be MCIB Mix Number A558-1-2 or A618-I-4,or as provided for in the plans. The bottom of the concrete foundations shall rest on firm ground; foundations shall be poured monolithic. The exposed portions shall be formed to present a neat appearance. Forms shall be true to line and grade. Top of footing for standards, except special foundations, shall be finished to curb, or sidewalk grade or as directed by the Engineer. Forms shall be rigid and securely braced in place. Conduit ends and anchor bolts shall be placed in proper position, to proper heights, and held in place by means of a template until the concrete sets. Anchor bolts shall be provided with hex head nut, flat washer and lock washer. Both forms and ground which will contact the concrete shall be thoroughly moistened before placing concrete. Concrete shall not be placed until forms and reinforcing steel have been checked and approved by the Engineer. Placement of concrete shall be witnessed by the Engineer. Concrete foundations shall be consolidated by an internal type vibrator. The vibrator shall operate at frequencies of vibration not less than 4,500 cycles per minute under load. The amplitude of vibration shall be adequate to consolidate concrete properly. The concrete shall be cured with an approved moisture barrier such as wet burlap, polyethylene, etc., for a period of seventy-two (72) hours. Cold weather curing shall be such that the concrete temperature shall be maintained above freezing for the entire curing period. Forms shall not be removed until the concrete is thoroughly set.

Power Pedestal foundations shall have three conduits for exiting cable. The direction of the exiting conduit and the orientation of the Power Pedestal shall be determined by the Engineer

2.3 LUMINAIRES:

The manufacturer, type and model of approved, acceptable luminaires will be specified on the plans This pole specification is in addition to the pole detail sheet included in the plans - refer to the pole detail sheet, which describes the material specifications and pertinent design details.

2.3.1 TEAR DROP LUMINAIRE

Refer to standard details in plans.

2.3.2 COBRA HEAD LUMINAIRE

Refer to standard details in plans.

2.4 BRACKET ARMS:

The manufacturer, type and model of approved, acceptable luminaires will be specified on the plans This pole specification is in addition to the pole detail sheet included in the plans - refer to the pole detail sheet, which describes the material specifications and pertinent design details.

2.4.1 TYPE ATC, DECORATIVE, 4’3” LENGTH

Refer to standard details in plans.

2.5 POWER PEDESTAL:

Power Pedestals shall consist of all equipment and material necessary for the distribution of secondary electrical power as shown on the plans.

Power Pedestals shall have a control panel constructed of the same material as the cabinet. All equipment such as circuit breakers, switches, contactors, fuses, photoelectric control and terminal blocks shall be installed on the panel as shown on the plans. Control cabinets shall be of sufficient size to house all equipment as shown on the plans. Cabinets shall be dust-tight, watertight, NEMA 4 and constructed of 0.125 inch (3 mm) minimum reinforced sheet aluminum alloy and be of clean-cut design and appearance. All hinges, catches and other hardware shall be non-ferrous metal or stainless steel. Cabinets shall have a standard cabinet lock and provisions for locking with a padlock. Two keys for cabinet locks shall be furnished by the contractor. Mounting shall be as shown on the plans.

Lightning arrestors shall be of the rated voltage as shown on the plans.

Photoelectric controls shall be of the cadmium-sulfide type or solid state type operating on 120 volts or 240 volts, as shown on the plans. They shall operate on a line supply of 50 to 60 hertz. The load capacity of the photoelectric cell relays shall be a minimum of 1000 watts. They shall operate a lighting system through mercury load relays or contactors as shown on the plans. The photoelectric cell circuitry shall be designed to be normally closed at night. The turn-on range shall be adjustable from 1.0 to 3.0 footcandles (10 to 32 lux). A turn-on setting of 1.0 footcandle (10 lux) and a turn-off setting of 2.0 footcandles (22 lux) shall be made at the factory. The relay shall have a time delay to avoid operation due to lightning and transient light. In the event of failure, the relay shall fail safe, that is, the lights are left on in the event of any failure in the electronic circuit. A suitable bracket for mounting to orient the photoelectric cell window toward the north sky and a lightning arrestor shall be included as part of the unit. The photoelectric cell shall be mounted into a three prong twist lock socket.

Contactors shall be NEMA Type 1 enclosed, magnetic type, two pole, single phase for 600 volts, 60 hertz service. The operating coil shall be designed for 120-volt or 240-volt operation as shown on the plans. The contactor shall be electrically held and rated not less than that shown on the plans. Contactors shall be housed in the pedestal as shown on the plans.

At the option of the contractor, mercury load relays may be used in lieu of contactors. Mercury load relays shall be two pole, normally open, mercury contact, magnetic type with load capacity as shown on the plans.

Test switches used with photoelectric controls shall be three position switches or two single pole breakers as shown on the plans. Test switches shall be mounted in the control cabinet and shall be clearly labeled.

All circuit breakers shall be molded case thermal magnetic circuit breakers. The number and trip rating of circuit breakers shall be as shown on the plans. All breakers shall be designed for panel mounting with cable

connections on the line and load sides.

As depicted in the plans, one circuit shall be wired to bypass photocell control for constant power to be provided to the uplight control system. One 20A breaker shall be appropriated to provide 120 volt power to the uplight control system.

The power supply assembly shall consist of all equipment mounted on a service pole or pedestal as shown on the plans. The assembly shall meet the approval of the utility company. All contractor provided meter boxes and disconnect boxes shall be constructed of aluminum or stainless steel. All hinges, catches and other hardware shall be non-ferrous metal or stainless steel.

Main disconnect switches shall be separately housed on the power supply. The disconnect cabinet shall be dust-tight, watertight, NEMA 4 and contain a Type A or Type B circuit breaker conforming to the rating shown on the plans. The operating handle shall have full cover interlock to prevent the door from opening when the breaker is on. The enclosure shall have provisions for padlocking both the enclosure and switch in the on or off position.

Circuit breaker cabinets and meters shall not be installed on the street or walk side of the pole or pedestal.

Meter boxes shall be NEMA 3R or NEMA 4. Meter sockets provided by the contractor shall be Underwriters Laboratories approved and conform to the requirements of the utility company or municipality providing power.

2.6 PULL OR JUNCTION BOXES:

Preformed pull boxes shall withstand a wheel load of 20,000 pounds. Pull box walls may be either flared or vertical. Pull boxes shall have a collar or ring at the top that will allow for securing the concrete apron. Metal conduit, if used in preformed pull boxes, shall be electrically bonded to one another inside each pull box.

Each pull box shall be equipped with a bolt down cover. The threaded hole that receives the cover lock-down bolt shall be open at the bottom to allow the cleanout of sand, dirt and other debris. Lock-down bolts shall be stainless steel or brass with a penta-head. Frames and covers for cast in-place and precast concrete pull boxes shall be cast iron in accordance with AASHTO M 105, Class 30, and shall be of the dimensions and weights shown on the plans. Preformed pull box covers shall be polymer concrete and shall have a minimum wheel load rating of 20,000 pounds. A lift opening shall be provided on all covers. Covers for pull boxes to be used for street lighting shall be embossed with “Street Lighting”. Covers for pull boxes to be used for fiber optic shall be embossed with “Fiber Optics”.

2.7 CONDUIT:

PVC Conduit Material: Rigid nonmetallic conduit shall be Schedule 40 polyvinyl chloride (PVC) conduit. The conduit shall bear an Underwriters'

Laboratories label and shall conform to Federal Specification WC 1094A (latest version).

HDPE Conduit Material: The conduit shall exhibit good workmanship and be free from holes, blisters, inclusions, cracks, and homogenous throughout. There should not be any foreign particles embedded in the plastic as a result of the extrusion process. There should not be any surface distortions that penetrate either internally or externally into the conduit wall greater than 10% of the minimum wall thickness. The conduit shall be constructed of polymeric materials which are lightweight, flexible, corrosion resistant and nonconductive. The base material shall be clean, virgin grade high-density polyethylene (HDPE) which conforms to ASTM D3350, most recent edition, Type III. Any regrind material shall be non-wide specification, reworked from the same virgin material from the same manufacturer as the original conduit. The conduit shall have a controlled outside diameter with the cross-sectional dimensions meeting SDR 13.5 manufactured to ASTM D3035 specifications and having a minimum ASTM cell classification 334480EB. The conduit shall be smooth walled inside and out with a minimum coefficient of friction of 0.35.

2.8 DISTRIBUTION CABLE:

Power lead-in cable, sized per plans, secondary cable shall be stranded annealed copper, single conductor cables for operation at 600 volts maximum with black insulation. Material shall meet the applicable requirements of I.P.C.E.A. Standard S-19-81, with thermoplastic insulation of GRSRubber base meeting Appendix K (A) of I.P.C.E.A. and listed by U.L. as Type U.S.E. for direct burial; or material shall meet the applicable requirements of I.P.C.E.A. Standard S-66-524, interim standard #2, with thermo setting insulation of cross link polyethylene meeting requirements of Column "A" of I.P.C.E.A. and listed by U.L. as Type U.S.E. RHW-75°C.

2.9 POLE & BRACKET CABLE:

Pole wiring above handhole in pole to luminaire(s) shall be single conductor cable with minimum 600 volt rating, No. 10 A.W.G. Type THHN/THWN. Conductor shall be stranded annealed copper. The pole wiring cables for twin luminaire poles shall be colored red for the north or west oriented luminaire and colored black for the south or east oriented luminaire.

2.10 FUSED & UNFUSED CONNECTOR KIT:

In-line waterproof, breakaway fused and non-fused disconnects, provided with slipover plastic boots, shall be installed in each light pole base. Two disconnects for each hot lead (fused) and one disconnect for the ground ("dummy fuse") shall be used. Two additional disconnects for the hot leads shall be provided for twin luminaire poles (ground disconnect is shared). Fuses shall be 8-amp high interrupting type for lighting and 1-amp for uplight.

2.11 MULTITAP CONNECTOR KIT:

All distribution cable connections inside the base of the light pole shall be made with multiple tap connectors provided with a slipover plastic boot.

2.12 GROUND ROD:

Each pole and the feed point shall be grounded. A ½ inch x 10 foot copperweld rod shall be driven into the bottom of the trench adjacent to the pole or feed point foundation. The top three to four inches of the rod shall project above the bottom of the trench. A 6AWG BSSD copper grounding conductor shall be fastened to the ground rod with a thermite weld or compression clamp. The grounding conductor shall go through a conduit bend and the other end shall be fastened to the ground connector inside the pole shaft. At the feed point the grounding conductor shall connect to the neutral bus and the enclosure.

2.13 UPLIGHT CONTROL SYSTEM:

The uplighting control system shall include, at a minimum, an ETC Mosaic Show Controller (MSC1), DMX splitter, (1) BPS button station, and Power over Ethernet (PoE) switch. All components of the uplighting control system shall be contained within a NEMA 4X cabinet to be installed on a non-opening surface of the lighting power pedestal. The below described equipment shall be included and encompass the uplighting control system bid item.

The uplight controller shall be designed for permanent installation and feature DMX (minimum 512 channels), PoE (Class 1), be DIN-Rail mountable, have an operating temperature between 32F to 122F, provide a minimum 5-year warranty, and be IP20 rated.

The DMX Cable Splitter and optimizer shall feature a minimum of 4 outputs to allow for the flexible configuration of DMX signals. Each port shall be electrically isolated to ensure a maximum run of at least 1000’ for each signal line. The product shall be IP20 rated, with an operating temperature between 32F and 122F, and provide a minimum 5-year warranty.

A button panel shall be capable of remote controlling function of the uplight controller and be provided with a minimum of 6 buttons. The button panel shall be PoE and support control via 8 cue lists/zone buttons.

The PoE switch shall be capable of providing wireless connectivity to the uplight control system via a hardline ethernet connection and feature PoE compatibility to accept inputs and provide power to the button panel.

All uplighting equipment shall be configured to the uplighting control system as depicted in the plans by an authorized technician in field. The button panel shall include up to 8 pre-determined lighting settings. Examples include the following color themes:

- Standard White Mode
- Red/White/Blue Mode
- Red/Green Mode
- Orange Mode

All color modes are to be coordinated directly with the City and a City staff member shall be on hand during initial set-up and testing of the uplighting

equipment for verification.

A NEMA 4X cabinet enclosure shall be mounted to the lighting power pedestal and provided with external mounting brackets to allow the box to be mounted without having to remove the cover and/or exposing internal components to the environment. The NEMA 4X cabinet enclosure shall be sized to accommodate all of the equipment required for the uplighting control system (approximate dimensions 12.25” Width, 36” Height, 12” Depth) The product shall be UL Listed type 1,2,4,4X and IP 65/66 ratings. The finish shall match the lighting power pedestal. Each NEMA 4X cabinet enclosure shall be supplied with a DIN Rail mounting system and barrier strip with a minimum of 12 ports certified at 20A minimum. Power to the barrier strip shall be wired to an open circuit within the lighting power pedestal via a watertight connection so not to diminish the NEMA rating of the cabinet and to supply 120v power to all uplighting control system equipment required within the NEMA 4x cabinet.

2.14 TREE WELL UPLIGHT:

The uplight shall be comprised of an outdoor rated (IP66) aluminum housing, Light Emitting Diode (LED) flood fixture with round lens no larger than 7” diameter and feature internal DMX Drivers. The uplight shall be capable of color changing with Red, Green, Blue, White capabilities, have an auto switching 100-277v power supply with a minimum fixture wattage of 30W at full light. Uplight shall be supplied with a 30 or 40-degree lens with full snoot/glare shield. Uplight shall be installed and connected to 120v power supply and uplight control cable per manufacturer recommendations.

The uplight shall be installed in tree well with approved fittings to form a watertight and secure mount. Acceptable mounting options include directly to ¾” Conduit or a 4” round electrical box secured to the uplight base. All mounting options shall be supported and place the fixture level with ground surface for a stable base. The uplights shall be mounted approximately 1’ off center of tree base and face away from Main Street. Uplights shall be aimed vertically at a 75 or 80 degree angle from horizontal to shine light up at tree trunk and tree canopy.

2.15 UPLIGHT CONTROL CABLE:

The uplight control cable shall meet the specifications required by the manufacturer of the tree well uplight. The uplight control cable shall be capable of sending DMX control signals up to 1000’ maximum length.

3.0 METHOD OF MEASUREMENT

This section governs the method of measurement and basis for payment of the furnishing of all labor, equipment, tools and materials and for the performance of all work necessary to complete any construction and installation covered herein.

3.1 POLES, BRACKET ARMS, AND/OR LUMINAIRES:

Poles and/or luminaires will be measured per each for each type listed in the plans.

3.2 FOUNDATIONS:

Foundations for street light poles and/or power pedestals shall be measured per each as listed in the plans.

3.3 POWER PEDESTAL:
Power pedestals shall be measured per each as listed in the plans.

3.4 PULL OR JUNCTION BOXES:
Pull or junction boxes shall be measured per each as listed in the plans.

3.5 CONDUIT:
Conduit will be measured along the conduit from the center of facility to center of facility, per linear foot.

3.6 CABLE:
Cable will be measured along the conduit from center of facility to center of facility per linear foot of each size of cable installed. For measurement purposes, a cable is defined as the group of conductors required to complete a circuit. A cable will normally consist of two conductors plus, if specified, a neutral conductor and/or a ground conductor.

3.7 CONNECTOR KITS:
All Fused, non-fused, and/or multitap connector kits will be measured per each as listed in the plans.

3.8 GROUNDING RODS:
Grounding Rods for street light poles and/or power pedestals shall be measured per each as listed in the plans.

3.9 UPLIGHT CONTROL SYSTEM:
The uplight control system shall be measured per each as listed in the plans.

3.10 TREE WELL UPLIGHT:
The tree well uplights shall be measured per each as listed in the plans.

4.0 BASIS OF PAYMENT
Accepted lighting will be paid for at the unit price for each of the pay items included in the contract. No direct payment will be made for any incidental items necessary to complete the work unless specifically provided as a pay item in the contract.

JOB SPECIAL PROVISION JSP-9000-01
Traffic Signal Installation

1.0 DESCRIPTION

This work shall consist of providing and installing new traffic signals at 9th Street and Main Street and 10th Street and Main Street as shown in the plans and details. This work shall include the furnishing of all labor, materials and equipment for the installation of a complete operational traffic signal installation in accordance with the plans and City of Joplin Specifications, Section 9000.

2.0 REQUIREMENTS

Unless otherwise noted in the plans, all equipment, materials, and incidental parts shall be new and of similar manufacturer. All incidental parts which are not shown on the plans or described in these and/or City Specifications and which are necessary to complete the traffic signal installation, shall be furnished and installed as though such parts were shown on the plans or described in these and/or City Specifications. The cost shall be included in the traffic signal installation lump sum bid price.

3.0 MEASUREMENT & PAYMENT

Measurement will be made per lump sum for the entire Traffic Signal system installed by the contractor and accepted by the engineer. Accepted Traffic Signal system will be paid for at the contract unit price for item "9th St Traffic Signal, Complete" and "10th St Traffic Signal, Complete" per lump sum.