NOTICE TO PROCEED

Dated April 24, 2017

TO: Sprouls Construction, Inc.
(Contractor)

ADDRESS: 397 W. Hwy DD Lamar, MO 64759

PROJECT Surface Project 4005, Jackson Ave. to Main Street & 15th Street to 19th Street CDBG-DR Grant No. B-13-MS-29-001

OWNER'S CONTRACT NO. CDBG-DR Grant No. B-13-MS-29-001

CONTRACT FOR Surface Project 4005, Jackson Ave. to Main Street & 15th Street to 19th Street CDBG-DR Grant No. B-13-MS-29-001
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on April 24, 2017. By that date, you are to start performing your obligations under the Contract Documents.

Before you may start any Work on the site, the Contractor and the Owner must each deliver to the other (with copies to the ENGINEER and CWCB) certificates of insurance which each is required to be purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must

(add other requirements)

Have SWPPP filled out and executed. You must also have Traffic Control in place.

City of Joplin, Missouri
(Owner)

By: David Wahlberg
(Authorized Signature)

Public Works Director
(Title)

AGREEMENT

CITY OF JOPLIN AND SPROULS CONSTRUCTION INC.

THIS AGREEMENT, made and entered into this 27th day of April, 2017, 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:

SURFACE PROJECT 4005,
JACKSON AVENUE TO MAIN STREET AND 15TH STREET TO 19TH STREET
CDBG-DR GRANT No. B-13-MS-29-001

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 {Notice to Proceed Complete days} 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, 2015, 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 Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars ($2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars ($414,418.00) 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 Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) 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 Seven Hundred Thirty-Four Thousand

Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) 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 Three Million Three Hundred Forty Five Thousand Seven Hundred Fifty Nine Dollars and Eighty Five Cents $3,345,759.85 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 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 identified per Project Special Provisions 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 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

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 l 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. Travel Policy. The Contractor shall comply with the City of Joplin travel policy with the exception of meal reimbursement. Per diem is not applicable. Actual itemized receipts containing proof of payment should be provided for the meal purchased and not exceed the meal category General Services Administration (GSA) rate maximum for the City of Joplin in the City of Joplin travel policy.

25. 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 (11-02-16 Revised Edition)
- **e.** Special Conditions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Notice to Proceed

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

26. 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.

27. 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.

28. Environmental Compliance: 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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 attached herein. 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 non-Federal award.

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.

34. Anti-Kickback Back 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.

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

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

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

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

36. 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.

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

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

39. 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.

40. 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.

41. 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 nondiscrimination 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 (h) 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 to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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.

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.

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

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

43. 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.

44. 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.

45. 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 contractor 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 contractor'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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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 351.572 RSMo.

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

56. 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.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. General Conditions. The Contractor agrees to comply with the General Conditions attached herein.

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 therefor.

Leslie Haase

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

CONTRACTOR: SPROULS CONSTRUCTION INC.
397 N. Hwy DD
Lamar, MO 64759

By: Dwight Sprouls

Printed Name: DWIGHT SPROULS

Title: PRESIDENT

CITY OF JOPLIN, MISSOURI

By: David Hertzberg

David Hertzberg, Public Works Director

SPROCON-02 BREICHERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/2017

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

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

PRODUCER The Robert E Miller Group 6363 College Blvd., Suite 400 Overland Park, KS 66211	CONTACT NAME: PHONE (A/C, No, Ext): (816) 333-3000 FAX (A/C, No): (816) 822-1641 E-MAIL ADDRESS:
INSURED Sprouls Construction, Inc. 397 West DD Highway Lamar, MO 64759	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United Fire & Casualty — 13021 INSURER B : American Interstate Insurance INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			60404483	06/01/2016	06/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			60404483	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			60404483	06/01/2016	06/01/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCMO2558142017	01/01/2017	01/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: SURFACE PROJECT 4005, JACKSON AVENUE TO MAIN STREET AND 15TH STREET TO 19TH STREET, CDBG-DR GRANT No. B-13-MS-29-001

The City of Joplin is an additional insured as respects to General Liability for ongoing and completed operations, on a primary, noncontributory basis, as required by contract. Waiver of subrogation applies where allowed by state law. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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bond no 2341659

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That Contractor a Corporation, hereinafter called Principal, and

West Bend Mutual Insurance
(Name of Surety)

PO Box 620976, Middleton WI 53562
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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

hereinafter called OWNER, in the total aggregate penal sum of
Three million three hundred forty five thousand seven hundred fifty nine & 85/00
$3,345,759.85 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 24th day of April, 2012, a copy of which is hereto attached and made a part hereof for the construction of:

SURFACE PROJECT 4005,
JACKSON AVENUE TO MAIN STREET AND 15TH STREET TO 19TH STREET
CDBG-DR GRANT No. B-13-MS-29-001

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

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

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

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

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

ATTEST: (SEAL)

Cindi Sprouls
Secretary

Sprouls Construction, Inc.
Principal

Approved as to form this 24 day of April, 2017.

By Dwight Sprouls Pres.

City Attorney

By _____

ATTEST: (SEAL)

_____
Secretary

West Bend Mutual Insurance Company
Surety

Approved this 24th day of April, 2017.

By _____

Leslie Haase
Director of Finance

By attorney in fact, David S. Salavitch
(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.

Bond No. 2341659

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Sprouls Construction, Inc.

CONTRACTOR

a Corporation, hereinafter called Principal, and

West Bond Mutual Insurance
(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 Three million three hundred forty five thousand seven hundred fifty nine & 85/00 $3,345,759.85 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 24th day of April, 2012, a copy of which is hereto attached and made a part hereof for the construction of:

SURFACE PROJECT 4005,
JACKSON AVENUE TO MAIN STREET AND 15TH STREET TO 19TH STREET
CDBG-DR GRANT No. B-13-MS-29-001

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

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCON- TRACTORS, any

persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

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

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

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

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

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

ATTEST: (SEAL)

Cindi Sprouls
Secretary

Sprouls Construction, Inc.
Principal

Approved as to form this 24 day of April, 2017.

By Dwight Sprouls PRES.

City Attorney

By _____

ATTEST: (SEAL)

_____
Secretary

West Bend Mutual Insurance Company
Surety

Approved this 24th day of April, 2017.

By _____

Leslie Haase
Director of Finance

By attorney in fact, David S. Salavitch
(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.

WEST BEND
A MUTUAL INSURANCE COMPANY

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

David S. Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Five Million Dollars ($5,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest James J. Pauly

James J. Pauly
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JOHN F. DUWELL NOTARY PUBLIC STATE OF WISCONSIN

John F. Duwell

John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this _____ day of _____, _____

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO., WIS.

Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

SPROULS CONST INC.

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

DWIGHT SPROULS

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

Dwight Sproules

Signature of Certifying Official

FEB 21, 2017

STATE OF MISSOURI)
COUNTY OF Barton)

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 Dwight Sprouls, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Dwight Sprouls and I am currently the President of Sprouls Construction, Inc (hereinafter "Contractor"), whose business address is 397 W. Hwy DD Lamar, MO 64759 "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 City of Joplin Mo.

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 saveth not.

Dawnis Sinter
Affiant

Subscribed and sworn to before me this 18 day of April, 2017 Commission # 12411265-2

WAIVER AND RELEASE OF LIEN

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

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

_____
(Kind of Material & Services Furnished)

_____ for use in the construction of a project

belonging to the City of Joplin, Missouri.

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

_____ for and in consideration of $_____

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

_____for said Project.
(Name of Contractor)

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

_____
(Name of Manufacturer, Materialman, or Subcontractor)

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

CERTIFICATE OF CONTRACTOR

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

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

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

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

the Owner for the construction of SURFACE PROJECT 4005, JACKSON AVENUE TO MAIN STREET AND 15TH STREET TO 19TH STREET, CDBG-DR GRANT No. B-13-MS-29-001, the Project; and that he/she is legally authorized to and does make this certificate on behalf of said Contractor.

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

By_____

Date_____

For_____

SUBCONTRACTOR DISCLOSURE FORM

COMPANY SPROUL CONSTRUCTION INC.

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

SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE
Name ESS ASPHALT	MILLING	
Address 7429 NEWMAN Rd	& ASPHALT PAVING	
JOPLIN MO 64801		
Phone Number 417-623-1520		
Fax Number 417-623-1564		$ 572,771.87

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

SIGNATURE [signature] TITLE PRJ MGR. DATE 2-21-17

PREVAILING WAGE LAW, CHAPTER 290

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

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

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

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

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

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

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

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

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

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

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

290.230 Prevailing wage rates required on construction of public works.

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

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

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

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

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

290.250 Prevailing wage, incorporation into contracts -- failure to pay, Penalty -- complaint of violation, public body or prime contractor to withhold payment. Every public body authorized to contract for or construct public works, before advertising for bids or undertaking such construction shall request the department to determine the prevailing rates of wages for workmen for the class or type of work called for by the public works, in the locality where the work is to be performed. The department shall determine the prevailing hourly rate of wages in the locality in which the work is to be performed for each type of workman required to execute the contemplated contract and such determination or schedule of the prevailing hourly rate of wages shall be attached to and made a part of the specifications for the work. The public body shall then specify in the resolution or ordinance and in the call for bids for the contract, what is the prevailing hourly rate of wages in the locality for each type of workman needed to execute the contract and also the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the specified rates to all workmen employed by them in the execution of the contract. The public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workmen performing work under the contract. It shall also require in all contractor's bonds that the contractor include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by the contract. The contractor shall forfeit as a penalty to the state, county, city, and county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded ten dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers, to take cognizance of all complaints of all violations of the provisions of Sections 290.210 to 290.340 committed in the course of the execution of the contract, and when making payments to the contractor becoming due under said contract, to withhold and retain therefrom all sums and amounts due and owing as a result of any violation of Sections

290.210 to 290.340. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the provisions of Sections 290.210 to 290.340 and if payment has already been made to him, the contractor may recover from the amount of the penalty in a suit at law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) Any annual wage order made for a particular occupational title in a locality may be altered once each year,

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

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

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

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

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

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

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

(1) The contractor and each subcontractor engaged in any construction of public works shall keep full and accurate records clearly indicating the names, occupations, and crafts of every workman employed by them in connection with the public work together with an accurate record of the number of hours worked by each workman and the actual wages

paid therefor. The payroll records required to be so kept shall be open to inspection by any authorized representative of the contracting public body or of the department at any reasonable time and as often as may be necessary and such records shall not be destroyed or removed from the state for the period of one year following the completion of the public work in connection with which the records are made.

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

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

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

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

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

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

awarding the contract and the same is approved by such public body as fair and reasonable.

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

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

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

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

290.340 Penalty for violation - Any officer, official, member, agent, or representative of any public body, contractor, or subcontractor who willfully violates and omits to comply with any of the provisions and requirements of Sections 290.210 to 290.340 shall be punished for each violation thereof by a fine not exceeding five hundred dollars,

or by imprisonment not exceeding six months, or both such fine and imprisonment. Each day such violation or omission continues shall constitute a separate offense as contemplated by this section.

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

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

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

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

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

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

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

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

compliance with the wage determinations, as though they were a part of the original contract.

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

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

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

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

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
NONE TO MY KNOWLEDGE AT THIS TIME.				

Company SPROULS CONSTRUCTION INC.

Project Name
SURFACE PLUS 4005

Project Number
CDBG-DR GRANT NO. B-13-MS-29-001

Person Completing Form Doug SPROULS

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	6	6	0	0
Professionals	—	—	—	—
Technical	—	—	—	—
Hsq Sales/Rental Mgmt.	—	—	—	—
Office/Clerical	4	4	0	0
Service Workers	—	—	—	—
Others	—	—	—	—
TRADE: Operater	4	4	0	0
Journeymen	—	—	—	—
Helpers	7	7	0	0
Apprentices	—	—	—	—
Trainees	—	—	—	—
Others	—	—	—	—
TRADE: Concrete	8	8	0	0
Journeymen	—	—	—	—
Helpers	—	—	—	—
Apprentices	—	—	—	—
Trainees	—	—	—	—
Others	—	—	—	—

Sprouls Construction, Inc.
Company

Surface Project 4005
Project Name

B-13-MS-29-001
Project Number

Kevin D. Rook
Person Completing Form

TABLE C
CONTRACTOR'S SECTION 3 NEW HIRES REPORT

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

_____

Company

_____

Project Name

_____

Project Number

_____

Person Completing Form

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 $_____

PROPOSAL

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

Project:
SURFACE PROJECT 4005,
JACKSON AVENUE TO MAIN STREET AND 15TH STREET TO 19TH STREET
CDBG-DR GRANT No. B-13-MS-29-001

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 February 21st, 2017 at the following prices to-wit:

BASE BID				
Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
GENERAL				
1	1 LS	Mobilization one hundred thirty five thousand dollars /LS	$ 135000^{00}	$ 135000^{00}
REMOVALS, RELOCATIONS, AND ADJUSTMENTS				
2	1 LS	Clearing & Grubbing five thousand dollars /LS	$ 5000^{00}	$ 5000^{00}
3	1 LS	Demolition one hundred forty thousand three hundred dollars /LS	$ 140300^{00}	$ 140300^{00}
4	6 EA	Sanitary Manhole Adjustment one thousand five hundred dollars /EA	$ 1500^{00}	$ 9000^{00}
5	828 CAL-IN	Tree Removal thirty five dollars /CAL-IN	$ 35^{00}	$ 28980^{00}
6	22 EA	Stump Removal two hundred fifty dollars /EA	$ 250^{00}	$ 5500^{00}

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
EROSION CONTROL				
7	1 LS	Erosion and Sediment Control fifteen thousand dollars /LS	$ 15000^{00}	$ 15000^{00}
8	6,295 LF	Tree Protection eight dollars /LF	$ 8^{00}	$ 50360^{00}
ROADWAY AND SIDEWALK CONSTRUCTION				
9	3,993 CY	Unclassified Excavation ten dollars /CY	$ 10^{00}	$ 39930^{00}
10	500 CY	Removal of Unsuitable Material ten dollars /CY	$ 10^{00}	$ 5000^{00}
11	500 CY	Backfill of Unsuitable Material eighteen dollars /CY	$ 18^{00}	$ 9000^{00}
12	4,990 CY	Contaminated Materials ten dollars /CY	$ 10^{00}	$ 49900^{00}
13	5,880 LF	Linear Grading ten dollars /LF	$ 10^{00}	$ 58800^{00}
14	3,847 LF	Curb and Gutter (City of Joplin Standard) twenty dollars /LF	$ 20^{00}	$ 76940^{00}
15	8,411 LF	Curb and Gutter Replacement twenty five dollars /LF	$ 25^{00}	$ 210275^{00}
16	2,664 LF	Curb and Gutter (Modified Upright) twenty five dollars /LF	$ 25^{00}	$ 66600^{00}
17	18,351 SF	6" Sidewalk Ramp six dollars /SF	$ 6^{00}	$ 110106^{00}

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
18	19,108 SF	6" Driveway (Concrete) eight dollars /SF	$ 8.00	$ 152864.00
19	21,141 SF	8" Driveway (Concrete) nine dollars /SF	$ 9.00	$ 190269.00
20	115,607 SF	Sidewalk Construction (4") (Concrete) four dollars, fifty cents /SF	$ 4.50	$ 520231.50
21	12,000 SF	Sidewalk Construction (4") (Reinforced) five dollars, fifty cents /SF	$ 5.50	$ 66000.00
22	1,040 SF	Concrete Sidewalk with Truncated Domes forty dollars /SF	$ 40.00	$ 41600.00
23	2,857 GAL	Asphalt Tack (SS-1H) four dollars, eighty cents /GAL	$ 4.80	$ 13713.60
24	7,842 GAL	Asphalt Primer (SS-1H) three dollars, seventy five cents /GAL	$ 3.75	$ 29407.50
25	29,474 SY	Milling - 3" Thick or Less One dollar, twenty five cents /SY	$ 1.25	$ 36842.50
26	20,381 SY	Milling - Greater Than 3" Thick one dollar, twenty five cents /SY	$ 1.25	$ 25476.25
27	6,819 TON	Asphaltic Concrete Surface (SP125C Mix) fifty four dollars /TON	$ 54.00	$ 368226.00
28	6,542 SY	6" MoDOT Type 5 Aggregate Base ten dollars /SY	$ 10.00	$ 65420.00
29	740 SY	8" Concrete Pavement one hundred eight dollars /SY	$ 108.00	$ 79920.00

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
30	595 SY	Pavement Repair ONE HUNDRED ONE DOLLARS /SY	$ 101,00	$ 60,095.00
31	106 LF	Fence (Chain Link)(4') TWENTY TWO DOLLARS /LF	$ 22.00	$ 2332.00
32	40 LF	Fence (Chain Link)(6') THIRTY FIVE DOLLARS /LF	$ 35.00	$ 1400.00
33	25 LF	Fence (Wood)(6') FIFTY DOLLARS /LF	$ 50.00	$ 1250.00
34	20 LF	Vehicular Gate (Chain Link)(6') NINETY DOLLARS /LF	$ 90,00	$ 1800.00
35	6,108 SY	Asphalt Street Repair - FEMA Repair (2") SIXTEEN DOLLARS FIFTY CENTS /SY	$ 16.50	$100,782.00
36	689 SY	Asphalt Street Repair - FEMA Repair (6") THIRTY SIX DOLLARS FIFTY CENTS /SY	$ 36.50	$25,148.50
37	26 LF	Curb and Gutter Replacement - FEMA Repair THIRTY DOLLARS /LF	$ 30.00	$ 780.00
38	135 SF	Concrete Sidewalk Replacement - FEMA Repair TEN DOLLARS /SF	$ 10.00	$ 1,350.00
STORM SEWER				
39	21 EA	Storm Sewer Inlet (3' x 2' I.D.) (Combination) TWO THOUSAND EIGHT HUNDRED DOLLARS /EA	$ 2800.00	$ 58,800.00

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
40	1 EA	Storm Sewer Inlet (3' x 2' I.D.) (Combination) (Without Lid) TWO THOUSAND FIVE HUNDRED DOLLARS /EA	$2500.00	$2500.00
41	5 EA	Storm Sewer Inlet (3' x 3' I.D.) (Combination) THREE THOUSAND ONE HUNDRED DOLLARS /EA	DS 3,100.00 $~~31,000.00~~	$15,500.00
42	3 EA	Storm Sewer Inlet (4' x 2' I.D.) (Combination) THREE THOUSAND TWO HUNDRED DOLLARS /EA	$3200.00	$9600.00
43	25 EA	Storm Sewer Inlet (5' x 3' I.D.) (Type C) THREE THOUSAND ONE HUNDRED DOLLARS /EA	$3100.00	$77,500.00
44	1 EA	Storm Sewer Inlet (5' x 4' I.D.) (Type C) TWO THOUSAND FIVE HUNDRED DOLLARS /EA	$2500.00	$2500.00
45	1 EA	Storm Sewer Inlet (7' x 5' I.D.) (Type C) FIVE THOUSAND DOLLARS /EA	$5000.00	$5000.00
46	2 EA	Storm Sewer Inlet (8' x 4' I.D.) (Type C) THREE THOUSAND FIVE HUNDRED DOLLARS /EA	$3500.00	$7000.00
47	1 EA	Storm Sewer Inlet (3' x 2' I.D.) (Grated Inlet) FOUR THOUSAND FOUR HUNDRED DOLLARS /EA	$4400.00	$4400.00
48	1 EA	Junction Box (5' x 4' I.D.) THREE THOUSAND ONE HUNDRED DOLLARS /EA	$3100.00	$3100.00
49	1 EA	Junction Box (6' x 3' I.D.) FOUR THOUSAND DOLLARS /EA	$4000.00	$4000.00

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
50	1 EA	Junction Box (7' x 3' I.D.) FOUR THOUSAND FIVE HUNDRED DOLLARS /EA	$4500.00	$4500.00
51	1 EA	Junction Box (7' x 4' I.D.) THREE THOUSAND ONE HUNDRED DOLLARS /EA	$3100.00	$3100.00
52	2 EA	Manhole, Complete (4' Diameter I.D.) THREE THOUSAND ONE HUNDRED DOLLARS /EA	$3100.00	$6200.00
53	479 LF	Storm Sewer Pipe (15") (Class III RCP) THIRTY FIVE DOLLARS /LF	$35.00	$16,765.00
54	367 LF	Storm Sewer Pipe (18") (Class III RCP) FORTY TWO DOLLARS /LF	$42.00	$15,414.00
55	11 LF	Storm Sewer Pipe (24") (Class III RCP) ONE HUNDRED DOLLARS /LF	$100.00	$1100.00
56	401 LF	Storm Sewer Pipe (30") (Class III RCP) SIXTY FIVE DOLLARS /LF	$65.00	$26,065.00
57	11 EA	Pipe Collar (15") THREE HUNDRED DOLLARS /EA	$300.00	$3300.00
58	2 EA	Pipe Collar (18") THREE HUNDRED FIFTY DOLLARS /EA	$350.00	$700.00
59	2 EA	Pipe Collar (24") FOUR HUNDRED DOLLARS /EA	$400.00	$800.00
60	1 LS	Catch Basin - FEMA Repair (Site 1) THREE THOUSAND EIGHT HUNDRED DOLLARS /LS	$3800.00	$3800.00
61	1 LS	Catch Basin - FEMA Repair (Site 2) THREE THOUSAND EIGHT HUNDRED DOLLARS /LS	$3800.00	$3800.00

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
62	1 LS	Catch Basin - FEMA Repair (Site 8) Forty three hundred dollars /LS	$ 4300	$ 4300
63	1 LS	Catch Basin - FEMA Repair (Site 9) Forty three hundred dollars /LS	$ 4300	$ 4300
64	1 LS	Catch Basin - FEMA Repair (Site 12) Thirty eight hundred dollars /LS	$ 3800	$ 3800
65	1 LS	Catch Basin - FEMA Repair (Site 15) Thirty eight hundred dollars /LS	$ 3800	$ 3800
66	1 LS	Catch Basin - FEMA Repair (Site 16) THIRTY eight hundred dollars /LS	$ 3800	$ 3800
67	1 LS	Catch Basin - FEMA Repair (Site 17) THIRTY EIGHT HUNDRED DOLLARS /LS	$ 3800	$ 3800
68	1 LS	Catch Basin - FEMA Repair (Site 19) FIFTY THREE hundred dollars /LS	$ 5300	$ 5300
69	1 LS	Catch Basin - FEMA Repair (Site 20) THIRTY Eight hundred dollars /LS	$ 3800	$ 3800
70	1 LS	Catch Basin - FEMA Repair (Site 21) Thirty eight hundred dollars /LS	$ 3800	$ 3800
71	1 LS	Catch Basin - FEMA Repair (Site 26) Thirty eight hundred dollars /LS	$ 3800	$ 3800
72	1 LS	Catch Basin Lid - FEMA Repair (Site 31) Eighteen hundred dollars /LS	$ 1800	$ 1800
73	1 LS	Catch Basin - FEMA Repair (Site 33) Eighteen hundred dollars /LS	$ 1800	$ 1800

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
74	1 LS	Catch Basin - FEMA Repair (Site 37) Thirty Eight hundred dollars /LS	$3800	$3800
75	1 LS	Catch Basin - FEMA Repair (Site 39) THIRTY Eight hundred dollars /LS	$3800	$3800
76	1 LS	Catch Basin - FEMA Repair (Site 40) THIRTY Eight hundred dollars /LS	$3800	$3800
77	1 LS	Catch Basin - FEMA Repair (Site 41) One thousand fifty dollars /LS	$1050.00	$1050.00
78	1 LS	Catch Basin - FEMA Repair (Site 42) THIRTY Eight hundred dollars /LS	$3800	$3800
79	1 LS	Catch Basin - FEMA Repair (Site 43) THIRTY Eight hundred /LS	$3800	$3800
LANDSCAPE CONSTRUCTION				
80	17,205 SY	Sodding six dollars /SY	$6.00	$6.00
TEMPORARY SIGNAGE AND TRAFFIC CONTROL				
81	180 EA	Channelizer (Trim Line) Twenty dollars /EA	$20.00	$3600.00
82	62 EA	Type III Moveable Barricade Two hundred dollars /EA	$200.00	$12,400.00
83	200 LF	ADA Barricade THIRTY dollars /LF	$30.00	$6000.00
84	1 EA	Flashing Arrow Panel Sixteen hundred dollars /EA	$1600	$1600

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
85	4 EA	Changeable Message Sign SIX THOUSAND FIFTY DOLLARS & ZERO CENTS /EA	$ 6050 00	$ 24,200 00
86	1,278 SF	Construction Signs (Total Area) NINE DOLLARS & ZERO CENTS /SF	$ 9 00	$ 11,502 00
PERMANENT SIGNAGE AND STRIPING				
87	506 LF	6" Broken White Lane Line (Thermoplastic) TEN DOLLARS & ZERO CENTS /LF	$ 10 00	$ 5060 00
88	204 LF	24" Solid White (Pre-Formed Thermoplastic) THIRTY DOLLARS & ZERO CENTS /LF	$ 30 00	$ 6120 00
89	30 LF	24" Solid White (Epoxy) THIRTY DOLLARS & ZERO CENTS /LF	$ 30 00	$ 900 00
90	350 SF	R1-1 (Stop Sign) FIFTEEN DOLLARS & ZERO CENTS /SF	$ 15 00	$ 5250 00
91	12.5 SF	R5-1 (Do Not Enter) FIFTEEN DOLLARS & ZERO CENTS /SF	$ 15 00	$ 187 50
92	21 SF	R6-1L (One Way) FIFTEEN DOLLARS & ZERO CENTS /SF	$ 15 00	$ 315 00
93	21 SF	R6-1R (One Way) FIFTEEN DOLLARS & ZERO CENTS /SF	$ 15 00	$ 315 00
94	1.5 SF	R7-108 (Parking Restrictions) TWENTY FIVE DOLLARS & ZERO CENTS /SF	$ 25 00	$ 37 50
95	4 SF	W4-4P (Cross Traffic Does Not Stop) TWENTY FIVE DOLLARS & ZERO CENTS /SF	$ 25 00	$ 100 00

Item No.	No. of Units	Item Description W/Bid Price Written in Words	Unit Price Dollars Cents	Extended Total Dollars Cents
96	59 EA	Sign Posts TWO HUNDRED FIFTY DOLLARS & ZERO CENTS /EA	$ 250 00	$ 14,750 00
97	1 LS	Remove & Relocate Signs TEN THOUSAND DOLLARS & ZERO CENTS /LS	$ 10,000 00	$ 10,000 00
TOTAL BASE BID AMOUNT - THREE MILLION THREE HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED FIFTY NINE DOLLARS & EIGHTY FIVE CENTS DOLLARS ($ 3,345,759 85)				
(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)				

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 within the following requirements:

1. The undersigned agrees to complete all construction on and adjacent to S. Joplin Avenue within 28 days of beginning construction on S. Joplin Avenue. Liquidated damages in the amount of one thousand dollars ($1000) shall be assessed in accordance with paragraph 13 of the Agreement for each day construction is not complete on and adjacent to S. Joplin Avenue within 28 days of beginning construction.

2. The undersigned agrees to complete all construction on and adjacent to S. Wall Avenue within 28 days of beginning construction on S. Wall Avenue. Liquidated damages in the amount of one thousand dollars ($1000) shall be assessed in accordance with paragraph 13 of the Agreement for each day construction is not complete on and adjacent to S. Wall Avenue within 28 days of beginning construction.

3. The undersigned agrees to complete all construction on and adjacent to S. Byers Avenue within 35 days of beginning construction on S. Byers Avenue. Liquidated damages in the amount of one thousand dollars ($1000) shall be assessed in accordance with paragraph 13 of the Agreement for each day construction is not complete on and adjacent to S. Byers Avenue within 35 days of beginning construction.

4. The undersigned agrees to complete all work indicated in the Job Special Provisions as **FEMA Repair** by October 1, 2017. Liquidated damages in the amount of three thousand dollars ($3000) shall be assessed in accordance with paragraph 13 of the Agreement for each day all work indicated in the Job Special Provisions as FEMA Repair is not completed after October 1, 2017.

Telephone: 417-682-9577 Fax Number: 417-682-2277

Federal ID Number: 43-1749505 Social Security Number: _____

Duns Number: 94-156-1656

Incorporated under the laws of the State of: MISSOURI

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

Dwight Sprouls
(Bidder's Signature)

Cindi Sprouls
(Corporate Secretary's Signature and Seal)

DWIGHT SPROULS
(Typed or Printed Name of Signor)

(Seal)

_____
(Partner/Joint Venture Signature)

_____
(Typed or Printed Name of Signor)

WAIVER AND RELEASE OF LIEN

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

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

_____
(Kind of Material & Services Furnished)

_____ for use in the construction of a project

belonging to the City of Joplin, Missouri.

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

_____ for and in consideration of $_____

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

_____for said Project.
(Name of Contractor)

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

_____
(Name of Manufacturer, Materialman, or Subcontractor)

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

E-Verify

Company ID Number: 188200

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

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

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

E-Verify

Company ID Number: 188200

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

Employer sprouls construction inc	
dwight.sprouls Name (Please Type or Print)	President Title
Electronically Signed Signature	02/06/2009 Date
Department of Homeland Security—Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	02/06/2009 Date

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Bid Bond

CONTRACTOR:
(Name, legal status and address)
Sprouls Construction, Inc.
397 W. Highway DD
Lamar, MO 64759

SURETY:
(Name, legal status and principal place of business)
West Bend Mutual Insurance Company
PO Box 620976
Middleton, WI 53562

OWNER:
(Name, legal status and address)
City of Joplin
602 S. Main, Joplin MO 64801

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five percent (5%) of amount bid

PROJECT:
Surface Project 4005, Jackson Ave. to Main St. and 15th St to 19th St. CDBG - DR Grant No. B-13-MS-29-001

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of February, 2017

Cindi Sprouls
(Witness)

Dwight Sprouls
(Principal) *(Seal)*
PRESIDENT
(Title)

(Witness)

(Surety) *(Seal)*
Attorney in fact, David S. Salavitch
(Title)

Init.

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WEST BEND
A MUTUAL INSURANCE COMPANY*

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

David S. Salavitch

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Five Million Dollars ($5,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest James J. Pauly

James J. Pauly
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WISCONSIN WASHINGTON CO.

Kevin A. Steiner

Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JOHN F. DUWELL NOTARY PUBLIC STATE OF WISCONSIN

John F. Duwell

John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 21st day of Feb, 2017

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WISCONSIN WASHINGTON CO.

Dale J. Kent

Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

February 16th, 2017

CITY OF JOPLIN
SURFACE PROJECT 4005,
JACKSON AVENUE TO MAIN STREET AND 15TH STREET TO 19TH STREET
CDBG-DR GRANT No. B-13-MS-29-001

Addendum No. 1

Contract Bidders:

Enclosed is Addendum No. 1 for the above referenced project. Please execute, attach, and submit this Addendum No. 1 with your bid.

In addition, please sign and email a copy of this cover letter to Reid Catt, Olsson Associates, rcatt@olssonassociates.com as acknowledgement of receipt of this addendum notice.

OLSSON ASSOCIATES

Reid Catt, P.E.
Project Manager

SPROULS CONSTRUCTION, INC.
Company Name

Signature

Doug SPROULS
Printed Name

DOUG EMAILED THIS.

CITY OF JOPLIN
SURFACE PROJECT 4005,
JACKSON AVENUE TO MAIN STREET AND
15TH STREET TO 19TH STREET
CDBG-DR GRANT No. B-13-MS-29-001

Addendum No. 1

Clarification Items:

Item #1: Meeting Minutes form Pre-Bid Meeting are attached.

Item #2: Pre-bid sign in sheet is attached

NOTE: The meeting minutes, and pre-bid sign in sheet are for informational purposes only and shall not be considered as addendum items. Only those items listed below shall be considered addendum items related to the contract

Proposal:

Item #1: The attached Proposal form shall replace the Proposal form in the original contract documents.

The attached PROPOSAL shall be utilized for bidding.

Item #2: The several bid item descriptions and quantities have been revised or added.

Federal Wage Determination:

Item #1: An updated Federal Wage Determination is attached and shall replace the Federal Wage Determination included in the original bid documents.

Information For Bidders:

Item #1: Add the following immediately preceding the last sentence of section 2. Preparation of Bid, of INFORMATION FOR BIDDERS:

- Minority and Women's Business Enterprise Utilization Worksheet (There is no goal requirement for this project. However, completion and submittal of this worksheet with the Bid form is required. If no utilization is included, 0% should be indicated for MBE and WBE percentage)

Plan Sheets: (Revision notes are on plan sheets)
The following sheets are included in an attachment.

Sheet 1:	Revised index of sheets.
Sheet 8:	Updated bid items and quantities.
Sheets 9, 11-15 and 18-28:	Revised streetlight and pole removals to By Others. Additional signing removal locations.
Sheet 166:	Added Concrete Sidewalk (Reinforced) detail.
Sheet 210:	Revisions to Signing Plan.
Sheet 211:	Revisions to Signing Notes and Quantities.
Sheets 212-224B	Replace sheets 212-224 with the revised sheets. Revisions include changes to construction phase sequence and construction plan for 16th Street, 17th Street, 18th Street, and 19th Street to construct streets at ½ at a time.
Sheet A225:	Added Tree Protection and Removal Plan.

Job Special Provisions:

Item #1 Add the following to the end of JOB SPECIAL PROVISION JSP-0400-01 GENERAL JOB SPECIAL PROVISION:

6.0 NOTIFICATION OF PROPERTY OWNERS

The Contractor shall provide advance notification to the adjacent property owners on all phases of the operations. At a minimum the following notifications in the form of informational door hangers shall be placed on main entry doors of each resident by the contractor:

a. Two weeks prior to beginning construction activities in front of the residence.

b. Two weeks prior, and 48 hours prior, to any construction activity that restricts the use of driveways or any other access to the residence.

Direct verbal notification with the resident by the contractor is required immediately prior to removal of access to any residence. Time shall be allowed by the contractor for the resident to remove all vehicles and equipment on their property prior to driveway removal.

7.0 NOTIFICATION OF SERVICE PROVIDERS

The Contractor shall provide advance notification to all local emergency operation providers including but not limited to Fire, Police, and Ambulance 48 hours prior to any disruption to traffic flow or access.

The contractor shall provide advance notification to all public local service providers including but not limited to school bus, post office, and solid waste removal 48 hours prior to any disruption to traffic flow or access.

The contractor shall coordinate with the property owner and the solid waste removal service provider to determine when impacts to waste removal will occur within the construction zone. When impacts to waste removal occur within the construction zone the contractor shall move the waste containers to the edge of the construction zone where the service provider can access them. If a resident has set out a bulky item for waste removal the contractor shall contact the service provider for instructions. The contractor shall acquire the current Joplin Residential Trash Collection Map from the Engineer.

Item #2 Add the following to the end of section 2.0 CONSTRUCTION DETAILS, of JOB SPECIAL PROVISION JSP-2301-01, CONCRETE SIDEWALK:

When indicated on the plans the contractor shall include woven wire mesh. If wire mesh is used, it shall be 6 inch x 6 inch #6 WWF provided in sheet form. Rolled wire mesh shall not be allowed. Wire mesh shall be supported by prefabricated chairs as approved by the engineer. All Wire mesh for sidewalk and ramp construction including prefabricated chairs shall be subsidiary to the bid items for sidewalk and sidewalk ramp construction.

Item #3 Remove section 4.0 PAYMENT, of JOB SPECIAL PROVISION JSP-2301-01, CONCRETE SIDEWALK and replace with the following:

4.0 PAYMENT

Payment for "Sidewalk Construction" and "Sidewalk Ramps" shall be at the contract unit price per square foot of the thickness and type indicated and shall include the cost of furnishing all labor, equipment, tools, and materials, and the performance of all work necessary to construct sidewalk and sidewalk ramps, complete, including detectible warning surface, Type A curb, wire mesh, aggregate base, and all incidental items of work.

Item #4 Add the following to the end of section 2.0 CONSTRUCTION DETAILS, of JOB SPECIAL PROVISION JSP-1201-01, CONTAMINATED MATERIALS:

All testing required to determine which materials are contaminated will be completed by the Engineer. Final determination of which materials are contaminated materials will be made by the Engineer.

Item #5 Add the following immediately after the first sentence of paragraph A. LOCATION AND WORK DESCRIPTION, of section 1.0 SCOPE, of JOB SPECIAL PROVISION JSP-4400-01, CATCH BASIN – FEMA REPAIR:

Site 6
20th and Connecticut, SE corner - GPS 37.06876, -94.49433
a) 2 each 30 inch x 20 inch cast iron catch basin lids

Site 9
15th and Florida - GPS 37.07445, -94.48636
a) 1 each 4 feet W x 4 feet L x 4.4 feet H concrete catch basin with .5 feet thick walls
b) 1 each 2.67 LF wide x 2.167 LF long x 4 inch D reinforced concrete lid
c) 4 LF (2 LF each side) of 30 inch W concrete curb

Site 39
20th and Davis - GPS 37.06968, -94.47038
a) 3 each 30 inch x 20 inch cast iron lids

Site 40
20th and Davis - GPS 37.06961, -94.47074
a) 1 each 30 inch x 20 inch cast iron lid

Site 41
20th and Davis - GPS 37.06961, -94.46935
a) 2 LF of concrete curb basin lip

Site 42
20th and Rex - GPS 37.07003, -94.47159
a) 1 each 30 inch x 20 inch cast iron lid

Site 43
20th and Rex - GPS 37.06992, -94.47160
a) 1 each 30 inch x 20 inch cast iron lid

Site 1
2526 Adele - GPS 37.06319, -94.53880
a) 1 each 4 feet W x 4 feet L x 4.4 feet H concrete catch basin with .5 feet thick walls
b) 1 each 2.67 LF wide x 2.167 LF long x 4 inch D reinforced concrete lid
c) 4 LF (2 LF each side) of 30 inch W concrete curb

Site 19
26th and McCoy - GPS 37.06289, -94.53472
a) 3 each 20 inch x 30 inch cast iron curb boxes with lids

Site 33
26th and Tyler - GPS 37.06273, -94.53735
a) 1 each 2.67 feet W x 2.167 feet L x 4 inch D reinforced concrete lid

Site 31
1801 Segeant - GPS 37.07193, -94.52082
a) 1 each 2.67 feet W x 2.167 feet L x 4 inch D reinforced concrete lid

Item #6 Add the following immediately after the first sentence of paragraph A. LOCATION AND WORK DESCRIPTION, of section 1.0 SCOPE, of JOB SPECIAL PROVISION JSP-2200-02, ASPHALT STREET REPAIR – FEMA REPAIR:

31) 2630 15th Street	**Asphalt 5 FT x 12 FT x .17 FT**	**37.07433 / -94.84370**
38) 2630 15th Street	**Asphalt 5 FT x 12 FT x .17 FT**	**37.07433 / -94.84380**
39) 2630 15th Street	**Asphalt 5 FT x 12 FT x .17 FT**	**37.07433 / -94.84385**
47) 2204 South Brownell	Asphalt 8 FT x 4 FT x .17 FT	37.06633 / -94.48797
55) 2070 Maryland	Asphalt 50 FT x 20 FT x .17 FT	37.06826 / -94.49006
157) Alley north of 16th Street	Asphalt 5 FT x 20 FT x .17 FT	37.07354 / -94.47984

Item #7 Remove JOB SPECIAL PROVISION JSP-1100-01, DEMOLITON / TREE REMOVAL and replace with the attached JOB SPECIAL PROVISION JSP-1100-01, DEMOLITION.

Item #8 Add the following to the end of section 5.1 SCOPE, of JOB SPECIAL PROVISION JSP-0400-01, GENERAL JOB SPECIAL PROVISIONS:

5.1.1 STATUS OF UTILITIES

Empire will be relocating power poles (approximately 18) during construction.

The cable company is on Empire poles.

The gas company will be relocating any conflicts during construction.

The phone company will work with the contractor to relocate any conflicts during construction.

The water company will be relocating fire hydrants at some intersection during construction.

Item #9 Add the following attached documents to the Job Special Provisions:

JOB SPECIAL PROVISION JSP-1100-02, TREE REMOVAL & STUMP REMOVAL

JOB SPECIAL PROVISION JSP-0400-04, TREE PROTECTION

JOB SPECIAL PROVISION JSP-2301-04, CONCRETE SIDEWALK WITH TRUNCATED DOMES

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project.

Seal

SROULS CONSTRUCTION, INC
Company Name

Signature

DWIGHT SPROULS
Printed Name

PRESIDENT
Title

397 W. HWY DD
Address

LAMAR, MO 64759
City/State/Zip

417 682 9577
Telephone Number

END OF ADDENDUM 1

CERTIFICATION BY PROPOSED BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

SPROULS CONST, INC.

{CONTRACTOR NAME} **{Project Number for Certification by Proposed Subcontractor Regarding Equal Employment Opportunity}** CDBG-DR GRANT # B-13-MS-29-001

INSTRUCTIONS:

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

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

BIDDER'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

SPROULS CONSTRUCTION, INC. 397 WEST DD Hwy LAMAR MO 64759

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

   ☑ YES ☐ NO

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

   ☑ YES ☐ NO

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

   ☑ YES ☐ NO

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

   ☐ YES ☑ NO

NAME AND TITLE OF SIGNER (Please type):

Doug Sproul, PROJECT MGR.

Doug Sproul 2-21-2017

SIGNATURE DATE

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant _____

Project Number _____

Contractor/Engineer SPROULS CONSTRUCTION INC.

Address, City, State, and Zip 397 WEST DD Hwy LAMAR MO 64759

Contact Person Dwight SPROULS Telephone No 417-682-9577

Amount of Contract 3,345,759.85 MBE Percentage Ø WBE Percentage: Ø

1. MBE Certification # _____ Subcontractor _____

WBE Certification# _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

2. MBE Certification # _____ Subcontractor _____

WBE Certification # _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

3. MBE Certification # Subcontractor _

WBE Certification #_ Address, City, State, Zip _

Contact Person _

Amount of Subcontract _ Tax ID Number _

Scope Of Work _

4. MBE Certification # Subcontractor _

WBE Certification #_ Address, City, State, Zip _

Contact Person _

Amount of Subcontract _ Tax ID Number _

Scope Of Work _

CDBG BIDDER QUALIFICATIONS & CERTIFICATIONS

Firm Name: SPROULS CONSTRUCTION, INC.

(Company Name)

397 West DD Hwy LAMAR MO 64759

(Address) (City, State, Zip Code)

417-682-9577 417-682-2277 dwight@sci96.com

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

Date: 2-21-2017

Construction Capabilities:

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

For Corporations Only:

Federal ID Number: 43-1749505

Name of State(s) in which incorporated: Missouri

Date(s) of incorporation: June 20, 1996

If not incorporated in Missouri:

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

Dwight Sprouls
(President's Name)

(Vice-President's Name)

Cindi Sprouls
(Secretary's Name)

(Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ☐ General ☐ Limited ☐ Association

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

1. _____
(Name) (Address) (City, State, Zip Code)

2. _____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: 43-1749505

Percent of work done by Contractor: 60 2 Number of years in business: 21

or SSN: _____ Number of Permanent Employees: 25

Geographical limits of operation:
100 miles - exceptions

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:
No

Date: Dated this 20 day of February, 2017.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation

Business Name: Sprouls Construction Inc

Address: 397 W. DD Hwy

Lamar, Mo 64759

Telephone: 417 682-9577 Fax Number: 417 682-2277

Federal ID Number: 43-1749505 Social Security Number: _____

Duns Number: 94-156-1654

Incorporated under the laws of the State of: Missouri

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

Dwight Sprouls
(Bidder's Signature)

Cindi Sprouls
(Corporate Secretary's Signature and Seal)

DWIGHT SPROULS
(Typed or Printed Name of Signor)

(Seal)

_____
(Partner/Joint Venture Signature)

_____
(Typed or Printed Name of Signor)

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
NONE TO MY KNOWLEDGE AT THIS TIME.				

Company SPROULS CONSTRUCTION INC.

Project Name
SURFACE PROJ. 4005

Project Number
CDBG-DR GRANT NO. B-13-MS-29-001

Person Completing Form Doug SPROULS

CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

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

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

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

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

SPROULS CONSTRUCTION INC.

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

Dwight SPROULS

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

Dwight Sproul

Signature of Certifying Official

FEB. 21, 2017

CDBG BIDDER QUALIFICATIONS & CERTIFICATIONS

Firm Name: SPROULS CONSTRUCTION, INC.

(Company Name)

397 West DD Hwy LAMAR MO 64759

(Address) (City, State, Zip Code)

417-682-9577 417-682-2277 dwight@sci96.com

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

Date: 2-21-2017

Construction Capabilities:

- [x] General Contracting
- [ ] Electrical
- [ ] Plumbing
- [ ] HVAC
- [ ] Demolition
- [ ] Earthmoving
- [ ] Asbestos Abatement
- [ ] Other: _____

For Corporations Only:

Federal ID Number:

43-1749505

Name of State(s) in which incorporated:

Missouri

Date(s) of incorporation:

June 20, 1996

If not incorporated in Missouri:

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

Dwight Sprouls
(President's Name)

(Vice-President's Name)

Cindi Sprouls
(Secretary's Name)

(Treasurer's Name)

For Partnerships Only: Date of Organization: _____

Type of Partnership: ☐ General ☐ Limited ☐ Association

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

1. _____
(Name) (Address) (City, State, Zip Code)

2. _____
(Name) (Address) (City, State, Zip Code)

General Information:

Federal ID Number: 43-1749505

Percent of work done by Contractor: 60 % Number of years in business: 21

or SSN: _____ Number of Permanent Employees: 25

Geographical limits of operation:
100 miles - exceptions

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:
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Date: Dated this 20 day of February, 2017.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☒ Corporation

Business Name: Sprouls Construction Inc

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Lamar, Mo 64759

Telephone: 417 682-9577 Fax Number: 417 682-2277

Federal ID Number: 43-1749505 Social Security Number: _____

Duns Number: 94-156-1654

Incorporated under the laws of the State of: Missouri

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

Dwight Sprouls Cindi Sprouls

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

DWIGHT SPROULS

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

SUBCONTRACTOR DISCLOSURE FORM

COMPANY Sprouse Construction Inc.

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

SUBCONTRACTOR	CATEGORY OF WORK	DOLLAR VALUE
Name ESS ASPHALT	MILLING	
Address 7429 NEWMAN Rd	& ASPHALT PAVING	
JOPLIN MO 64801		
Phone Number 417-623-1520		
Fax Number 417-623-1564		$ 572,771.87

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

Name		
Address		
Phone Number		
Fax Number		

SIGNATURE [signature] TITLE PROJ. MGR. DATE 2-21-17

CERTIFICATION BY PROPOSED BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

SPROULS CONST. INC.

{CONTRACTOR NAME} **{Project Number for Certification by Proposed Subcontractor Regarding Equal Employment Opportunity}** CDBG-DR GRANT # B-13-MS-29-001

INSTRUCTIONS:

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

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BIDDER'S CERTIFICATION

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

SPROULS CONSTRUCTION, INC. 397 WEST DD Hwy LAMAR MO 64759

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
   ☑ YES ☐ NO
2. Compliance reports were required to be filed in connection with such contract or subcontract.
   ☑ YES ☐ NO
3. Bidder has filed all compliance reports due under applicable instructions.
   ☑ YES ☐ NO
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
   ☐ YES ☑ NO

NAME AND TITLE OF SIGNER (Please type):

Doug Sprouls, Project Mgr.

Doug Sprouls 2-21-2017

SIGNATURE DATE

This form to be submitted with Bid:

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET

Grant Applicant _____

Project Number _____

Contractor/Engineer SPROULS CONSTRUCTION INC.

Address, City, State, and Zip 397 WEST DD Hwy LAMAR MO 64759

Contact Person Dwight SPROULS Telephone No 417-682-9577

Amount of Contract 3,345,759.85 MBE Percentage Ø WBE Percentage: Ø

1. MBE Certification # _____ Subcontractor _____

WBE Certification# _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

2. MBE Certification # _____ Subcontractor _____

WBE Certification # _____ Address, City, State, Zip _____

Contact Person _____

Amount of Subcontract _____ Tax ID Number _____

Scope Of Work _____

3. MBE Certification # Subcontractor _

WBE Certification #_ Address, City, State, Zip _

Contact Person _

Amount of Subcontract _ Tax ID Number _

Scope Of Work _

4. MBE Certification # Subcontractor _

WBE Certification #_ Address, City, State, Zip _

Contact Person _

Amount of Subcontract _ Tax ID Number _

Scope Of Work _