Senior Center-Meals On Wheels
Zone Improvement Project
CDBG-DR GRANT
No. B-12-MT-29-0001

Bid Opening:

2:00 PM
JANUARY 26th
2021

PUBLIC WORKS DEPARTMENT

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

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Appendix A Job Special Provisions

SECTION A:

INFORMATION FOR BIDDERS

NOTICE TO CONTRACTORS

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

Project:

Senior Center-Meals On Wheels Zone Improvement Project
CDBG-DR GRANT No. B-12-MT-29-0001

Senior Center-Meals On Wheels Zone Improvement Project includes the following:
- Demolition as shown
- Additional Parking
- Parking Awning
- Foundations for awning
- Landscaping
- Relocation of landscaping…..

Bids must be in the hands of the City of Joplin Director of Public Works before 2:00 PM prevailing local time on January 26, 2021 at which time all bids will be opened by the Director of Public Works at the Joplin City Hall, 602 S. Main Street, Joplin MO 64801 in the 5th Floor Study.

Copies of the plans and specifications are on file and may be examined at the offices of the City of Joplin located at 602 S Main St. Joplin, Missouri 64801 or on the City's website (https://www.joplinmo.org/Bids.aspx?CatID=17).

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

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

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

A MANDATORY Pre-bid Meeting will be held at 2:00 PM January 12, 2021 in Joplin City Hall, 5th Floor Informal Council Chamber. All bidders are required to attend the Pre-Bid Meeting and sign the attendance sheet at the meeting. Bids received from bidders who have not attended the Pre-Bid Meeting and signed the attendance sheet at the meeting will be considered nonresponsive.

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

A detailed listing of all subcontractors shall be provided by the Bidder. In accordance with

the Contract Documents, documentation that the prospective General Contractor and its subcontractors meet minimum qualifications shall be provided and submitted.

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

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

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

The City of Joplin hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. MBE, WBE and Section 3 businesses are encouraged to bid. Also, the contractor will be required to have an approved Affirmative Action Program. Attention of bidders is particularly called to the requirement that an Affirmative Action Program must be adopted by the contractor and approved by the Affirmative Action Committee of the City of Joplin before the contract may be executed.

David Hertzberg, P.E.
DIRECTOR OF PUBLIC WORKS

SCOPE OF WORK

Project:

Senior Center – Meals On Wheels Zone Improvement Project
CDBG-DR GRANT
No. B-12-MT-29-0001

Senior Center – Meals On Wheels Zone Improvement Project
Includes demolition, expansion of concrete pavement, relocation of trash dumpster, relocation of landscaping and construction of an awning with foundations.

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

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:
   The City of Joplin (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the City Hall, 5TH Floor Study, 602 S. Main Street, Joplin, Missouri, 64804 until 2:00 PM, prevailing local time on January 26, 2021, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the City of Joplin, 602 S. Main Street, Joplin, Missouri and designated as bid for SENIOR CENTER – MEALS ON WHEELS ZONE IMPROVEMENT PROJECT No. B-12-MT-29-0001.

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

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

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

   a. Must be acceptable to the procurer; and

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

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

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

6. Qualifications of Bidder: The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security: Each bid must be accompanied by a bid bond payable to the Owner for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return all of the bonds except the three lowest responsible bidders. When the agreement is

executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond.

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

9. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the Time of Completion and Liquidated Damages requirements listed in Special Provisions, Paragraph 8, Project Special Provisions.

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

11. Addenda and Interpretations: No interpretation of the meaning to the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be addressed in writing addressed to the Consulting Engineer, SENIOR CENTER – MEALS ON WHEELS ZONE IMPROVEMENT PROJECT No. B-12-MT-29-0001, Attn: Jerald Norton, P.E. jnorton@olsson.com. To be given consideration, written requests must be received at least five (5) days prior to the date fixed for the opening of bids. Interpretations, supplemental instructions or clarifications considered necessary by the Engineer in response to such questions will be issued in the form of written addenda to the contract documents and specifications which, if issued, will be posted to the City of Joplin's website (https://www.joplinmo.org/Bids.aspx?CatID=17) or can be located at the City of Joplin, 602 S Main St. Joplin, MO 64801, not later than three days prior to the date fixed for the opening of bids. Questions received less than (5) days prior to the date for opening of bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

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

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

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

    a. Inspection and testing of materials.

    b. Insurance requirements.

    c. Wage rates.

    d. Stated allowances.

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

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

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

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

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

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

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

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

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

20. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions

contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 CFR §2424 (government debarment and suspension regulations) or by the City of Joplin.

21. Contractor's Responsibility for Subcontractors:

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

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

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

SPECIAL PROVISIONS

Project:

SENIOR CENTER – MEALS ON WHEELS ZONE IMPROVEMENT PROJECT
CDBG-DR GRANT No. B12-MT-29-0001

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

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

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

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

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

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

7. Final Completion and Liquidated Damages

   a. The Contractor agrees to complete all work in the agreement by August 15,2021.

   b. Liquidated damages in the amount of $500.00 per day shall be assessed in accordance with paragraph 13 of the Agreement for each calendar day all work in the agreement is not completed after the date specified for Final Completion date of August 15, 2021.

8. Sales Tax Exemption:

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

DIVISION OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

Frequently Asked Questions (FAQs)

Section 3 of the Housing & Urban Development Act of 1968

GENERAL QUESTIONS

1. What is Section 3?

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

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

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

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

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

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

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

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

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

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

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

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

8. What is a —new hire?

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

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

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

10. What is a Section 3 covered project?

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

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

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

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

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

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

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

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

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

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

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

14. What is a Service Area?

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

APPLICABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Are maintenance projects covered by Section 3?

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

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

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

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

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

25. Are professional service contracts covered under Section 3?

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

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

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

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

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

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

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

City of Mountain View is subject to Section 3 requirements because they received over $200,000 in housing and community development funds. However, only the funds expended for Section 3 covered activities must comply with the requirements of Section 3. Therefore, the expenditure of the $180,000 is covered by Section 3. The remaining $30,000 that was used for fair housing counseling and a revolving loan fund is not covered by Section 3.

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

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

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

for meeting the requirements of Section 3 would remain with the recipient agency that awarded the contracts.

CONSISTENCY WITH OTHER LAWS

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

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

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

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

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

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

Section 3 preferences are race and gender neutral. A minority and/or woman owned business enterprise must provide evidence that it meets at least one criterion of a Section 3 business outlined above in order to receive preference under Section 3.

However, the Department anticipates that Section 3 will serve to support, and not impede, contract opportunities for minority business enterprises.

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

RECIPIENT RESPONSIBILITIES

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

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

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

- Facilitating the training and employment of Section 3 residents: The recipient agency must act

as a facilitator, connecting Section 3 residents to training and employment opportunities.

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

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

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

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

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

In order to target Section 3 residents and businesses, recipients must establish and maintain an effective Section 3 program. HUD has found that hiring a Section 3 coordinator or assigning one individual the responsibility of coordinating all Section 3 related activities to be instrumental for reaching the employment and contracting goals.
It is recommended that recipient agencies establish procedures to certify Section 3 residents and Section 3 business concerns and incorporate some form of preference for employment and contracting opportunities. Thereafter, they should maintain a list of eligible residents and businesses by skill, capacity or interest and contact them on a periodic basis when employment and contracting opportunities are available.
Refer to the Section 3 Regulations at 24 CFR Part 135.32 for a listing of responsibilities and the Appendix to the Section 3 regulations for additional examples of effective strategies.

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

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

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

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

employ them.

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 PREFERENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ECONOMIC OPPORTUNITIES/NUMERICALGOALS

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

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

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

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

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

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

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

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

55. What are the Section 3 minimum numerical goals?

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

The minimum goals for contracting are:

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

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

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

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

57. What is considered "other" public construction?

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

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

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

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

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

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

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

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

RECORDKEEPING AND REPORTING

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

Documentation of actions taken to comply with the employment, training and contracting requirements of Section 3, the results of actions taken and impediments encountered. Recipient agencies should maintain records of job vacancies, solicitation for bids or proposals, selection

materials, and contract documents (including scope of work and contract amount), in accordance with Federal or State procurement laws and regulations. The documentation should demonstrate efforts taken towards the achievement of the Section 3 numerical goals.

62. Who is required to submit Section 3 reports?

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

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

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

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

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

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

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

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

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

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

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

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

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

 PHAs should submit form HUD60002 by January 10th.

- Grantees Awarded funding for Section 202/811 should submit form HUD 60002 by January 10th.

- Grantees Awarded funding for CDBG, HOME and/or ESG should submit form HUD 60002 at the same time they submit the CAPER report.

- Grantees Awarded funding for lead abatement activities should submit form HUD 60002 with their annual reports no later than September 30th.

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

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

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

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

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

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

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

No. Agencies are not required to submit Form HUD 2516 to demonstrate compliance with Section 3. In addition, while Form HUD 2516 does capture some Section 3 data, it is not sufficient to demonstrate overall compliance to the Department. The only form that should be submitted for Section 3 reporting requirements is form HUD 60002.

SECTION 3 COMPLAINTS

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

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

73. Where should Section 3 complaints be submitted?

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

74. Where can I find form HUD 958?

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

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

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

76. What happens during an investigation?

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

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

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

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

78. Can complainants appeal the initial decision made in a Section 3 complaint? A complainant can submit a written appeal to the Assistant Secretary for Fair
Housing and Equal Opportunity in Washington, DC within 15 days after the Regional Office makes its determination. Requests should be sent to:

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

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

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

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

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

SECTION B:

DOCUMENTS NEEDED AT BID OPENING

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

PROPOSAL

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

Project:

SENIRO CENTER – MEALS ON WHEELS ZONE IMPROVEMENT PROJECT
CDBG-DR GRANTNo. B-12-MT-29-0001

in the City of Joplin, Missouri, according to the Drawings, Contract Documents and general specifications for such work on file in the office of the City Engineer and Director of Public Works, together with the terms and conditions to be stipulated in the general contract forms, now adopted by the City of Joplin, as advertised to be let on January 26, 2021, at the following prices to-wit:

ITEM DESCRIPTION	UNIT	QTY.	Unit Price Dollars Cents	Extended Total Dollars Cents
Mobilization	LS	1		
Pavement, Curb and Gutter removal and Site Demolition	LS	1		
Grading and Unclassified Excavation	LS	1		
Subgrade Compaction (12” Depth) Pavement area	LS	1		
Awning Foundation Plans with engineering seal	LS	1		
Awning Foundations	LS	1		
Awning Plans with engineering seal	LS	1		
Awning including secondary Awning at doorway. With flashing from existing building.	LS	1		
Gutter with Downspouts (at columns)	LS	1		
Bollards	Each	3		
Landscaping and Landscaping Relocation	LS	1		
Curb and Gutter	LS	1		
8” Non-Reinforced Concrete Pavement with 6” of Base Rock	LS	1		
Dumpster Enclosure Fence	LS	1		
Dumpster Enclosure Gates	LS	1		
Concrete Flume	LS	1		
Parking Striping	LS	1		
Erosion Control	LS	1		
Temporary Facilities	LS	1		
Construction Staking	LS	1		
		TOTAL		

The undersigned agrees to enter into a contract within ten (10) days from notice of award should this proposal be accepted, and enter into bonds with good and sufficient securities, to complete the work on or before a date to be specified in the Notice to Proceed, and to fully complete the work by **August 15, 2021**. A penalty of $500 per calendar days thereafter shall be instituted; the amount shall be deducted from the contract price. In order to pay all labor employed and material used in connection with this work and to adjust all claims or liens that may arise in consequence of said work, to the satisfaction of the Director of Public Works, above said bonds shall also indemnify and save harmless the said City from all damages or injuries to any person or persons, either in the employ of the contractor, his agents, servants or employees. In the event of the failure of the undersigned to enter into such contract within ten (10) days of the award, then the deposit or certified check of five percent (5%) of the Total Contract Bid Amount as surety is therefore forfeited to the City of Joplin.

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

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

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

Dated _____day of _____, 20___.

Company _____

Address _____

Signature _____

(Print Name) _____

BID BOND PLACEHOLDER

BIDDER QUALIFICATIONS & CERTIFICATIONS

Firm Name: _____

(Company Name)

_____

(Address) (City, State, Zip)

_____

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

Date: _____

Construction

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

For Corporations

Federal ID Number: _____

Name of State(s) in which incorporated: _____

Date(s) of incorporation: _____

If not incorporated in

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

_____ _____

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

_____ _____

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

For Partnerships Only: Date of Organization: _____

Type of Partnership: □ General □ Limited □ Association

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

1. _____

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

2. _____

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

General

Federal ID Number: _____ or SSN: _____

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

Number of years in business: _____

Geographical limits of operation: _____

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

_____

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

_____

_____

Date: Dated this _____ day of _____ ,' ___.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ or Social Security Number: _____

DUNS Number: _____ _____

Incorporated under the laws of the State of: _____

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

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

(Typed or Printed Name of Signor)

(Seal)

(Partner/Joint Venture Signature)

(Typed or Printed Name of Signor)

Contractor Past Performance Questionnaire

_____

Legal Name of the Corporation, Firm or Individual Contractor

P.O Box_____City & State_____Zip Code_____

Street Address _____

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

Telephone No. _____ Fax No. _____

E-Mail Address_____Contact person: _____

Has this firm or organization (or in the case of a partnership or joint venture, has any contractor which is included within this firm or organization) performed any work as a contractor or subcontractor for the City of Joplin, in the last five (5) years?_Yes _____No

If yes, give complete details, descriptions and dates on additional sheets as needed.

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

Has your firm or organization ever failed to complete any work awarded to you?____Yes_____No

If so, where and why? (Attach additional sheets as needed.) _____

_____

Has your firm or organization ever failed to complete any work in a timely manner?____Yes___No
If so, where and why? (Attach additional sheets as needed.) _____

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

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

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

SECTION 3

TABLE A

BIDDER'S PROPOSED SECTION 3 CONTRACTS/SUBCONTRACTS

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

_____
Company

_____
Project Name

_____
Project Number

_____
Person Completing Form

_____
Date

TABLE B
BIDDER'S SECTION 3 ESTIMATED NEW HIRES

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

_____
Company

_____
Project Name

_____
Project Number

_____
Person Completing Form

_____
Date

SUBCONTRACTOR DISCLOSURE FORM

CONTRACTOR:_____

PROJECT:_____

DATE: _____

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

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

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

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

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

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

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

Project Name/ Number _____

Contractor/ Engineer _____

Address, City, State, and Zip _____

Contact Person_____Telephone # _____

Amount of Contract _____ Duns # _____

MBE ☐ WBE ☐

1. Subcontractor _____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns #_____ MBE ☐ WBE ☐

2. Subcontractor _____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns #_____ MBE ☐ WBE ☐

3. Subcontractor_____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns #_____ MBE ☐ WBE ☐

4. Subcontractor_____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns #_____ MBE ☐ WBE ☐

5. Subcontractor_____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns #_____ MBE ☐ WBE ☐

6. Subcontractor_____

   Address, City, State, Zip _____

   Contact Person _____

   Amount of Subcontract _____ Tax ID Number _____

   Scope of Work _____

   Duns #_____ MBE ☐ WBE ☐

SECTION C:

DOCUMENTS NEEDED AT CONTRACT EXECUTION

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

AGREEMENT

CITY OF JOPLIN AND {CONTRACTOR NAME}

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, 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:

Project Name & Plan Number

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 ____ calendar Days from the date 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, as amended (40 U.S.C. 3141-3148) requires that for all prime construction contracts in excess of $2,000 awarded by non-Federal entities, the Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as

supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations to the Federal awarding agency. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department.

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

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

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

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty Dollars and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty Dollars and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Contractor's Responsibility for Subcontractors.

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

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

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

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

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

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

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

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

14. **Termination**. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its

property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

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

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

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

19. **Liability and Indemnity**.

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

of the City shall be limited to the amount of money to be paid or received by the City under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions
f. Proposal
g. Statement of Bidder's Qualifications
h. Contractor Past Performance Questionnaire
i. Performance Bond

j. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed
n. Restriction on Lobbying
o. Affidavit for Federal Work Authorization Program
p. Certification Regarding Government-Wide Waiver and Release of Liens
q. Certificate of Contractor
r. Subcontractor Disclosure Form
s. Affidavit of Compliance with Prevailing Wage Law
t. Certification of Bidder of Equal Employment Opportunity

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

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

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

27. **Environmental Compliance (24 CFR 85.36(i)(12)):** For contracts of amounts in excess of $150,000, the Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

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

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

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

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

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

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

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

The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

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

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

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

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

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

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires

affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

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

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

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

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

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

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

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

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

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

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

f. The Contractor will furnish all information and reports required by Executive Order 11246 of

September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

41. Women and Minority Business: The Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises and veteran –owned

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

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

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

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

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

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

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

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

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

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

c. The Contractor agrees to send to each labor organization or representative of workers with which the Engineer has a collective bargaining agreement or other understanding, if any,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

program or activity receiving Federal financial assistance.

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

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

52. City of Joplin Conflict of Interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

CONTRACTOR:

By: _____

Printed Name:

Title:

Date:

APPROVED AS TO FORM

Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

APPROVED AS TO CDBG-DR

Troy Bolander, Director of Planning, Development & Neighborhood Services

CONTRACTOR'S BOND NO.
FOR CITY 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 xxxxxxxxxxxxxxxxxxxxxxxxxxxxx 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 _____

_____ By _____
City Attorney

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____

_____ By _____
Director of Finance (Title)

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

CONTRACTOR

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx 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:

PROJECT

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 _____

_____
City Attorney

By _____

ATTEST: (SEAL)

_____
Secretary

_____
Surety

Approved this _____ day of

_____, 20____.

By

_____

_____
Director of Finance

By _____
(Title)

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

RESTRICTION ON LOBBYING

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (at all tiers, including contracts under grants, loans, and cooperative agreements, subcontracts, and subgrants) over $100,000, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction impost by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

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

_____

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

_____ _____

Signature of Certifying Official Date

STATE OF _____)

)ss

COUNTY OF_____)

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

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

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

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

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

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

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

Further, Affiant sayeth not.

Affiant

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

Commission #

TABLE D
CONTRACTOR'S SECTION 3 BUSINESS UTILIZATION REPORT

Project Number	Prime Contractor	Address	Contract Amount	Federal ID No.

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

*Check if a Section 3 Business Concern

Total Dollar Amount Awarded to Section 3 Businesses $_____

Section 3 Other Economic Opportunities
Efforts to Award Contracts to Section 3 Business Concerns Verification

Company: _____ **Project Name:** _____

Date: _____ **Person Completing Form:** _____

COMPLETED ACTIVITY (TICKMARK)	CONTRACTOR INITIAL	DESCRIPTION	REVIEWER INITIAL	P – PICTURE D – DOCUMENT S - STATEMENT
		1. In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract		
		2. Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance		
		3. Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA		
		4. For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns		
		5. Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals		
		6. Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities		
		7. Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities		
		8. Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate		
		9. Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance		
		10. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns		
		11. Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns		
		12. Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities		
		13. Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising		
		14. Developing a list of eligible section 3 business concerns		
		15. For HAs, participating in the “Contracting with Resident-Owned Businesses” program provided under 24 CFR part 963		
		16. Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses		
		17. Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns		
		18. Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels		
		19. Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs		
		20. Actively supporting joint ventures with section 3 business concerns		
		21. Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns		
		22. Others (Please explain):		

Reviewer: _____ **Review Date:** _____

Section 3 Other Economic Opportunities
Efforts to Offer Training and Employment Opportunities to Section 3 Residents Verification

Company: _____ **Project Name:** _____

Date: _____ **Person Completing Form:** _____

COMPLETED ACTIVITY (TICKMARK)	INITIAL	DESCRIPTION	REVIEWER INITIAL	P – PICTURE D – DOCUMENT S - STATEMENT
		1. Entering into "first source" hiring agreements with organizations representing Section 3 residents		
		2. Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents		
		3. Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades		
		4. Advertising the training and employment positions by distributing flyers *(which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process)* to every occupied dwelling unit in the housing development or developments where category 1[1] or category 2[2] persons reside		
		5. Advertising the training and employment positions by posting flyers *(which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process)* in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project		
		6. Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled		
		7. Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project		
		8. Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located		
		9. Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives		
		10. Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project		
		11. Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions		
		12. Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions		
		13. Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising		
		14. Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill		
		15. For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)		
		16. Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions		
		17. Undertaking job counseling, education and related programs in association with local educational institutions		
		18. Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities		
		19. After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance		
		20. Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development		
		21. Others (Please explain):		

Reviewer: _____ **Review Date:** _____

[1] Category 1 Residents - Residents of the housing development or developments for which the section 3 covered assistance is expended

[2] Category 2 Residents - Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance

FEDERAL WAGE DETERMINATION

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION

DETERMINATION FOR
FEDERAL WAGE RATES

"General Decision Number: MO20200046 12/11/2020

Superseded General Decision Number: MO20190046

State: Missouri

Construction Type: Building

County: Jasper County in Missouri.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

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

Modification Number	Publication Date
0	01/03/2020
1	02/14/2020
2	03/13/2020
3	05/08/2020
4	05/15/2020
5	09/11/2020
6	11/13/2020
7	12/11/2020

ASBE0063-002 11/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 26.22	12.00

BOIL0083-005 01/01/2017

	Rates	Fringes
BOILERMAKER	$ 36.56	28.11

* BRMO0015-014 04/01/2020

	Rates	Fringes
BRICKLAYER	$ 29.69	17.89

* BRMO0015-017 06/01/2020

	Rates	Fringes
TILE SETTER	$ 23.69	13.96

CARP0311-006 05/01/2019

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging & Metal Stud Installation)	$ 25.38	17.32

ELEC0095-004 06/01/2019

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring for Alarms & Phones)	$ 27.43	14.97

ENGI0101-024 04/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Bobcat/Skid Loader	$ 24.94	14.79
Crane	$ 27.44	14.79
Forklift	$ 25.65	14.79
Grader/Blade	$ 27.44	14.79

Loader	$ 25.65	14.79
Paver	$ 27.44	14.79
Roller	$ 24.94	14.79

IRON0584-001 06/01/2019

BARRY COUNTY

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL)	$ 26.00	15.35

LABO0319-001 05/01/2020

	Rates	Fringes
LABORER		
Brick & Cement/Concrete		
Mason Tender	$ 22.94	13.08
Common or General; Asphalt		
Shoveler; Pipelayer	$ 22.94	13.08

PLAS0518-022 03/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 24.44	12.11

PLUM0178-001 11/01/2020

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe Installation		
Projects $750,000 & under	$ 29.63	15.22
Projects over $750,000	$ 32.60	15.12
PLUMBER, Excludes HVAC Pipe Installation		
Projects $750,000 & under	$ 29.63	15.22
Projects over $750,000	$ 32.60	15.12

ROOF0020-003 02/01/2020

	Rates	Fringes
ROOFER	$ 25.27	12.43

SHEE0036-003 07/01/2020

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation	$ 30.46	15.19

SUMO2010-045 06/14/2010

	Rates	Fringes
GLAZIER	$ 20.23	0.42
OPERATOR: Backhoe/Excavator	$ 20.16	11.36
OPERATOR: Hoist	$ 26.02	13.01
PAINTER: Brush and Roller	$ 15.34	0.00
PAINTER: Spray	$ 17.78	0.00
XINSTALLER - OVERHEAD DOOR	$ 26.07	4.62

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MICHAEL L. PARSON, Governor

Annual Wage Order No. 27

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
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2020**

Last Date Objections May Be Filed: **April 9, 2020**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$31.86
Boilermaker	*$23.29
Bricklayer	*$23.29
Carpenter	**$40.76**
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	*$23.29
Plasterer	
Communications Technician	*$23.29
Electrician (Inside Wireman)	**$45.29**
Electrician Outside Lineman	*$23.29
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*$23.29
Glazier	*$23.29
Ironworker	*$23.29
Laborer	$34.81
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*$23.29
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$29.97
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	*$23.29
Plumber	**$56.97**
Pipe Fitter	
Roofer	**$50.46**
Sheet Metal Worker	**$51.09**
Sprinkler Fitter	*$23.29
Truck Driver	*$23.29
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less 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.

Heavy Construction Rates for
JASPER County

Section 049

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$49.47
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*$23.29
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$40.72
General Laborer	
Skilled Laborer	
Operating Engineer	$47.99
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$44.44
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 less 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.

SENIOR CENTER – MEALS ON WHEELS ZONE IMPROVEMENT PROJECT

CDBG-DR GRANT No. B12-MT-29-0001

Professional Certification

Job Special Provisions

<table>
<tr><td>
</td><td>CITY OF JOPLIN, MO
DEPARTMENT OF PUBLIC WORKS
602 S. MAIN STREET
JOPLIN, MO 64801
Phone 1-417-624-0820</td></tr>
<tr><td></td><td>OLSSON ASSOCIATES
702 S. Main Street
Joplin, MO 64801
Certificate of Authority: 001592
Consultant Phone: 417-781-0643</td></tr>
<tr><td></td><td>SENIOR CENTER – MEALS ON WHEELS ZONE IMPROVEMENT PROJECT

CDBG-DR GRANT No. B12-MT-29-0001</td></tr>
<tr><td>Date: 12/29/2020</td><td></td></tr>
<tr><td colspan="2">All Job Special Provisions contained within these contract documents are authenticated by this seal.</td></tr>
</table>

SENIOR CENTER – MEALS ON WHEELS ZONE IMPROVEMENT PROJECT

CDBG-DR GRANT No. B12-MT-29-0001

Job Special Provisions

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JOB SPECIAL PROVISION JSP-0400-01
GENERAL JOB SPECIAL PROVISIONS

1.0 COORDINATION OF CONTRACT DOCUMENTS

The contract documents are essential parts of the contract, and a requirement occurring in one shall be as binding as though occurring in all. Contract documents are intended to be complementary and to describe and provide for a complete work. In case of discrepancy among contract documents, the governing ranking will be:

(a) Agreement
(b) Job Special Provisions
(c) General Conditions
(d) Project Specific Drawings
(e) Special Provisions to City of Joplin, Standard Specifications
(f) City of Joplin, Standard Specifications
(g) Standard Drawings
(h) Bid Items or Quantities
(i) All other sections of the contract documents

In case of discrepancies, calculated dimensions will govern over scaled dimensions.

All contractors, including subcontractors, shall not take advantage of any apparent error or omission in the contract documents. If an error or omission is discovered, the engineer shall be notified promptly so corrections and interpretations necessary to fulfill the intent of the contract can be made. A failure to give notice shall render the effects of any error or omission non-compensable and any delay non-excusable.

2.0 CONSTRUCTION SCHEDULE

2.1 SCOPE

After being awarded the contract, the Contractor shall immediately prepare a Critical Path Method (CPM) schedule for approval by the Engineer that will ensure completion of the project within the contract time. This schedule shall be submitted and approved by the Engineer before a Notice to Proceed is issued. No work on this contract shall begin until said schedule is approved. The Engineer reserves the right to adjust the Contractor's schedule to coordinate with any other projects in the same area.

3.0 UTILITY COORDINATION

3.1 SCOPE

It shall be the duty of the Contractor to notify the serving utility companies of pending construction operations and the schedule of same, prior to any work being done on this project. The utility companies will relocate and adjust their own facilities at no cost to the Contractor, except for sanitary and storm sewers. The Contractor shall be responsible for the adjustment and protection of all sanitary and storm sewer facilities. Some minor grading and backfill work may

be required of the Contractor at locations of utility adjustments. This work shall be considered subsidiary to other items of work.

3.2 MEASUREMENT AND PAYMENT

This work shall be considered subsidiary to other items of work.

4.0 COOPERATION OF CONTRACTOR

In accordance with Section 0400.6 of the Standard Specifications, the Contractor shall provide a competent representative who will be available to provide on-site superintendence for the project in the absence of the Contractor. The on-site project representative shall have email and text capability on his phone and shall provide that information to the Engineer at the Pre-Construction conference.

JOB SPECIAL PROVISION JSP-0400-03
MOBILIZATION

1.0 SCOPE

This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and the establishment of all offices, buildings and other facilities necessary for work on the project, except as provided in the contract as separate pay items. This work includes other work and costs incurred before the project starts.

All equipment used by the Contractor having metal tracks shall not be driven over City streets other than those streets being constructed. Such equipment must be transported from one work area to the next work area.

Observe legal load restrictions when operating equipment, hauling equipment, or hauling materials on public roads; newly constructed/reconstructed base, pavement, and structures; and any existing base, pavement or structures that will remain in place. The contractor shall assume responsibility for changes in legal load restrictions that occur after the project was let. Obtain the Engineer's written approval and a special permit to exceed legal load restrictions on the City street system and on newly constructed/reconstructed portions of the project.

Protect roadways and structures within project limits from damage. Observe curing periods before operating equipment or hauling loads on newly constructed pavement, reconstructed pavement, or structures. Do not haul loads of any size on pavement base, except when operations require equipment on pavement base to place material. The Contractor shall assume all responsibility for damages to roadways and structures caused by the Contractor from operating equipment or hauling loads.

2.0 MEASUREMENT AND PAYMENT

Partial payments for "Mobilization" will be at the contract lump sum price in accordance with the following schedule. Each partial payment will be the lesser of either 25 percent of the remaining contract lump sum price for the item of mobilization or 2.5 percent of the original contract price. The term "original contract price" will be construed as the total dollar value of the construction items of the original contract.

a) The first partial payment will be made when five percent of the original contract amount is earned.
b) The second partial payment will be made when ten percent of the original contract amount is earned.
c) The third partial payment will be made when 25 percent of the original contract amount is earned.
d) The fourth partial payment will be made when 50 percent of the original contract amount is earned.
e) When the engineer has accepted the contract for maintenance, any amount bid for mobilization exceeding ten percent of the original contract price, will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

JOB SPECIAL PROVISION JSP-1000-01
EROSION AND SEDIMENT CONTROL

1.0 SCOPE

This work shall include all measures necessary including, but not limited to, the installation, maintenance and removal of temporary erosion and pollution control as required during the construction of the project to prevent erosion and pollution on the project in accordance with federal, state, and City of Joplin requirements.

Erosion control plans represent the least possible protection for the project. It is anticipated that additional BMP's will be required to complete the project. All BMP's show on the plans and those additional BMP's required to complete the project shall be subsidiary to erosion and sediment control.

2.0 MEASUREMENT

No separate measurement will be made for erosion and sediment control.

3.0 PAYMENT

The cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to complete erosion and sediment control shall be paid for as "Erosion and Sediment Control" at the contract lump sum price. No separate payment will be made for individual BMP's required for the project.

JOB SPECIAL PROVISION JSP-1100-01
DEMOLITION

1.0 SCOPE

Demolition 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.

3.0 PAYMENT

Payment for “Demolition” shall be at the contract lump sum price and shall include the cost of furnishing all labor, equipment, disposal fees, tools, and materials, and the performance of all work necessary to complete demolition.

JOB SPECIAL PROVISION JSP-5200-01
SODDING

1.0 SCOPE

Sodding shall be provided in areas disturbed that are beyond the landscaping and pavement, or as directed by the Engineer, shall be in accordance with Section 5200 of the current approved City of Joplin, Standard Specifications, except as modified by this Job Special Provision.

2.0 MATERIAL, EQUIPMENT, AND DEFINITIONS

The sod shall be fescue at least two (2) years old, densely rooted and thriving. The sod shall contain a growth of not more than twenty-five percent (25%) of other grasses and clovers, be free from all prohibited and noxious weeds, and be reasonably free of all weeds. The sod shall be cut in strips of uniform thickness with a minimum depth of 1 to 1-1/4 inches; each strip containing at least 1/2 square yard and not more than one square yard. Sod shall be cut into strips, not less than 12 inches in width nor more than 9 feet in length. Sod for Strip Sodding shall not be subject to the area limitation but shall be not less than 4 inches in width and not less than 12 inches in length. At the time of sod lifting, the top growth shall not exceed three (3) inches in length. All sod shall conform to the laws of Missouri and shall be obtained from sources meeting the approval of the Department of Agriculture, Division of Entomology.

3.0 CONSTRUCTION DETAILS

All areas to be sodded shall have a minimum 4” of topsoil bedding. Areas with less than 4” of topsoil shall be removed and replaced with 4” of topsoil prior to placing sod. Topsoil shall be in accordance with Section 5100.2.1 of the current approved City of Joplin, Standard Specifications, except as modified by other Job Special Provisions included in these contract documents.

4.0 MEASUREMENT

No measurement shall be made for sodded surface area.

5.0 PAYMENT

No payment shall be made for sodded areas. Sodding shall be considered incidental to project.

SECTION 13 34 19
PRE-ENGINEERED METAL BUILDING

PART 1 GENERAL

1.1 DESCRIPTION: These specifications cover the materials and the fabrication of metal buildings designed, fabricated and readily erected.

1.2 BUILDING DESCRIPTION: Building shall be a parking awning frame building with a roof slope of 1/4:12 consisting of columns and rafters and interior columns.

1.3 BUILDING NOMENCLATURE

1.3.1 Roof slope is expressed as inches of rise for each 12" of horizontal run.

1.3.2 Building "Width" is as shown on the drawings and is measured from outside to outside of roof structure.

1.3.3 Building "Eave Height" is a nominal dimension measured from the bottom of the base plate on the column to the intersection of the inside of the roof and shall be 14'.

1.3.4 Building "Length" is measured from outside to outside of roof structure and is as shown on the drawings.

1.3.5 Standard "Bay Spacing" shall be 20' between frame centerlines.

1.4 DRAWINGS AND CERTIFICATIONS

1.4.1 Drawings: Manufacturer shall furnish complete erection drawings for the proper identification and assembly of all building components. These drawings will show anchor bolt settings, transverse cross-sections, columns and roof framing, flashing and sheeting, and accessory installation details.

Contractor shall furnish complete plans for foundations and footings including rebar and anchor bolts.

1.4.2 Certifications: Standard drawings and design analysis shall bear the seal of a registered professional engineer registered in the State of Missouri. Design analysis shall be furnished by manufacturer.

Section 2. Structural Steel Design

2.1 GENERAL

2.1.1 The building manufacturer shall use standards, specifications, recommendations, findings and/or interpretations of professionally recognized groups such as AISC, AISI, AAMA, AWS, ASTM, MBMA, Federal Specifications, and unpublished research by MBMA as basis for establishing design, drafting, fabrication, and quality criteria, practices, and tolerances. For convenience, one or more sources may be referenced in a particular portion of these specifications. In all instances, however, the manufacturer's design, drafting, fabrication and quality criteria, practices, and tolerances shall govern, unless specifically countermanded by the contract documents.

2.1.2 Structural mill sections or welded up plate sections will generally be designed in accordance with AISC's "Specification for the Design, Fabrication, and Erection of Structural Steel for Building".

2.1.3 Cold-formed steel structural members will generally be designed in accordance with AIS's "Specification for the Design of cold-formed Steel Structural Members".

2.2 DESIGN LOADS

2.2.1 Design loads shall be as specified and set forth in the contract and shall be in accordance with the manufacturer's standard design practices. Design loads may include dead load, roof live loads, wind loads, seismic loads, collateral loads, auxiliary equipment loads, and/or other applied or specified loads.

2.2.2 The structure shall be designed for superimposed live load of twenty (20) pounds per square foot on the horizontal projection of the roof. Ground snow load shall be thirty (30) pounds per square foot with no exposure factor reduction. The design wind shall be 115 miles per hour. Structures shall be constructed and designed in accordance with the 2018 International Building Code (IBC) per City of Joplin Code Requirements.

2.2.3 Additionally, the structure shall be designed for any "Superimposed Loading" that will be added by lighting, or equipment supported by the building structure as shown by the "Plans" or required by these "Specification". Special attention shall be given to support of Mechanical Systems.

2.2.4 Structures shall be constructed and designed in accordance with the 2018 International Building Code (IBC) per City of Joplin Code Requirements.

2.2.4 A certificate of loading for live and wind loads specified shall also be provided. Certificate of loading shall be verified and sealed by a Structural Engineer, registered in the State of Missouri.

2.2.5 All design and structures shall meet the City of Joplin Building Codes. Drawings shall be reviewed and approved by the City prior to approval for construction.

2.3 DEFINITIONS

2.3.1 Dead Load - the actual weight of the building system supported by a given member.

2.3.2 Roof Live Loads - loads produced by maintenance activities, rain, erection activities, and other movable or moving loads, but not including wind, snow, seismic, crane, or dead loads.

2.3.3 Roof Snow Loads - gravity load induced by the weight of snow or ice on the roof, assumed to act on the horizontal projection of the roof.

2.3.4 Wind Loads - the loads on a structure induced by the forces of wind blowing from any horizontal direction.

PART 3 PRODUCTS

3.1 PRIMARY FRAMING STEEL

3.1.1 Steel for hot rolled shapes shall conform to the requirements of ASTM Specification A-36, with minimum yield of 36, 42, or 50 ksi.

3.1.2 Steel for built-up sections shall generally conform to the physical requirements of ASTM D570, ASTM 572 or ASTM A36 as applicable, with minimum yield of 42,000, 50,000, or 55,000 psi as indicated by the design requirements.

3.2 SECONDARY FRAMING STEEL

3.2.1 Steel used to form purlins, girts, eave struts and "C" sections shall be Republic Steel P-55 or equivalent, comparable to the requirements of ASTM A607 Grade 55. Minimum yield shall be 55,000 psi.

3.3 ROOF AND WALL PANEL MATERIAL

3.3.1 Panel material as specified shall be 26 gauge galvanized steel, galvalume as manufactured by Bethlehem Steel corporation, or equal, conforming to the requirements of ASTM A446 Grade E or Grade D. Minimum yield stress shall be 80,000 psi for Grade E and 50,000 psi for Grade D.

3.3.2 Panel material as specified shall be 24 gauge galvanized steel, galvalume, conforming to the requirements of ASTM A446 Grade D or Grade E. Minimum yield stress shall be 50,000 psi.

Section 4. Structural Framing

4.1 GENERAL

4.1.1 All framing members shall be shop fabricated for field bolted assembly. The surfaces of the bolted connections shall be smooth and free from burrs or distortions.

4.1.2 All shop connections shall be in accordance with the manufacturers's standard design practices as specified in Paragraph 4.1.1. Certification of welder qualifications will be furnished when required and specified in advance.

4.1.3 All framing members, where necessary, shall carry an easily identifying mark.

4.2 PRIMARY FRAMING

4.2.1 Rigid Frame: All rigid frames shall be welded, built-up sections. The columns and the rafters may be either uniform depth or tapered. Flanges shall be connected to webs by means of continuous fillet weld on one side.

4.2.3 Plates, Stiffeners, etc.: All base plates, splice plates, cap plates, and stiffeners shall be factory welded into places on the structural members.

4.2.4 Bolt Holes, etc.: All base plates, splice and flanges shall be shop fabricated to include bolt connection holes. Webs shall be shop fabricated to include bracing holes.

4.2.5 Connections for secondary structural (purlins and girts) shall be by means of welded clips.

4.3 SECONDARY FRAMING

4.3.1 Purlins and Girts: Purlins and girts shall be prepunched at the factory to provide for field bolting to the rigid frames. The shall be simple or continuous span as required by design. Connection bolts will install through the webs, not flanges.

4.3.2 Eave Struts: Eave Struts shall be unequal flange cold-formed "C" sections.

4.4 BRACING

4.4.1 Flange Braces: The compression flange of all primary framing shall be braced laterally with angles connecting to the webs or purlins or girts so that the flange compressive stress is within allowable limits for any combination of loadings.

4.4.2 Special Bracing: diagonal bracing is not permitted in the sidewall. A rigid frame type portal or fixed base columns will be used.

Section 5. Roof and Wall Covering

5.1 GENERAL

5.1.1 Roof panels shall be "R" Panel or Standing Seam Panel where shown on the drawings.

5.1.2 "R" roof and wall panels as specified shall be 26 gauge pre-painted galvalume steel.

5.1.4 Standing Seam Roof Panels - See Section 6.4

5.2 PANEL DESCRIPTION

5.2.1 "R" Panel shall have major ribs 1 1/4" high spaced 12" on center. In the flat area between the major ribs are two smaller ribs. Each panel shall provide 36" net coverage in width. All side-laps shall be at least one major rib.

5.2.2 Panel Length: all wall panels shall be continuous from bottom to roof line. All end laps shall be at least 6" on roof and 4" on walls.

Section 6. Miscellaneous Material Specifications

6.1 FASTNERS

6.1.1 Structural Bolts: All bolts used in frame splices and in connections of secondary framing to primary framing shall be zinc plated ASTM A490 or ASTM A325 as required by design.

6.1.2 Fasteners for Roof Panels: All panels shall be attached to the secondary framing members by means of: Self-drilling structural screws for roofs shall be carbon steel No. 12-14 x 1" Hex washer head, cadmium or zinc plated, with painted head, assembled with EPDM washer.

6.1.3 Fasteners for roof panel sidelaps: All "R" or "U" panel roof sidelaps shall be made by means of: No. 12 x 7/8 self-tapping screws as described herein.

6.1.4 Fasteners for the Standing Seam Roof Panels and clips: See Section 6.4.

6.1.5 Fasteners for Wall Panels: All "R" and "A" Panels shall be attached to the secondary framing members by means of: Self-drilling fasteners or carbon steel #12 x 1" without washers as herein described for fiberglass insulation up to 3" thick and #12 x 1 1/4" for fiberglass insulation 3" to 6" thick.

6.1.7 Fasteners for Wall Panel Sidelaps: Self-drilling #12 x 7/8 carbon steel screws as herein described.

6.1.8 Blind Fasteners: All blind fasteners shall be 1/8" diameter, high strength aluminum pull rivet Type ADH.

6.2 SEALANTS AND CLOSURES

6.2.1 Closure Strips: The corrugations of the roof and wall panels shall be filled with solid or closed-cell, preformed rubber, neoprene or polyethylene closures along the eave, ridge and rake.

6.2.2 Standing Seam Roof Closures: See Section 6.4.

6.2.3 Sealants: Roof panels shall be sealed as indicated on the Erection Drawings with 3/32" x 3/8" wide tape sealer. The material shall be a Butyl base elastic compound with a minimum solid content of 99% Shnee-Moorehead #5225 or equal. The sealer shall have good adhesion to metal and non-shrinking, non-exidizing, non-toxic and non-volatile. The service temperature shall be from - 60 degrees Fahrenheit to +300 degrees Fahrenheit.

6.2.4 Standing Seam Sealant: Standing Seam Sealant: See Section 6.4.

6.2.5 Caulk: All gutter and downspout joints, rake flashing laps ridge flashing laps, doors windows and louvers shall be sealed with white pigmented caulk of butyl rubber base.

6.3 GUTTER, FLASHING AND DOWNSPOUTS

6.3.1 Gutters and Flashing: all exterior gutters are 26 gauge galvalume steel, with painted finished to match facia trim (approved by owner).

6.4 STANDING SEAM ROOF

6.4.1 Panels

6.4.1.1 Standing Seam Roof Panels shall be UL-90 rated, roll-formed, 24 gauge, .5 oz./sq.ft. galvalume steel sheet, prepainted having a minimum yield of 50,000 psi.

6.4.1.2 The panels shall be in 18", widths with a 3" high rib on each side.

6.4.1.3 One side of the panel shall be female in configuration, suitable to accept the other male side, and form a self-locking assembly.

6.4.1.4 Maximum panel length shall be no more than 45'- 0".

6.4.1.5 The panels shall be factory notched at both ends so that field installation can commence and end starting from either end or side of the building.

6.4.1.6 Panel sidelaps shall have a factory applied hot melt mastic (see sealants and closures).

6.4.2 Endlaps

6.4.2.1 Endlaps shall have an 18 gauge backup plate and an 18 gauge pre-punched cinch strap for proper placement of fasteners.

6.4.2.2 Mastic (see sealants and closures) shall be applied between the panels and secured with 1/4 - 14 x 1 1/4" self-drilling fasteners through the cinch strap, panels, and backup plate to form a compression joint.

6.4.2.3 Endlaps shall be the only place in the roof system where through-the-roof fasteners can be used inside the building envelope.

6.4.3 Fasteners

6.4.3.1 Eave - #14 x 1 1/4 self-drillers with neoprene washer.

6.4.3.2 Endlaps - #14 x 1 1/4 self-driller without washer.

6.4.3.3 Ridge - #14 x 1 1/4 self-driller with neoprene washer.

6.4.3.4 Clips/fixed to purlin - #14 X 1 1/4 self-driller without washer.

6.4.3.5 Clips/floating to purlin - #14 x 1/4 self-driller with shoulder without washer.

6.4.3.6 Clips/floating to bar joists - #20 x 1 1/4 self-drillers with shoulder without washer.

6.5 CLIPS

6.5.1 All clips shall have factory applied mastic and be designed so that movement between the panel and the clip doe not occur.

6.5.1.1 Utility clips - shall be 3" in height.

6.6 SEALANTS AND CLOSURES

6.6.1 Factory applied sealant used in panel sidelaps shall be a hot melt, foamable mastic - Q41A.

6.6.2 Field applied sealant used at the endlaps, ridge assembly, and gable flashings shall be 100% solids, butyl-based elastomeric tape sealer, furnished in roll form or pre-cut to length. Sealant used at the eave shall be precompressed expanding foam sealant tape.

6.6.3 Outside closures shall be manufactured from the same materials as the roof panels.

6.6.4 Inside closures shall be 18 gauge metal.

6.7 FLASHING AND TRIM

6.7.1 Flashing at the rake (parallel to roof panels) and high eave shall not compromise the integrity of the roof system by constricting movement due to thermal expansion and contraction.

6.7.2 The panel manufacturer shall supply the flexible membranes if applicable.

PART 3 EXECUTION

6.8 INSTALLATION

6.8.1 Erection of the roof system shall be in complete accordance with the manufacturer's erection manual. The erection manual shall include procedures and designs to accommodate the out-of-square and out-of-plumb conditions that normally occur in construction.

Section 7. Factory Painting

7.1 STRUCTURAL PAINTING

7.1.1 All uncoated structural steel shall be cleaned of all foreign matter and loose scale in accordance with SSPC-2 and given a one mil coat of red oxide primer. Primer shall be applied by the use of airless handguns. Primer generally meets or exceeds the performance requirements of Federal Specification TT-P-636D.

7.1.2 Prime coat: The base metal shall be pre-treated and then primed with an epoxy type primer for superior adhesion and superior resistance to corrosion.

7.1.3 Exterior Coat: (Color to be approved by owner)

7.1.3.1 Salt Spray Resistance: Immediately after removal from cabinet, the coating shall receive a rating of 8, few pinpoint of #8 sized blisters, as determined by AST D714 and a rating of (7, 3/16) (10,1/16) inch failure at scribe, as determined by ASTM D1654, when tested for a minimum of 1000 hours in accordance with ASTM B117.

7.1.3.2 Abrasion Resistance: When subjected to the falling sand test in accordance with ASTM D968, the coating system shall withstand a minimum of 30 liters of sand before the appearance of base metal. The Taber Wear Factor shall be 100.0 or less when tested for 250 cycles on the Taber CS-10 Calidrase Wheel, 500 gram load.

7.1.3.3 Hardness: The paint film shall have a minimum paint hardness of F-2H using "Eagle Turquoise" drawing pencils.

7.1.3.4 Gloss: The gloss reading shall be 20-35 units on a 60 degree Gardner gloss meter for pleasing appearance and reflectivity.

7.1.3.5 Impact Resistance: Factory painted sheet shall withstand direct and reverse impact in accordance with ASTM D2794 equal to 1.5 times metal thickness in mils, expressed only upon request and at extra cost. Painted Panel Warranty available only upon request and at extra cost. Vertical panels are conditionally guaranteed for 10 years.

7.2 PAINTED STEEL PANELS

7.2.1 Base metal shall be 26 or 24 gauge galvalume steel.

7.2.2 Prime coat: The base metal shall be pre-treated and then primed with an epoxy type primer for superior adhesion and superior resistance to corrosion.

7.2.3 Exterior Coat: (Color to be approved by owner)

7.2.3.1 Salt Spray Resistance: Immediately after removal from cabinet, the coating shall receive a rating of 8, few pinpoint of #8 sized blisters, as determined by AST D714 and a rating of (7, 3/16) (10,1/16) inch failure at scribe, as determined by ASTM D1654, when tested for a minimum of 1000 hours in accordance with ASTM B117.

7.2.3.2 Abrasion Resistance: When subjected to the falling sand test in accordance with ASTM D968, the coating system shall withstand a minimum of 30 liters of sand before the appearance of base metal. The Taber Wear Factor shall be 100.0 or less when tested for 250 cycles on the Taber CS-10 Calidrase Wheel, 500 gram load.

7.2.3.3 Hardness: The paint film shall have a minimum paint hardness of F-2H using "Eagle Turquoise" drawing pencils.

7.2.3.4 Gloss: The gloss reading shall be 20-35 units on a 60 degree Gardner gloss meter for pleasing appearance and reflectivity.

7.2.3.5 Impact Resistance: Factory painted sheet shall withstand direct and reverse impact in accordance with ASTM D2794 equal to 1.5 times metal thickness in mils, expressed only upon request and at extra cost. Painted Panel Warranty available only upon request and at extra cost. Vertical panels are conditionally guaranteed for 10 years.

7.2.4 Interior Finish: The interior finish shall have a white top coat over epoxy primer or an epoxy base coat, white with a clear polyester top coat.

Section 8. Accessories

Section 9. Erection and Installation

9.1 The erection of the metal building and the installation of accessories shall be performed in accordance with erection drawings by a qualified erector using proper tools and equipment. In addition, erection practices shall conform to Section 5, MBMA "Code of Standard Practices'. There shall be no field modifications to primary structural members except as authorized and specified by the manufacturer.

Section 10. Building Anchorage and Foundations

10.1 The building anchor bolts shall be designed to resist the maximum column reactions resulting from the specified combinations of loadings. These designs and sizes shall be specified by the manufacturer.

PART 4 MEASUREMENT AND PAYMENT

4.1 BASIS OF MEASUREMENT
Lump Sum

4.2 BASIS OF PAYMENT

Lump Sum

END OF SECTION